



SUBDIVISION COMPLETION AGREEMENT
(SUBDIVISION SECURITY AND IMPROVEMENT DEFERRAL ACKNOWLEDGEMENT)

THIS FORM ESTABLISHES THE AMOUNT OF FINANCIAL SECURITY FOR IMPROVEMENTS ASSOCIATED WITH FINAL PLATTING OF A SPECIFIC SUBDIVISION. ADDITIONALLY, THIS FORM DEFINES THE NECESSARY IMPROVEMENTS AND ACKNOWLEDGES THE DEVELOPER'S RESPONSIBILITIES. UPON ACCEPTANCE AND APPROVAL OF THE SUBDIVISION, THIS FORM MUST BE RECORDED WITH THE ALBANY COUNTY CLERK'S OFFICE.

Date Submitted: <input type="text"/> (Assigned by Staff)		File Number: <input type="text"/> (Assigned by Staff)	
DEVELOPER:			
PRIMARY CONTACT:			
ADDRESS:		E-MAIL:	
CITY:	STATE:	ZIP CODE:	
PHONE :	MOBILE:	FAX:	
SUBDIVISION NAME (Full name, as listed on plat):			
SUBDIVISION LOCATION (Section-Township-Range):			
<p>Improvements associated with the above listed subdivision, generally include the following utilities and appurtenances for: water, sanitary sewer, underground power, telephone, communications, television, natural gas. Surface improvements generally include: streets, alleys, curb & gutter, sidewalk, street signs, traffic control devices, street lights, and storm drainage. Additionally, improvements include installation of permanent survey monumentation at all outside boundary corners, deflections, and interior lot corners.</p>			
Improvements are detailed in the approved plans and details as listed below:			
TITLE OF PLAN SET (Full name, as listed on cover sheet):			
DATE OF PLAN SET:			
NAME OF DESIGN FIRM(S):			

DEVELOPER AGREES THAT ALL PUBLIC IMPROVEMENTS WILL BE COMPLETED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND STANDARDS APPROVED BY THE CITY.	YES: _____ NO: _____ INITIALS: _____
DEVELOPER AGREES THAT ALL REQUIRED IMPROVEMENTS WILL BE COMPLETED AND READY FOR CONSTRUCTION ACCEPTANCE BY THE CITY WITHIN TWO YEARS OF THE APPROVAL DATE OF THE FINAL PLAT, OR PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE FIRST BUILDING, WHICHEVER OCCURS FIRST.	YES: _____ NO: _____ INITIALS: _____
The Community Development Department shall issue a Notice of Completion, indicating that all improvements comply with the applicable review requirements, conditions of improvements, and the City's Unified Development Code, prior to reduction of the financial security.	
DEVELOPER AGREES TO MAINTAIN THE REQUIRED PUBLIC IMPROVEMENTS THROUGHOUT THE TWO YEAR GUARANTEE PERIOD FOLLOWING CONSTRUCTION APPROVAL.	YES: _____ NO: _____ INITIALS: _____
DEVELOPER AGREES TO REPAIR, AT HIS/HER EXPENSE, ANY HIDDEN DEFECTS IN DESIGN, WORKMANSHIP AND MATERIALS THAT APPEAR IN THE WORK WITHIN THE TWO YEAR GUARANTEE PERIOD FOLLOWING CONSTRUCTION APPROVAL.	YES: _____ NO: _____ INITIALS: _____
DEVELOPER AGREES TO CONSTRUCT AND MAINTAIN ALL TEMPORARY IMPROVEMENTS, UNTIL NO LONGER REQUIRED BY THE CITY'S CODES, POLICIES, OR CONDITIONS OF APPROVAL FOR THE PLAT OR DEVELOPMENT PROJECT.	YES: _____ NO: _____ INITIALS: _____
DEVELOPER AGREES TO PAY THE COSTS AND EXPENSES FOR THE CONSTRUCTION OF ALL PUBLIC IMPROVEMENTS TO THE PROPERTY, SHOWN ON THE APPROVED SET OF PLANS, AND OUTLINED IN EXHIBIT A, WHICH IS HEREBY ATTACHED.	YES: _____ NO: _____ INITIALS: _____
AS SHOWN ON EXHIBIT A, THE CITY ENGINEER ESTIMATES THE TOTAL COST FOR SUBDIVISION IMPROVEMENTS TO BE _____, THE DEVELOPER IS REQUIRED TO PROVIDE SECURITY IN THE AMOUNT OF 125% OF THIS TOTAL COST, WHICH HAS BEEN CALCULATED TO BE _____.	
DEVELOPER AGREES TO PAY THE COSTS AND EXPENSES FOR THE CONSTRUCTION OF ALL DELAYED IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION, SHOWN ON THE APPROVED SET OF PLANS, AND OUTLINED IN EXHIBIT B, WHICH IS HEREBY ATTACHED.	YES: _____ NO: _____ N/A: _____ INITIALS: _____
AS SHOWN ON EXHIBIT B, THE CITY ENGINEER ESTIMATES THE TOTAL COST FOR DELAYED IMPROVEMENTS TO BE _____, THE DEVELOPER IS REQUIRED TO PROVIDE SECURITY IN THE AMOUNT OF 150% OF THIS TOTAL COST, WHICH HAS BEEN CALCULATED TO BE _____.	
DEVELOPER HEREBY ACKNOWLEDGES PROVISION OF SECURITY IN THE FORM OF A LETTER OF CREDIT, BOND, CASH ESCROW, CERTIFICATE OF DEPOSIT, OR CERTIFIED OR CASHIER'S CHECK. FOR THE CONSTRUCTION OF THE IMPROVEMENTS, DELAYED IMPROVEMENTS, WARRANTY AND MAINTENANCE PROMISES.	YES: _____ NO: _____ INITIALS: _____
<p>Upon completion of the required Public Improvements identified in Exhibit A, The amount of the security for the warranty period shall be twenty five percent (25%) of the approved City Engineer's estimate for the improvements. The posted twenty-five percent (25%) security may be reduced to twelve and one-half percent (12.5%) on or after the one-year anniversary date of the original posting of the security, upon written request of the developer and inspection and approval of the secured improvements by this department, with the difference to be refunded to the developer following approved inspection of the Improvements. (LMC 15.18.060).</p> <p>Delayed Public Improvements shall require approval by the City Council prior to completion of this form. Delayed improvements shall be completed by the developer no later than 15 years after the signature of the agreement by the Mayor. (LMC 15.18.110.B)</p>	

The security and improvement deferral agreement shall run with the land and bind all successors, heirs and assigns of the Developer. The agreement will be approved by the Community Development Department and shall be filed with the city clerk.

DEVELOPER HEREBY ACKNOWLEDGES RESPONSIBILITY TO CALL FOR PERIODIC INSPECTIONS OF THE PROJECT PRIOR TO COMPLETING WORK. PERIODIC INSPECTIONS SHALL BE REQUESTED DURING NORMAL BUSINESS HOURS AND 24-HOURS IN ADVANCE. FAILURE TO CALL FOR INSPECTIONS PRIOR TO COMPLETING WORK SHALL SUBJECT THE PROPERTY OWNER TO THE ENFORCEMENT PROVISIONS OF LMC CHAPTER 15.26 AND DAILY FINES NOT TO EXCEED \$750 / VIOLATION.

YES: _____ NO: _____ INITIALS: _____

IN THE EVENT THAT A DEVELOPER IS REQUIRED TO CONSTRUCT IMPROVEMENTS THAT BENEFIT SUBSEQUENT DEVELOPERS, THE ORIGINAL DEVELOPER IS ENTITLED TO BE PROPORTIONALLY REIMBURSED FOR THE COST OF THOSE IMPROVEMENTS. INFORMATION AVAILABLE AT THE TIME OF THIS SUBDIVISION MAY INDICATE THAT A PREVIOUS REIMBURSEMENT AGREEMENT EXISTS, OR THAT A NEW REIMBURSEMENT AGREEMENT SHOULD BE ESTIMATED. ANY RELEVANT INFORMATION PERTAINING TO REIMBURSEMENT IS SHOWN ON EXHIBIT C

CITY RECORDS INDICATE A PREVIOUS REIMBURSEMENT AGREEMENT APPLIES TO THIS PROJECT.

YES: _____ NO: _____ INITIALS: _____

A NEW REIMBURSEMENT AGREEMENT IS APPLICABLE TO THIS PROJECT.

YES: _____ NO: _____ INITIALS: _____

Reimbursement agreements expire 15 years after the subdivision approval date by the City. After expiration, the benefiting property owners are no longer bound by the reimbursement to the developer or successors.

ACKNOWLEDGEMENT:

(DEVELOPER NAME)

(REPRESENTATIVE NAME / TITLE)

(SIGNATURE)

(DATE)

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ this
____ day of _____, 20__.

Witness my hand and official seal.

Notary Public

My commission expires:

AGREEMENT INFORMATION

1. The applicant, or representative, shall file this agreement with the Community Development Department, 405 East Grand Avenue, Laramie, WY 82070.
2. The following documents are to be submitted at the time of filing:
 - a. **Application Form.** Filled out in its entirety, with appropriate information deemed necessary by the Applicant.
 - b. **Application Fee.** The applicant must pay the applicable fee at the time of application. (Fee as of April 9, 2015 - \$0)
 - c. **Pertinent Exhibits.** Each application is often unique, so there is not a specific list of information required. The Subdivision Completion Agreement consists of 3 exhibits and an acceptable financial security (see subsection d. below). In most case, not all exhibits will be required. Below is a summary of exhibits. If you have any question as to whether or not a specific Exhibit is required for your development, please contact your case planner.
 - i. **Exhibit A.** This indicates out what public improvements are being delayed. This could include items such as street paving, curb/gutter/sidewalk, utility diamonds within the roadway, removal of service lines, installation of street lights, stop lights, etc. The Exhibit shows the unit cost of all Public Improvements that are not complete. Quantities are prepared by the Developer and reviewed and approved by the City Engineer. The City Engineer will assign unit and labor costs for each item.
 - ii. **Exhibit B.** This indicates out what Public Improvements are being delayed for a time period of up to 15-years. All Delayed Public Improvements require approval by the City Council prior to submittal of this form. Delays could include items such as street paving, curb/gutter/sidewalk, installation of street lights, stop lights, etc. The Exhibit shows the unit cost of all Public Improvements that are not complete. Quantities are prepared by the Developer and reviewed and approved by the City Engineer. The City Engineer will assign unit and labor costs for each item.
 - iii. **Exhibit C.** In the event the developer constructs Public Improvements that benefit another property owner or they are entitled to reimbursement by the City for oversizing they will attach this exhibit which will identify each parties proportionate cost. For example, if a developer builds a Collector Street adjacent to their development, they may be eligible for reimbursement for a portion of the street from the benefitting land owner across the street in the future or reimbursement from the City for oversizing.
 - d. **Financial Security.** Pursuant to LMC 15.18.080.b.4 acceptable security is required to be in the form of: a **Letter of Credit, Bond, Cash Escrow, Certificate of Deposit, or Certified or Cashier's Check.** Pursuant to LMC 15.18.030.B a financial security shall be 125% of the City Engineer's estimate for the required improvements being secured.
3. City Staff reviews the agreement and submitted materials, and if complete, issues a Notice to Proceed.
4. All improvements shall be completed within the staff approved time frame. It is the Developer's responsibility to ensure that periodic inspections are made prior to installation of improvements. Failure to call for inspections prior to completing work shall subject the property owner to the enforcement provisions of LMC Chapter 15.26 and daily fines not to exceed \$750 / day.
5. Applications can be submitted anytime during normal office hours.
6. The review of the agreement and authorization to begin is typically complete within one week of receipt of this agreement.

SUBDIVISION SECURITY AND IMPROVEMENT DEFERRED ACKNOWLEDGEMENT SUBMITTAL CHECKLIST: <i>Larger copies of the application materials should be folded to approx. 8.5"x14", with the project name clearly visible when folded. Any plans/drawings larger than 8.5"x14" must be folded accordion style in quarter folds.</i>		Staff Use Only	
		Provided and acceptable	Does Not Apply
Submittal Requirements Cost	Quantity /		
1) Complete Acknowledgement	1 copy		
2) Exhibit A (Subdivision Improvement Quantities)	1 copy		
3) Subdivision Improvement Security	1 copy		
4) Exhibit B (Delayed Improvement Quantities)	1 copy		
5) Delayed Improvement Security	1 copy		
6) Exhibit C (Reimbursement Agreement Information)	1 copy		
7) Miscellaneous	TBD		