



CITY OF NORTH SALT LAKE

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT, made and entered into in this _____ day of _____, 20____, (the “Effective Date”) and by and between _____, hereinafter referred to as “Developer,” and THE CITY OF NORTH SALT LAKE, a Municipal Corporation, hereinafter called “City,”

Witnesseth:

WHEREAS, Developer is or shall be the owner of certain property, which is being subdivided under the name of _____, into a residential or commercial Subdivision; and

WHEREAS, the City Administrative Land Use Authority, hereinafter called “ALUA”, has, in substance, approved said Subdivision on _____; prior to the recordation of the Final Subdivision Plat, arrangements must be made whereby the City is guaranteed that all improvements, both on-site and off-site, required by the City’s Ordinances and heretofore agreed to by the parties to this Agreement shall be installed and paid for by the Developer; and

WHEREAS, Developer desires to enter into this Agreement to ensure Developer’s compliance with ordinances, rules, regulations, requirements, and standards of City; and

WHEREAS, Developer may desire to **delay** completion of all or some improvements required by City Subdivision and Land Use ordinances for subdivisions prior to the final plat recordation; and

WHEREAS, the City Subdivision Ordinance Section 13-5-130(B)(5) provides that the Developer may elect to install any required public landscaping improvements or infrastructure improvements prior to recordation of the plat, or post an Improvement Completion Assurance, hereinafter called “Assurance”, equivalent to 100% of the estimated costs of said required improvements which are incomplete, not inspected, or unaccepted at the time of recording the final plat; and

WHEREAS, the City Engineer has provided an engineer’s estimate or has approved the Developer’s professional engineer’s estimate or licensed contractor’s bid of the total cost for the installation of all subdivision improvements required by the City, including those improvements installed prior to this agreement and so noted as completed, hereinafter called “Engineer’s Estimate”, attached hereto as Exhibit “A”, dated _____; and

WHEREAS, the Developer has submitted an Assurance for the completion of all improvements not installed or inspected prior to the date of this agreement attached hereto as Exhibit "B", in the form of _____ (surety, escrow, etc.) in the amount of \$_____ to guarantee the installation of infrastructure in accordance with the approved Engineer's Estimate; and

WHEREAS, the City requires the Developer to warranty and guarantee the improvements for one year after final inspection and acceptance by the City, hereinafter called "Warranty Period" and "Conditional Acceptance"; and

WHEREAS, the City requires the retainage of the equivalent of ten percent (10%) of said Engineer's Estimate for the total estimated costs associated with the installation of all required improvements during said Warranty Period as warranty against defect or damage, the required retained amount shall be \$_____.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, and agreements to be performed and kept by each of the parties as hereinafter set forth, it is hereby mutually agreed as follows:

1. That the City shall sign the Final Subdivision Plat based on promises and representations made in this Agreement and Assurance with the City.
2. That the Developer will install within two (2) years from the date of City ALUA approval of the Final Subdivision Plat, all of the public landscaping improvements or infrastructure improvements within and bordering _____ Subdivision, in North Salt Lake, Davis County, Utah, as required by the ordinances of the City and in accordance with the adopted City Standards and Specifications Manuals. The time period for the completion of the required improvements may be extended by the City Engineer provided the existing Assurance is extended or a replacement Assurance is provided in the equal to 100% of the remaining improvements to be installed, including the required 10% warranty for the improvements in accordance with the approved City Engineer's estimate, payment of actual administrative costs incurred in reevaluating the sufficiency of the assurance amount and subject to the review and compliance to any ordinance, standard, or fee amendments which have occurred since the original approval.
3. That the public landscaping improvements or infrastructure improvements to be installed by the Developer shall include, but not be limited to, those improvements set forth on the final construction plans, attached hereto as Exhibit "C," dated _____.

Which plans have been reviewed by the City Engineer and are in general conformance with City Code and standards, and any development agreement where applicable, and as part of the City ALUA Approval of the Final Plat entitled _____
____ prepared by _____ a Registered Land Surveyor, under date of _____
_____ identified hereto as Exhibit "D," also by reference made part hereof.

4. That the Developer will connect the Subdivision's proposed water lines to the City's existing culinary and secondary water lines (or other water system as applicable). For developments with private streets, the proposed culinary and secondary water system and water lines within the boundaries of the development, (not including any water service connection lines on building lots) shall be owned, operated, and maintained by the City or other water system, in accordance with the State of Utah Division of Drinking Water standards and applicable city regulations; the City shall retain the right to inspect any private culinary or secondary water lines, or service connections and require additional maintenance or backflow prevention devices, as necessary to protect the City water systems.
5. The City shall be granted an easement to all private roads for the repair or replacement of water lines, meters, and fire hydrants within the Subdivision. All water laterals on private lots past the meter and all fire lines will be privately owned and maintained by the property owner served by said water lateral or fire line. In the event of a water line break within the street right-of-way, the City shall be responsible for the repair of the break and to restore the asphalt paving in accordance with City standards. The City shall coordinate and schedule, where possible, any necessary water line replacement with the private street owner to be completed in conjunction with asphalt replacement or other reconstruction. The cost of said asphalt replacement or reconstruction shall be the sole responsibility of the owner of said private road.
6. That the Developer will connect the sanitary sewer serving said Subdivision into the South Davis Sewer District's existing lines in accordance with all state and federal regulations and the standards as required by the District.
7. That the Developer will fully improve the public and private streets adjacent to and within said Subdivision as set forth in the Approved Final Plans referred to above.
8. That all of the street and infrastructure improvements required by the Subdivision Ordinance and the adopted Standards and Specifications Manuals of the City, including, but not limited to, fencing, curb, gutter, sidewalk, culinary water, secondary water, sanitary sewer, storm

drainage, land drain, landscaping, street signs and traffic control signs, street lighting, street construction, and asphalt preservation treatment, shall be installed in accordance with said City Ordinances and Standards and according to accepted engineering and construction standards, and subject to approval of the City Engineer. That any pressure irrigation system and distribution lines now or hereafter installed shall conform to the standards and meet the requirements of the City, and the sanitary sewer design and installation shall be in accordance with the requirements of South Davis County Sewer Improvement District.

9. Roadway Surface Treatment: It shall be required, as part of the public street improvements, that the developer deposit with the City sufficient sums to provide appropriate roadway surface treatment for the streets, such as slurry seal, chip seal, or mineral bond, as required by the City Engineer based upon road type. Said deposit shall be provided at the time of final warranty inspection. The City shall install the surface treatment at the end of the warranty period and in conjunction with other city street preservation projects. The developer shall be responsible for the placement of the appropriate roadways surface treatment for all private streets within the development, upon the expiration of the warranty period.
10. That, in addition to the street and offsite improvements required by the Subdivision and other Ordinances of the City, Developer agrees to provide adequate storm and underground water drainage facilities to meet the requirements of the City to serve said Subdivision and as shown on Exhibit "C."
11. That the fees and charges required by the adopted Ordinances and Comprehensive Fee Schedule of the City, shall be paid by Developer prior to the filing of the Final Plat in the office of the Davis County Recorder.
12. That the Developer agrees to develop said Subdivision in accordance with accepted development procedures, to provide such road surface, including road base and/or gravel, during the construction activities within the Subdivision as will render the streets therein accessible and conducive to travel by trucks and heavy equipment, to take the necessary precautions to prevent undue amounts of dirt or debris from being tracked onto or deposited upon the public streets or walk ways adjoining the Subdivision, and to be responsible for any expense reasonably incurred by the City in cleaning said public streets and walk ways of the undue amounts of dirt or debris so deposited as a result of construction activities within the Subdivision, and further consents that, upon delivery of notice to the Developer, the City

may stop work on the construction of said Subdivision and prevent further building construction on the lots therein until conditions within said Subdivision are rendered satisfactory, in the judgment of the City's Building Inspector or Engineer, for the resumption of building activity therein.

13. The Developer shall provide timely notice of installation of required infrastructure to accommodate periodic City inspections prior to burial of improvements, or shall obtain third party special inspections as required by the City, which may include, but shall not be limited to: compaction testing, deflection testing, pressure testing, geotechnical testing, structural testing, retaining wall testing, etc.
14. Developer will also limit the construction of buildings within the Subdivision to those lots lying within 250 feet of a fire hydrant fully charged with water under sufficient pressure to provide adequate fire protection, and served by roads improved to the extent that the same are passable for ambulance, firefighting trucks, and apparatus.
15. Developer agrees to accept responsibility for weed and erosion control for all undeveloped lots within the subdivision until such time the lots are sold to a third party and further agrees, after delivery of notice to Developer, to reimburse the City for costs incurred for failure to manage and control weeds within the development.
16. **Conditional Acceptance.** At such time as Developer completes the improvements required by City ordinances and standards and the approved improvement plans, Developer shall provide detailed "as-built" plans of Subdivision to City's Engineering Department. The "as built" plans shall be drawn on reproducible copies of the original tracings and certified as to accuracy and completeness by the Developer's licensed engineer. An electronic CAD submittal of the as-built plans shall also be submitted prior to final acceptance of the subdivision improvements. The "as-built" plans shall detail the completed improvements and indicate locations, dimensions, materials, and other pertinent information necessary to ensure an accurate record of the improvements. Plans shall indicate that completed improvements are in accordance with the approved construction plans. The Developer shall ensure delivery of both to City's Engineering Department. At such time as Developer completes improvements, either in whole or in part, required by City, Developer shall submit written requests to City's Engineering Department & Public Works Department for inspection of said improvements. Upon receipt of Developer's written request, City Personnel shall inspect improvements to verify compliance with applicable City standards. After inspection

and verification that improvements fully comply with said standards, City inspectors shall notify the City Engineer or designee, recommending "Conditional Acceptance" of said improvements, who shall then recommend to City Manager to authorize a reduction in the amount held by Assurance Agent for costs of specific improvements accepted. ***At no time shall the City authorize a reduction of improvement completion assurance funds to a level lower than ten (10%) percent of the original amount until "final acceptance" by the City. Said amount shall be held for a Warranty Period of one year after Conditional Acceptance.***

17. **Reduction.** The bond proceeds may be reduced upon request of the Developer as the improvements are installed. The amount of the reduction shall be determined by the City. Such requests may be made only once every thirty (30) days and no reductions shall be authorized until such time as the City has inspected the improvements and found them to be in compliance with City standards and approved improvement plans. All reductions shall be with the written authorization of the City Engineer. The bond shall not be reduced below ten (10%) of the engineer's estimate, until such time that all improvements have been accepted and upon the expiration of the one (1) year warranty period. The warranty period shall begin once as built drawings in CAD format have been submitted to the City, and all improvements have been completed and approved by the City Engineer, with the exception of the required preservation treatment, which deposit for the installation shall be due at that time.
18. **Deficiency In Bond Proceeds.** If the bond proceeds are inadequate to pay the cost of the completion of the improvements according to City standards for whatever reason, including previous reductions, the Developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until the improvements are completed or new bond, satisfactory to the City, has been executed and delivered to the City to ensure completion of the remaining improvements.
19. **Default on Improvements.** Should Developer fail to make improvements required by City within two (2) years of the effective date of this Agreement, City may, after delivery of notice to Developer and Developer fails to undertake the completion of said improvements within ten (10) days after receipt of such notice from City, declare funds on deposit with Assurance Agent forfeited and use proceeds of account to install improvements required by the City. The ***City Engineer*** may also, at its sole discretion, ***for good cause***, and after written request from Developer, grant Developer one additional year to install required improvements by

sending Developer written notice of the extension by certified mail, with a copy also sent to Assurance Agent. If Developer does not complete required improvements by the end of the additional year, Assurance Agent shall forfeit to City the funds to complete as much of the remaining improvements as possible. Upon receipt of the bond proceeds, after the expiration of the time period, the costs of completion shall include reimbursement to the City for the costs of administration incurred by the City in obtaining the completion of the improvements.

20. After successful installation of improvements and all other requirements of City and this Agreement, Assurance Agent shall return to Developer any unused funds or release the Improvement Completion Assurance, as applicable, upon written authorization from the City Manager. If, at any time during construction or Warranty Period, the funds or surety held by Assurance Agent is inadequate, as determined by the City Engineer or designee, to complete improvements or correct defects in materials or deficiencies in workmanship of improvements, Developer shall deposit funds with or obtain additional surety from Assurance Agent, such sums as determined by City as necessary to complete, repair, or replace improvements and fund the security amount required in this Agreement. City may not issue any additional building permits in the Subdivision if costs of improvements and security amount fall below the required amount in this Agreement to properly complete all improvements and guarantee their materials and proper installation for the required Warranty Period.
21. **Retention of Bond Funds.** A sum equal to 10% of the total Engineers Estimate, or \$_____, shall remain with Assurance Agent during the one-year Warranty Period after the Conditional Acceptance by City of all improvements for the Subdivision. Assurance Agent shall not release the 10% Assurance to Developer until after the end of the required Warranty Period, and the City has accepted the Subdivision improvements after making a final warranty inspection to ensure they have remained in good condition and are not in need of repair or replacement, and notifies Assurance Agent in writing of such Final Acceptance by the City.
22. **Deficiency in Workmanship During Warranty Period** If City finds any defects in material or deficiencies in workmanship of improvements for Subdivision during the Warranty Period, City shall make demand upon Developer to promptly resolve such issues, by repairing or replacing every applicable part of such improvements and making written request to City's

Engineering Department for reinspection of same with no cost to City. A determination for necessity of repairs and maintenance of work rests with the Community Development Director upon recommendation of City Engineer or designee. The Community Development Director's decision upon the matter shall be final and binding upon Developer. If Developer fails to correct identified defects or complete improvements within sixty (60) days of receipt date of such notice and demand, or other timeframe as deemed appropriate by City Engineer due to weather or other unforeseen conditions, City may draw from remaining funds in Developer's security account to offset costs for completing or contracting such work on improvements, together with 15% in addition thereto for administrative costs, after noticing Developer of such intent. Developer may then request in writing to City Recorder and Assurance Agent, a hearing before City Council within thirty days of said notice regarding alleged defects, deficiencies, or incomplete improvements. The hearing shall be for the purpose of determining the amount of time Developer shall have to complete improvements or required repairs.

23. Upon receiving written notification from City that Developer failed to install, repair, or replace any improvements identified by City and that City requires a release of funds for compensation of costs incurred through correcting same, Assurance Agent shall release to City (or subcontractor specified by City) from security account the cost of said work up to the total amount of remaining security funds. Upon demand of the City Manager, Developer shall pay directly to City any shortfall between actual costs for such work and remaining security funds. All parties shall hold Assurance Agent harmless for its payments to City or subcontractor.
24. **Termination of Security and Return of 10% Security.** One year, or two years when applicable, after City grants Conditional Acceptance of all required improvements required for the Subdivision and said improvements remain substantially free from latent defects, Developer may submit a written request to City's Engineering Department for an end of warranty inspection. City may then grant Final Acceptance of the Subdivision improvements after receiving a written report from City inspectors verifying inspection, correction by Developer of **any** defects and/or deficiencies, and compliance of improvements. City shall notify Assurance Agent of said Final Acceptance, and Assurance Agent shall release to Developer any monies still held in security account, and the City Manager shall discharge Assurance Agent of its obligations to City. Upon completion of any repairs or replacements

that the City may reasonably require and Final Acceptance of all improvements, only the City Manager may notify Assurance Agent to release to Developer all remaining security funds.

25. **Agreement Binding; Legal Fees.** This Agreement shall be binding upon the successors and assigns of the parties hereto and should either party default in any of the terms, covenants, and conditions herein set forth, the defaulting party agrees to pay all costs of enforcing this Agreement, including a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

DEVELOPER:

[Insert Developer Name]

CITY:

**CITY OF NORTH SALT LAKE, a
Municipal Corporation**

By: _____

[insert name/title]

By _____

Ken Leetham, City Manager

**In witness whereof, the Developer, as
indicated above, hereby executed this
document before me, represented
authorization to do so, and
acknowledged same this _____ day
of _____, 20____.**

ATTEST:

By _____

Wendy Page, City Recorder

Notary Public:

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT A
(City Engineer's Estimate of Improvements)

EXHIBIT B
(Assurance Document)

EXHIBIT C
(Final Construction Plans)

EXHIBIT D
(Subdivision Plat)