Section 33 - Development Agreements, Warranties And Guarantees

A. Development Improvement Requirements

1. The developer shall construct, at his/her cost, all public and private improvements (development improvements) necessitated by the development itself and required to mitigate impacts associated with the development. (reloc. 7-12-05; am. 12-5-06)

2. These development improvements shall be constructed as shown on the approved construction and landscaping plans and shall include development improvements both within and outside the subdivision boundary as required by this Regulation. If the work to be performed is outside the subdivision, the developer must obtain an easement from the fee simple property owner authorizing the work and authorizing repair, replacement and maintenance of the improvements in the event the fee simple property does not wish to retain these responsibilities. (reloc. 7-12-05; am. 12-5-06)

3. List of Development Improvements: All development improvements required, both interior or exterior to the development, shall be identified during the review process for each specific development proposal and shall be shown on the appropriate construction plans. All development improvements and construction plans shall meet and comply with Jefferson County standards set forth throughout this Regulation, and any other applicable County, state, or federal regulations. The following items may be considered development improvements. Not all of the items listed will apply for each development proposal. (reloc. 7-12-05; am. 12-5-06)

   a. Erosion and Sediment Control Measures: as shown on the approved construction plans. (reloc. 7-12-05)

   b. Public and Private Street(s)/Road(s): both interior or exterior to the development, as shown on the approved construction plans. (reloc. 7-12-05; am. 5-20-08)

   c. Stormwater Control Structures: as shown on the approved construction plans. (reloc. 7-12-05)

   d. Connecting Utility Services: as required by the serving entities. (reloc. 7-12-05)

   e. Geohazard Abatement Measures: as shown on the approved construction plans. (reloc. 7-12-05)

   f. Landscaping: as shown on the approved landscape plans. (reloc. 7-12-05)

4. Improvement Options: The developer shall insure the completion of development improvements using one, or some combination, of the following methods: (reloc. 7-12-05; am. 12-5-06)

   a. The developer may choose to construct all of the required development improvements; however, building permits will not be issued until completion and acceptance. (reloc. 7-12-05; am. 12-5-06; am. 5-20-08)

   b. The developer may choose to secure the required development improvements through a development improvement guarantee. The guarantee will be held by the County until the improvements are completed and accepted. (reloc. 7-12-05; am. 12-5-06; am. 5-20-08)

   c. The County may choose to accept fees in lieu of construction on any public improvement. (reloc. 7-12-05; am. 12-5-06)

5. Installation: Development improvements shall be installed within one (1) year of the occupancy of the building, unless otherwise approved by Planning and Zoning. In the cases of multi-phased, multi-unit, or multi-lot developments, the common public or open space areas shall be attributed to the nearest set of phases, units, or lot(s). (am. 7-12-05; am. 12-5-06; am. 5-20-08)

6. Phases: Construction of development improvements may be phased provided all phases are pre-approved by Planning and Zoning and/or Transportation and Engineering. Guarantee collateral for development improvements may be phased to correspond with construction phasing. (am. 7-12-05; am. 12-5-06; am. 5-20-08; am. 12-21-10)

7. Reimbursement of Right-of-Way Acquisition Costs: If adjoining arterial streets/roads and collector roads have been constructed or improved to Jefferson County standards subsequent to June 7, 1988 but prior to plat approval and the improvements were funded from the Jefferson County Road and Bridge Fund, the Jefferson County Arterial Development Fund, or a sales tax authorized pursuant to Part 6, Article 20, Title 30, C.R.S., the developer shall be required to pay to Jefferson County a sum of money equal to the actual cost of right-of-way acquisition for that portion of the adjoining one-half of the contiguous arterial street/road. (reloc. 7-12-05)

   Reimbursement by the developer of right-of-way acquisitions shall be made payable to Jefferson County. The Board of County Commissioners shall receive such funds prior to recordation and deposit them with the Treasurer. (am. 7-12-05)

   a. Such funds shall be deposited in a special interest-bearing escrow account with accounting books maintained to identify the amount held in the name of the subdivision for which the payment was made. (reloc. 7-12-05)

   b. Funds may be withdrawn from the special escrow account by the Board of County Commissioners for the specific purpose of improving arterial streets/roads and collector roads or freeways within 3 miles of the subdivision as measured from any point on the subdivision boundary. (am. 7-12-05)

   c. The special escrow account shall be closed when all funds have been expended. If after 10 years the funds have not been expended, the Board of County Commissioners shall refund the moneys not expended plus interest to the developer having made the original payment. (am. 7-12-05)

8. Traffic Impact Fees: Prior to obtaining building permits for any development approved under this Regulation, the building permit applicant shall pay to Jefferson County the traffic impact fees as set forth in the Jefferson County Policy and Procedures Manual. Said fees shall be in addition to all other fees, charges and improvement requirements of this Regulation. (am. 7-12-05)

9. Park and School Fees: The developer may elect to pay park and school fees in accordance with the Park and School Requirements Section of this Regulation as an item indicated on the Improvements List of this Section. (am. xx-xx-xx)

B. Subdivision Improvements Agreement

1. During the development review process, the developer and Jefferson County shall execute and record a Subdivision Improvements Agreement stipulating the procedures by which the development improvement requirements shall be satisfied by the developer. The Subdivision Improvements Agreement shall include an itemized improvements list specifying all required development improvement items (known as the Exhibit “A” to the Subdivision Improvements Agreement). The Subdivision Improvements Agreement between the developer and Jefferson County shall stipulate that prior to any issuance of a building permit or conveyance, sale or transfer of any lot within the subdivision, the developer shall first satisfy the agreement conditions and receive a Certificate of Compliance from the Improvements Coordinator for that lot(s). (reloc. 7-12-05; am. 12-5-06)

2. Procedure

   a. Improvements List: The developer shall prepare a detailed list of all required development improvements and submit this list to the Case Manager at least 21 days prior to the Board of County Commissioners hearing. (am. 7-12-05; am. 12-5-06)

      (1) Upon receipt, Planning and Zoning shall review and either approve or deny the improvements list or, if denied, instruct the developer to make such changes as necessary to satisfy the requirements of this Regulation and any other regulations that may apply. (am. 7-12-05; am. 5-20-08)

      (2) Upon execution by the preparer and the developer, and acceptance by Planning and Zoning, the improvements list shall be submitted to the Attorney's Office and become known as the Exhibit “A” to the Subdivision Improvements Agreement. (am. 7-12-05; am. 5-20-08)

   b. Subdivision Improvements Agreement: No plat shall be approved or released for recording until a Subdivision Improvements Agreement is approved by the Board of County

Commissioners. (am. 7-12-05)

(1) The Attorney's Office shall prepare a Subdivision Improvements Agreement upon receipt from the Case Manager the name of the subdivision, the name of the developer and the Holders of Deeds of Trust (if any), plus any other specific requirements. Upon completion, the Attorney shall submit the Subdivision Improvements Agreement to Planning and Zoning, which will deliver the Agreement to the developer for execution. The developer will then return the executed Agreement to the Attorney's Office. (am. 7-12-05; am. 5-20-08)

(2) The Subdivision Improvements Agreement shall include, where applicable, provision for the submission of development improvement collateral for erosion control prior to any disturbance or removal of vegetation. (reloc. 7-12-05; am. 12-5-06)

(3) The Attorney's Office, within 7 days after receipt of the executed Subdivision Improvements Agreement, shall review said agreement as to legal form and if found not to be in proper form, shall notify the Case Manager of any deficiencies. (am. 7-12-05)

(4) The Case Manager shall work with the developer to resolve any deficiencies in the Subdivision Improvements agreement prior to the plat hearing before the Board of County Commissioners. (am. 7-12-05)

3. Enforcement of Plat Restrictions: Notice is hereby given that, pursuant to the provisions of Section 30-28-137 (3) C.R.S., Jefferson County or any purchaser of any lot(s) subject to a plat restriction, which is the security portion of a Subdivision Improvements Agreement, shall have the authority to bring an action in any District Court to compel the enforcement of any Subdivision Improvements Agreement on the sale, conveyance, or transfer of any such lot(s) or of any provision of Part I of Article 28 of Title 30, C.R.S. Such authority shall include the right to compel rescission of any sale, conveyance or transfer of any lot(s) contrary to the provisions of any such restrictions set forth on the plat or in any separate recorded instrument, but any such action shall be commenced prior to the issuance of a building permit by Jefferson County. (reloc. 7-12-05)

C. Improvements List

1. The improvements list prepared by the developer shall list all required development improvements and fees on an item-by-item basis plus the item's associated quantities in accordance with, but not limited to, the following table and the provisions of this Regulation. All itemized improvements submitted by the developer shall reflect items completed, in place, and operational. This improvements list, once completed and approved by the County and executed by the developer, preparer, and Planning and Zoning shall be attached to the Subdivision Improvements Agreement and be known as the Exhibit "A" to the Subdivision Improvements Agreement. (am. 7-12-05; am. 12-5-06; am. 5-20-08, am. xx-xx-xx)

	IMPROVEMENTS LIST PRICING	
Work Category	**Improvement Item**	**Unit**
Construction	Vehicle Tracking Pad	EACH
	Dewatering	LUMP SUM
Sediment Control	Silt Fence	LIN FT
	Straw Bales	EACH
	Inlet Protection	EACH
	Check Dams	LIN FT
	Concrete Washout Area	EACH
	Reinforced Rock Berms	CU YD
	Sediment Control Logs	LIN FT
	Sediment Basin (per contributory acre)	ACRE
	Sediment Traps	EACH

Erosion Control	Erosion Control Blankets	SQ YD
	Gravel	CU YD
	Diversion Dikes/Ditches	LIN FT
	Mulching (Straw)	SQ YD
	Mulching (Wood)	CU YD
	Outlet Protection (Type L Riprap)	CU YD
	Temporary seeding	ACRE
Grading	Grading	CU YD
	Grading (Import)	CU YD
	Grading (Export)	CU YD
	Compacting	CU YD
Final Stabilization	Permanent Seeding	ACRE
	Sod	SQ FT
	Seedbed Preparation	SQ YD
	Topsoil (Import)	CU YD
	Topsoil (CIP)	CU YD
	Mulch (straw)	SQ YD
PRIVATE CIRCULATION ITEMS		
Storm Drainage	Drainage Channels (i.e. drop structures, etc.)	CU YD
	Drainage Appurtenances (i.e.subdrains, hydraulic structures, etc.)	EACH
	Type 'C' Inlet	EACH
	Inlets Type R, 5'	EACH
	Inlets Type R, 10'	EACH
	Inlets Type R, 15'	EACH
	Inlets Type 13 - Combination, single	EACH
	Inlets Type 13 - Combination, double	EACH
	Inlets Type 13 - Combination, triple	EACH
	Drop Inlets (size, type)	EACH
	6" PVC Underdrain	LIN FT
	4' PVC Underdrain Service Line	LIN FT
	Cleanout	EACH
	Baffles (type, size)	EACH
	Culverts CMP 15"	LIN FT
	Culverts CMP 18"	LIN FT
	Culverts CMP 24"	LIN FT
	Culverts CMP 30"	LIN FT
	Culverts CMP 36"	LIN FT
	Culverts CMP 48"	LIN FT
	Culverts CMP 60"	LIN FT
	Flared End Sections CMP (size)	EACH
	Storm Sewer RCP 18"	LIN FT
	Storm Sewer RCP 21"	LIN FT
	Storm Sewer RCP 24"	LIN FT
	Storm Sewer RCP 27"	LIN FT
	Storm Sewer RCP 30"	LIN FT
	Storm Sewer RCP 36"	LIN FT
	Concrete End Sections (size)	EACH
	Manholes (size)	EACH
	Riprap 6" (VL)	CU YD
	Riprap 9" (L)	CU YD

	Riprap 12" (M)	CU YD
	Riprap18" (H)	CU YD
	Riprap 24" (VH)	CU YD
	Urban Dranage District Final Inspection & Repair	EACH
	Abatement Structures	EACH
PRIVATE CIRCULATION ITEMS		
Detention/Retention (Outlet Structure)	Outlet Structure (include grates, orifice plates, etc.	EACH
	Pond grading	CU YD
	Trickle channel	LIN FT
	Permanent Seeding	ACRE
	Riprap (size)	CU YD
Private Circulation (Streets/Roads)	Pavement Rotomilling	SQ YD
	Hot Bituminous Pavement-(thickness, width, inches)	TON
	Construction Seal	SQ YD
	Aggregate Base Course	CU YD
	Fine Grading & Shaping	CU YD
	Soil Reconditioning (soil treatment, etc)	SQ YD
	Lime Treated Subgrade	SQ YD
	Cross Pans	SQ YD
	Combination Curb, Gutter & Sidewalk	LIN FT
	6" Vertical Curb and Gutter	LIN FT
	V Gutter Pan	LIN FT
	Detached Sidewalks (width)	SQ YD
	Crosswalks (concrete/pattern pavers)	SQ YD
	Bridges	SQ FT
	Trails (width)	SQ YD
	Handicap Ramps	EACH
	Special Structures (guardrail, etc.)	LIN FT
	Striping	LIN FT
	Signs (street, stop, road name, traffic, etc.)	EACH
	Street Lighting (at street intersections with Arterial, etc.)	EACH
	Traffic Control Devices (signals)	EACH
	Median Treatment (stamped concrete, pavers, seeding)	SQ YD
	Trench Gravel (in place)	TON
	Geotextiles	SQ YD
PUBLIC CIRCULATION ITEMS		
Storm Drainage	Drainage Channels (i.e. drop structures, etc.)	CU YD
	Drainage Appurtenances (i.e.subdrains, hydraulic structures, etc.)	EACH
	Type 'C' Inlet	EACH
	Inlets Type R, 5'	EACH
	Inlets Type R, 10'	EACH
	Inlets Type R, 15'	EACH
	Inlets Type 13 - Combination, single	EACH
	Inlets Type 13 - Combination, double	EACH
	Inlets Type 13 - Combination, triple	EACH

	Drop Inlets (size, type)	EACH
	6" PVC Underdrain	LIN FT
	4' PVC Underdrain Service Line	LIN FT
	Cleanout	EACH
	Baffles (type, size)	EACH
	Culverts CMP 15"	LIN FT
	Culverts CMP 18"	LIN FT
	Culverts CMP 24"	LIN FT
	Culverts CMP 30"	LIN FT
	Culverts CMP 36"	LIN FT
	Culverts CMP 48"	LIN FT
	Culverts CMP 60"	LIN FT
	Flared End Sections CMP (size)	EACH
	Storm Sewer RCP 18"	LIN FT
	Storm Sewer RCP 21"	LIN FT
	Storm Sewer RCP 24"	LIN FT
	Storm Sewer RCP 27"	LIN FT
	Storm Sewer RCP 30"	LIN FT
	Storm Sewer RCP 36"	LIN FT
	Concrete End Sections (size)	EACH
	Manholes (size)	EACH
	Riprap 6" (VL)	CU YD
	Riprap 9" (L)	CU YD
	Riprap 12" (M)	CU YD
	Riprap18" (H)	CU YD
	Riprap 24" (VH)	CU YD
	Urban Dranage District Final Inspection & Repair	EACH
	Abatement Structures	EACH
PUBLIC CIRCULATION ITEMS		
Detention/Retention (Outlet Structure)	Outlet Structure (include grates, orifice plates, etc.	EACH
	Pond grading	CU YD
	Trickle channel	SQ YD
	Permanent Seeding	ACRE
	Riprap (size)	CU YD
Public Circulation (Streets/Roads)	Pavement Rotomilling	SQ YD
	Hot Bituminous Pavement-(thickness, width, inches)	TON
	Construction Seal	SQ YD
	Aggregate Base Course	CU YD
	Fine Grading & Shaping	CU YD
	Soil Reconditioning (soil treatment, etc)	SQ YD
	Lime Treated Subgrade	SQ YD
	Cross Pans	SQ YD
	Combination Curb, Gutter & Sidewalk	LIN FT
	6" Vertical Curb and Gutter	LIN FT
	V Gutter Pan	LIN FT
	Detached Sidewalks (width)	SQ YD
	Crosswalks (concrete/pattern pavers)	SQ YD
	Bridges	SQ FT
	Trails (width)	SQ YD
	Handicap Ramps	EACH

	Special Structures (guardrail, etc.)	LIN FT
	Striping	LIN FT
	Signs (street, stop, road name, traffic, etc.)	EACH
	Street Lighting (at street intersections with Arterial, etc.)	EACH
	Traffic Control Devices (signals)	EACH
	Median Treatment (stamped concrete, pavers, seeding)	SQ YD
	Trench Gravel (in place)	TON
	Geotextiles	SQ YD
OTHER SITEWORK		
Water Systems	Water Line Pipe 6" (ductile Iron)	TON
	Water Line Pipe 8" (ductile Iron)	SQ YD
	Gate Valve (size)	
	Valve Box	LIN FT
	Gate Valve and Box (size)	LIN FT
	Asphalt Trench Resurfacing (depth/width)	EACH
	Gravel Trench Resurfacing (depth/width)	EACH
	Bedding Material	EACH
	Steel Cased Bore	LIN FT
	Bends (size, type)	LIN FT
	Valve Adjustment	TON
Sewer Systems	8" PVC Sewer Line (Main)	EACH
	6" PVC Sewer Line	EACH
	4" PVC Sewer Line	
	Fittings (size, type)	LIN FT
	Manholes 4"	LIN FT
	Manholes 5"	LIN FT
	Manholes "6	EACH
	Manhole Adjustment	EACH
Subsurface groundwater collection systems (on Private Property)	Trench Gravel (In place)	CU YD
	Geo Textile (In place)	SQ YD
	8" Collection pipe	LIN FT
	Risers	LIN FT
	Cleanouts	EACH
Fire Protection	Fire Hydrant Assembly	EACH
	Cisterns (gallon capacity)	EACH
Contingency		10%

Fees in Lieu of Public Park and/or School Land Dedication	Park and/or School	*Lump Sum Fee
Fees in Lieu of Construction	(Type of Item)	Lump Sum Fee

* In addition to payment of the lump sum fee, the developer will be required to pay accrued interest as specified in the Park and School Requirements Section of this Regulation.

2. Exclusions to the Improvements List: The following items may be excluded from the improvements list: (reloc. 7-12-05)

   a. Water and Sewage Systems: provided evidence is submitted showing that the developer has guaranteed or will be required to guarantee the water and sewer improvements with

the water and sanitation district in accordance with the district's requirements. (reloc. 7-12-05)

b. Internal Streets/Roads: Internal streets/roads within commercial or industrial developments that do not access other lot(s), properties, or any Jefferson County right-of-way. (reloc. 7-12-05)

3. Cost Estimates: The developer shall, after recordation of the plat and prior to any disturbance of land, submit to Planning and Zoning a cost estimate based on the items and quantities approved on the Exhibit "A" of the Subdivision Improvements Agreement. Cost estimates shall be for amounts in the judgment of Planning and Zoning to make reasonable provision for the completion and operation of all required development improvements, in accordance with design and time specifications. This cost estimate, once approved by Planning and Zoning, shall become the guarantee amount for the development improvements. Cost estimates shall include overlot grading and contingency costs as outlined below: (am. 7-12-05; am. 12-5-06; am. 5-20-08)

   Overlot Grading: The cost estimate for the Overlot Grading work category shall be shown at 100 percent of the total cost of overlot grading. The guarantee amount for overlot grading shall be reduced from 100 percent to 25 percent of the total cost of overlot grading for those lands west of the Hogback Line and 10 percent for those lands east of the Hogback Line, which areas shall be as defined by this Regulation. The contingency cost estimate for Overlot Grading shall be based on the reduced guarantee amounts. (reloc. 7-12-05)

D. Certificates of Compliance

1. Issuance of Certificates of Compliance: The Public Improvements Coordinator, or his/her designee, shall be responsible for the issuance of Certificates of Compliance, Compaction Reports and other plat restriction requirements. (reloc. 7-12-05; am. 12-5-06; am. 5-20-08)

   a. Certificates of Compliance may be obtained under the following circumstances: (reloc. 7-12-05)

      (1) Completion of Development Improvements: Where the Public Improvements Coordinator determines that the development improvements necessary to serve those lot(s) described in the Certificate of Compliance have been completed to the satisfaction of Jefferson County or a deposited collateral guarantee, in an amount sufficient to guarantee the costs of repair, replacement, or to warrant development improvements, as provided by this Regulation, has been accepted by the Board of County Commissioners through its designee, the Public Improvements Coordinator or his/her designee. (am. 7-12-05; am.12-5-06; am. 5-20-08)

      (2) Guarantee of Development Improvements: Where the Improvements Coordinator has accepted a substituted deposited collateral guarantee in an amount sufficient to guarantee the costs of completion of development improvements necessary to serve the specific lot(s) to be covered by a particular Certificate of Compliance and to warrant the costs of repairs or replacement of all development improvements. (reloc. 7-12-05; am. 12-5-06)

      (3) Transfer to Another Developer: Where Jefferson County and all parties to the Subdivision Improvements Agreement have executed an Amended Subdivision Improvements Agreement releasing the original developer from the responsibilities to construct development improvements and substituting a different developer, a Certificate of Compliance may be issued for the sole purpose of allowing sale to another development but not for purposes of issuing a building permit. (reloc. 7-12-05; am. 12-5-06)

2. The Improvements Coordinator shall record the Certificate of Compliance with the Clerk and Recorder. (reloc. 7-12-05; am. 12-5-06)

3. Developers denied a Certificate of Compliance by the Improvements Coordinator shall have the right to appeal such denial to the Board of County Commissioners. (am. 7-12-05; am. 12-5-06)

4. Building Permits: No building permit shall be issued, except for show homes, until a Certificate of Compliance has been issued by the Improvements Coordinator. (reloc. 7-12-05; am. 12-5-06)

5. Show Homes: A Building Permit may be issued without a Certificate of Compliance for one (1) show home per 5 lots to a maximum of 5 show homes for any given development within a water district without completing development improvements or obtaining the necessary water taps provided: (reloc. 7-12-05; am. 12-5-06)

   a. The developer, any Holders of Deeds of Trust or any other person does not sell, offer to sell, lease, rent, convey, transfer, or assign any show home(s) or lot(s) or to occupy as a dwelling or a permanent office any portion of a show home(s) prior to the granting by the Improvements Coordinator of a Certificate of Compliance for such lot(s). (reloc. 7-12-05; am. 12-5-06)

   b. All necessary inspections by Building Safety shall be completed and approved and a compaction report shall be submitted by the developer prior to issuance of a Building Permit and any use of the Show Home. As part of the final inspection, the developer shall demonstrate that all fire hydrants have been installed and are operational. (am. 7-12-05)

   c. The developer and Holders of Deeds of Trust agree and promise to forever release, hold harmless, and indemnify the County of Jefferson, State of Colorado, its elected officials, employees and agents, from any suit, claim, damages or other legal liability, including costs and attorneys fees, arising either directly or indirectly out of the construction of any show home(s) or the use of any show home(s). (reloc. 7-12-05)

E. Deposited Collateral Guarantees

1. Procedure

   a. Upon approval of the cost estimate for items shown on the improvements list by Planning and Zoning, the developer shall be directed to obtain development improvement and landscape guarantees. (am. 7-12-05; am. 12-5-06; am. 5-20-08)

   b. The term of Letters of Credit shall be for a minimum of two (2) year intervals. (am. 7-12-05; am. 5-20-08)

   c. Planning and Zoning shall review all Letters of Credit or cash escrows as to amount. Within 2 days of receipt, Planning and Zoning shall submit the Letter of Credit if it is correct to the Attorney. If the cash escrow is in the correct amount, the Improvements Coordinator shall accept the cash escrow. (am. 7-12-05; am. 12-5-06; am. 5-20-08)

   d. Letters of Credit shall be in a form acceptable to the Attorney. If the Letter of Credit is not acceptable, the Attorney's Office will notify the developer of the deficiencies and work with him/her to correct the deficiencies. (reloc. 7-12-05)

   e. Upon approval as to form, the Attorney's Office shall forward the Letter of Credit to Planning and Zoning. Planning and Zoning shall accept the Letters of Credit. Upon acceptance, the Attorney and the other appropriate County departments shall be notified of the accepted guarantees. (reloc. 7-12-05; am. 5-20-08)

   f. Upon acceptance by the Improvements Coordinator, all guarantees shall be deposited in a safe place. Cash guarantees shall be deposited in an interest-bearing account. (am. 7-12-05; am. 12-5-06)

   g. Guarantees may be submitted for an entire development or for a phase within that development. In no case shall separate guarantees be accepted for individual improvement items. (reloc. 7-12-05)

   h. No Certificate of Compliance shall be issued until guarantee collateral has been accepted by Planning and Zoning, or improvements have been completed and accepted by the Developer, inspected by the County and found to be constructed in compliance with the approved construction plans in accordance with the Inspection and Acceptance of Development Improvements provisions. (am. 7-12-05; am. 12-5-06; am. 5-20-08)

F. Monitoring and Enforcement of Guarantees

1. Monitoring

   a. It shall be the responsibility of Planning and Zoning to review and monitor progress and expiration relating to all development improvement guarantees and Subdivision Improvements Agreements. (am. 7-12-05; am. 12-5-06; am. 5-20-08)

b. The developer, within 10 months of the deposit of the collateral guarantee, shall either request an inspection of development improvements or shall submit written notification that a renewal and extension of the deposited collateral is necessary. (reloc. 7-12-05; am. 12-5-06)

c. Planning and Zoning shall, within no less than 90 days prior to the expiration of any deposited collateral guarantee, notify, in writing, the developer and appropriate other County staff as necessary of such pending expiration. If the improvements are guaranteed by a Letter of Credit, the notification shall include the date that a new or extended Letter of Credit must be received, which date shall be no less than 30 days prior to the expiration date of the original Letter of Credit. (am. 7-12-05; am. 5-20-08)

2. Enforcement

a. In the event that an extension of a cash escrow has not been requested or a new or extended Letter of Credit is not submitted by the developer within the prescribed time or a complete release of the guarantee has not been requested in accordance with the time frames set forth in this regulation or the improvements have not been completed, Planning and Zoning shall immediately inform the Attorney's Office by written notice of such failure. (am. 7-12-05; am. 5-20-08)

b. Planning and Zoning has been delegated authority by resolution number CC93-601 to determine whether to extend a performance guarantee, require installation of the improvements being guaranteed, or collect the guarantee. (am. 7-12-05; am. 5-20-08)

c. By resolution number CC93-601, the County Attorney and all Assistant County Attorneys have been designated as attorneys-in-fact to act on behalf of the Board of County Commissioners for the purpose of collection of payment under any performance guarantee. Upon receipt of such written notice from Planning and Zoning of the Developer's failure to install the improvements or renew or extend the guarantee, Planning and Zoning and the Attorney shall take such steps as necessary to collect the amounts guaranteed (which may include immediate action to demand and collect payment), accept a substitute guarantee, or otherwise preserve the County's rights thereunder. (am. 7-12-05; am. 5-20-08)

d. Demands and draws upon an irrevocable letter of credit guarantee shall be made not less than 20 calendar days prior to expiration thereof, unless specifically directed to the contrary by resolution of the Board of County Commissioners. The Chair of the Board of County Commissioners, or the Chair Pro-Tem, or in the absence of either of them any other commissioner, is authorized to execute any document that is a condition of payment of a Letter of Credit upon receipt of information in writing from Planning and Zoning establishing the need to collect the Letter of Credit. (am. 7-12-05; am. 5-20-08)

e. If the Attorney's Office makes demand on a letter of credit, no extension on such letter of credit nor a cash escrow guarantee shall be accepted by Jefferson County until a $250.00 collection fee is paid by the developer to Jefferson County by cashier's check or certified funds as reimbursement for Jefferson County's costs for staff time and expense for the collection process. (reloc. 7-12-05)

G. Inspection and Acceptance of Development Improvements

1. Developer Action Upon Completion of Development Improvements: The developer shall submit the following to Transportation and Engineering prior to requesting a final inspection and acceptance; Transportation and Engineering and Planning and Zoning may review and inspect these items: (reloc. 7-12-05; am. 12-5-06; am. 5-20-08; am. 12-21-10)

a. Certification by a Colorado Registered Professional Engineer or a qualified professional Landscape Architect for landscaping plans, stating that the improvements have been constructed in compliance with the approved plans. (reloc. 7-12-05; am. 5-20-08)

b. Certification of retaining walls in compliance with the approved plans by a Colorado Registered Professional Engineer. (orig. 5-20-08)

c. Certification for soil amendments and seed mixture in compliance with the approved plans by a Colorado Registered Professional Engineer or a qualified professional Landscape Architect. (orig. 5-20-08)

d. Certification of private streets/roads to include the approved design and in compliance with the approved plans by a Colorado Registered Professional Engineer. (orig. 5-20-08)

e. All compaction reports. (reloc. 7-12-05)

f. "As-constructed" drawings for streets/roads submitted in PDF format on CD or DVD. (reloc. 7-12-05; am. 12-5-06)

g. "As-constructed" drawings for subsurface groundwater collection systems and drainage appurtenances submitted in PDF format on CD or DVD. (reloc. 7-12-05; am. 12-5-06)

h. "As-constructed" drawings for overlot grading submitted in PDF format on CD or DVD, along with a certification letter signed and stamped by a Colorado Registered Professional Engineer stating "I have reviewed the overlot as-constructed drawings, and the new grades are in substantial conformance (± 0.3') with the approved overlot grading elevations." (orig. 12-5-06)

i. "As constructed" drawings for drainage facilities and structyures in PDF format on CD or DVD and inspection of said facilities and structures is performed by Planning and Zoning. (orig. 5-20-08)

j. Evidence from the applicable approving authority for the following items indicating that improvements have been completed and if applicable, accepted by the appropriate authority. Evidence shall be in writing and may include letters, agreements, or contracts. (reloc. 7-12-05; am. 12-5-06; am. 12-21-10)

ITEM	APPLICABLE APPROVING AUTHORITY
Streets/Roads and Grading Plans	Transportation and Engineering
Trails Plan	Open Space
Drainage Plans	Transportation and Engineering
Detention Ponds and Plans	Transportation and Engineering
Geology Plans	Engineering Geologist
Radiation Plans	Colorado Department of Public Health and Environment
Landscaping Plans	Planning and Zoning
Fire Hydrants or Cisterns	Applicable fire district
Central Water System	Applicable water district
Central Wastewater Collection System	Applicable sanitation district
Subsurface Groundwater Collection System	Transportation and Engineering and, if applicable, the sanitation district.
Test Results of Soils, Asphalt and Concrete	Transportation and Engineering
Pavement Mixes and Designs	Transportation and Engineering

2. Procedure

a. At least 60 days prior to expiration of the guarantee, the developer shall notify Transportation and Engineering or Planning and Zoning that specific or all improvements are constructed, complete and ready for inspection. (am. 7-12-05; am. 5-20-08; am. 12-21-10)

b. Transportation and Engineering or Planning and Zoning shall, within 15 days after receipt of the request for an inspection, conduct an inspection of the development improvements. (am. 7-12-05; am. 12-5-06; am. 5-20-08; am. 12-21-10)

(1) If the inspection determines that the development improvements have been constructed and completed to the satisfaction of Transportation and Engineering or Planning and Zoning then, within 14 days Jefferson County shall submit to the developer, in writing, a letter of acceptance for all development improvements completed. This letter of acceptance will initiate the warranty period for the public circulation improvements. (am. 7-12-05; am. 12-5-06; am. 5-20-08; am. 12-21-10)

(2) If any development improvements have not been completed, Transportation and Engineering or Planning and Zoning shall notify the developer in writing that guarantee collateral is required, and state the amount of the required collateral. (am. 7-12-05; am. 12-5-06; am. 5-20-08; am. 12-21-10)

3. Field Alterations

a. The Resident Engineer, or his/her designee, shall be delegated the authority to approve technical field alterations to the plans: (am. 7-12-05; am. 5-20-08)

(1) The submission, by the developer, of a revised Exhibit "A" and amended collateral amount, if deemed necessary by Planning and Zoning. (am. 7-12-05; am. 5-20-08)

(2) The technical field alteration does not violate the provisions of this Regulation or any other applicable Jefferson County, state, or federal regulation. (reloc. 7-12-05; am. 5-20-08)

(3) The technical field alteration as indicated on the revised plans is a viable alternative that achieves the intent of the original design and approved construction plan and is approved by Planning and Zoning. (reloc. 7-12-05; am. 5-20-08)

b. Those alterations not meeting the above conditions shall require submission of an amended plat application or an Exemption from Platting application by the developer and subsequent approval by the Board of County Commissioners prior to any alteration of approved plans. (am. 7-12-05)

c. In the event that all or a significant portion of the development improvement cannot be constructed in accordance with approved plans and field alterations are not feasible, then the following shall apply: (reloc. 7-12-05; am. 12-5-06)

(1) The Developer shall cease construction of all affected development improvements. (reloc. 7-12-05; am. 12-5-06)

(2) The Developer shall submit revised plans in conformance with these regulations including the proposed revisions to Planning and Zoning for review and approval. (am. 7-12-05; am. 5-20-08)

(3) The Developer shall submit a revised Exhibit "A" and amended collateral amount for the performance guarantee, if deemed necessary by Planning and Zoning. (am. 7-12-05; am. 5-20-08)

H. Renewals, Reductions and Partial Releases of Guarantees

1. Renewal of Guarantee

a. Pursuant to the Installation provisions of this Section, renewals of guarantees where the accompanying buildings have been occupied for a period of 12 months or more will not be accepted except as approved by Transportation and Engineering or Planning and Zoning. (am. 7-12-05; am. 5-20-08; am. 12-21-10)

b. If the developer is unable to complete construction of development improvements within the prescribed time, he/she shall submit a new or extended guarantee to Planning and Zoning at least 30 days prior to the expiration date of the original guarantee. (am. 7-12-05; am. 12-5-06; am. 5-20-08)

c. The County procedure for reviewing a renewed or extended guarantee shall be the same as for the original guarantee. (reloc. 7-12-05)

2. Reduction of Guarantee

a. Upon completion of an entire phase or work category, the developer shall notify Planning and Zoning at least 60 days prior to the expiration date of the guarantee indicating that said phase is ready for inspection. (am. 7-12-05; am. 5-20-08)

b. Transportation and Engineering or Planning and Zoning, upon receipt of the request for an inspection by the developer, shall conduct an inspection to determine the status of completion of the development improvements for the phase. (am. 7-12-05; am. 12-5-06; am. 5-20-08; am. 12-21-10)

c. The County procedure for processing a reduction of a deposited collateral guarantee shall

be the same as for the original guarantee. (reloc. 7-12-05)

3. Partial Release of Guarantee

   a. A partial release of the guarantee shall be considered by Planning and Zoning upon receipt of a written request by the developer. Partial releases of guarantees shall only be granted upon formal acceptance of the work category, in writing, by Transportation and Engineering or Planning and Zoning. (am. 7-12-05; am. 5-20-0; am. 12-21-108)

   b. The County procedure for processing a partial release of a deposited collateral guarantee shall be the same as for the original guarantee. (reloc. 7-12-05)

   c. If any development improvements have been partially completed, and a partial release has been granted by Planning and Zoning or Transportation and Engineering then the developer may be required to submit a revised Exhibit "A" and cost estimate indicating development improvements that have not been completed. (am. 7-12-05; am. 12-5-06; am. 5-20-08; am. 12-21-10)

I. Warranty of Public Improvements

1. Warranty Period and Amount: The warranty period and amount for public street/road and drainage improvements that Jefferson County will accept, own and maintain, shall be as shown in the table below. (reloc. 7-12-05; am. 12-5-06)

WARRANTY PERIOD AND AMOUNT FOR STREET/ROAD AND DRAINAGE IMPROVEMENTS			
	Overburden Depth	Warranty Period (in years)	Warranty Amount (% of estimated total cost of public improvement)
Inside Dipping Bedrock Area	5-10 feet (inclusive)	3	50 + 10% contingency
	More than 10 feet	3	15 + 10% contingency
Outside Dipping Bedrock Area	Not Applicable	2	15 + 10% contingency

   a. The warranty period shall commence after the date of acceptance of the public improvement, pursuant to this Regulation. (reloc. 7-12-05)

   b. If at the end of the warranty period, no major repairs have been needed or are currently needed, and all minor repairs have been completed and accepted, the applicable improvements shall be accepted by Transportation and Engineering and the warranty amount released. (am. 7-12-05; am. 12-21-10)

   c. Any repairs required during the warranty period shall be warranted for an additional 2 years. The warranty amount for any repair made during a warranty period shall be as shown in the table above. The warranty period and amount for repairs shall only apply to that segment of the improvement that has failed, which segment shall be delineated and defined by Transportation and Engineering. The extent of repairs resulting from any failure of the public improvement shall be determined by Transportation and Engineering. (am. 7-12-05; am. 12-21-10)

2. Warranty Collateral:

   a. A deposited collateral guarantee shall be required during warranty and for at least 2 months thereafter to guarantee cost of repairs. (reloc. 7-12-05)

   b. The collateral warranty amount, for the purposes of this Section, shall be determined as follows: (reloc. 7-12-05)

(1) The estimated total cost for public improvements accepted for the subdivision shall equal the cost estimate for all items specified in the Exhibit "A" minus items not required to be warranted by this Regulation. (reloc. 7-12-05)

(2) In the event that the public improvements submitted for acceptance did not have an cost estimate and deposited collatoral guarantee then the estimated total cost of such public improvements shall be determined by the developer and approved by Planning and Zoning at the time of submission of the completed public improvements for acceptance. (am. 7-12-05; am. 5-20-08)

2. The developer shall, in any event, be responsible for all costs of repairs to and replacement of public improvements warranted, regardless of the amount of the deposited collateral submitted to and/or retained by the County. (reloc. 7-12-05)

4. During the warranty period, the developer shall be responsible for all maintenance and repairs within the right-of-way, except for snowplowing, unless the damage is caused by another entity to which Jefferson County has issued a construction permit. (reloc. 7-12-05)

   a. The developer shall be expected to make all warranty repairs as appropriate, based on an inspection byTransportation and Engineering. (am. 7-12-05; am. 12-21-10)

J. Final Acceptance of Warranted Public Improvements

1. Final Acceptance

   a. Final acceptance at the end of the warranty period shall be based on the criteria defined in the Jefferson County Roadway Design and Construction Manual for road improvements and the Storm Drainage Design and Technical Criteria for drainage improvements. (reloc. 7-12-05)

   b. The developer shall ensure that streets/roads with curb/gutter are clean and that water is supplied to demonstrate free drainage during the warranty inspection. (reloc. 7-12-05)

   c. Transportation and Engineering shall, within 45 days prior to the expiration date of the warranty for development improvements, make a final inspection of such improvements that are still under warranty and a final determination of all necessary repairs or replacements, and the costs thereof. (am. 7-12-05; am. 12-5-06; am. 12-21-10)

   d. Transportation and Engineering shall, within 14 days immediately after the final determination of all repairs or replacements, notify the developer in writing of all required repairs and replacements, and advise him/her that all such repairs and replacements are to be completed within a period of not more than 6 months after said notification. (am. 7-12-05; am. 12-21-10)

   e. The developer shall be responsible to renew or replace any guarantees so that the County holds a guarantee which does not expire less than 8 months prior to the date of the letter described in J.D.1 of this Section. (am. 7-12-05)

2. Jefferson County Action Upon Completion of Development Improvements

   a. Transportation and Engineering, Planning and Zoning or the Road and Bridge shall inspect the development improvements, as appropriate, and determine if the work has been completed. This determination shall be submitted in a written statement of findings to the developer and the Public Improvements Coordinator. Upon final acceptance of the improvements, all securities will be released by the Public Improvements Coordinator. (am. 7-12-05; am. 12-5-06; am. 5-20-08; am. 12-21-10)

   b. The County shall accept, conditionally accept, or not accept the completion status of the development improvements by the Public Improvements Coordinator. (am. 7-12-05; am. 12-5-06; am. 5-20-08)