

# DEVELOPER'S AGREEMENT

\_\_\_\_\_ (ADDITION, SUBDIVISION)  
TO THE City OF McPHERSON  
McPHERSON COUNTY, KANSAS

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, hereinafter referred to as "**DEVELOPER**," and the CITY OF McPHERSON, KANSAS, hereinafter referred to as "**City**."

WHEREAS, the City has approved the plat of \_\_\_\_\_ (Addition, Subdivision) (to, in) the City of McPherson, McPherson County, Kansas, in accordance with the recommendations of the McPherson City Planning Commission;

NOW, THEREFORE, the parties hereto do hereby agree as follows:

- I. The City will install in public rights of way or easements, streets, curb, gutter, storm sewer, and sanitary sewer mains and laterals in accordance with the City's Subdivision Regulations, the Subdivision Grading Plan, and accepted Plans and Specifications for said \_\_\_\_\_ (Addition, Subdivision) as hereinafter provided upon request of the Developer.
  - (A) All street, sewer and drainage grades shall be in accordance with design plans and specifications prepared by a licensed professional engineer in the State of Kansas and shall be approved when necessary by the City's Department of Public Works, the Kansas Department of Health and Environment, and any other State or Federal agencies from which permits are required by law. Streets, sanitary sewers, and storm drainage are required improvements.
  - (B) The costs of public improvements shall be assessed against the property in the addition in accordance with the petition for such improvements presented to the City and applicable law. At a minimum, fifty percent (50%) of the construction costs of such improvements will be provided by the Developer in cash, or by irrevocable letter of credit at the time of letting of the construction contract by the City.
  - (C) Sanitary sewer connection fees, when imposed by the City under ordinance, shall be calculated based on future development impacts, for the purpose of capital recovery of construction costs for any or all of the following: sanitary sewer pumps, mains, interceptors, or wastewater treatment plant upgrades. These fees shall be payable at the time of sanitary sewer connections.
  - (D) Other infrastructure utilities shall be installed by the appropriate supplier under separate contract or agreement with the developer. Such "other infrastructure"

agreements shall include water and electricity (Board of Public Utilities), natural gas (Kansas Gas Service), telephone (Southwestern Bell Telephone), cable television (Multimedia Cablevision), and any other holders of valid franchise agreements with the City of McPherson.

- II. The Developer does hereby agree to indemnify the City harmless for any liability for damages for injuries to persons on the premises that may occur during construction of improvements in the Addition. All contractors shall provide the City proof of coverage for builders risk, public liability and property damage insurance satisfactory to the City prior to starting construction.
- III. Sidewalks shall be installed where indicated on the plat before occupancy of a dwelling and shall be constructed to City specifications.
- IV. All lots in the area will be kept clean and mowed to a height not exceeding twelve (12) inches at all times, subject to farm lease on undeveloped land. Maintenance of all temporary streets (if any) shall be provided by the Developer as directed by the City until permanent street improvements are made.
- V. All storm water runoff from the development shall be managed in a manner to minimize the potential for flooding, ponding, silting, or erosion impacts to downstream development and receiving waters, as set forth in the manual Stormwater Management Policies and Design Criteria for the City of McPherson” adopted by the City on January 20, 2003 and subsequent revisions. Developers shall comply with the Kansas Department of Health and Environment (KDHE) stormwater discharge permit requirements and procedures. Developer shall comply with current storm water quality related procedures, rules, regulations, and requirements in connection with the City’s compliance with the Environmental Protection Agency’s (EPA) Phase II storm water quality regulations.
- VI. All temporary construction units must be removed when building in the immediate vicinity is completed.
- VII. The Developer assumes responsibility to see that all original purchasers of lots in the Addition receive a copy of the Developer's Agreement at the time of purchase.
- VIII. No construction will be allowed on any portion of the (Addition, Subdivision) unless the Developer or a designated contractor has first obtained from the City Inspection and Zoning departments the proper building and zoning permits. **No zoning or building permits will be issued until and unless a contract has been awarded for sanitary sewers and streets to serve the lot(s) for which the permit is requested.**
- IX. The Developer will file this Developer's Agreement, as executed on behalf of the City, with the McPherson County Register of Deeds. A copy of this Developer's Agreement showing said recording along with a copy of the recorded plat shall be furnished to the City before building permits are issued.

X. The terms and conditions as set forth herein shall be binding upon the heirs, personal representatives, trustees, successors, and assigns of the parties hereto.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**(Corporate Name of Applicant)**

\_\_\_\_\_  
(Name, Title)

**(Note: Duplicate the following for multiple signatures.)**

STATE OF KANSAS )  
 ) SS  
COUNTY OF McPHERSON )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (insert name, title and type of business here). (*i.e. Joe Smith, President, ACME Corporation, a Kansas corporation.*)

(SEAL) \_\_\_\_\_  
Notary Public

Appointment Expires: \_\_\_\_\_

**CITY OF McPHERSON**

\_\_\_\_\_  
Mayor, William J. Goering

**ATTEST:** (SEAL)

\_\_\_\_\_  
City Clerk, Gary L. Meagher

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Philip C. Lacey, City Attorney

\_\_\_\_\_  
L. Stephen Schmidt, City Director of Public Works

STATE OF KANSAS )  
 ) SS  
COUNTY OF McPHERSON )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by William J. Goering, Mayor of the City of McPherson, a municipal corporation.

(SEAL)

\_\_\_\_\_  
Notary Public

Appointment Expires: \_\_\_\_\_