

PARK CITY MUNICIPAL CODE
TABLE OF CONTENTS
TITLE 15 LAND MANAGEMENT CODE - CHAPTER 7.2

TITLE 15 - LAND MANAGEMENT CODE

CHAPTER 7.2 - ASSURANCE FOR COMPLETION AND MAINTENANCE

| | |
|---|----------|
| OF IMPROVEMENTS | 1 |
| 15-7.2- 1. IMPROVEMENTS | 1 |
| 15-7.2- 2. PERFORMANCE GUARANTEE..... | 4 |
| 15-7.2- 3. ACCEPTANCE OF DEDICATION OFFERS | 6 |
| 15-7.2- 4. ISSUANCE OF BUILDING PERMITS AND CERTIFICATE OF OCCUPANCY | 6 |



TITLE 15 - LAND MANAGEMENT CODE (LMC)
CHAPTER 7.2 - ASSURANCE FOR COMPLETION AND
MAINTENANCE OF IMPROVEMENTS

Chapter adopted by Ordinance No. 01-17

**CHAPTER 7.2 - ASSURANCE FOR
COMPLETION AND MAINTENANCE
OF IMPROVEMENTS.**

15-7.2-1. IMPROVEMENTS.

(A) COSTS OF IMPROVEMENTS.

All required Site or Public Improvements shall be made by the Applicant, at his expense, without reimbursement by the City or any improvement district therein, and in accordance with related codes, fee schedules, and ordinances.

**(B) ESCROW DEPOSITS, CASH
DEPOSITS, OR LETTERS OF CREDIT
FOR LOT IMPROVEMENTS.**

**(1) ACCEPTANCE OF
ESCROW FUNDS.** Whenever, by reason of the season of the year any improvements required by the Subdivision regulations cannot be performed, the Building Official may, nevertheless, issue a temporary Certificate of Occupancy, provided there is no danger to health, safety, or general welfare, upon accepting as

a Guarantee an Escrow deposit, a cash deposit, or a letter of credit in an amount to be determined by the Chief Building Official, or his designee, for the cost of said improvements. The Guarantee covering such Lot improvements shall remain in full force and effect.

**(2) PROCEDURES ON
ESCROW FUND.** All required improvements for which a Guarantee has been accepted by the Chief Building Official, or his designee, at the time of issuance of a Certificate of Occupancy shall be installed by the Developer within a period of nine (9) months from the date of deposit and issuance of the temporary Certificate of Occupancy. In the event that the improvements have not been properly installed, at the end of the time period the Chief Building Official, or his designee, shall give two (2) weeks written notice to the Developer requiring him to install the same, and in the event that the same are not installed to the City's satisfaction, the Chief Building Official, or his designee,

may request the City Council to authorize the City to proceed to contract out the work for the installation of the necessary improvements in a sum not to exceed the amount of the Guarantee. At the time of the issuance of the Certificate of Occupancy for which a Guarantee is deposited with the Chief Building Official, or his designee, the Applicant shall obtain and file with the Building Official prior to obtaining the Certificate of Occupancy a notarized statement from the purchaser or purchasers of the premises authorizing the Building Official to install the improvements at the end of the nine (9) month period in the event that the same have not been duly installed by the Developer.

(C) TEMPORARY

IMPROVEMENTS. The Applicant shall build and pay for all costs of Temporary Improvements required by the Planning Commission or City Engineer and shall maintain same for the period specified. Prior to construction of any temporary facility or improvement, the Developer shall file with the City a separate suitable Guarantee, in accordance with the Land Management Code, for temporary facilities, which Guarantee shall insure that the temporary facilities will be properly constructed, maintained, and removed.

**(D) DEFERRAL OR WAIVER OF
REQUIRED IMPROVEMENTS.**

(1) The Planning Commission may recommend that the City Council defer or waive at the time of final approval, subject to appropriate conditions, the provision of any or all such improvements as, in its judgment, are not requisite in the interests of the public health, safety, and general welfare, or which are inappropriate because of inadequacy or lack of connecting facilities.

(2) Whenever it is deemed necessary by the Planning Commission to defer the construction of any improvement required herein because of incompatible Grades, future planning, inadequate or lack of connecting facilities, or for other reasons, the Applicant shall pay his share of the costs of the future improvements to the City government prior to the signing of the final Subdivision Plat, or the Applicant may post a Guarantee insuring completion of said improvements upon demand of the municipality.

**(E) INSPECTION OF
IMPROVEMENTS.**

(1) **GENERAL PROCEDURE AND FEES.** The Planning Commission in consultation with or upon the advice of the City Engineer or Planning Director, shall provide for inspection of required improvements during construction and insure their satisfactory

completion. The Applicant shall, in accordance with the City's fee resolution, pay to the City an inspection fee and the Subdivision Plat shall not be signed by the Chairman of the Planning Commission or Mayor unless such fee has been paid. These fees shall be due and payable upon demand of the City and no Building Permits or certificates of occupancy shall be issued until all fees are paid. If the City Engineer finds upon inspection that any of the required improvements have not been constructed in accordance with the City's construction standards and specifications, the Applicant shall be responsible for completing the improvements. Wherever the cost of improvements is covered by a performance Guarantee, the Applicant and the issuing company shall be severally and jointly liable for completing the improvements according to specifications. Prior to commencement of construction on any public improvement or private improvement required to be built to public standards, the Developer shall first obtain a Notice to Proceed from the Planning Director or his designee.

(F) MAINTENANCE OF IMPROVEMENTS.

(1) The Applicant shall be required to maintain all improvements on the individual subdivided Lots and provide for

snow removal on Streets and sidewalks until acceptance of said improvements by the City Council. If there are any certificates of occupancy on a Street not dedicated to the City, the City may on twelve (12) hours notice plow the Street or effect emergency repairs and charge same to Applicant. The City will not normally accept water improvements or Street improvements or assume responsibility for either general maintenance or snow removal until over fifty percent (50%) of the Lots within the Subdivision are built upon.

(G) COMPLETION OF IMPROVEMENTS. Before the plat is signed by the Chairman of the Planning Commission and the Mayor, all Applicants shall be required to complete, in accordance with the Planning Commission's decision and to the satisfaction of the City Engineer, all the Street, sanitary sewer, and other improvements, i.e: storm drainage, trails, sidewalk, curb, gutter, Street signs, water lines, etc., including Lot improvements on the individual Lots of the Subdivision as required, and as approved by the Planning Commission and the City Council, and to dedicate same to the local government, free and clear of all liens and encumbrances on the Property and public improvements thus dedicated.

(H) CERTIFICATE OF SATISFACTORY COMPLETION. Subject to maintenance provisions contained in Section 15-7.2-1(F), the City will not accept dedication of required improvements,

or release or reduce a performance Guarantee, until the City Engineer has submitted a certificate stating that all required improvements have been satisfactorily completed and until the Applicant's engineer or surveyor has certified to the City Engineer, through submission of detailed "as-built" survey plats of the Subdivision, indicating location, dimensions, materials, and other information required by the Planning Commission and City Engineer, that the layout of the line and Grade of all public improvements is in accordance with the City approved construction plans for the Subdivision and that a commitment for a title policy or other acceptable evidence has been furnished to the City Attorney and City Engineer indicating that the improvements have been completed, are ready for dedication to the local government and are free and clear of any and all liens and encumbrances. Upon such approval and recommendation, the City Council shall thereafter accept the improvements for dedication in accordance with the established policy and procedure.

(I) **FAILURE TO COMPLETE IMPROVEMENT.** For Subdivisions for which no performance Guarantee has been posted, if the improvements are not completed within the period specified by the Planning Commission and City Council in the Ordinance approving the plat, the approval shall be deemed to have expired. In those cases where a performance Guarantee has been posted and required improvements have not been installed within the terms of such performance Guarantee, the Planning Department may thereupon declare the Guarantee to be in default and

require that all the improvements be installed.

(Amended by Ord. Nos. 06-22; 09-09; 14-37)

15-7.2-2. GUARANTEE.

The City Council in its discretion may waive the requirement that the Applicant complete and dedicate all Site and Public Improvements prior to the signing of the Subdivision Plat, and that, as an alternative, the Applicant may post an acceptable Guarantee, in accordance with Section 15-7.2-1(B) of the Land Management Code, at the time of application for final Subdivision approval in an amount estimated by the City Engineer, or his designee, and City Council as sufficient to secure to the municipality the satisfactory construction, installation, and dedication of the uncompleted portion of required Site or Public Improvements. The posting of Guarantees are in lieu of actual construction and are therefore established for the benefit of and inure to the public at large and as such are not to be used for satisfying contractor or mechanics liens or other unrelated obligations. The Guarantee shall also secure all Site or Public Improvements on the individual Lots of the Subdivision as may be required. Such Guarantee shall comply with all statutory requirements and shall be satisfactory to the City Attorney as to form, sufficiency, and manner of execution as set forth in the Land Management Code. The period within which required improvements must be completed shall be specified by the Planning Commission and the City Council in the ordinance approving the final Subdivision

Plat and shall be incorporated in the Guarantee and shall not in any event exceed two (2) years from date of final approval.

Such Guarantee shall be approved by the City Council with surety and conditions satisfactory to them. The Planning Director may, upon proof of difficulty, recommend to the City Council extension of the completion date set forth in such Guarantee for a maximum period of one (1) additional year. The City Council may at any time during the period of such Guarantee accept a substitution of principal or sureties.

(A) **GUARANTEE TO INCLUDE LOT IMPROVEMENTS.** The Guarantee shall include an amount to ensure completion of all requirements contained in Section 15-7.2-2 of these regulations including, but not limited to, soil preservation, Final Grading, Lot drainage, landscaping, lawn-grass seeding, removal of debris and waste, Fencing, and all other Lot improvements required by the Planning Commission.

Whether or not a Certificate of Occupancy has been issued, at the expiration of the performance Guarantee, the City may enforce the provisions of the Guarantee where the provisions of this section or any other applicable law, ordinance, or regulation have not been complied with.

(B) **REDUCTION OF GUARANTEE.** A Guarantee may be reduced upon actual completion and/or acceptance of Site or Public Improvements and then only to the ratio that the Site or Public Improvements accepted bears to the total Site or Public Improvements for the plat. In no event shall

a performance Guarantee be reduced below twenty-five percent (25%) of the principal amount until completion.

(C) **GOVERNMENTAL UNITS.** Governmental units to which these Guarantees and contract provisions apply may file in lieu of said contract or Guarantees a certified resolution or ordinance from officers or agencies authorized to act in their behalf, agreeing to comply with the provisions of this Title.

(D) **RECORDATION OF PLAT REQUIRED PRIOR TO GUARANTEE.** In the event the Applicant's ability to post an acceptable Guarantee is dependent upon prior recordation of the plat due to requirements of the Interstate Land Sales Act or other federal law or regulations, the City Council may authorize plat approval and recordation upon receipt from the Applicant of an executed and acknowledged agreement signed by all Owners of fee, leasehold, contract and security interests in the subject Property, in the form of a restrictive covenant that the Applicant will not sell, lease or otherwise convey any Lot, Parcel or portion of a Lot of the subject Property unless he shall first as a condition precedent thereto, satisfy the foregoing requirements of Section 15-7.2-1(B)(1) or 15-7.2-2. The agreement shall be in recordable form, shall specifically provide that the encumbrance created shall be deemed to be a covenant running with the land, binding on Applicant's successors and assigns, to install or Guarantee installation of all required Site or Public Improvements, and to pay all costs, including attorney's fees, which the City may incur in enforcing

the terms and provisions of the agreement, and shall contain the express irrevocable consent of all signers to vacation of the recorded plat if the Guarantee requirements of Section 15-7.2-2 have not been complied with within one hundred twenty (120) days of the date of recordation of the plat. The encumbrance posed by the agreement shall only be released upon compliance by the Applicant or his successors with the provisions of Section 15-7.2-1(G) or 15-7.2-2 hereof.

(Amended by Ord. Nos. 06-22; 09-09)

**15-7.2-3. ACCEPTANCE OF
DEDICATION OFFERS.**

Acceptance of formal offers of dedication of Streets, public Areas, easements, and parks shall be by ordinance of the City Council. The approval by the Planning Commission of a Subdivision Plat shall not be deemed to constitute or imply the acceptance by the City Council of any Street, easement, or park shown on said plat. The Planning Commission may require said plat to be endorsed with appropriate notes to this effect.

**15-7.2-4. ISSUANCE OF BUILDING
PERMITS AND CERTIFICATE OF
OCCUPANCY.**

(A) **GUARANTEE FOR
SUBDIVISION PLAT.** Where a Guarantee has been required for a Subdivision, no Certificate of Occupancy for any Building in the Subdivision shall be issued prior to the completion of the Public Improvements and dedication of same to the City, as required in

the Planning Commission's and City Council's final approval of the Subdivision Plat.

(B) **IMPROVEMENTS.**

(1) The extent of utilities and Street improvements shall be adequate for emergency response and vehicular Access by the prospective occupant and by police and fire equipment, prior to the issuance of any Building Permit. The Developer shall at the time of the dedication submit a Guarantee to the City in a sum determined by the City Engineer, or his Designee, for the necessary final improvement of the Street.

(2) No Building Permits shall be issued for the final ten percent (10%) of Lots in a Subdivision, or if ten percent (10%) be less than two (2) for the final two (2) Lots of a Subdivision, until all Public Improvements required by the Planning Commission for the plat have been fully completed and dedicated to the local government.

(C) **CONSUMER PROTECTION
LEGISLATION AND CONFLICTS OF
INTEREST STATUTES.**

(1) No Building Permit or Certificate of Occupancy shall be granted or issued if a Developer or his authorized Agent shall have violated any federal, state, or local law pertaining to consumer

protection of real estate land sales, promotion, or practices, or any applicable conflicts-of-interest legislation with respect to the Lot or Parcel of land which is the subject of the permit or certificate, until so ordered by a court of competent jurisdiction.

(2) With respect to said Lot or Parcel of land, in the event a Building Permit or Certificate of Occupancy has been granted or issued, it shall be subject to revocation by the municipality until so ordered otherwise by a court of competent jurisdiction, provided that in no event shall the rights of intervening innocent third parties in possession of a Certificate of Occupancy be prejudiced by any such revocation.

(3) Any violation of a federal, state, or local consumer protection law, including but not limited to: Postal Reorganization Act of 1970; the Federal Trade Commission Act of 1970; Interstate Land Sales Full Disclosure Act; the Truth in Lending Act; the Uniform Commercial Credit Code; state "Blue Sky" law; state Subdivision disclosure act or conflict of interest statute, law, or ordinance, shall be deemed a violation of these regulations and subject to all of the penalties and proceedings as set forth in Section 15-1-14 hereof.

(Amended by Ord. No. 09-09)