

RESOLUTION 2025-01

A RESOLUTION ESTABLISHING A 'DEVELOPER'S AGREEMENT' BETWEEN THE DEVELOPER AND THE CITY OF BURLINGTON, KANSAS, FOR RESIDENTIAL SUBDIVISION DEVELOPMENTS AND REPEALING RESOLUTION 2011-01.

WHEREAS, the Governing Body of the City of Burlington has found it necessary and to the benefit of the City to set revised standards for the development of Residential Subdivisions to the City; and,

WHEREAS, The City of Burlington desires to make it a requirement for Developers to enter into the Developer's Agreement as a condition to approval of the final plat;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BURLINGTON, KANSAS THAT:

SECTION 1. The City of Burlington hereby adopts the policy that the Developer's Agreement, which shall be hereto attached, shall become a requirement for Developers of Residential Subdivisions to the City of Burlington, Kansas; effective immediately upon approval by the Governing Body of the City of Burlington.

SECTION 2. Repeal. Resolution 2011-01 is hereby repealed.

ADOPTED by the Governing Body of the City of Burlington, Coffey County, Kansas, on this 24th day of February, 2025.


Robert S. Luke, Mayor




Anne C. Brown, City Clerk

Approved as to form: 
Philip Wright, City Attorney

**DEVELOPER'S AGREEMENT
BETWEEN
CITY OF BURLINGTON, KANSAS
AND
[Developer's Name]
FOR
[Subdivision Name]**

This Developer's Agreement ("Agreement") is made and entered into on this [date], by and between the **City of Burlington, Kansas** ("City"), a municipal corporation, and **[Developer's Name]**, a private developer ("Developer"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Developer owns certain real property located within the City of Burlington, Kansas, legally described in **Exhibit A** (attached hereto), and desires to develop a residential housing subdivision on said property, known as **[Subdivision Name]**; and

WHEREAS, Developer desires to install, or cause to have installed, the necessary infrastructure, including streets, sidewalks, utilities, storm drainage, and other required improvements, to serve the subdivision in accordance with City regulations and standards; and

WHEREAS, the City, by its governing body, has approved the plat for the subdivision, subject to certain conditions related to the development of infrastructure and other improvements.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

SECTION 1: DEFINITIONS

1.1 **City:** The City of Burlington, Kansas.

1.2 **Developer:** [Developer's Name], including any successors or assigns.

1.3 **Project:** The development of a residential housing subdivision on the property described in Exhibit A, known as **[Subdivision Name]**.

1.4 **Public Improvements:** All infrastructure to be constructed in connection with the subdivision, including streets, sidewalks, water lines, sewer systems, storm drainage, street lighting, electric distribution, and any other public utilities or facilities as described in **Exhibit B**.

SECTION 2: RESPONSIBILITIES OF THE DEVELOPER

2.1 **Development Plan:** Developer agrees to develop the subdivision in accordance with the approved plat, City ordinances, zoning regulations, and all applicable codes and standards.

2.2 Privately Financed Development: Developer acknowledges that the entire cost of developing the subdivision, including infrastructure and improvements, will be privately financed. Unless otherwise approved by the governing body, the City shall have no obligation to provide financial assistance for the Project.

2.3 Infrastructure Construction: Developer agrees to construct or cause to be constructed all necessary public improvements required to serve the subdivision, including but not limited to:

- Streets and sidewalks.
- Water, sanitary sewer, and stormwater management systems.
- Any additional improvements as detailed in **Exhibit B**.

2.4 Engineering Plans: Developer shall submit engineering plans and specifications for all public improvements to the City for review and approval prior to commencement of construction.

2.5 Permits and Compliance: Developer shall obtain all necessary permits from the City and any other relevant regulatory agencies prior to construction. All construction shall comply with applicable federal, state, and local laws, regulations, and standards.

2.6 Inspection and Testing: Developer agrees that Developer shall retain a 3rd party inspector at Developer's expense to inspect and test all public improvements during construction to ensure compliance with the approved plat, City ordinances, zoning regulations, and all applicable codes and standards. The Developer's selection of the 3rd party inspector must be approved by the City. In addition, the Developer shall allow access to the Project by city employees at all times for inspection. The 3rd party inspector shall report to the City as required to address any deficiencies. Any deficiencies identified by the City or the 3rd party inspector must be corrected by the Developer at Developer's expense.

2.7 Warranty of Improvements: Developer shall warrant the public improvements against defects in materials and workmanship for a period of [insert number of years] years after final acceptance by the City. The Developer shall promptly repair any defects that arise during this period.

2.8 Completion and Performance Guaranty: Developer agrees to provide to the City one of the following:

1. funding (cash, cashiers check or escrow account) equal to ___% of the estimated cost of the infrastructure improvements; or,
2. financial guarantee (irrevocable letter of credit, corporate completion bond) equal to ___% of the estimated cost of the infrastructure improvements; or,
3. Performance Bond issued by surety approved by the City in an amount equal to the estimated principal cost of the project covering all required improvements installed by developer required by the final plat to completion.

SECTION 3: RESPONSIBILITIES OF THE CITY

3.1 Plan Review and Approval: The City agrees to review and provide timely approval or necessary revisions to the Developer's engineering plans and construction specifications for the subdivision's infrastructure.

3.2 Inspection: The City will provide reasonable inspections of the public improvements during construction to ensure compliance with City standards.

3.3 Maintenance and Ownership of Improvements: Upon completion and final acceptance of the public improvements, the City agrees to assume ownership and responsibility for the ongoing maintenance of all public infrastructure, including streets, water lines, sewer systems, and stormwater management facilities.

3.4 Building Permits: Once public improvements are substantially completed, and following the City's approval, the City will issue building permits for individual lots within the subdivision in accordance with local regulations.

SECTION 4: PROJECT TIMELINE

4.1 Commencement of Construction: Developer agrees to commence construction of the public improvements within [insert timeline] days following the approval of final engineering plans by the City.

4.2 Completion of Public Improvements: Developer shall complete all public improvements within [insert timeline] months of the commencement of construction unless an extension is granted by the City in writing.

4.3 Final Acceptance: Upon completion of the public improvements, the Developer shall notify the City, and the City shall conduct a final acceptance review. The Developer shall provide the final inspection report and signoff by the Developer's engineer that the improvements are within the engineer's specifications. If the improvements are satisfactory, the City will issue a formal letter of acceptance.

SECTION 5: INDEMNIFICATION AND INSURANCE

5.1 Indemnification: Developer agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from any and all claims, damages, losses, and expenses arising out of or related to the construction of public improvements, except to the extent caused by the negligence or misconduct of the City.

5.2 Insurance: Developer shall procure and maintain insurance coverage, at its own expense, in the following amounts:

- General Liability Insurance of not less than **[insert amount]**.
- Workers' Compensation Insurance in compliance with state law.

Developer shall provide proof of insurance to the City prior to the commencement of construction.

SECTION 6: DEFAULT AND REMEDIES

6.1 Default by Developer: In the event Developer fails to perform any obligation under this Agreement, the City may provide written notice of such default. If Developer fails to cure the default within [insert number] days, the City may take any or all of the following actions:

- Stop-work order on construction.
- Withhold issuance of building permits.
- Withhold payments for public improvements.
- Take legal action to enforce the terms of this Agreement.
- Complete the improvements at Developer's expense.
- Enforcement of the maintenance bond or other security.

SECTION 7: MISCELLANEOUS PROVISIONS

7.1 Assignment: This Agreement may not be assigned by either Party without the prior written consent of the other Party.

7.2 Amendments: This Agreement may be amended or modified only by a written agreement signed by both Parties.

7.3 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

7.4 Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings or agreements.

7.5 Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 8: SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

City of Burlington, Kansas

By: _____

Name: [City Official Name]

Title: [City Official Title]

[Developer's Name]

By: _____

Name: [Developer's Representative Name]

Title: [Developer's Representative Title]

EXHIBITS:

- Exhibit A: Legal Description of Property
- Exhibit B: List of Required Improvements