

After Recording Return To:

Alex Murray
Lewis County Facilities Director
571 NW Prindle St
Chehalis, WA 98532

GRANTORS: LEWIS COUNTY, WASHINGTON

GRANTEES: CITY OF CHEHALIS, WASHINGTON

TAX PARCEL: 021650-002-001; 021650-002-002

DESCRIPTION: A Portion of the Southeast Quarter of Section 20, Township 14 North, Range 2 West, W.M., more fully described in Exhibit A.

DEVELOPMENT AGREEMENT

This AGREEMENT is made and entered into by the City of Chehalis, Washington (“CITY”), and Lewis County, Washington (“COUNTY”), collectively referred to as “Parties.”

Background Recitals:

- I. COUNTY owns 2015 NE Kresky Ave, which is property located within the city limits of the City of Chehalis, Washington, identified as tax parcel number 021650-002-001 and more fully described in Exhibit A, attached and incorporated herein (“the PROPERTY”). The PROPERTY contains a former bank and office building that COUNTY is converting into a permanent night-by-night shelter for people experiencing homelessness. Lewis County also owns 2025 NE Kresky Ave, identified as tax parcel number 021650-002-002, which neighbors the PROPERTY to the north and east.
- II. COUNTY has completed renovations of the PROPERTY for its shelter use, and the building has passed final inspection. The building is ready for occupancy except for the fact that frontage improvements have not yet been installed, and CITY would require such improvements’ installation for a certificate of occupancy.
- III. By prior agreement, these frontage improvements include the area abutting Kresky Ave on both the PROPERTY and 2025 NE Kresky Ave and 2031 NE Kresky, owned by Raindrop Properties, LLC. COUNTY agreed to install frontage improvements on these lots to join up with improvements installed by Raindrop Properties to the north, including a bus pull out. COUNTY has submitted a permit application for such improvements and has received CITY’s review indicating the changes necessary for code compliance.
- IV. COUNTY and CITY did not have a prior agreement concerning frontage improvements on the portion of the PROPERTY abutting Grove St. COUNTY had asked CITY to waive those improvements under a public-safety provision in the code.

- V. The renovations for the homeless shelter included the installation of a fence, which extends east off of the PROPERTY and onto the 2025 NE Kresky Ave lot. COUNTY intends to seek a boundary line adjustment to enlarge the PROPERTY so that it includes the shelter and its fenced area. The application will be to extend the PROPERTY's boundaries to the east until they are 5 feet past the shelter's fence.
- VI. CITY has authority to enter into Development Agreements pursuant to RCW 36.70B.170.
- VII. The purpose of this AGREEMENT is to permit a temporary certificate of occupancy for the PROPERTY for night-by-night homeless shelter purposes pending installation of frontage improvements along Kresky Ave., to fulfill the CITY and COUNTY's goal of allowing an orderly and expedited transition of the shelter to the Kresky location once it met all permanent occupancy safety requirements.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Development Agreement. This Development Agreement is to be implemented in accordance with RCW 36.70B.170 through RCW 36.70B.210, and all applicable provisions of the Chehalis Municipal Code. It shall become a contract between CITY and COUNTY upon CITY's approval following a public hearing as required and provided for in RCW 36.70B.170 and execution of the Agreement by all Parties.
2. Effective Date and Duration of Agreement. This Agreement shall take effect immediate upon its adoption/approval by the City Council and execution by all parties and shall terminate one year from the date of final occupancy.
3. Completion of Frontage Improvements on Kresky Ave. COUNTY shall complete frontage improvements in accordance with its previously-filed application referenced in recital III, above, with the corrections and specifications made by CITY in its review letter. COUNTY shall with reasonable speed work to make the necessary design corrections, obtain approval from CITY, prepare specifications and bid materials, procure, and execute the installation of such frontage. COUNTY shall endeavor to contract for the installation no later than June 2025 and seek to have the frontage installed by the end of 2025. Street reconstruction and other work shall be designed by COUNTY's contracted engineer on this project to the approval and satisfaction of the City of Chehalis Public Works Department and meet all development regulations found in CMC 12.04 Engineering Development Code and other applicable laws and rules.
4. Deferral of Frontage Improvements on Grove St. COUNTY and CITY shall enter a deferral for the improvements to the portion of the PROPERTY abutting Grove St, using CITY's standard deferral method and pursuant to Chehalis Municipal Code 12.04.110(E). A Deferred Improvement Agreement implementing this section is attached as Exhibit B.
5. Boundary Line Adjustment and Intent to Apply to Adjusted Boundaries. COUNTY will submit a boundary line adjustment application meeting CITY code and practice, seeking

to adjust the property lines to the east as described in recital V. This will enlarge the PROPERTY. CITY and COUNTY each intend that this Agreement will apply to the PROPERTY's enlarged boundaries, and that the legal description of the PROPERTY following the boundary line adjustment will be the description to which this AGREEMENT applies following the completion of that process.

6. Temporary Occupancy and Final Occupancy. CITY shall issue a certificate of temporary occupancy for use of the PROPERTY as a night-by-night homeless shelter when this AGREEMENT becomes effective. Such temporary occupancy shall be subject to all of CITY's rules, codes, and practices for occupancies, with the exception that it is issued in advance of frontage improvements' installation. Upon completion and final inspection of the frontage improvements on Kresky Ave under all normal codes and procedures—and subject to all other normal rules, codes, and practices for occupancies—CITY shall issue a Final Certificate of Occupancy for the PROPERTY.
7. Indemnification. COUNTY shall indemnify, defend and hold CITY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses that are caused by or result from any act or omission of COUNTY, its employees, agents, subcontractors, or volunteers in performance of the work required by this Agreement, except for claims, damages, losses and expenses due to CITY's sole negligence. Without limitation, this indemnification provision shall apply to claims against the CITY arising out of the lack of any frontage improvements or the insufficiency of frontage improvements. CITY shall be entitled to reasonably approve the choice of counsel, with COUNTY paying defense costs under terms required by such counsel, including prepayment of retainer fees if reasonable and permissible under Washington Counties Risk Pool policies.
8. Notice of Default; Cure; CITY's Right to Lien. In the event that COUNTY fails to satisfy its obligations by completing the frontage improvements as set forth herein for reasons other than those addressed in paragraph 9 below, CITY shall mail written notice to COUNTY, to the attention of the County Manager, at 351 NW North St, Chehalis, WA setting forth the nature of the default and specifying the time COUNTY shall have to cure such default, which shall be no less than 30 days. Thereafter, if COUNTY does not cure the default, CITY shall have the right to design and install such improvements itself or through contractors, and to lien the PROPERTY and the COUNTY's property commonly known as and 2025 NE Kresky Ave, Centralia, WA, parcel No. 021650-002-002 in the amount of the design and installation cost, plus 10%. Without limitation, design and installation costs shall include staff costs, contractor and subcontractor costs, materials costs, legal and professional fees, and all other expenses reasonably attributable to the project. CITY may elect to sue COUNTY for specific performance to require installation of the improvements on Kresky Ave. CITY may elect to pursue its remedies separately, together, or consecutively, at its option.. Under any circumstance, if the COUNTY does not satisfy its obligations, the COUNTY must surrender its certificate of occupancy and fully vacate the PROPERTY; in furtherance of this obligation, the COUNTY stipulates to the entry of an injunction prohibiting occupancy upon motion or petition by the CITY to the Lewis County Superior Court.

9. Force Majeure. If an event outside of the control of the Parties such as a natural disaster, war, invasion, insurrection, or other force majeure reasonably delays either Party's performance of the obligations in this AGREEMENT, the timeline for such performance shall be extended by the period of disruption directly and indirectly caused by such event, taking into account the availability of personnel, or other resources impacted by the event and/or the needs of the public in responding to such event. In such case, the Parties will negotiate an agreed timeline for continued performance of this AGREEMENT. Under no circumstances shall a lack of funding available to the COUNTY be a basis for automatic extension of this AGREEMENT; however, if circumstances are such that in the CITY's sole discretion the lack of funding is good cause to extend the timeline for the COUNTY's performance, the CITY may consider an extension.
10. Release of Covenants and Liens. CITY shall release any liens which arise under this AGREEMENT upon full satisfaction of all costs secured thereby.
11. Entire Agreement/Modifications. This AGREEMENT constitutes the entire agreement between and among the Parties with respect to the subject matter herein contained and all prior negotiations, discussions, writings and agreements between the Parties with respect to the subject matter herein contained are superseded and of no further effect, unless expressly provided for in this AGREEMENT. This AGREEMENT cannot be amended or modified without a writing signed by all of the Parties hereto.
12. Governing Law and Venue. This Amendment shall be construed in accordance with, and governed by, the laws of the State of Washington. The Parties agree that venue for any dispute herein or arising from this Agreement shall be in Lewis County Superior Court, Cowlitz County Superior Court, or Thurston County Superior Court at the sole discretion of the CITY. In the event that the COUNTY brings suit in a venue not agreeable to the CITY, the COUNTY stipulates to the change in venue request of the CITY. In the event that a dispute arises under any provision(s) of this AGREEMENT, the predominantly prevailing Party shall be entitled to recover costs, fees, and attorneys' fees from the other Party.
13. Binding on Successors and Recording. This AGREEMENT shall run with the land and be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns. This AGREEMENT may be recorded against the real property set forth herein, but a notice of fulfillment shall be issued upon project completion indicating satisfaction of the AGREEMENT, except as to Exhibit B if not satisfied.
14. Severability. If any portion of this AGREEMENT shall be invalid or unenforceable to any extent the validity of the remaining provisions shall not be affected thereby.
15. Captions. The captions contained in this AGREEMENT were inserted for the convenience of reference only. They do not in any manner define, limit, or describe the provisions of this AGREEMENT or the intentions of the Parties.
16. Waiver. Failure by either Party at any time to require performance by the other party of

any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by a Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

Signed and Agreed by both Parties by their authorized representatives below:

CITY OF CHEHALIS:

LEWIS COUNTY:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF WASHINGTON)

ss.

COUNTY OF LEWIS)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing instrument on behalf of LEWIS COUNTY, and acknowledged that s/he signed the same as her/his free and voluntary act and deed, for the uses and purposes therein mentioned, and with full authority to act on behalf of Lewis County.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2025.

Print Name: _____

NOTARY PUBLIC in and for the State of
Washington, residing at _____

My commission expires: _____

COUNTY OF LEWIS)

COUNTY OF LEWIS)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2025.

Print Name: _____
 NOTARY PUBLIC in and for the State of
 Washington, residing at _____
 My commission expires: _____

EXHIBIT A

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 87°21'20" WEST 388.7 FEET TO THE EASTERLY BOUNDARY OF KRESKY ROAD AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 87°21'20" EAST 232.1 FEET; THENCE NORTH 2°03'40" EAST 180.0 FEET; THENCE NORTH 87°21'20" WEST 91.85 FEET TO THE EASTERLY LINE OF KRESKY ROAD; THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE 277.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING ANY PORTION LYING WITHIN NE KRESKY AVENUE OR NE GROVE STREET.

LEWIS COUNTY, WASHINGTON

Reiteration from Agreement Provision 5 and Recital V: COUNTY intends to apply for a boundary line adjustment (BLA) to add land to the above-described lot so that the lot includes the entirety of the shelter and its fence. Following recording of such BLA, this Agreement will be deemed to apply to the enlarged parcel 021650-002-001 and the applicable legal description will be the one reflected in the BLA.

EXHIBIT B

DEFERRED IMPROVEMENT AGREEMENT (Pursuant to Chehalis Municipal Code 12.04)

EFFECTIVE DATES:	Expires Ten (10) Years from Recording
GRANTORS:	LEWIS COUNTY, WASHINGTON
GRANTEES:	CITY OF CHEHALIS, WASHINGTON
TAX PARCEL:	021650-002-001
DESCRIPTION:	A Portion of the Southeast Quarter of Section 20, Township 14 North, Range 2 West, W.M., more fully described in Exhibit A.

The City of Chehalis, Grantee (“City”), and Lewis County, Grantor, enter into this Agreement for deferred frontage improvements.

Recitals:

WHEREAS, the City and Grantor have a common desire for the development of Grantor’s real property (“Property”), the City because growth is beneficial to the City, and the Grantor because development is intended to create economic benefits for the Grantor; and

WHEREAS, the Property is either in the Chehalis City Limits or in the Urban Growth Area (“UGA”) and subject to the City’s development codes and regulations, including without limitation CMC 12.04 – Frontage Improvements; and

WHEREAS, Grantor desires to improve the Property, but desires to defer frontage improvements as set forth in City code, to the portion of the Property abutting Grove Street (“the Improvements”) and the City desires to allow the Grantor additional time to build the Improvements; and

WHEREAS, Grantor warrants that it has no homestead rights in the Property and that the Property is not and will not be used primarily for agricultural purposes; and

WHEREAS, the City has determined that deferring the Improvements for three (3) years will not negatively impact the health or safety of the City or its citizens or visitors;

IT IS NOW THEREFORE AGREED AS FOLLOWS:

1. RECITALS: Grantor and City adopt the above recitals as if fully restated here.
2. REQUIREMENT FOR FRONTAGE IMPROVEMENTS: Grantor acknowledges and affirms that the Improvements are required for development of the Property. Grantor agrees to complete the Improvements if required as set forth herein.
3. DEFERRAL OF FRONTAGE IMPROVEMENTS: The City agrees to allow the Grantor at least THREE (3) YEARS from the date of this Agreement, specifically until June 30, 2028, to fully complete the Improvements (the “Deadline”). Grantor does not have to complete the Improvements until the Deadline, even if one of the triggering events below occurs. If triggered, Grantor agrees to complete the Improvements in a manner that complies with all applicable law and codes.
 - a. The triggering events are as set forth in the current CMC 12.04.110, which is attached and incorporated herein.
 - b. If a triggering event occurs after June 30, 2028 but within the ten-year period of this Agreement, the Deadline shall be two years from the triggering event.
 - c. The City shall provide notice of a triggering event to Grantor via means reasonably calculated to apprise Grantor of its obligations. This shall include, at a minimum, notice in writing mailed or hand-delivered to Grantor’s main office or manager, and such phone calls, emails, or other communications as are likely to apprise Grantor.
4. FAILURE TO COMPLETE IMPROVEMENTS: If the Improvements are triggered and

Grantor fails to complete the above Improvements by the Deadline, the City may elect

to install the Improvements or have the Improvements installed by a third party. Grantor grants to City a lien for the total cost of installation of the Improvements plus an administrative fee, burdening the Property as described in Exhibit A. The City may record the lien against the Property with or without notice to Grantor for the total cost incurred by the City, including a premium of ten percent (10%) over and above the actual costs, as an administrative fee. A lien recorded pursuant to this Agreement shall be deemed a consensual lien, consented to by the Grantor by executing this Agreement. Without limitation, installation costs shall include staff costs, contractor and subcontractor costs, materials costs, legal and professional fees, and all other expenses reasonably attributable to the project.

5. EMERGENCY DEVELOPMENT OF IMPROVEMENTS: If the City determines at any point after execution of this Agreement that circumstances have changed, such that the continued deferral of the Improvements poses a health or safety risk if deferred until the Deadline, the City may provide notice to Grantor, in the same manner as for a triggering event noted in paragraph 3.c above, that it requests that Grantor install the Improvements before the Deadline. Grantor shall have 30 days to notify the City if it will voluntarily install the Improvements, and if so by what date. If Grantor chooses not to install the Improvements before the Deadline or if the City believes the date is not soon enough, the City may immediately install the Improvements and the Grantor shall pay for the actual cost incurred by the City, but the Grantor shall have until the Deadline to reimburse the City. If the Grantor fails to pay by the Deadline, such failure shall constitute a failure to complete the Improvements and will result in City recording a lien against the Property as provided herein.

6. ASSUMPTION OF RISK: Grantor assumes all risks associated with deferring the Improvements. Grantor hereby agrees to defend, indemnify, and hold harmless the City against any claims, judgments, penalties, assessments or other costs (“claims”), including without limitation the costs of expert and attorney fees in the investigation and defense of said actions arising out of claims traceable or attributable in any way to the lack of Improvements. This agreement to defend, indemnify, and hold harmless shall include, without limitation, any claims by the Grantor, its assigns or heirs or anyone claiming by or through any of them, or claims made by any third party. Any costs incurred by the City for any claims shall be paid by the Grantor upon demand, and such costs may be the basis for a lien against the Property.
7. ALTERNATIVE TO LIEN: If Grantor fails to comply with this Agreement and City would be entitled to a lien hereunder, the Grantor agrees that the City may record the lien or may take any other action allowed by law, including but not limited to suing for a judgment against the Grantor and recording the judgment against the Property.
8. OBLIGATION TO RUN WITH THE LAND: The obligations imposed upon the Grantor shall run with the Property and be enforceable against future owners of the Property. Grantor’s obligations shall run with the land and shall be enforceable upon its heirs and assigns up to and including the value of the Property.

[Signed and Agreed by both Parties by their authorized representatives on the next page:]

CITY OF CHEHALIS:

LEWIS COUNTY:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

STATE OF WASHINGTON)

ss.

COUNTY OF LEWIS)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing instrument on behalf of LEWIS COUNTY, and acknowledged that s/he signed the same as her/his free and voluntary act and deed, for the uses and purposes therein mentioned, and with full authority to act on behalf of Lewis County.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2025.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)

ss.

COUNTY OF LEWIS)

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing instrument on behalf of the CITY OF CHEHALIS, and acknowledged that s/he signed the same as her/his free and voluntary act and deed, for the uses and purposes therein mentioned, and with full authority to act on behalf of the City of Chehalis.

SUBSCRIBED AND SWORN to before me this _____day of _____, 2025.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____

Chehalis Municipal Code 12.04.110

12.04.110 Requirements.

A. Frontage Improvements in General.

1. Any permit authorizing a development or redevelopment within residential and commercial zones will require that the developer or property owner be responsible for construction or installation of frontage improvements in accordance with these standards. Frontage improvements will not be required at locations where the health, safety, or welfare of the general public or environment will be negatively impacted.
2. Select areas are designated for the mandatory installation of frontage improvements with any development or redevelopment project. Other areas identified may apply for deferral of frontage improvements. These specific designations are identified below.

B. Sidewalk, Curb and Gutter.

1. The installation of sidewalk, curb and gutter will be required of all development projects on the following streets:

- a. Cascade Avenue;
- b. Chamber of Commerce Way;
- c. Interstate Avenue;
- d. Louisiana Avenue;
- e. Market Boulevard;
- f. Mills Avenue;
- g. Newaukum Avenue (from Riverside Drive to city limits);
- h. Parkland Drive;
- i. Riverside Drive (from Highway 6 to Newaukum Avenue);
- j. State Avenue (from Chamber of Commerce Way to West Street);
- k. 13th Street (from Parkland Drive to Market Boulevard);

- l. 20th Street;
- m. National Avenue;
- n. Kresky Avenue;
- o. All WSDOT functionally classified arterial and collector roads.

2. The improvements will be installed in such a manner as to provide continuity for future frontage improvements from adjacent properties. When properties are located at the end of a block, the sidewalk, curb and gutter may be installed around the corner of the side street to a logical point of discontinuation, as determined by the director of public works.

3. Sidewalk, curb and gutter installation may be deferred for development projects along all other streets unless one of the following criteria exists:

- a. There is existing sidewalk, curb and/or gutter adjacent to the development property;
- b. There is existing sidewalk, curb and/or gutter along the development property frontage that is damaged or does not meet the current standards;
- c. The development property is within 250 feet of any school or public park property.

C. Streetlights.

1. The installation of streetlights will be required of all development projects with frontage on the following streets:

- a. Cascade Avenue;
- b. Chamber of Commerce Way;
- c. Interstate Avenue;
- d. Louisiana Avenue;
- e. Market Boulevard;
- f. Mills Avenue;
- g. Newaukum Avenue (from Riverside Drive to city limits);

- h. Parkland Drive;
- i. Riverside Drive (from Highway 6 to Newaukum Avenue);
- j. State Avenue (from Chamber of Commerce Way to West Street);
- k. 13th Street (from Parkland Drive to Market Boulevard);
- l. 20th Street;
- m. National Avenue;
- n. Kresky Avenue;
- o. All WSDOT functionally classified arterial and collector roads.

2. The improvements will be installed in such a manner as to provide continuity for future frontage improvements along adjacent properties. These accommodations may include the installation of conduit and junction boxes along the extent of the frontage.

3. Streetlight installation will be deferred for development projects along all other streets in the city, unless there are existing streetlights installed along any adjacent properties.

D. Exceptions.

1. If, in the opinion of the director of public works, the existing frontage features are properly installed, in good condition, operational, and not hazardous to public health, safety, or welfare, the development will be exempt from frontage improvement standards.

2. When frontage improvements are a continuation of existing improvements that no longer meet current city standards, the proposed improvements may be allowed to maintain continuity if approved by the director of public works.

3. The following types of development will be exempt from the frontage improvement requirements:

- a. Any addition to and/or remodeling of a single-family residence or duplex.
- b. New single-family developments that are not part of contiguous, multiple single-family lots under sole ownership or that do not have existing frontage improvements abutting the property in question.

- c. Any conversion or change in use of a development where the area being converted is less than 1,000 square feet and the change in use is not likely to result in 25 percent more vehicle trips during the peak traffic hours. Trip generation rates will be determined on the basis of the methodology set forth elsewhere in these standards.
- d. Any remodeling of an existing building or development if no change in use or additional gross floor area results and the cost of the improvements or alterations is less than 25 percent of the value of the existing structures on the property.
- e. Any cumulative addition of less than 1,000 square feet of gross floor area to a building or development as it existed on January 1, 2000.

E. Deferrals.

1. For all projects that are granted a deferral of any frontage improvement, the property owner of record will be required to enter into an agreement with the city to install the deferred improvements at some future date (refer to subsection (E)(4) of this section). This agreement will be recorded with the property to ensure the city's ability to enforce the deferral regardless of changes in property ownership and will be enforceable as allowed by law. The property owner will execute and record a covenant document, as supplied by the city, ensuring participation of the subject property owner(s) in the construction of frontage improvements. The agreement will be effective for a period of 10 years from the date of recording, as allowed by RCW 35.42.182.
2. Any redevelopment project, regardless of location, that is necessitated by fire, flood, other natural disaster, or act of the public enemy will be granted a deferral from the installation of frontage improvements under the following conditions:
 - a. The redevelopment project is of the same size, type, and usage as existed on the property prior to the damage.
 - b. There are no negative impacts to the health, safety, or welfare of the public or environment that will be created or perpetuated by the delay of the frontage improvements.
 - c. If the property is located on a street requiring mandatory frontage improvements as defined in these standards, the deferral will be for a period of three years from the time of completion of the redevelopment project. At that time, the property owner will install the deferred improvements.

3. In certain circumstances it may not be appropriate to require the installation of frontage improvements at the time a development occurs. The director of public works may authorize a deferral of any or all required frontage improvements, as defined by these standards, provided one or more of the following conditions are met:

- a. The design grade and alignment of the abutting street cannot be determined at the time of construction of the development.
- b. The installation of frontage improvements required for the development would create or intensify a hazard to public safety or health.
- c. The installation of required frontage improvements would be inconsistent with the city's long-range street or utility master plans.
- d. The cost of the frontage improvement construction is greater than 25 percent of the entire development project cost, unless necessary to protect the health, safety, and welfare of the public or environment. (The costs will be calculated by the owner's representative and approved by the director of public works.)

4. The city will initiate deferred frontage improvements under the following specific guidelines:

- a. Deferred frontage improvements will be initiated by the city no sooner than three years from the date the deferral is granted, unless the property in question is part of a local improvement district (LID) formed for the purpose of constructing the deferred improvement or a health or safety issue comes to exist as a result of the need for the deferred improvement.
- b. If the city or other entity initiates a project in the vicinity of the property where the improvement was deferred, the improvement may be initiated if related to the work that will be performed.
- c. The deferral is valid for a period of 10 years. If the improvement is not initiated within that period, the deferral will lapse and the property owner will no longer be bound by the conditions of the deferral. A lapsed deferral does not exclude a property owner from participation in an LID. [Ord. 1086B §§ 2 – 5, 2023; Ord. 819B § 14, 2007; Ord. 785B § 14 (1.07), 2005.]