

ARTICLE XVI.

**GUARANTEE OF COMPLETION OF IMPROVEMENTS
&
WARRANTEE ACTIONS ON INFRASTRUCTURE COMPLETION**

16.1 INSTALLATION OF REQUIRED IMPROVEMENTS.

The subdivider/developer shall be responsible for the provision of all required improvements to the subdivision/development. This may be accomplished by either the full installation of all required improvements by the developer at the time the Final Plat is to be submitted to the Planning Commission, or by the provision of a financial guarantee of performance.

- A. Provisional final approval can be given by the Planning Commission under extenuating circumstances, provided that a financial guarantee in the form of a surety bond shall be given in the amount equal to one hundred twenty-five (125) percent of the cost as estimated by an independent source of installing all improvements, including grading, paving of the streets, and installation of all required utilities, and fees encountered during execution of improvements. The surety bond will be made payable to the City of Robertsdale and will be held until all improvements are meet per the specifications of the City. Once the development is satisfactory constructed, the developer on said action will request the release of said bond through the Planning Commission, and the Planning Commission will then notify the City for said release.
- B. Failure to Complete Work. If within twelve (12) months after filing said surety, the subdivider/developer has not completed all necessary improvements or if in the opinion of the City Planning Commission said improvements have not been satisfactorily installed, the bond shall be used by the City to complete the improvements in satisfactory fashion, or the City may take such steps as may be necessary to require performance under the bond.

16.2 INSPECTION AND CERTIFICATION OF IMPROVEMENTS.

The Public Works Director shall regularly supervise inspection for defects in the construction of the required improvements or assigns such work. The applicant shall pay to the City an inspection fee of \$20.00 per lot for the initial inspection. If additional inspections are required, additional fees shall be required in the amount of \$10.00 per lot and the Chairman of the Planning Commission shall not sign the subdivision plat until the applicant has paid all fees. These fees shall be due and payable upon demand by the City. If the Public Works Director finds upon inspection that any of the required improvements have not been constructed in accordance with the City's adopted construction standards and specifications, the applicant shall be responsible for completing the improvements. Wherever a surety

covers the cost of improvements, the applicant and the surety company shall be severally and jointly liable for completing the improvements according to specifications.

Upon completion of the improvements, the applicant shall file with the Planning Commission a statement stipulating the following:

1. That all required improvements are complete;
2. That these improvements are in compliance with the minimum standards specified by the Planning Commission and the City for their construction;
3. That the applicant knows of no defects from any cause in these improvements; and,
4. That these improvements are free and clear of any encumbrance or lien.

The applicant shall also file with the City an agreement dedicating all said improvements of the development.

Upon completion of these improvements, the Public Works Director shall file with the City Commission a statement either certifying that the improvements have been completed in the specified manner or listing the defects in these improvements.

If the Public Works Director has certified that the contracted improvements are complete and free from defect, then upon receipt of the other statements and agreements detailed above, the City may accept the dedication of these improvements. The City may, at its discretion, accept the dedication of any portion of the required improvements, provided that all statements and agreements specified above have been received for that portion of the improvements.

16.3 REDUCTION OF GUARANTEE.

In those cases where an improvement guarantee has been made under subsection 16.1.A of these regulations, the amount of the surety may be reduced upon acceptance, in compliance with these regulations, of the dedication of a portion of the required improvements. A surety shall be reduced upon actual dedication of public improvements and then only to the ratio that the public improvement dedicated bears to the total public improvements for the plat. In no event shall a surety be reduced below twenty-five percent (25%) of the principal amount.

16.4 RELEASE OF GUARANTEE.

Upon acceptance, in accordance with these regulations of the dedication of the final portion of improvements, the City Council shall authorize the release of the remaining portion of the improvement guarantee.

16.5 ACCEPTANCE OF IMPROVEMENTS.

Guarantee Against Faulty Material and Workmanship. The City only in accordance with one of the following requirements shall grant final approval of all improvements on said development:

- A. Said improvements shall have been completed and in place for a period of one year and shall, upon inspection following such period of time, be found to be free from defective workmanship or material and free from sink-holes or other settling.
- B. Following satisfactory completion of such work, the subdivider shall post with the City a guaranty bond in an amount equal to ten (10) percent of the improvement cost on said project for which acceptance is sought. Said bond will guarantee the City that the installation and workmanship is in acceptable condition for a period of one year. Said guaranty bond shall be effective for a period of one year. If at the end of the one year period the improvements is found to be defective or to be otherwise unacceptable because of faulty workmanship or material, said defects shall be repaired at the cost of the developer up to the amount of the guaranty bond, and upon the developer's failure or refusal to do so within 90 days after demand is made upon them by the City. Then the City shall make such repairs as are reasonably necessary, and recover the cost thereof.

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