Memo

To: Mayor and Hayden City Council

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

Date: 11/19/2026

Agenda Item: Approval of the Deferred Improvement Agreement with One Place Church, Inc.

Agenda Item Location
Consent

Background and Recommended Action or Motion
As part of the site and building improvements at 8383 N Huetter Road, Permit No. PB25-0182, the property owner is required to construct frontage improvements 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 Deferred Improvement Agreement with One Place Church, Inc. 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 the construction of frontage improvements.

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



ONE PLACE CHURCH INC DEFERRED IMPROVEMENT AGREEMENT

This agreement is entered into between One Place Church Inc, 190 W Centa Avenue, Hayden, Idaho 83835, hereinafter "One Place", and the City of Hayden, an Idaho municipal corporation, 8930 N. Government Way, Hayden, Idaho 83835, hereinafter "City."

WHEREAS, One Place is the owner of Kootenai County Tax Parcel Number H-C078-200-64A-A more particularly described as POST FALLS IRR TRS, TAX#27215 EX RW [IN E2-TR 64 BLK 20 & SE] Section 20 Township 51North Range 04West; and

WHEREAS, Hayden Municipal Code requires that at the time of issuance of a building permit for a structure in a commercial or light industrial zoning district that construction/installation of frontage improvements shall be required as part of the site improvements; and

WHEREAS, the Hayden Municipal Code 11-4-7(C)(5) 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, on the date of this Agreement the ultimate centerline and corridor for Huetter Road has not been established and it appears that the frontage improvements along One Place's frontage on this roadway could not be reasonably completed independent of a larger project in Huetter Road; and

WHEREAS, ONE PLACE has an approved building permit PB25-0182 and site plan for a new structure on the property and will apply for a Certificate of Occupancy; and

WHEREAS, the City Engineer has determined that the installation of the frontage improvements, which generally include asphalt match, curb, gutter, swales, sidewalks or paths, landscaping, stormwater facilities, and other related features hereafter known as "Frontage Improvements" and which are further described below, may be deferred at this time on the condition that the property owner enter into an Agreement which will require the property owner to construct or participate in the funding of the frontage improvements at a later date determined by the City; and

2. ONE PLACE acknowledges the benefit that it is receiving from the City by deferring the Frontage Improvements, which under the existing City Code are required to be constructed at this time.

   In exchange for the benefits that it is receiving by deferring its present obligation to a later date ONE PLACE consents, for itself, it successors and assigns, to the placement of a lien on the subject property in the amount of the costs incurred by the CITY for the construction of the frontage improvements associated with the subject property, should ONE PLACE, it successors or assigns, fail or refuse to perform the duties and obligations articulated in #1 above.

   ONE PLACE waives the right to contest the City's authority to lien the subject property but retains its ability to perform the obligations itself in accordance with the terms of this agreement. Should ONE PLACE perform its obligations under this agreement then the CITY shall not be entitled to enforce its lien rights created herein and the lien provisions herein shall be of no force or effect.

1. The Developer acknowledges that a large project on Huetter Road 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 Huetter Road. This waiver does not prohibit the Developer from challenging the amount of the individual LID assessment.
1. The Developer acknowledges that it is possible the City will improve and/or reconstruct {insert name of road} 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.

3. Prior to issuance of the final Certificate of Occupancy for building permit PB25-0182, ONE PLACE shall deed the right of way necessary to allow for the future widening of Huetter Road, and grant the necessary roadway, drainage, utility, and snow storage easements. Said easements and/or deeds will be in accordance with the particular Transportation Plan or corridor plan that is adopted and in effect at the time of issuance of the building permit. Nothing shall preclude the City from requiring additional right-of-way dedication and or easements in the future in accordance with the most current Transportation Plan or corridor plan and City Code.

4. ONE PLACE, or its successor in interest may continue to use the property over which the rights of way are dedicated and easements 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. ONE PLACE shall maintain the area at ONE PLACE's sole expense;

b. ONE PLACE shall discontinue the use of the right-of-way and easement area within thirty (30) day's written notice of the City;

c. ONE PLACE 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 ONE PLACE's use of the right-of-way, and/or easements, or for the City allowing ONE PLACE to use the property; until City requires One Place to discontinue the use of the right-of-way and easement area.

5. In addition to the scenarios set out in Paragraph 1, ONE PLACE agrees that at such time as ONE PLACE applies for any subsequent building permits, site reviews, or subdivision, ONE PLACE shall comply with the code in effect at the time of that application.

6. ONE PLACE agrees that by deferring the Frontage Improvements, ONE PLACE waives the right to request installation of the Frontage Improvements in compliance with the standards at the time of this building permit application and concedes that said frontage improvements will be installed in conformance with the standards in effect at the time of the installation and at the locations approved by the City.

7. The parties agree that the terms of 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.

8. This Deferred Improvement Agreement is hereby declared to be 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

_____
Alan Davis, Mayor
Date: _____

ATTEST:

_____
Abbi Sanchez, City Clerk

ONE PLACE, INC

Christopher Pace Hartfield
_____, ~~Member~~ President
Date: 10.30.26

Christopher Pace Hartfield

STATE OF IDAHO)
):ss
County of Kootenai)

On this _____ day of _____ , 2018, 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:
Commission Expires:

STATE OF IDAHO)
) ss.
County of KOOTENAI)

On this 30th day of, October 2026, before me, Teresa Y Keith, a Notary Public in and for said State, personally appeared Christopher Pace Hartfield, known or identified to me to be the President of ONE PLACE, INC., the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

TERESA Y KEITH
COMMISSION NO. 60405
NOTARY PUBLIC
STATE OF IDAHO

Teresa Y Keith
Notary Public for Idaho
Residing at Hayden
My commission expires 10/09/2030