

TOWN OF GRANITE FALLS

ORDINANCE NO. 292

AN ORDINANCE ADOPTING THE FORM OF AND REQUIRING EXECUTION OF A "DEVELOPER AGREEMENT" AND "AFFIDAVIT OF NO LIENS" FOR DEVELOPERS CONSTRUCTING CURBS, GUTTERS, STORM-DRAINAGE SYSTEMS, STREETS, WATER AND SEWER SYSTEMS, OR ADDITIONS THERETO, TO BE CONNECTED TO THE WATER AND SEWER SYSTEMS OF THE TOWN OF GRANITE FALLS

BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF GRANITE FALLS:

Section 1. From and after the effective date of this Ordinance, all contractors, land developers, or others, whether persons or entities, constructing curbs, gutters, storm-drainage systems, streets, water and sewer systems, or additions thereto, to be connected to the sanitary sewer lines and/or water lines of the Town of Granite Falls, shall, as a prerequisite to securing approval for the construction of such system, execute a Developer Agreement in the form set forth below:

TOWN OF GRANITE FALLS

DEVELOPER AGREEMENT

THIS AGREEMENT, by and between the Town of Granite Falls, a municipal corporation, hereinafter referred to as "Town", and

hereinafter referred to as "Developer";

WITNESSETH: That whereas the Town of Granite Falls, a municipal corporation, provides sewer and water service within the corresponding sewer and water function boundaries, and the above-named Developer is preparing to construct curbs, gutters, storm-drainage systems, streets, water and sewer systems, or additions thereto, and said development requires the Town's sewer and water service;

WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Developer agrees to construct curbs, gutters, storm-drainage systems, streets, water and sewer systems, or additions thereto, to be connected to the Town's sanitary sewer lines and water lines, and to accept and maintain such systems, with both party agreements conditioned as set forth below. The curbs, gutters, storm-drainage systems, streets, water and sewer systems, or additions thereto, are to be located within that area commonly referred to as _____

which property is described in Exhibit "A" attached hereto and referred to hereinafter as "Premises".

2. As a condition precedent to Town's obligations under this agreement, the Developer shall construct the proposed curbs, gutters, storm-drainage systems, streets, water and sewer systems, or additions thereto, within said premises so as to conform with Town's "Standard Specifications and Details for Developer Construction", as adopted together with any amendments thereto hereinafter made, and further to conform with Town's comprehensive plan, as amended, which agreement shall include any oversizing of sewer lines or water lines necessitated by the comprehensive plans. All streets, curbs, and gutters shall be in conformity with the standards of Snohomish County road and street standards.

3. The developer agrees that the construction of the curbs, gutters, storm-drainage systems, streets, water and sewer systems, or additions thereto, shall not commence until the following conditions have been fulfilled:

- a. The Developer shall furnish the Town with three (3) sets of detailed plans for the curbs, gutters, storm-drainage systems, streets, and water and sewer systems, or additions thereto, prepared by a qualified engineer at the Developer's sole expense.
- b. The above plans shall be approved by the Town's consulting engineer, wherein the cost of such review shall be at the Developer's sole expense.
- c. Minimum requirements for all plans for curbs, gutters, storm-drainage systems, streets, water and sewer systems, or additions thereto, submitted to the Town for review are:
 - (1) All plans and documents shall be submitted in triplicate, wherein one set is to be retained by the Town, one set is to be returned to the applicant, and one set is to be retained by the Town's consultant.
 - (2) A preliminary plat of the area in which said curbs, gutters, storm-drainage systems, streets, water and sewer systems, or additions thereto, are to be constructed, which plat has been approved by the Snohomish County Planning Department and the Town Planning Department and Town Council.
 - (3) A map showing the location of the plat in relation to the surrounding area.

- (4) A contour map of the plat with contour intervals of five feet or less.
- (5) A map showing the location and depth of all proposed utilities and any connections and/or interconnections to existing facilities or future extensions.
- (6) A 1" = 50' plan of the sewer and water systems showing streets, lot lines, dimensions, and location of bench marks and monuments for the proposed plat, together with an indication of the development of the adjacent property.
- (7) A profile 1" = 50' horizontal and 1" = 50' vertical of the finished road grades with the sanitary sewers and water lines and other pertinent underground utilities located, with elevations noted thereon. The elevation datum shall be the same as used by the Town.
- (8) Full-sized detail sheets shall be included as a part of the construction drawings, as required to clearly indicate the details for all of the curbs, gutters, storm-drainage systems, streets, water and sewer systems, or additions thereto, to be constructed, consistent with Town standards.
- (9) Specifications as required to describe the work, consistent with Town's standard specifications.
- (10) Approvals from all regulatory agencies.
- (11) Storm drainage shall be provided for the area consistent with Title XXIV, Drainage Ordinance Manual, Department of Public Works, Snohomish County, and any amendments thereto. All drainage shall be in accordance with the Town's Comprehensive Plan to include oversizing.

d. Construction requirements in addition to the Town's standard specifications and details for developer extensions, as adopted, are as follows:

- (1) All streets and/or roadways shall be graded to within six inches of final grade before installation of sewer lines and water lines.

- (2) All lots shall be fully staked to assist all parties involved in the proper location of side sewer, water services, and other appurtenances.
 - (3) All sewer contractors shall be registered with the Town.
 - (4) The Developer's curbs, gutters, storm-drainage system, streets, water and sewer systems, or additions thereto, on Premises shall not be connected to Town's systems until authorized by Town, and such connection shall be performed under the supervision and direction of the Town.
- e. Developer hereby agrees to hold Town harmless from any liability or expense, including reasonable attorney's fees, incurred by Town directly or as a liability to third parties and arising out of any injury or damage resulting from the construction of this project, specifically including but not limited to any damages resulting to the Town's sewer, water and storm-drainage facilities, together with any expense or liability incurred by Town by reason of Developer's (or Developer's employees' or contractors') breach of any covenant contained on any franchise granted for the purpose of enabling the Developer to undertake construction.

Developer further agrees that in the event any official of the Town complains that the Developer is violating such franchise in any respect, or if the Developer damages any of the Town's facilities, the Town shall give the Developer such notice as is reasonable under the circumstances to make repairs or restoration. In such event that the Town deems it necessary to make any repairs or restoration (emergency or otherwise), the Town shall be reimbursed for the cost thereof. Notice to the Developer shall be given at the following address:

Name: _____

Address: _____

Telephone: _____

4. The construction of Developer's curbs, gutters, storm-drainage systems, water and sewer systems, or additions thereto, on the Premises shall be supervised by the Town or its consultant

in such a manner and at such times as the Town deems reasonably necessary to assure that construction of the system will conform with the above-mentioned plans and specifications. The Developer herewith agrees to allow such inspections and agrees to cooperate with the Town's engineers throughout construction, in addition to providing reasonable advance notice on his construction schedule during the various construction phases as requested by the engineers. Developer further agrees to reimburse Town for all engineering fees and expenses incurred by the Town for such supervision.

5. The Developer's curbs, gutters, storm-drainage systems, streets, water and sewer systems, or additions thereto, on Premises shall not be accepted for service and use until the same have been fully inspected and approved, and the following requirements have been performed:

- a. Submit to the Town's consultant the original tracings, upon completion of construction, for preparation of record drawings.
- b. Payment of all permit fees and equivalent assessment charges and any other applicable Town charges required for Premises.
- c. Payment of all plan check and inspection fees.
- d. Prepare and furnish the required easements in accordance with Town's standard form, and furnish same to the Town for approval by the legal counsel, along with the necessary recording fees.
- e. Furnish the Town with an affidavit warranting there are no liens against the improvements constructed on Premises by him, this affidavit to be in the form prescribed by the Town.
- f. Furnish the Town with a Bill of Sale conveying the sewer system and water system to the Town, which shall include a one-year guaranty that the sewer and water systems will be free of defects in labor and materials. Form to be as prescribed by the Town.

6. In the event any warranty repairs are required, the Town agrees, whenever feasible, to provide the Developer with reasonable notice before directly undertaking such repairs. The Town reserves the right, however, to effect emergency repairs as deemed necessary by the Town's engineers and/or supervisors. The Town shall be reimbursed for all costs thereof.

7. Upon performing all requirements, including those as set forth in Paragraph 5 above, the Town shall forthwith approve a resolution accepting the sewer and water systems, and agree therewith to take on the operation and maintenance of said systems.

Town of Granite Falls, Developer Agreement, Page ____.

SUBMITTED this ____ day of _____, 19__.

BY DEVELOPER:

TOWN OF GRANITE FALLS
DEVELOPER AGREEMENT

Accepted this ____ day of _____, 19__.

Mayor

Attest:

Town Clerk

TOWN OF GRANITE FALLS

DEVELOPER AGREEMENT

EXHIBIT "A"

PLAT NAME: _____

DEVELOPER: _____

LEGAL DESCRIPTION: _____

Section 3. Effective Date: This Ordinance shall take effect from and after the ____ day of _____, 1980.

Section 4. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance, or the application of the provision to other persons or circumstances, is not affected.

THIS ORDINANCE IS HEREBY ADOPTED by the Town of Granite Falls this ____ day of _____, 1980.

Mayor

Attest:

Town Clerk

Approved as to Form:

Town Attorney