

CHAPTER 11-09: FINAL PLAT

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11-09-010. Final Plat - Purpose.

The purpose of the final plat is to provide formal review and approval of the proposed subdivision by the Planning Commission and City Council before a subdivision plat is recorded in the office of the Davis County Recorder. The final plat and all information and procedures relating thereto shall in all respects be in compliance with the provisions of this Title. The final plat and construction plans submitted shall conform in all respects to those regulations and requirements specified during the preliminary plat procedure.

11-09-020. Filing Deadline, Application and Fees.

Application for final plat approval shall be made within six (6) months after approval or conditional approval of the preliminary plat by the Planning Commission. This time period may be extended an additional six (6) months for good cause shown if the developer petitions the Planning Commission for an extension prior to the expiration date, however only one extension may be granted. The developer shall file an application for final plat approval with the City Community Development Department on a form prescribed by the City, together with six (6) copies of the proposed final plat; five(5) copies 24" x 36" in size, one(1) 11"x 17" in size; and an electronic copy in a format approved by the City. In addition five (5) copies of the construction drawings shall be submitted 24" x 36" in size. At the same time, the developer shall pay to the City the application fee for the subdivision as set forth in the Consolidated Fee Schedule.

11-09-030. Final Plat - Preparation and Required Information.

(a) The final plat shall consist of a sheet of approved tracing linen with the outside or trim line dimensions of 19 inches by 30 inches and the border line of the plat shall be drawn in heavy lines leaving a space of at least one and one-half inches on the left side and at least one-half inch margin on the other sides. The plat shall be so drawn in a manner following standard drafting protocol. All lines, dimensions, and markings shall be made on the tracing linen, mylar, or comparable material, with approved waterproof black ink. The plat shall be made to a scale large enough to clearly show all details, and in any case not smaller than one hundred (100) feet to the inch, and workmanship on the finished drawing shall be neat, clean cut and readable. The final plat shall include the following:

- (1) The subdivision name and the general location of the subdivision in bold letters at the top of the sheet, a north arrow, scale of the drawing, and date.

(2) Signatures by all required and authorized parties with appropriate notary acknowledgments.

(3) An accurate and complete survey. A traverse of the exterior boundaries of the tract, and of each block, when computed from field measurements on the ground shall close within a tolerance of one (1) foot in twenty thousand (20,000) feet.

(4) Accurately drawn boundaries, showing the proper bearings and dimensions of all boundary lines of the subdivision, properly tied to public survey monuments. These lines should be slightly heavier than street and lot lines.

(5) All survey, mathematical information and data necessary to locate all monuments and to locate and retrace all interior and exterior boundary lines appearing thereon, including bearing and distance of straight lines, and central angle, radius and arc length of curves, and such information as may be necessary to determine the location of beginning and ending points of curves. All property corners and monuments within the subdivision shall show the calculated Davis County coordinates. Lot and boundary closure shall be calculated to the nearest 100th of a foot.

(6) Delineation of lots, blocks, and parcels offered for dedication for any purpose with dimensions, boundaries and courses clearly shown and defined in every case. The square footage of each lot shall be shown. Parcels offered for dedication other than for streets or easements shall be clearly designated on the plat. Sufficient linear, angular and curved data shall be shown to determine readily the bearing and length of the boundary lines of every block, lot and parcel which is a part thereof. No ditto marks shall be used for lot dimensions.

(7) Right-of-way lines of each street, and the width of any portion being dedicated and widths of any existing dedications. The widths and locations of adjacent streets and other public properties within fifty (50) feet of the subdivision shall be shown with dotted lines. If any street in the subdivision is a continuation or an approximate continuation of an existing street, the conformity or the amount of non-conformity of such existing streets shall be accurately shown.

(8) Consecutively numbered lots and/or blocks under a definite system approved by the Planning Commission. Numbering shall continue consecutively throughout the subdivision with no omissions or duplications.

(9) Streets numbered in accordance with and in conformity with the adopted street numbering system adopted by the City. Each lot shall show the street addresses assigned thereto, and shall be according to the standard addressing methods approved by the City. In the case of corner lots, an address will be assigned for each part of the lot having street frontage.

(10) Clearly labeled and identified easements. The side lines of all easements shall be shown by fine dashed lines. The width of all easements and sufficient ties thereto to definitely locate the same with respect to the subdivision shall be shown.

(11) All stakes, monuments and other evidence indicating the boundaries of the subdivision as found on the site. Any monument or bench mark that is disturbed or destroyed before acceptance of all improvements, shall be replaced by the developer under the direction of the City Engineer. The following required monuments shall be shown on the final plat:

(i) The location of all monuments placed in making the survey, including a statement as to what, if any, points were re-set by ties;

(ii) All right-of-way monuments at angle points and intersections as approved by the City Engineer.

(12) The name of the surveyor, together with the date of the survey, the scale of the map and number of sheets. The following certificates, acknowledgments, notes and descriptions shall appear on the title sheet of the final plat, and such certificates may be combined where appropriate:

(i) Registered land surveyor's "Certificate of Survey";

(ii) Owners dedication certificate;

(iii) Notary public's acknowledgment for each signature on the plat;

(iv) A correct metes and bounds description of all property included within the subdivision;

(v) Blocks formatted with appropriate language for signature of the Planning Commission, City Engineer, City Attorney, Mayor and an attestation by the City Recorder) and a block for the Davis County Recorder shall be provided in the lower right corner;

(vi) Blocks formatted with appropriate language for utility companies if required.

(vii) A note stating "Many areas in Woods Cross have ground water problems due to a seasonally high (fluctuating) water table. Approval of this plat does not constitute representation by the City that building at any specified elevation will solve ground water problems. Solution of these problems is the sole responsibility of the permit applicant and property owner."

(viii) Such other affidavits, certificates, acknowledgments, endorsements and notary seals as are required by law, by this Title, or by the City Attorney.

(b) The following documents shall be submitted with the final plat:

(1) A current title report to be reviewed by the City Attorney. A "current title report" is considered to be one which correctly discloses all recorded matters of title regarding the property and which is prepared and dated not more than thirty (30) days before the proposed recordation of the final plat.

(2) When a subdivision contains lands which are reserved in private ownership for community use, including common areas, the developer shall submit, with the final plat, the name, proposed articles of incorporation and bylaws of the owner, or organization empowered to own, maintain and pay taxes on such lands and common areas.

11-09-040. Construction Plans - Preparation and Required Information.

The developer shall prepare and submit construction plans in accordance with the requirements and standards set forth in Chapter 8 of this Title.

11-09-050. Review by the Development Review Committee.

The Development Review Committee shall review the final plat and construction plans and determine compliance with all standards and criteria set forth in this Ordinance and all other applicable ordinances of the City and the State of Utah. The City Engineer shall sign the final plat if the Design Review Committee finds that the subdivision and the construction plans fully comply with this Ordinance and the Development Standards, that the survey description is correct, and that all easements are correctly described and located. The Design Review Committee shall complete review of the plat within thirty(30) days after it is submitted for review. If the final plat complies, the City Engineer shall sign the plat in the appropriate signature block and forward the plat to the Planning Commission. If the final plat or the construction plans do not comply it shall be returned to the developer with comment.

11-09-060. Planning Commission Action.

Upon receipt of the final plat signed by the City Engineer, the Planning Commission shall review the plat to determine whether the plat conforms with the preliminary plat, with all changes requested, and with all requirements imposed as conditions of acceptance. If the submitted final plat is not acceptable, the Planning Commission shall notify the developer and specify the respects in which it is deficient. If the Planning Commission determines that the final plat is in conformity with all requirements and the ordinances of the City it shall recommend approval of the final plat and the Chairman of the Planning Commission shall sign the plat in the appropriate block and forward the plat to the City Attorney.

11-09-070. Review by the City Attorney.

The City Attorney shall review the final plat, the signed subdivision improvements agreement, the current title report and the security for insuring completion of the improvements to verify compliance with the City's dedication and bonding requirements. The City Attorney may also review public easements, protective covenants and other documents where applicable. Upon approval of the items specified in this Section, the City Attorney shall sign the plat in the appropriate signature block and forward the plat to the City Administrator for presentation to the City Council.

11-09-080. Review by the City Council.

Within a reasonable time following the signing of the final plat by the Planning Commission and the City staff, the final plat shall be submitted to the City Council for its review and consideration. The City Council shall not be bound by the recommendations of the City staff, or the Planning Commission and may set its own conditions and requirements consistent with this Title. If the City Council determines that the final plat is in conformity with the requirements of this Title, other applicable ordinances, and any reasonable conditions as recommended by the City's staff and Planning Commission or on the City Council's own initiative, that all fees have been paid as required, and that the City Council is satisfied with the final plat of the subdivision, it may approve the final plat. If the City Council determines that the final plat is not in conformity with this Title or other applicable ordinances, or any reasonable conditions imposed, it may disapprove the final plat specifying the reasons for such disapproval. Within one (1) year after the City Council has disapproved any plat, the developer may file with the City's Community Development Department a plat altered to meet the requirements of the City Council. No final plat shall have any force or effect unless the same has been approved by the City Council and signed by the Mayor and City Recorder.

11-09-090. Signing and Recording of Final Subdivision Plat.

(a) Signing of Plat. The Mayor shall endorse approval on the plat after the Bond Agreement outlined in Section 11-09-110 has been approved by the City Council, and all the conditions of the resolution pertaining to the plat have been satisfied.

(b) Recording of Plat:

(1) The following fees in the amount established by the City Council by resolution as shown in the Consolidated Fee Schedule shall be paid to the City prior to recording the plat.

- (i) A fee for street identification signs and for each traffic control device.
- (ii) A fee for recording the final plat.
- (iii) Any other fees or bonds required by the City.

(2) The City shall record the final plat in the office of the Davis County Recorder after the fees required in Subsection (1) above are received by the City and after the developer has complied with all other City requirements for recording.

(3) Three (3) copies of the final plat and one (1) copy of all other legal documents required to be recorded shall be submitted to the Community Development Director with all recording data contained therein prior to the issuance of any building permits for lots in the subdivision.

11-09-100. Expiration of Final Approval.

If the final plat is not recorded within six (6) months from the date of City Council approval, such approval shall be null and void. This time period may be extended by the City Council for up to an additional six (6) month period for good cause shown. The developer must petition in writing for an extension prior to the expiration of the original six (6) months. No extension will be granted if it is determined that it will be detrimental to the City. If any of the fees charged as a condition of subdivision approval have increased, the City may require that the bond estimate be recalculated and that the developer pay any applicable fee increases as a condition of granting an extension.

11-09-110. Security for Public Improvements.

(a) Prior to approval by the City Council and recordation of a final plat, the developer shall enter into a Bond Agreement, acceptable to the City as security, to insure completion of all improvements required to be installed in the subdivision. The Bond Agreement shall be in a form approved by the City Council and may contain specific provisions approved by the City Attorney. The Agreement shall include, but not be limited to:

(1) Developer's agreement to complete all improvements within a period of time, not to exceed two (2) years from the date the Agreement is executed.

(2) The improvements shall be completed to the satisfaction of the City and in accordance with the Woods Cross City Development Standards.

(3) The Bond shall be equal to one hundred percent (100%) of the City Engineer's estimated cost of the improvements to be installed, plus an additional twenty percent (20%) of the Engineer's estimated amount, which will be referred to herein as the "Warranty Amount." The City Engineer will review the developer's estimated costs to determine if such estimates are acceptable to the City.

(4) The City shall have immediate access to the Bond proceeds.

(5) The Bond proceeds may be reduced at intervals determined by the City upon the request of the developer as improvements are installed. The amount of reduction shall be determined by the City. Such requests may be made only once every thirty (30) days and no reduction shall be authorized until such time as the City Engineer or his designee has inspected the improvements and found them to be in compliance with the City's standards and specifications. All reductions shall be by written authorization of the City Engineer. Upon authorization of the City Engineer, the City may release up to one hundred percent (100%) of the City Engineer's estimated cost of the improvements. Upon conditional acceptance of the subdivision by the City Council, the City may release up to fifty percent (50%) of the warranty amount. The balance of the warranty amount shall not be released until after the one (1) year warranty period and the subdivision is granted final acceptance by the City Council.

(6) If the Bond proceeds are inadequate to pay the cost of the completion of the improvements according to the City's standards of specifications for whatever reason, including previous reductions, the developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision until the improvements are completed or, with City Council approval, a new satisfactory Bond has been executed and delivered to the City or other satisfactory arrangements have been made to insure completion of the remaining improvements.

(7) The City's costs of administration, cost of obtaining the Bond proceeds, including attorney's fees and court costs shall be deducted from any Bond proceeds.

(8) Upon receipts of the Bond proceeds, after expiration of the time period for completion of the improvements, the cost of completion shall include reimbursement to the City for the costs of administration to complete the improvements.

(9) The developer shall agree to hold the City harmless from any and all liability which may arise as a result of the improvements which are installed until such time as the City certifies the improvements are complete and accepts the improvements at the end of the warranty period.

(b) The Bond Agreement shall be one of the following types as prescribed by the City.

(1) A cash bond agreement accompanied by a cashier's check payable only to the City.

(2) An escrow agreement and account with a federally insured bank.

(3) A letter of credit agreement and irrevocable stand-by letter of credit with a federally insured bank.

11-09-120. Acceptance of Off-Site Improvements.

(a) Conditional Acceptance. After the completion of all off-site improvements, and upon receiving a written statement from the City Engineer that all required improvements have been satisfactorily completed and inspected by the City Engineer, the City Council shall conditionally accept the improvements for a one (1) year guarantee period. Such approval shall not be given until the applicant's engineer has certified to the City Engineer, through submission of detailed record drawings of the subdivision, indicating location, dimensions, materials, and other information required by the City Engineer, that the layout of the line and grade of all public improvements is in accordance with the City Development Standards and the construction plans filed with the final plat. Said records drawings shall be submitted in ink on reproducible mylar, and shall also be submitted to the City in an electronic format

approved by the City. A minimum of ten percent (10%) of the total amount of the escrow funds, or performance bond will be held during this one (1) year period.

(b) **Guarantee Period.** The developer shall warrant and guarantee that the improvements provided for hereunder, and every part thereof, will remain in good condition for a period of one (1) year after the date of conditional acceptance by the City Council, and agrees to make all repairs to and maintain the improvements and every part thereof in good condition during that one (1) year period at no cost to the City.

(c) **Final Acceptance.** Final inspection by the City Engineer shall be made after the city receives a written request from the developer after the expiration of the one (1) year guarantee period.. All defects as noted in the final inspection report of the City Engineer shall be corrected to the satisfaction of the City Engineer. Final acceptance shall be in writing by the City Council after written approval is received from the City Engineer. After final acceptance by the City Council, the remaining balance in the escrow fund or performance bond shall be released.

11-09-130. Special Exception for Sidewalk.

(a) **Conditional Acceptance.** The City Council, in its discretion, may allow the developer an additional one (1) year from the date of conditional acceptance of the off-site improvements to install the sidewalk in the subdivision provided that:

(1) The lots for which the extension is requested do not front on an arterial or collector street, where installation of the sidewalks is necessary for the safety of the general citizenry.

(2) All lots built on in the subdivision have sidewalk installed on the lot where shown on the construction plans. Sidewalk must be installed prior to the issuance of a Certificate of Occupancy for any dwelling in the subdivision.

(3) No more than seventy five percent (75%) of the lots are built on in the subdivision. When the percentage of lots built on exceeds seventy five percent (75%), the remaining sidewalk must be installed before any additional building permits are issued.

(4) The City shall not conditionally accept any of the sidewalk prior to the installation of all the sidewalk required in the subdivision.

(5) The City retains the escrow funds or cash bond for the sidewalk until it receives final acceptance by the City Council. The procedures of conditional acceptance of the sidewalk shall be the same as outlined in Section 11-09-120(a) of this Title.

(b) **Guarantee Period.** The developer shall warrant and guarantee that the sidewalk will remain in good condition for a period of one (1) year after the date of conditional acceptance by the City Council, and agrees to make all repairs to and maintain in good condition during the one (1) year period or until final acceptance at no cost to the City. It is further agreed and understood that the determination for the necessity for repairs and maintenance of the work rests with the City Engineer.

(c) **Final Acceptance.** Final acceptance of the sidewalk will follow the same procedure as outlined in Section 120 of this Chapter.

11-09-140. Issuance of Building Permits and Certificates of Occupancy.

(a) The extent of street improvements shall be adequate for vehicular access by the perspective builder/occupant and by emergency equipment, prior to the issuance of a building permit. For the purposes of this section, adequate shall mean "hard surfaced." A building permit may be granted by the Building Inspector prior to application of hard surface under the following conditions:

(1) The street improvements are being constructed during the months when cold weather prohibits the laying of a hard surface on the street.

(2) The City receives a signed statement from the developer that the developer will take the responsibility to insure that the road is accessible for emergency vehicles and the dwelling owner.

(3) All streets shall be completed with all utilities, rough grading, road base and curb and gutter.

(4) The developer enters into an agreement that the developer will hard surface the road as soon as weather permits and if developer fails to do so, the City can declare the developer in default of the bond agreement.

(b) No Certificate of Occupancy shall be granted by the building inspector until all street improvements are hard surfaced.

(c) No building permits shall be issued for the final ten percent (10%) of lots in a subdivision, or if ten percent (10%) is less than two (2), for the final two (2) lots of a subdivision, until all public improvements required by the City Council for the plat have been fully completed and conditionally accepted by the City Council.