

Return to:
Theresa White
Kalispell City Clerk
201 1st Avenue East
Kalispell, MT 59901

**APPENDIX E
SUBDIVISION IMPROVEMENT AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the CITY COUNCIL, CITY OF KALISPELL, MONTANA, Party of the First Part and hereinafter referred to as the CITY, and _____, (Name of Developer) a _____ (Individual, Company or Corporation) located at _____, (Street Address/P. O. Box) (City, County, State, Zip) Party of the Second Part and hereinafter referred to as DEVELOPER.

WITNESSETH:

THAT WHEREAS, the Developer is the owner and developer of a new subdivision known as _____ (Name of Subdivision) located at _____ (Location of Subdivision) and,

WHEREAS, the City has conditioned its approval of the final plat of _____, upon the conditions as set forth (Name of Subdivision) in the Preliminary Plat of the Subdivision being completed and all improvements, as cited in "Exhibit A" have not been completed at this time, and the Developer wishes to bond for the completion of those improvements set forth in "Exhibit A"; and

WHEREAS, the City's Subdivision Regulations require that a subdivider shall provide a financial security of 125% of the estimated total cost of construction of said improvements as evidenced by an estimate prepared by a licensed public engineer included herewith as "Exhibit B"; and

WHEREAS, the estimated total cost of construction of said improvements is the sum of \$_____.

NOW THEREFORE, in consideration of the approval of the final plat of said Subdivision by the City, the Developer hereby agrees as follows:

1. The Developer shall deposit as collateral with the City a Letter of Credit, or other acceptable collateral as determined by the City Council, in the amount of \$_____. Said Letter of Credit or other collateral shall have an expiration date of at least sixty (60) days following the date set for completion of the improvements, certifying the following:
 - a. That the creditor guarantees funds in the sum of \$_____ the estimated cost of completing the required improvements in _____.
(Name of Subdivision)
 - b. That if the Developer fails to complete the specified improvements within the required period, the creditor will pay to the City immediately, and without further action, such funds as are necessary to finance the completion of those improvements up to the limited of credit stated in the letter;
2. That said required improvements shall be fully completed by _____, 20_____.
3. That upon completion of the required improvements, the Developer shall cause to be filed with the City a statement certifying that:
 - a. All required improvements are complete;
 - b. That the improvements are in compliance with the minimum standards specified by the City for their construction and that the Developer warrants said improvements against any and all defects for a period of two (2) years from the date of acceptance of the completion of those improvements by the City;
 - c. That the Developer knows of no defects in those improvements;
 - d. That these improvements are free and clear of any encumbrances or liens;
 - e. That a schedule of actual construction costs has been filed with the City; and,
 - f. All applicable fees and surcharges have been paid.
4. The Developer shall cause to be filed with the City copies of final plans, profiles, grades and specifications of said improvements, with the certification of the registered professional engineer responsible for their preparation that all required improvements have been installed in conformance with said specifications.

IT IS ALSO AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS, TO-WIT:

That the Developer shall provide for inspection of all required improvements by a registered professional engineer before the Developer shall be released from the Subdivision Improvement Agreement.

That if the City determines that any improvements are not constructed in compliance with the specifications, it shall furnish the Developer with a list of specific deficiencies and may withhold collateral sufficient to insure such compliance. If the City determines that the Developer will not construct any or all of the improvements in accordance with the specifications, or within the required time limits, it may withdraw the collateral and employ such funds as may be necessary to construct the improvement or improvements in accordance with the specifications. The unused portions of the collateral shall be returned to the Developer or the crediting institution, as is appropriate.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year herein before written.

(Name of Subdivision/Developer/Firm)

by _____
(Title)

STATE OF MONTANA
COUNTY OF _____

On this _____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared _____, known to me to be the _____ of _____, whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this day and year first above written.

Notary Public for the State of Montana
Printed Name _____
Residing at _____
My Commission Expires _____

MAYOR, CITY OF KALISPELL

ATTEST:

MAYOR

CITY CLERK

EXHIBIT A

Conditions of approval as fixed to the preliminary plat by the City Council, Kalispell, Montana.

EXHIBIT B

This agreement specifically includes the following improvements, their projected construction completion date and estimated construction costs.

| CHECK APPROPRIATE IMPROVEMENTS | CONSTRUCTION COMPLETION DATE | ESTIMATED CONSTRUCTION COSTS | PERCENTAGE COMPLETE |
|---------------------------------------|------------------------------------|------------------------------------|------------------------|
| Street Grading/Paving | | | |
| Street Base | | | |
| Sidewalks | | | |
| Curbs and Gutters | | | |
| Sanitary Sewers Mains Other () | | | |
| On-Site Sewage Facilities | | | |
| Water Systems Mains Other () | | | |
| On-Site Water Supply | | | |
| Water Storage Tanks | | | |
| Fire Hydrants | | | |
| Storm Sewer or Drainage Facilities | | | |
| Street Signs | | | |
| Street Lighting | | | |
| Street Monuments | | | |
| Survey Monument Boxes | | | |
| Landscaping/Boulevard trees | | | |
| Other () | | | |

| | |
|--|-------|
| SUBTOTAL | _____ |
| FEEES | _____ |
| TOTALS COSTS | _____ |
| TOTAL COLLATERAL (TOTALS COSTS X 125%) | _____ |