

CITY OF WOODLAND PARK, COLORADO

TITLE 10

SAMPLE SUBDIVISION DEVELOPMENT AGREEMENT

TABLE OF CONTENTS

SECTION 10.1	SAMPLE SUBDIVISION DEVELOPMENT AGREEMENT	10-1
SECTION 10.2	SAMPLE PERFORMANCE GUARANTEE	10-6

10.1 SAMPLE SUBDIVISION DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the CITY OF WOODLAND PARK, (the “City”), and _____, (the “Developer”):

WHEREAS, the property which is subject to this agreement is the _____ Subdivision, within the City of Woodland Park, County of Teller, Colorado, and the Developer has submitted this plat for the subject property to the City for approval as required by City Ordinance; and

WHEREAS, the Developer and City desire to provide for the orderly development of the subject area now submitted to platting and provide for all matters required by the Subdivision Regulations, Engineering Specifications, Zoning Ordinance and all other applicable ordinances of the City; and

WHEREAS, City Code Section 13.12.040, City Code Section 13.36.030 and City Code Section 17.44.030 provide for an agreement with those desiring to extend water or sewer facilities, requiring all third parties to pay for their pro-rata share of the cost of extension prior to tapping on to said facilities; and

WHEREAS, the parties hereto wish to make an equitable agreement defining various terms concerning the construction/installation of such facilities and future reimbursement,

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

A. GENERAL CONDITIONS

1. The Developer agrees as follows:
 - a. To develop the platted area in accordance with the Subdivision Regulations, Engineering Specifications, Zoning Ordinance and all other applicable ordinances of the City.
 - b. To install and construct the following subdivision improvements: street base and surface, water lines, sanitary sewer line, drainage, street signs, traffic control signs; and all other improvements necessary to develop the area in accordance with the Subdivision Regulations, Engineering Specifications, Zoning Ordinance, and all other applicable ordinances of the City. All public improvements shall be installed/constructed in accordance with the engineering plans filed with and approved by the City Engineer or appointed representative on _____, and according to revised engineering plans as may be received and approved by the City Engineer or appointed representative.
 - c. To obtain, place, and keep current with the City, a surety bond, letter of credit, or other acceptable assurance for the purpose of guaranteeing to

the City, the installation, interim maintenance and initial and final acceptance by the City of all public improvements in accordance with the Subdivision Regulations, Engineering Specifications, Zoning Ordinance, and all other applicable ordinances of the City. The amount of the collateral shall be equal to one hundred and fifty percent (150 percent) of the construction cost as estimated by the Developer and approved by the City Engineer or appointed representative. The amount of this collateral is hereby set at \$_____. The Developer shall remain liable for all costs of completion of the required public improvements in excess of this amount.

- d. The Developer agrees that after initial acceptance by the City Engineer or appointed representative of all public improvements, said improvements shall become the sole and exclusive property of the City free and clear from any liens, claims, restrictions or encumbrances. The Developer shall furnish the City lien waivers and/or satisfactory proof that all claims and payments to be made in connection with installation/construction of said public improvements have been satisfied.
 - e. The Developer SHALL FURTHER: Maintain all public improvements in the subdivision until these improvements have received initial acceptance by the City for maintenance. The Developer agrees to warrant workmanship and material for one (1) year from date of initial acceptance by the City.
2. All improvements shall be completed by _____, unless an extension is granted as outlined in Section 17.28.030 of the Municipal Code. Street paving shall not be completed until all water, sanitary sewer, drainage, and other utilities are installed and accepted by the City unless otherwise approved by the City Engineer or appointed representative.
 3. The City and the Developer agree and understand as follows:
 - a. All construction/installation shall be done and accomplished in accordance with City Ordinances, Engineering Specifications, rules, regulations and standards in effect at the time of the execution of this Agreement and under the observation of the City.
 - b. The construction cost for all public improvements shall be borne by Developer.
 - c. Any costs for engineering, construction staking, and right-of-way acquisition shall be borne by Developer.
 - d. If desired by the City, portions of the improvements may be placed in service when completed, but such use and occupation shall not constitute an acceptance of said portions. However and notwithstanding

the preceding sentence, any portion of the improvements placed into service by the City for a period of _____ months shall constitute an initial acceptance by the City of such portions of the improvements, as applicable, unless the Developer is notified in writing by the City during said period of service of specified deficiencies for correction by the Developer.

- f. The City will issue building permits for construction on lots only when the final grade within the right-of-way, at least the first lift of paving, curb and gutter, cable, phone, electrical, gas, water, wastewater, stormwater, fire hydrants, street name, and traffic control signs installed and erosion control are in place and functionally complete as determined by the City Engineer or appointed representative.
- g. Public improvements installed/constructed pursuant to this Agreement are eligible for initial acceptance in accordance with the Subdivision Regulations, Engineering Specifications, Zoning Ordinance, and all other applicable ordinances of the City, which initial acceptance upon written request of the Developer shall not be unreasonably withheld, conditioned or delayed by the City Engineer or appointed representative. Request for final acceptance, in writing, may be received by the City no sooner than twelve (12) months following initial acceptance. After inspection the City will identify and provide a written list of deficiencies based on physical inspection of the public improvements. The Developer shall correct all said deficiencies to the City Engineer or appointed representative's satisfaction within six (6) months from the date said deficiency list was issued. When all said deficiencies have been corrected, the City will grant a final acceptance to the Developer.
- h. From time to time, as work to be performed and public improvements to be installed/constructed progresses, the Developer may request in writing that the City inspect such work and improvements as are completed and that corresponding reductions of the collateral be granted. These requests will be processed in a manner similar to a request for initial acceptance. When the City is satisfied that such work and improvements as are specified by the Developer have been completed in accordance with the terms hereof, the City Engineer or appointed representative will submit his statement that he has no objection to the partial reduction of so much of the above specified collateral as is necessary to pay the cost of the work performed and improvements installed/constructed pursuant to this Agreement. In no event shall the amount of any collateral which remains subsequent to any request and approval of a partial release be less than one hundred fifty percent (150 percent) of the established construction cost of the required public improvements for which no release has been made. Also in the event partial releases have been requested and approved, the City and the Developer agree that upon satisfactory completion of all

required public improvements, all remaining collateral shall be released by the City to the Developer.

- i. In order to obtain any releases of the collateral, the Developer shall be required to submit to the City satisfactory documentation confirming proof of payment for contractor services, materials, professional services and other expenditures related to the installation/construction of the applicable public improvements.

B. UTILITY REIMBURSEMENT: As Applicable

C. SPECIAL REQUIREMENTS: As Required

D. IT IS FURTHER AGREED between the parties that this Agreement shall be recorded in the records of Teller County at Developer expense; and further, that this Agreement shall be binding upon the heirs, successors, and assigns of the parties hereto. The parties also agree that upon the satisfactory completion of the obligations and terms of this Agreement, the parties shall cause to be recorded in the records of Teller County a document releasing the subdivided property and the parties, as well as their respective heirs, successors and assigns, from the obligations and covenants imposed herein.

E. IT IS FURTHER AGREED that the rights and remedies of the City provided in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law. In the event the City is required to pursue legal action to enforce the terms of this Agreement and prevails, the Developer shall be liable for reimbursement of the City's court costs and attorneys' fees resulting therefrom.

10.2 SAMPLE PERFORMANCE GUARANTEE

DATE _____ STREET NAME:_____

PROJECT _____ From _____

To _____

The undersigned Contractor hereby guarantees that:

The materials and workmanship furnished under this contract will be according to City engineering specification and will be free from defects for a period of one (1) year from the date of final acceptance by the City.

Within the guarantee period and upon notification to the Contractor by the City, the Contractor shall promptly make all needed adjustments, repairs or replacements arising out of defects, which in the judgment of the City, become necessary during such period.

The costs of all materials, parts, labor, transportation, supervision, special tools and supplies required for replacement of parts, repair of parts, or correction of abnormalities shall be paid by the Contractor.

The Contractor also extends the terms of this guarantee to cover repaired parts and all replacement parts furnished under the guarantee provisions for a period of one (1) year from the date of their installation.

If within 24 hours after the City gives the Contractor notice of a defect, failure, or abnormality of the work, the Contractor neglects to make, or undertake with due diligence to make, the necessary repairs or adjustments, the City is hereby authorized to make the repairs or adjustments himself or order the work to be done by the third party, the cost of the work to be paid by the Contractor plus 15 percent.

In the event of an emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs or adjustment may be made by the City, or a third party chosen by the City, without giving notice to the Contractor, and the cost of the work shall be paid by the Contractor.

NOTARY PUBLIC

CONTRACTOR

Doing Business As