

CHAPTER 12 - PUBLIC IMPROVEMENTS COST ESTIMATE

INDEX

Section	Topic	Page
12.1	General	12.1
12.2	Public Improvements	12.1
12.3	Utilities	12.2
12.4	Traffic Signs and Signals	12.2
12.5	Collateral	12.3
12.6	Public Improvements for Other Land Use Actions	12.5

CHAPTER 12 PUBLIC IMPROVEMENT COST ESTIMATE

12.1 GENERAL

Any applicant seeking Final Plat and/or Development Plan approval (subdivider) shall provide the Department of Public Works and Development (PWD) with an itemized cost estimate of public improvements (herein after called "Exhibit A") associated with the subdivision. The Exhibit A is to establish the amount of collateral that shall be secured by PWD guaranteeing that the public improvements are completed and accepted by Arapahoe County in conformance with the Improvement Agreement that shall be executed prior to completion of the subdivision process. Arapahoe County reserves the right to require the inclusion of maintenance costs in the Exhibit A.

The Department of Public Works and Development will determine whether or not the proposed scope of work, timing, methods of guarantee and estimated costs of improvements are acceptable. Once approval has been granted, the Department of Public Works and Development and the County Attorney's Office shall complete a draft copy of the appropriate agreement(s), incorporating the Exhibit A. Once the agreement is completed by the Department of Public Works and Development and the County Attorney's Office, it shall be forwarded to the applicant for signature. The County shall contact the applicant, once the agreement(s) is prepared, to determine if the applicant wishes to pick up the documents or have them mailed. Upon the applicants review and acceptance, the agreement shall be returned to the Department of Public Works and Development for further processing and signature by either the Board of County Commissioners or an authorized representative as named by Board Resolution. Once the agreement has been executed, by the Board of County Commissioners or authorized representative, it shall be forwarded to the Arapahoe County Clerk and Recorders Office for recording.

Should the applicant object to the terms of the agreement(s), it becomes the applicant's responsibility to identify, in writing, all objections and reasons thereto and provide the information to the Department of Public Works and Development. This information shall then be processed for a resolution. Should resolution to the objection(s) not be reached, the impasse shall be presented to the Board of County Commissioners for final decision.

The applicant shall understand that the standard agreement(s), as developed, were prepared to protect the Board of County Commissioners and their interests; therefore modification of the standard agreement is generally not allowed.

Should any information, as previously described, not be provided by the applicant, the Department of Public Works and Development shall reserve the right of recommending the postponement of any scheduled public hearing or provide an unfavorable recommendation during any public hearing due to lack of information.

Additional information pertaining to all of the agreement types supported by Arapahoe County are in the document "Understanding Improvement Agreements" which is available through the Department of Public Works and Development.

12.2 PUBLIC IMPROVEMENTS

The scope of public improvements normally provided in subdivision development is discussed in this section.

12.2.1 Roadways

All curb, gutter and sidewalk for public right-of-way within or adjacent to a proposed subdivision shall be designed and constructed by the subdivider to County Standards. All new public and private, local and collector roadways within and adjacent to the subdivision shall be design and constructed to County Standards. Participation in design and construction of new arterials and improvements to existing arterials in the

subdivision vicinity shall be determined by relative impacts identified in the Traffic Impact Study submitted with the land use actions pertaining to the subdivision.

12.2.1.1 Private Roadways

All pavement, curb, gutter and sidewalk within a private tract adjacent to the subdivision shall be designed and constructed to County Standards, including the requirements for pavement design. All private roadways shall be considered public improvements and shall be included in the Exhibit A and shall be guaranteed as part of the Improvement Agreement.

12.2.2 Drainage Improvements

The drainage improvements required in the Improvement Agreement are defined in the Arapahoe County Drainage Criteria Manual. To summarize, the Improvement Agreement includes the following: the minor storm system for the on-site platted improvements shall be designed and constructed by the subdivider; the connection of the local on-site drainage system to the major drainageway shall be designed and constructed by the subdivider; the connection improvements may be on or off-site; the subdivider shall be required to participate in the design and construction of the major drainageway within or serving the development as defined by the adopted Master Plan and/or as required by Arapahoe County in the absence of a Master Plan.

12.2.2.1 Detention/Retention Ponds

Detention and/or retention ponds for controlling the release of stormwater from a development, whether publicly or privately maintained, shall be considered public improvements due to the potential impacts to downstream property owners. As such the cost of constructing these types of facilities as well as the outlet structure and all applicable connections to the major drainage system shall be inclusive in the Exhibit A and guaranteed through execution of the Improvement Agreement.

Note: Arapahoe County has the responsibility to ensure that land development provides acceptable methods for controlling stormwater release at acceptable rates, whether the County will or will not eventually maintain the facilities.

12.3 UTILITIES

Arapahoe County Engineering Division does not consider water and sanitation improvements or any other dry utilities as public improvements unless there is sufficient reason for the County to be concerned with the installation. Water and sanitation improvements are the jurisdictional authority of special purpose districts, which may require collateral guaranteeing the improvements.

12.4 TRAFFIC SIGNS AND SIGNALS

12.4.1 Traffic Signals

If the subdivision Traffic Impact Study identifies the need for traffic signals as a result of subdivision approval, whether the need is immediate or in the future, the subdivider shall be required to participate in the design and installation of the traffic signals. The extent of participation shall be determined by the Department of Public Works and Development. The estimated cost of participation shall be included in the public improvement cost estimate and shall become part of the Exhibit A. The traffic signal contribution shall also trigger the requirement of a Traffic Signal Escrow Agreement (TSEA).

12.4.2 Traffic Signage and Striping

The cost of traffic signage and striping for the subdivision shall be included in the Exhibit A, based on the requirements set forth by the Signage and Striping Plans. Traffic signage costs may be determined as a lump sum cost in the Exhibit A at the discretion of the

Department of Public Works and Development. The subdivision streets shall not be opened for public use until all signage and striping has been installed and accepted.

The subdivider may request that the roadway signage be installed by Arapahoe County. If the developer desires for Arapahoe County to install the roadway signage contact should be made with the Engineering Division to request a price quote for the installation of applicable signage. In the event the developer contracts with Arapahoe County to create and install the roadway signage there shall be no need to include the cost in the Exhibit A due to the applicant providing immediate payment to the County for work to be completed.

12.5 COLLATERAL

Collateral for public improvements securing the Improvement Agreement shall be in the form of an irrevocable Letter of Credit (LOC) or cash escrow for the total amount detailed in the Exhibit A. If the subdivider prefers not to provide collateral, a building permit, restriction-type Improvement Agreement shall be utilized. In some instances, a cash escrow payment may be required for certain public improvements.

12.5.1 Collateral Letter of Intent

The collateral letter of intent is a letter prepared by the applicant with the initial application submittal that indicates the method by which the applicant will guarantee public improvements that are necessitated by the project.

The collateral letter of intent shall specify, but not be limited to, the following:

- a. A description of the intended method for guaranteeing the construction of public improvements, i.e. letter of credit, restriction, cash escrow, etc.
- b. The applicant's intent to guarantee public improvements.
- c. The cost of each major category according to the Engineer's Cost Estimate if the information is available at the time. The Engineer's Cost Estimate is described in Section 12.5.3.
- d. A statement as to whether the public improvements will be constructed in phases and whether the applicant expects to request the Department of Public Works and Development to accept facilities as they are completed in each phase of work. If such information is not specified, the Department of Public Works and Development will assume that all public improvements will be constructed during the first phase.
- e. The name, title, and address of any applicant party to the agreement, i.e. owners, developers, etc.
- f. An example Collateral Letter of Intent is provided in the Appendix F.

12.5.2 Monetary Collateral

If the applicant has chosen an agreement that requires monetary collateral, there are two (2) forms of financial collateral acceptable to the Board of County Commissioners. The acceptable forms are:

a. Irrevocable Letter of Credit

An irrevocable letter of credit from a Colorado financial institution or other arrangement, subject to Public Works and Development staff approval, shall be provided in a form acceptable to the Board of County Commissioners. The letter of credit shall be valid for one full calendar year. After one year the letter of credit shall be extended a minimum of six months. Failure to extend the Letter of Credit at least

15 days prior to expiration will trigger the County to begin collection procedures including notification to the applicant of such occurrence.

An example of an Irrevocable Letter of Credit is provided in the Appendix F.

b. Cash Escrow

This method of collateralization may be used separately or in combination with the Improvement Agreements available to guarantee public improvements. If a combined method is used to guarantee public improvements, the collateral letter of intent must explicitly outline and detail the improvements that will be guaranteed through the provision of monetary collateral and/or property restrictions. It is important that the applicant understand that if multiple guarantee mechanisms are utilized, the use of multiple agreements may be required.

12.5.3 Engineer's Cost Estimate

The Engineer's Cost Estimate shall be provided by the applicant's engineering representative and will later become the Exhibit A that is required with all Improvement Agreements, with the exception of the TSEA. The Engineer's Cost Estimate shall specify, but not be limited to, the cost and quantity of items described below:

- a.** Roadway improvements and appurtenances for public and private roadways.
- b.** Drainage improvements and appurtenances within Arapahoe County right-of-way or easements. These improvements include, but are not limited to, detention and/or retention ponds, storm sewer, conveyance channels, etc. both on and off-site.
- c.** Special impact fees, which include, but are not limited, to identified regional roadway and storm drainage facilities.
- d.** Federal Emergency Management Agency (FEMA) Letter of Map Revision (LOMR) processing fees, if applicable.
- e.** Percentage of total cost for public improvements, 15% for contingencies and non-itemized improvements.
- f.** Drainage Basin Fees, if applicable.
- g.** Other improvements deemed necessary by the Department of Public Works and Development.

Since the initial preparation of the Engineer's Cost Estimate is very important, an example of the desired format for an Engineer's Cost Estimate is available in the Arapahoe County Publication "Understanding Improvement Agreements".

The Arapahoe County Engineering Division shall review the Engineer's Cost Estimate and verify that the quantities are correct and the unit costs meet the County minimum unit costs for construction materials and activities. The Arapahoe County Engineering Division determines the minimum unit costs allowable by determining the average unit costs from the annual bid tabs for capital projects. The Engineering Division shall update the minimum unit costs on a biennial basis. These Engineering Division unit costs shall be for minimums only; the applicant's engineer shall be responsible for estimating the development's unit costs. It should be noted that the estimation of the unit costs from the bid tabulations would incorporate additional costs for traffic control, mobilization, project management as well as any other applicable items.

Should a special improvement district be responsible for providing all or a portion of the required public improvements necessitated by the proposed land use, the type of improvements and associated costs shall be included and clearly labeled as such in the Engineer's Cost Estimate.

The Engineer's Cost Estimate shall include categories such as those shown in the example provided in the Appendix F. Quantities shall be consistent with those shown on the Construction Plans or other appropriate documents submitted during the land use process.

12.5.4 Contingency and Non-Itemized Improvements

The contingency and non-itemized improvement section of the Engineer's Cost Estimate has been established to account for unanticipated changes and uncertainties relative to the public improvements. The Department of Public Works and Development uses a percentage of the total cost of public improvements, normally 15%. However when uncertainties exist in the proposed design or conceptual proposals are unresolved, the Department of Public Works and Development reserves the right to require greater than 15% contingency.

Once all required information and documentation described has been prepared by the applicant, submitted to the Department of Public Works and Development and approved by the Board of County Commissioners in the form of an Improvement Agreement, the applicant is responsible for keeping the Improvement Agreement valid and enforced. Should it be determined that the agreed public improvements will not be constructed within the term of the Improvement Agreement, the applicant should pursue a formal extension to the Improvement Agreement. The Department of Public Works and Development is available for further direction regarding the formal Improvement Agreement extension.

12.6 PUBLIC IMPROVEMENTS FOR OTHER LAND USE ACTIONS

Improvement Agreements, public improvements and collateral for public improvements are essential parts of the Final Plat approval process. Because policies regarding responsibility for public improvements have changed over time, there are County land use change processes other than the Final Platting Process that may require public improvements as a condition of BOCC or Planning Commission approval. These are the Final Development Plan process, the Location and Extent process, the Engineering Case process, the Master Development Plan process, the Administrative Site Plan process, the Subdivision Exemption process and the Right-of-Way Vacation process. If the County requires public improvements to be completed as a condition of BOCC or Planning Commission approval for any of the above referenced projects, collateral shall be provided as described in Section 12.5 and the REGULATIONS.