

SUBDIVISION POST-APPROVAL GUIDE

1. **CITY COUNCIL APPROVAL BY RESOLUTION**
 - a. The City Recorder will provide Developer with a copy of the Resolution documenting the City Council's approval of the subdivision final plat with any conditions set by the Council.
 - b. The Developer and Engineer must ensure the conditions and improvement plans reflected on the Resolution are met.

2. **ESCROW AMOUNT**
 - a. Developer's Engineer will forward an estimated cost of improvements to the City Engineer for review.
 - b. The Engineers will coordinate to finalize a cost estimate acceptable and approved by the City Engineer.
 - c. Once the required escrow amount is determined, the City Engineer will provide the Developer and City with the escrow cost summary. Any questions regarding the amount should be directed to the Developer's Engineer or the City Engineer.
 - d. Developer is required to pay for all street lights and street seal coat as required by the City Standards. City Engineer will notify Developer and City of cost which shall be paid to the City.

3. **AGREEMENTS**
 - a. Developer will be required to submit two agreements which are available on the city website www.southwebercity.com
 - *Land Development Agreement* is a standard agreement in which the Developer agrees to complete the Subdivision as presented and approved. The agreement must contain the Developer's name(s), subdivision name and number of lots, and reference to the amount of funds that have been approved as escrow.
 - The *Escrow Subdivision and Fee Agreement* is a contract between the Developer, the City and the financial institution to secure the escrow amount as approved by the City. This agreement specifies that the City shall have exclusive control over release of the security proceeds and they may be released only upon written approval by the City. Once this agreement is signed and the financial institution ensuring the escrow has been secured, it must be submitted to the City who will obtain the necessary City signatures.
 - b. Both agreements must be signed and submitted to the City. The *Land Development Agreement* is recorded at the Davis County Recorder's office along with the Plat.
 - c. Please note this agreement is considered a protected document in that it will contain an escrow account number. The City Recorder will ensure this information is protected.

4. **PLAT PREPARATION AND SIGNATURE**
 - a. The Developer's Engineer must submit electronically (both DWG and PDF formats) the final plat, improvement plans and construction drawings to the City Engineer for final review before printing on the recordable Mylar.
 - b. Once the City Engineer approves plat, the Developer's Engineer will prepare, sign and put his/her seal on the plat Mylar in accordance with the provisions of

the subdivision approval and the standards as set by the Davis County Recorder's office.

- c. The current property owner(s) signature(s) must be secured and notarized under the Owner's Dedication section of the Mylar. The City's offers free Notary service or notarization may be obtained elsewhere.
- d. If the plat includes signature blocks for any utility service providers, the Developer must obtain those signatures before submitting the Mylar to the City.
- e. The City will not accept the Mylar until both the *Developer's Agreement* and *Escrow Agreement* are submitted.
- f. Once the City receives the Mylar, the City staff will ensure all City representatives' signatures are secured in a timely manner. **The Mylar must stay in City possession once it has been submitted.**

5. RECORDING OF THE PLAT

- a. The City will not instigate recordation unless all professional fees incurred to that date have been paid by the Developer.
- b. Once all signatures are secured on the Mylar, the City Recorder will take the plat Mylar and Land Development Agreement to the Davis County Recorder for recordation.
- c. At times there are issues or inaccuracies surrounding the plat that the Developer or Engineer did not discover or address upon research of the property and preparation of the plat. In such a case, the Davis County Recorder will notify the City and the Developer that the plat cannot be recorded until such issues are addressed. It is the responsibility of the Developer's Engineer to address and correct any issues that are preventing successful recordation of the plat.
- d. The cost of recording is the responsibility of the Developer. The Davis County Recorder will calculate the recording fee. The City will pay the fees and invoice the Developer for reimbursement. The fees will include the cost of one certified copy of the final plat to be provided to the Developer and an electronic version of the recorded plat for the city records.
- e. The Davis County Recorder will notify the City and the Developer when the plat has been recorded, along with the new tax ID number.

6. IMPROVEMENTS

- a. Developer's Engineer shall submit one stamped and signed PDF set to the City Engineer.
- b. Prior to construction, the Developer and Construction Contractor **must** hold a preconstruction conference with the City Engineer and City staff to review construction requirements.
- c. Improvements must be completed within two (2) years from the date of the resolution approving the subdivision.
- d. Developer will notify City when power is installed for street lights. The City will notify the Power Company who will handle installation. Costs will be paid from funds collected and set aside for that purpose (see 2d).

7. INSPECTIONS / ESCROW RELEASE

- a. Upon completion of improvements, the Developer's Contractor will contact the City Engineer to request inspection(s).
- b. The City Engineer will inspect improvements and provide the City with an escrow summary and total of escrow funds approved for release.
- c. The City will submit authorization of release of funds to financial institution.

- d. **NOTE:** Developer is responsible for reimbursement to the City for professional fees incurred for all inspections, GPS surveying and mapping.

8. CONDITIONAL ACCEPTANCE

- a. After all the required improvements are completed, the Developer must submit a request in writing to the City Engineer that the subdivision be "conditionally accepted".
- b. The City Engineer's office will perform a conditional acceptance inspection and either make recommendation to grant conditional acceptance or provide the Developer/Contractor with a "punch list" of items that must be repaired or completed before conditional acceptance can be approved.
- c. Upon the City Engineer and staff's recommendation, the City Manager will approve conditional acceptance.
- d. Upon conditional acceptance, any remaining escrow funds except for the 10% guarantee will be released.
- e. The City will not approve conditional acceptance unless all professional fees incurred to that date have been paid by the Developer, including GPS surveying and mapping.
- f. Conditional acceptance sets the beginning of the one-year guarantee period.
- g. The Developer agrees to make all repairs and maintain the improvements in good working condition during the guarantee period without cost to the City.

9. FINAL ACCEPTANCE

- a. After the one-year guarantee period has expired, the Developer must submit a request in writing to the City Engineer that the subdivision receive "final acceptance" by the City Council.
- b. The City Engineer's office will inspect the improvements and certify that they have been properly installed and they meet adopted City Standards. The Engineer will either make recommendation to grant final acceptance or provide the Developer/contractor with a "punch list" of items that must be repaired or completed before final acceptance can be approved.
- c. The City will not approve final acceptance unless all professional fees incurred to that date have been paid by the Developer.
- d. Upon the City Engineer and staff's recommendation, the City Council will consider final acceptance by resolution.
- e. Upon final acceptance, the 10% guarantee and any other remaining escrow funds will be released.
- f. Upon final acceptance by the City Council, the City will assume full responsibility for ownership and maintenance of improvements.