

**TOQUERVILLE CITY
ORDINANCE 2026.XX**

AN ORDINANCE AMENDING AND RESTATING TITLE 10, CHAPTER 19D, SECTION 16 OF THE TOQUERVILLE CITY CODE TO UPDATE IMPROVEMENT COMPLETION ASSURANCE REQUIREMENTS AND CLARIFY INSTALLATION AND WARRANTY OBLIGATIONS

RECITALS

WHEREAS, Toquerville City (“City”) is an incorporated municipality duly organized under the laws of the State of Utah;

WHEREAS, the Toquerville City Council (“City Council”), as the legislative body of the City, is authorized under Utah Code Ann. § 10-20-503 to enact and amend land use regulations to protect the health, safety, and welfare of the community; and

WHEREAS, the City Council desires to update the maximum improvement completion assurance to comply with state law, including Utah Code Ann. § 10-20-807, and to make clarifications regarding installation and warranty responsibilities; and

WHEREAS, this amendment is intended to protect the public health, safety, and welfare by ensuring that required improvements are properly installed, maintained, and warranted.

ORDINANCE

NOW THEREFORE, be it ordained by the City Council of Toquerville City, Utah as follows:

TITLE 10, CHAPTER 19D, SECTION 16 OF THE TOQUERVILLE CITY CODE IS HEREBY AMENDED AS FOLLOWS:

10-19D-16: IMPROVEMENT REQUIREMENTS, GUARANTEE AND WARRANTY:

A. Improvements Required:

1. Developers of subdivisions, condominiums, master planned developments or any other development shall be required to design, construct, and dedicate (if applicable) public improvements which are necessary to serve the development and connect to existing and future infrastructure any infrastructure improvement or public landscaping improvement for which improvement completion assurance is required pursuant to Utah Code § 10-20-807, as amended (the “Improvements”).

2. “Infrastructure improvement” means permanent infrastructure that is essential for the public health and safety or that: (a) is required for human occupation; and (b) an applicant shall install (i) in accordance with published installation and inspection specifications for public improvements; and (ii) whether the improvement is public or private, as a condition of (A)

recording of a subdivision plat; (B) obtaining a building permit; or (C) development of a commercial, industrial, mixed use, condominium, or multifamily project.

3. “Public landscaping improvement” means landscaping that an applicant is required to install to comply with published installation and inspection specifications for public improvements that: (i) will be dedicated to and maintained by the City; or (ii) are associated with and proximate to trail improvements that connect to planned or existing public infrastructure.

4. ~~Public improvements~~Improvements shall be designed and constructed according to requirements of this Chapter and all other City ordinances, and the standard specifications for design and construction.

~~–52.~~ ~~Public improvements~~Improvements shall include, but not be limited to, street curb and gutter, landscaped park strips, sidewalks, streetscape buffer, project buffer, street paving, culinary water, secondary water systems, storm drainage systems, sanitary sewer systems, streetlights, street signs, fences, fire hydrants and utilities.

~~–63.~~ Impact and other fees and dedications associated with the development are also required in addition to the construction and dedication of ~~public improvements~~Improvements required with the development.

B. Responsibility For Improvements:

1. Prior to final acceptance of ~~public improvements~~Improvements by the City as prescribed in this Chapter, the developer shall be responsible for the proper replacement, repair and maintenance of any ~~public improvements~~Improvements associated with the development which were installed by the developer. The developer shall be obligated to the City to replace, repair and/or maintain any defective, damaged or deteriorating ~~public improvements~~Improvements related to the development at his/her expense until the time that said ~~public improvements~~Improvements are inspected and accepted by the City.

2. In the event that certain areas or structures are provided within the subdivision for private recreational use or as service facilities, the owner of such land and buildings shall establish an arrangement to assure a continued standard of maintenance consistent with the conditions of subdivision approval.

C. Improvement Guarantee: In order to ensure proper completion and maintenance of ~~required~~I improvements for a subdivision, condominium or master planned development in the City, the developer or owner shall enter into ~~a security agreement~~an agreement for completion with the City or install I improvements to City standards.

1. ~~Security Agreement:~~Improvement Completion Assurance:

a. The developer/owner, if electing to record the final plat- prior to completion of any Improvements, shall enter into an security agreement and provide a cash bond deposited with the City, an irrevocable letter of credit or an escrow security agreement for all incomplete the I improvements on the final plat or site plan- as directed by the City Council and/or City Attorney (the “ICA”). The ~~improvement~~ICA guarantee shall be

posted prior to the City Attorney signing ~~of~~ the final plat or site plan, and prior to recording of any accompanying documents. The security agreement shall be included in the recorded development agreement.

b. The cash bond, irrevocable letter of credit or escrow security agreement shall ensure the timely and satisfactory construction of all ~~required public improvements,~~ Improvements, including without limitation, private streets and sidewalks, perimeter walls, and streetscape buffers, and shall provide a guarantee for said improvements. The City Engineer shall determine the amount of the ~~improvement guarantee~~ ICA required, which shall be equal to: (i) one hundred ~~ten fifteen~~ percent (100~~105~~%) of the estimated cost of the improvements, as evidenced by an engineer's estimate; and (ii) ten percent (10%) of the amount of the bond to cover administrative costs incurred by the municipality to complete the improvements, if necessary. ~~of the estimated cost of the improvements.~~

c. The ~~improvement guarantee~~ ICA may be reduced at intervals at the request of the subdivider as improvements are installed and accepted by the City as specified in the development agreement. No security shall be reduced below ten fifteen percent (10~~5~~%) of the City Engineer's estimated cost of the improvements to be installed until final acceptance by the City Council following the warranty period.

2. Installation Of Improvements:

a. The developer/owner may install Improvements ~~improvements after approval before the final plat and development agreement are recorded of the final plat and recording of the development agreement~~ in lieu of ~~bonding providing ICA~~ for ~~required~~ improvements.

b. Notwithstanding subsection (a), if installation of improvements impacts or connects to existing public utilities, streets, sidewalks, or other public rights of way, the City may require an agreement or bond in a form approved by the City. — A restoration bond equal to one hundred fifteen percent (115%) of the City Engineer estimate per platted lot for the project or phase of the project being constructed. This bond shall be posted prior to construction of any improvements in accordance with the recorded development agreement. This restoration bond is intended to protect the City from unfinished improvements that may create safety hazards or nuisance and debris problems.

c. All improvements shall be completed in accordance with approved construction drawings as required by this Chapter and shall be approved by the City Engineer prior to the recording of the final plat.

D. Warranty Period: Each developer shall warrant the improvements associated with the development for the duration of the warranty period described below, in a form approved by the City in the amount of up to ten percent (10%) of the lesser of the (i) City Engineer's original estimated cost of completion of the improvements; or (ii) the Developer's reasonable proven cost of completion. The warranty period for ~~public~~ the improvements shall commence on the date that all City required improvements associated with the development have been completed to the satisfaction of the City and a

final inspection thereof has been made approving the same. The warranty period shall commence at that date and shall continue for one year thereafter for all improvements.

If any deficiencies are found by the City during the warranty period in materials or workmanship, the developer shall promptly resolve such defects or deficiencies and request the City Engineer to reinspect the improvements. If the defective or deficient improvements are not corrected, the City will give notice to the developer of the action to file on the security agreement for completion of the improvements. At the end of the one year period, as applicable, the developer shall request the City staff to make a final warranty period inspection of all improvements. If the City Engineer verifies that the improvements are acceptable, the security posted by the developer under the security agreement shall be released. (Ord. 2012.04, 1-18-2012; amd. Ord. 2024.22, 11-20-2024)

1. REPEALER. All ordinances, resolutions and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency and only for the period this Ordinance remains effective. This Repealer shall not be construed as reviving any law, order, resolution or ordinance or part thereof.

2. SEVERABILITY. Should any provision, clause or paragraph of this Ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this Ordinance or the Toquerville City Code to which these amendments apply. The valid part of any provision, clause or paragraph of this Ordinance shall be given independence from the invalid provisions or applications and to this end the parts, sections and subsections of this Ordinance, together with the regulations contained therein, are hereby declared to be severable.

3. EFFECTIVENESS. This Ordinance shall become effective immediately upon approval by the City Council.

ADOPTED AND APPROVED BY THE TOQUERVILLE CITY COUNCIL this ____ day of _____ 2026, based upon the following vote:

Councilmember:

Joey Campbell	AYE	_____	NAE	_____	ABSTAIN	_____	ABSENT	_____
Todd Sands	AYE	_____	NAE	_____	ABSTAIN	_____	ABSENT	_____
Wayne Olsen	AYE	_____	NAE	_____	ABSTAIN	_____	ABSENT	_____
Valerie Preslar	AYE	_____	NAE	_____	ABSTAIN	_____	ABSENT	_____
Jenny Chamberlain	AYE	_____	NAE	_____	ABSTAIN	_____	ABSENT	_____

TOQUERVILLE CITY
a Utah Municipal Corporation

Attest:

Dan Catlin, Toquerville City Mayor

Emily Teaters, Toquerville City Recorder