

Introduced by: Council Member Welch
Introduction Date: April 11, 2017
Public Hearing: April 25, 2017
Action: Not Adopted
Vote: 3-2

CITY OF BETHEL, ALASKA

Ordinance #17-20

AN ORDINANCE AMENDING BETHEL MUNICIPAL CODE SECTION 17.04 GENERAL PROVISIONS AND REQUIREMENTS

WHEREAS, the Bethel Municipal Code currently only requires notification of residents within a 600 foot radius; allows for experimental and/or innovative processes or procedures for waste treatment;

WHEREAS, the recent number of Conditional Use Permit applications have demonstrated that 600 feet is not a large radius and many nearby residents are not in the mandated circle and therefore are not being notified yet they have a great deal of interest in what is happening in their neighborhood;

WHEREAS, currently the Code makes subdivision agreements optional, thus the burden of getting everything perfect at the Preliminary Plat stage is huge;

WHEREAS, while the Preliminary Plat offers a lot of information, the serious details, such as road grading, drainage, electrical, water/sewer improvements, are not always known or identified properly at this point;

WHEREAS, many, but not all, municipalities in the State make subdivision agreements mandatory in order to provide the subdivider AND the City assurances of what can be expected and to avoid disputes part-way through the process;

WHEREAS, while making subdivision agreements mandatory is only a partial fix to a complete overhaul of Title 17, it will go a long way towards protecting both the City and the developers;

NOW, BE IT FURTHER ORDAINED, the City Council adopts the updated section 17.04 of the Bethel Municipal Code as outlined in this Ordinance;

SECTION 1. Classification. This is a Codified Ordinance and shall become part of the Bethel Municipal Code.

SECTION 2. Amendments. Bethel Municipal Code Section 17.04., General Provisions and Requirements, is amended as follows (old language is stricken, new language is underlined):

Chapter 17.04 GENERAL PROVISIONS AND REQUIREMENTS

Sections:

- [17.04.010](#) Authority.
- [17.04.020](#) Interpretation and purpose.
- [17.04.025](#) Notice.
- [17.04.030](#) Applicability.
- [17.04.040](#) Conformance required.
- [17.04.045](#) Definitions.
- [17.04.050](#) Development phasing districts.
- [17.04.060](#) Existing lots.
- [17.04.065](#) Application of new requirements.
- [17.04.067](#) Subdivision agreements.
- [17.04.070](#) Control and maintenance of dedicated and constructed facilities.
- [17.04.090](#) Conflicting provisions.

17.04.010 Authority.

Subdivision and platting powers and authority are vested in the planning commission, acting as the platting board, and referred to in this title as the "planning commission."

17.04.020 Interpretation and purpose.

~~It is the purpose of this title to promote and protect the public health, safety and general welfare of the people of the city; to provide for the proper arrangement of streets in relation to existing or proposed streets; to provide for adequate and convenient open spaces; to provide for efficient movement of vehicular and pedestrian traffic; to assure adequate and properly placed utilities; to ensure that subdivision and development occur in a logical pattern in coordination with infrastructure availability; to provide access for firefighting apparatus, sewage collection and water delivery vehicles; to secure safety from flood and other dangers; to assure adequate drainage of land; to assure the reservation of adequate open space; to facilitate the further subdivision of larger tracts into smaller parcels of land; and to ensure proper legal descriptions and monumenting of subdivided land. These regulations provide a mechanism for the planning commission to develop and apply new or more restrictive requirements when a new, unusual, or unanticipated circumstance comes to its attention and it appears to the commission that the provisions of this title are not adequate to deal with the circumstance. In addition, these regulations provide for the accurate surveying of land; for equitable processing of all plats by providing uniform procedures and standards for observance by both the city and the subdivider; and for the proper preparation and recording of plats. The provisions of this chapter set out minimum requirements and shall be interpreted in the manner to accomplish the purposes set out in this section.~~

- A. General. These standards are enacted generally to promote the goals of the comprehensive plan as to the health, safety, convenience, quality of life, and welfare of the present and future inhabitants of the City; to secure adequate

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utilities and public facilities, provide for consideration of open space needs, and protect sensitive natural areas such as critical habitat, high-value wetlands, and riparian corridors; to enhance or preserve other significant natural features; to ensure the functional and efficient layout and appropriate use of land so as to achieve property lots of reasonable utility and minimize public costs to construct and maintain infrastructure; and to facilitate orderly growth and harmonious development of the municipality.

- B. *Specific.* Planning, layout, and design of a subdivision are of the utmost concern. The subdivision should provide safe, efficient, and convenient movement to points of destination or collection. Modes of travel to achieve this objective should not conflict with each other or abutting land uses. Lots and blocks should provide appropriate settings for the buildings that are to be constructed, make use of natural contours, and protect residents from adverse noise and vehicular traffic. Important natural features of the area should be preserved. Schools, parks, and other community facilities should be planned as an integral part of the area. New development should reflect and maintain the character of the neighborhood through layout of roads and lots, consideration of connectivity with minimal cut-through traffic, pedestrian access to neighborhood destinations, and buffers or open space where appropriate to maintain privacy and views.

17.04.025 Notice.

- A. Unless otherwise specifically provided in this title, notice of hearings required under this title shall be given as provided in subsections B through E of this section. When a hearing is required under Chapter [17.20](#) BMC, notice of that hearing shall be given as provided BMC [17.20.050](#).
- B. Notice shall contain the following:
1. The date the complete application or petition was filed;
 2. The name of the owner of the parcel that is the subject of the application or petition or the name of the person who made the filing;
 3. The purpose of the application or petition;
 4. A description of the location and a legal description of the parcel;
 5. The date, time and place of the hearing;
 6. The notice may contain any other information the platting officer believes to be appropriate or that the planning commission may require.
- C. Notice shall be published at least ~~once~~ twice in a newspaper of general circulation in the city at least ~~six (6)~~ twenty-one (21) days before the hearing.
- D. Notice shall be mailed to the owners of each parcel of property any part of which is within ~~six~~ twelve hundred (~~600~~ 1200) feet of the exterior boundary of the parcel that is the subject of the application or petition.
1. The name and address of the owner of each parcel that is to receive mailed notice and that receives sewer or water service from the city shall be provided to the platting officer by the public works department. The name and address of each other owner that is to receive mailed notice shall be provided to the

- plating officer by the applicant. An application is not complete until the applicant has submitted the list of the names and addresses of all such other owners. The applicant, its agents and successors, shall save, hold harmless and defend the city, its officers and employees, from and against all claims and suits based in whole or in part on the failure of the city to provide mailed notice to a person to whom mailed notice was required to be sent under this subsection if the applicant provided an incorrect address or no address for a person whose address it was the applicant's responsibility to provide. The name and address of the person shown in the records of the Bethel district recorder's office as the owner of the relevant parcel shall be presumed to be correct;
2. Mailed notice shall be deposited in the U.S. Mail, postage paid, at least five (5) days before the hearing;
 3. Mailed notice may include maps or other additional material that is not included in the published or posted notice.
- E. Notice shall be posted on the public bulletin board at city hall and at three (3) other public places where other notices are regularly posted. Notice shall be posted at least five (5) days before the hearing.
- F. The failure of the city to fully meet each requirement of this section or of any other notice requirement of this title shall not be the basis for invalidating an action taken under this title if there was substantial compliance with the requirements of this or the otherwise applicable section.

17.04.067 Subdivision agreements.

- ~~A. In order to assure a subdivider that the subdivider may proceed with the subdivision of a parcel in accordance with existing standards and requirements under this title and not be subject to changes in such standards and requirements before the subdivider receives unconditional approval of the final plat of the parcel, the subdivider and the city may enter into a subdivision agreement pursuant to the provisions of this section. The rejection and the approval and execution of a requested subdivision agreement are within the absolute discretion of the city. A subdivision agreement is enforceable by each party to the agreement, but is effective only if approved by the planning commission by resolution and approved by the city council by a noncode ordinance.~~
- ~~B. A subdivider, upon payment of the required subdivision agreement application fee and the submission of such documents as the platting officer or planning commission may require, may submit to the planning commission a request that the city enter into a subdivision agreement with respect to the subdivision of a parcel for which a complete preliminary plat application has been submitted. The submission of a request for a subdivision agreement, whether or not the request is complete, suspends the running of the time within which a pending or subsequently submitted plat must be approved until the request is withdrawn, or is rejected by the planning commission or the city council, or receives the required approvals and the agreement is executed.~~

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- ~~C. The planning commission shall consider the request for the subdivision agreement after reviewing the preliminary plat. If the commission determines that the existing standards and requirements of this title are adequate to deal with the likely impact of the subdivision as proposed or that they would be adequate if supplemented with additional requirements to which the subdivider agrees, the commission may, in its discretion, proceed to negotiate with the subdivider for a subdivision agreement containing such additional requirements, if any, as the commission believes are appropriate. The agreement may impose additional standards, requirements and exactions not otherwise applicable to the subdivision, without regard to whether such standards, requirements or exactions could be lawfully imposed as a subdivision or other city regulation.~~
- ~~D. A subdivision agreement may not reduce or eliminate the application of any standard or requirement of this title or of any other provision of this code, nor of any standard or requirement issued by the city engineer. An agreement may limit the application of proposed standards and requirements to the pending plat, but may not limit or reduce any other discretion of the planning commission, require any particular decision or approval by the commission, or in any way lessen, affect or control the plat approval procedures in effect when the agreement is executed after city council approval. An agreement may not be inconsistent with applicable provisions of the comprehensive plan and shall, when possible, further the goals of the plan.~~
- ~~E. A subdivision agreement may not limit the application of any amendment of any title other than this title whether such amendment was recommended, proposed or adopted before or after execution of the agreement. The provision of any agreement that would have an effect prohibited by this subsection is void and unenforceable.~~
- ~~F. The provisions of an agreement that protect the subdivider from changes to the standards and requirements applicable to the subdivision of the parcel remain effective for so long as no party other than the city is in default under the agreement and there is timely performance by the subdivider of the construction of required subdivision improvements. The city may terminate the agreement if the final plat of the subdivision has not been approved within eighteen (18) months of the date the agreement is approved by the city council by ordinance or by the earlier of such other date as is set out in the agreement or is set out in the ordinance approving the agreement. Upon the termination of the agreement by the city for a default of the subdivider under the agreement or the failure of the subdivider to comply with a requirement of this subsection, the city may require the subdivider to bring the subdivision into compliance with all standards and requirements it avoided by virtue of the agreement and with all standards and requirements the planning commission may recommend within sixty (60) days of the date the agreement is terminated.~~
- ~~G. A subdivision agreement does not have effect beyond the plat to which it applies and any re-subdivision of any part of the same parcel shall be subject to all~~

~~changes to the standards and requirements of this title except to the extent such re-subdivision is subject to a new subdivision agreement.~~

A. Agreement required; application; contents.

1. Agreement required. Before a final plat for a subdivision is approved or filed, the subdivider shall enter into a subdivision agreement with the City in accordance with this section.
2. Application. Application for approval of a proposed subdivision agreement shall be made to the planning department. The application shall include a copy of the platting summary of action, a copy of the preliminary plat, a tentative schedule of all proposed construction of public improvements and utilities, and an engineer's estimate of the cost of each required public improvement. The engineer's estimate shall be based on the most current average of unit bid prices for capital improvement projects, as tabulated annually and published by the Anchorage municipal engineer. The City may require a showing of the subdivider's financial responsibility.
3. Contents. Except as provided in subsection A.4. below, the subdivision agreement shall include but need not be limited to the following provisions:
 - a. A designation of the public improvements required to be constructed.
 - b. The construction and inspection requirements of the City or utility for which the improvements are constructed.
 - c. The time schedule for completing the improvements.
 - d. The performance guarantee required by subsection 17.04.067E.
 - e. A schedule for any payments required under this section.
 - f. The allocation of costs between the City and the subdivider for required public improvements.
 - g. The warranty required by subsection 17.04.067G.
 - h. The consent of the subdivider for the ownership of specified public improvements to vest with the City upon final acceptance by the City.
 - i. A warranty that the subdivider has title to the subdivision property and the authority to execute the subdivision agreement.
 - j. Where the subdivision is within the flood hazard area, a requirement that the subdivider will submit certification of flood proofing, information on the elevation of the lowest habitable floor, and information on the elevation to which the structure is flood proofed, for each building or structure to be constructed as part of the subdivision agreement.
 - k. A provision requiring the subdivider to submit plans, specifications, descriptions of work, the limits of the work area, the methods to be employed, a traffic control plan, and any other pertinent data and information necessary for City officials to evaluate the proposed installation.
 - l. A provision that work shall not commence until plans have been approved by the Planning Department/Commission and notice to proceed is given.

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- B. Approval by Council. Approval by the City Council shall be required to enter into those subdivision agreements where City participation in the cost of the required public improvements is estimated to be \$30,000.00 or more.
- C. Time limit for completion of improvements.
1. The planning official shall determine the time duration of the subdivision agreement, which shall not be less than two (2) years nor more than three (3), based on the size, complexity, and possible phasing of the subdivision. The improvements required under the terms of the subdivision agreement shall be fully completed and accepted for warranty within that time period. However, before the expiration of the time allowed for completion, the subdivider may request a time extension from the planning official. The planning official may grant one time extension, up to one (1) year in length, upon a showing of good cause by the developer and provided such extension does not unreasonably impact adjacent properties or the general public. The planning official does not have the authority to modify conditions placed by the planning commission. The planning official may refer any extension application to the planning commission if the project is in default or he or she deems further or more extensive analysis and public comment concerning the continuation may be needed. In considering whether an extension should be granted, the following shall be considered: the manner in which safety hazards, drainage problems, sanding, snow removal, grading, and other matters will be handled during the extension period. Performance conditions may be imposed on the extension to ensure that such matters are adequately handled.
 2. Requests for a subsequent one-year time extension requires planning commission approval. All time extensions shall be conditioned to require provision of an adequate performance guarantee when the existing guarantee is inadequate.
- D. Payment of costs of required improvements inside the City Service Area. The cost of any public improvement shall be defined to include the cost of design, engineering, contract administration, inspection, testing, and surveillance as well as all work, labor, and materials furnished for the construction of the improvement(s). The subdivision agreement shall provide for the apportionment of the cost of required public improvements between the City and the subdivider as follows:
1. Administrative and recording costs relating to public improvement guaranties. The subdivider shall pay 100 (100%) percent of all costs incurred in supplying and administering any method of public improvement guarantee provided for in this Section 21.08.060.
 2. Inspection, surveillance, and testing.
 - a. The subdivider shall pay 100 (100%) percent of all costs relating to any inspection, surveillance, and testing by the City, necessary for warranty acceptance of any required public improvement or during the warranty period. Surveillance shall be performed by the City during the course of construction and up to the point of final acceptance of the completed project.

- b. The City shall retain an independent registered engineer who has no financial interest in the development, at subdivider's sole expense, to inspect and test the improvement construction. The engineer shall maintain in good standing professional liability insurance in the amount of \$1,000,000.00 during the term of the agreement. Policies written on a "claims-made" basis shall have a two-year tail of coverage from the completion of the subdivision agreement term. The required insurance policy shall provide for no less than 30 days advance notice to the municipality prior to cancellation.
- 3. Administration of agreement. The subdivider shall pay 100 percent of all costs of plan review, agreement administration, and attendant costs.
- 4. Water/Sewer improvements. If the subdivision is to receive water service from the City piped service, the subdivider shall provide water facilities, including service connections to all lots, with cost participation as provided in the current approved tariff of the utility. If the subdivision is to receive water service from the City Hauled System, the subdivider shall pay 100 percent of the cost of any additional lift station(s) or a pro-rata share of additional truck(s) required to provide service to the new subdivision.
- E. Guarantee of completion of improvements required; amount; methods.
 - 1. Guarantee required. To ensure the installation of required public improvements that are not accepted at the time the final plat is filed, the subdivision agreement shall require the subdivider to guarantee the completion of all such improvements by one or more of the methods specified in this section. The means of a guarantee may be changed during the guarantee period upon approval by the planning official. The amount of the guarantee shall be determined on the basis of the subdivider's cost estimate. The guarantee shall remain in effect until warranty acceptance of the public improvements and the posting of an acceptable security for the warranty period.
 - 2. Cost estimate; overrun allowance. The engineer's cost estimate shall state the estimated cost of completion for each required public improvement. Cost estimates for each required public improvement shall be approved by the department. For purposes of establishing the amount necessary for the guarantee of completion of public improvements, a percentage for overrun allowance shall be added to the total estimated cost of public improvements as follows:

TABLE 17.04.067: PERCENT FOR OVERRUN ALLOWANCE	
Total Estimated Cost of Improvements	Percent for Overrun Allowance
\$0.00—\$500,000.00	30%
\$500,000.01—\$1,000,000.00	25%
More than \$1,000,000.00	20%

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3. Methods. The subdivision agreement shall include one or more of the following methods to guarantee the construction of required public improvements:
- a. Performance bond. The subdivider may elect to provide a surety bond from a company authorized to do such business in the state. The bond shall be in a form acceptable to the City attorney and Finance Direction and in an amount equal to the estimated cost of all required public improvements, plus an overrun allowance as provided in subsection E.2. above. The bond shall be payable to the City if any required public improvements are not finally accepted in accordance with the provisions of this title, and shall be posted by no person other than the subdivider or a contractor obligated by written contract to the subdivider for construction of all the required public improvements. In the event a contractor posts the bond, the subdivider and the City may be dual obligees under mutually agreed terms.
 - b. Deposit in escrow. The subdivider may elect to deposit a cash sum equal to the estimated cost of all required public improvements plus overrun allowances as provided in subsection E.2. above, either with the City or in escrow with a responsible financial institution authorized to do such business in the state. In the case of an escrow account, the subdivider shall file with the City an escrow agreement that includes the following terms:
 - (i) Funds of the escrow account shall be held in trust until released by the City and may not be used or pledged by the subdivider as security in any matter during that period other than payment for the improvements.
 - (ii) In the case of a failure on the part of the subdivider to complete any improvement within the required time period, the institution shall immediately make all funds in such account available to the City for use in the completion of those improvements.
 - c. Letter of credit. The subdivider may elect to provide from a bank or other responsible financial institution authorized to do such business in the state an irrevocable letter of credit. Such letter shall be filed with the City and shall certify the following:
 - (i) That the creditor irrevocably guarantees funds in an amount equal to the estimated cost of all required public improvements plus overrun allowances as provided in subsection E.2. above, for the completion of all such improvements; and
 - (ii) That in the case of failure on the part of the subdivider to complete any specified improvements within the required time period the creditor shall pay to the City immediately and without further action such funds as are necessary to finance the completion of those improvements up to the limit of credit stated in the letter.
- F. Release of guarantee of improvements.
1. Inspection shall be made by the City prior to acceptance of the improvements for warranty. The City shall have twenty-one (21) calendar days to complete the inspection and provide a list of deficiencies, except that the planning official may

extend the 21-day period for unusual circumstances such as extreme weather. The 21-day period shall begin on the day the City receives written notice from the subdivider that the subdivider's own comprehensive inspection has confirmed that construction of all required improvements is complete, all applicable subdivision agreement requirements are fulfilled, and the project is ready for City inspection.

2. After the initial City inspection provided for in subsection F.1. has been completed and all listed deficiencies noted in the initial City inspection and provided in writing to the subdivider have been corrected, the subdivider shall notify the City in writing and the City shall perform a final inspection of the listed deficiencies within fourteen (14) calendar days of receiving the notification, except that the planning official may extend the 14-day period for unusual circumstances such as extreme weather.
3. If the final inspection reveals uncorrected listed deficiencies that were identified in the initial inspection that was provided to the subdivider in writing prior to the final inspection, this procedure shall be repeated until all deficiencies noted in the initial inspection have been corrected. The warranty period shall begin after all the deficiencies in the initial inspection have been corrected.
4. Excepting any new deficiency or deficiencies resulting from the subdivider's activities correcting the deficiency or deficiencies identified above, any new deficiencies that were not discovered and identified in writing and delivered to the subdivider during the initial inspection, but are found in any final or any continuing inspection, shall be noted and corrected by the subdivider during the warranty period. However, these deficiencies shall not delay the commencement of the warranty period.
5. In addition to correcting deficiencies in the work, and prior to being placed on warranty, the subdivider shall also submit:
 - a. A complete record of the engineer's daily inspection reports;
 - b. Copies of test results;
 - c. Reproducible mylar record drawings of the facilities constructed;
 - d. Acceptance letters from electric, cable and telephone utilities that all lots have service available;
 - e. Certificate of monumentation;
 - f. Certificate of compliance that all suppliers and subcontractors have been paid;
 - g. Payment in full for municipal billings associated with the subdivision agreement; and
6. When all deficiencies in the work have been corrected and all items listed in subsection F.5. above have been submitted, reviewed, and accepted, the project shall be eligible to be placed on warranty.
7. The City shall release the obligation for performance guarantees upon the acceptance of the improvements for warranty, together with the posting of adequate security for warranty.

8. The City may refuse to release the obligation for any particular public improvement if the subdivider or contractor is in present or imminent default in whole or in part on the completion of any public improvement or warranty covered by the subdivision agreement.

G. Improvement warranty.

1. The subdivider shall warrant and guarantee that required public improvements constructed under the agreement will remain in good condition and meet operating specifications for two (2) years, commencing with warranty acceptance of each public improvement when it is completed. Such warranty includes defects in design, workmanship, materials, and any damage to improvements caused by the subdivider, his or her agents, or others engaged in work to be performed under the subdivision agreement. If the planning official deems appropriate, extensive repairs or modifications made during the warranty period may extend the duration of the warranty period for those repairs or modifications only. The subdivider shall not be responsible for cleaning, snow removal, ditching, grading, dust control, or similar activities during the warranty period.
2. To secure the warranty:
 - a. The guarantee of performance provided for in subsection E. shall remain in effect until the end of the warranty period. If the guarantee is a performance bond posted by a contractor, the bond cannot secure the warranty unless the subdivider and contractor, by written agreement, elected this option at the time the performance bond was posted; or
 - b. The subdivider shall furnish the City with a corporate surety bond, cash deposit, or letter of credit in an amount equal to a percent of the total construction costs as set forth in this subsection. This security shall guarantee the payment of any reconstruction or repair costs that may be undertaken due to failures occurring during the warranty period. Responsibility for identifying the necessity of repairs or reconstruction of the improvements shall rest with the city.

TABLE 17.04.067G: PERCENT TO SECURE WARRANTY	
<u>Total Construction Cost</u>	<u>Percent to Secure Warranty</u>
<u>\$0.00—\$500,000.00</u>	<u>15</u>
<u>\$500,000,01—\$1,000,000.00</u>	<u>10</u>
<u>More than \$1,000,000.00</u>	<u>7.5</u>

H. Correction of deficiencies under warranty.

1. Within thirty (30) calendar days, or a reasonable extension at the sole discretion of the planning official, of notification by the City of the need for repair or reconstruction, the subdivider shall correct the deficiencies, satisfactory to the

City. Such notification shall be made by certified mail. If the subdivider fails to repair or reconstruct the deficiency within the time specified in this section, the City will make the repair at the subdivider's sole expense. The City may then bill the subdivider for the cost of the repair and associated administrative costs, or declare the bond or deposit forfeited.

2. Notwithstanding subsection H.1. above, if the subdivider or the subdivider's engineer retained through the warranty period first identifies need for repair or reconstruction, the subdivider shall notify the City by certified mail, and the subdivider shall make the repair or reconstruction with authorization (in lieu of the above notification) from the City.

I. End of warranty period.

1. The City shall inspect the required improvements and provide a list of deficiencies to the subdivider no later than sixty (60) calendar days before the end of the warranty period, except that the planning official may extend this time due to inappropriate weather or other conditions that impede complete inspection.
2. All deficiencies identified in the warranty period shall be corrected, inspected, and approved within thirty (30) calendar days, except that the planning official may extend the 30-day period for unusual circumstances or inappropriate weather. The City is under no obligation to release any remaining security if the subdivider fails to correct any identified deficiencies.
3. Upon final acceptance, the City will release the remaining security within ninety (90) calendar days.
4. If the City does not timely inspect and provide a report as required in H.1. above, the warranty period ends.

J. Default. If the subdivider defaults on any obligation to construct required public improvements or the obligation to warrant and repair such improvements, the City may demand immediate payment on the performance or warranty guarantee. In the case of a performance bond, deposits in escrow, or letter of credit, the City may demand immediate payment of a portion of all sums obligated for the performance or warranty of any improvement. All funds received by the City shall be used for any construction, repair, or reconstruction necessary to ensure that:

1. All required public improvements are built to specifications necessary to receive warranty acceptance; and
2. The improvements remain in good condition for the completion of the warranty period. The City may use guarantee funds for the construction, repair, or maintenance of required public improvements from the date of initial default until three (3) years after the funds have become available to the City for such use, except that no use shall be made of the funds later than two (2) years after satisfactory completion and warranty acceptance of the work. Following either: (1) the warranty acceptance of all public improvements and posting of the warranty security, or (2) final acceptance, or (3) the three-year period provided for in this subsection, the City shall pay to the subdivider all guarantee funds which were not used or obligated for the completion of the improvements.

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- K. *Agency coordination.* Upon receipt of notification of violation or concern by City departments or outside agencies, the planning official may suspend approval on work authorized through the subdivision agreement until such time that the issue is resolved.
- L. *Standards may not be altered; enforcement of chapter.* All provisions of this chapter are mandatory and may not be altered by the subdivision agreement. The obligations contained in this chapter shall be enforceable by methods of enforcement of ordinance as well as contract.

SECTION 3. Effective Date. This ordinance shall become effective upon passage by the Bethel City Council.