



CITY OF NORTH SALT LAKE DEVELOPMENT IMPROVEMENT AGREEMENT

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

Witnesseth:

WHEREAS, Developer is the owner of certain property, which is being developed under the name of _____, into a _____ (multi-family, commercial, etc) development; and

WHEREAS, the City Planning Commission and City Council have approved said development; and arrangements must be made whereby the City is guaranteed that all public improvements, 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, the Developer has submitted an Improvement Completion Assurance, attached as Exhibit “A”, in the form of _____ (surety, escrow, etc) in the amount of \$_____ to guarantee the installation of infrastructure in accordance with the approved City Engineer’s Estimate of Improvements, attached in Exhibit “B”; and

WHEREAS, the City of North Salt Lake requires the developer warranty or guarantee the improvements for one year after acceptance and shall retain 10% of said Improvement Completion Assurance as warranty against defect or damage.

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 Developer will install within 12 months from the date of City Council approval of the Site Plan all of the street and infrastructure improvements bordering _____, in North Salt Lake, Davis County, Utah, required of the land use ordinances of the City and in accordance with said requirements and Engineering standards of the City.

2. That the street and infrastructure improvements to be installed by the Developer shall include, but not be limited to, those set forth on the final construction plans, hereto attached as Exhibit "C," dated _____. Which plans have been approved by the City Engineer and are in conformance with any development agreement where applicable, and as part of the City Council Approval of the Site Plan entitled _____ prepared by _____ a Registered Land Surveyor and or Professional Engineer, under date of _____.
3. That Developer will connect the Development's proposed culinary water lines to the City's existing culinary water lines, or other private culinary water system as applicable; will connect the sanitary sewer serving said Development into the South Davis County Sewer Improvement District's existing lines, and will fully improve the public streets adjacent to said Development as set forth in the Approved Site Plans & Construction Drawings referred to above.
4. That all of the street and infrastructure improvements required by the Development standards and Ordinances of the City, including, but not limited to, fencing, curb, gutter, sidewalk, culinary water, secondary water, sanitary sewer, storm drainage, land drain, landscaping, and street construction, shall be installed in accordance with said Standards and City Ordinances 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.
5. That, in addition to the street and offsite improvements required by the Development 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 Development and as shown on Exhibit "C."
6. That Developer agrees to develop said Development in accordance with accepted development procedures, to provide such road surface, including road base and/or gravel, during the construction activities 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 Development, and to be responsible for any expense 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 Development, and further consents that the City may shut down the said Development and prevent further building construction on the lots therein until conditions within said Development are rendered satisfactory, in the judgment of the City's Building Inspector or Engineer, for the resumption of building activity therein.

7. Developer will also limit the construction of buildings within the Development to those buildings 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, fire fighting trucks, and apparatus.
8. Developer agrees to accept responsibility for weed control for all undeveloped portions within the development until such time as the Development is sold to a third party and further agrees to reimburse the City for costs incurred for failure to manage and control weeds within the development.
9. **Conditional Acceptance.** At such time as Developer completes public improvements required by City ordinances, Developer shall provide detailed as-built plans of the improvements to City's Engineering Department that show completed improvements and indicate locations, dimensions, materials, and other information City may require. Plans shall indicate that completed improvements are in accordance with construction plans filed with the site plan and construction drawings. Developer shall also provide a table of said as-builts for ease of providing such information to municipal departments and future property owners. The table shall be in ink on reproducible paper while the detailed as-builts shall comply with submittal standards and in a form approved by the City Engineer, and Developer shall ensure delivery of both to City's Engineering Department either by personal delivery or certified mail. 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 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 acceptance of said improvements, who may 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 City authorize a reduction of improvement completion assurance funds to a level lower than ten (10%) percent of the original amount until final acceptance. Said amount shall be held for a warranty period of one year after conditional acceptance.***

10. **Default on Improvements.** Should Developer fail to make improvements required by City within one year of the effective date of this Agreement, City may declare funds on deposit with Assurance Agent forfeited and use proceeds of account to install improvements required by the City. The **City Council** 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.
11. 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 Paragraph 9. City may not issue building permits in Development 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.
12. **Retention of Bond Funds.** A sum equal to 10% of the total required Improvement Completion Assurance, or \$_____, shall remain with Assurance Agent during the one-year warranty after conditional acceptance by City of all public improvements associated with the Development. Assurance Agent shall not release the 10% surety or funds on deposit to Developer until after the end of the required warranty period, City accepts improvements after making a final inspection to ensure they remained in good condition and

are not in need of repair or replacement, and notifies Assurance Agent in writing of acceptance.

13. **Application and Return of 10% Security.** If City finds any defects in material or deficiencies in workmanship of improvements 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 City Engineer upon recommendation of City's Engineering Inspector or designee. The City Engineer's decision upon the matter shall be final and binding upon Developer. If Developer fails to correct identified defects or complete improvements within sixty 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, through certified mail 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.
14. 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.
15. **Termination of Security.** One year, or two when applicable, after City grants conditional acceptance of all required improvements 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 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 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 and final acceptance of all improvements, only the City Manager may notify Assurance Agent to release all remaining security funds.

16. 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

City of North Salt Lake, a Municipal Corporation

Signature

By _____
Ken Leetham, City Manager

Printed Name

ATTEST:

Title and Company

By _____
Linda Horrocks, City Recorder

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____.

Notary Public:

NOTARY PUBLIC
My Commission Expires: _____