COMMUNITY DEVELOPMENT DEPARTMENT

DEVELOPMENT COMPLETION AGREEMENT (DCA)

(DEVELOPMENT SECURITY AND IMPROVEMENT DEFERRAL ACKNOWLEDGEMENT)

THIS FORM ESTABLISHES THE AMOUNT OF FINANCIAL SECURITY FOR IMPROVEMENTS ASSOCIATED WITH DEVELOPMENT REVIEWS (OTHER THAN SUBDIVISION PLATTING). ADDITIONALLY, THIS FORM DEFINES THE NECESSARY IMPROVEMENTS AND ACKNOWLEDGES THE DEVELOPER'S RESPONSIBILITIES. UPON ACCEPTANCE AND APPROVAL OF THE DEVELOPMENT, THIS FORM MUST BE RECORDED WITH THE ALBANY COUNTY CLERK'S OFFICE.

Date Submitted: _____ (Assigned by Staff)	**File Number:** _____(Assigned by Staff)	
DEVELOPER:		
PRIMARY CONTACT:		
ADDRESS:		**E-MAIL:**
CITY:	**STATE:**	**ZIP CODE:**
PHONE :	**MOBILE:**	**FAX:**

DEVELOPMENT NAME (Full name, as listed on application)**:**

DEVELOPMENT LOCATION (Section-Township-Range)**:**

A Temporary Certificate of Occupancy (TCO) may be issued for a development prior to completion of non-fire and life/safety public or private improvements such as landscaping, reclamation, on or off-site public improvements, traffic control devices, street lights, curb/gutter/sidewalk, and storm drainage, provided that: (a) satisfactory city inspections have been completed for the applicable improvements; (b) appropriate full security has been provided to the city in accordance with this Chapter; and (c) the applicable Security and Deferred Improvement Agreement has been executed and filed with the City.

Public and Private Improvements are detailed in the approved plans and details as listed below:

TITLE OF APPROVED SITE PLAN SET (Full name, as listed on cover sheet)**:**

ESTIMATED DATE OF COMPLETION FOR: Private Improvements _____ Public Improvements _____ Delayed Public Improvements _____

DATE OF PLAN SET:

NAME OF DESIGN FIRM(S):

DEVELOPER AGREES THAT ALL PUBLIC AND PRIVATE IMPROVEMENTS WILL BE COMPLETED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND STANDARDS APPROVED BY THE CITY.	**YES: _____ NO: _____ N/A: _____** **INITIALS: _____**
DEVELOPER AGREES THAT ALL REQUIRED PUBLIC AND PRIVATE IMPROVEMENTS WILL BE COMPLETED AND READY FOR CONSTRUCTION ACCEPTANCE BY THE CITY PRIOR TO THE ISSUANCE OF A CERTFICATE OF OCCUPANCY.	**YES: _____ NO: _____ N/A: _____** **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 issuance of a Certification of Occupancy.	
DEVELOPER AGREES TO MAINTAIN THE REQUIRED PUBLIC IMPROVEMENTS THROUGHOUT THE TWO YEAR GUARANTEE PERIOD FOLLOWING CONSTRUCTION APPROVAL.	**YES: _____ NO: _____ N/A: _____** **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: _____ N/A: _____** **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 DEVELOPMENT PROJECT.	**YES: _____ NO: _____ N/A: _____** **INITIALS: _____**
DEVELOPER AGREES TO PAY THE COSTS AND EXPENSES FOR THE CONSTRUCTION OF ALL PRIVATE IMPROVEMENTS TO THE PROPERTY, SHOWN ON THE APPROVED SET OF PLANS, AND OUTLINED IN EXHIBIT A, WHICH IS HEREBY ATTACHED.	**YES: _____ NO: _____ N/A: _____** **INITIALS: _____**
AS SHOWN ON EXHIBIT A, THE CITY ESTIMATES THE TOTAL COST FOR PRIVATE 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 _____. **(LMC 15.18.080.B.3)**	
DEVELOPER AGREES TO PAY THE COSTS AND EXPENSES FOR THE CONSTRUCTION OF ALL PUBLIC IMPROVEMENTS ASSOCIATED WITH THE DEVELOPMENT, 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 PUBLIC 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 _____. (LMC 15.18.080.B.3)	
AS SHOWN ON EXHIBIT C, THE CITY ENGINEER ESTIMATES THE TOTAL COST FOR DELAYED PUBLIC 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: <u>CASH</u>; <u>CASHIER'S OR CERTIFIED CHECK</u>; OR <u>BOND</u> FOR THE CONSTRUCTION OF THE IMPROVEMENTS, DELAYED IMPROVEMENTS, WARRANTY AND MAINTENANCE PROMISES IDENTIFIED IN EXHIBITS A, B AND C. (LMC 15.18.080.B.4)	**YES: _____ NO: _____ N/A: _____** **INITIALS: _____**

DEVELOPER AGREES TO COMPLETE DELAYED IMPROVEMENTS IMPROVEMENTS IDENTIFIED IN EXHIBTS A, B, AND C, WITHIN THIS TIME PERIOD: **EXHIBIT A** _____ **EXHIBIT B** _____ **EXHIBIT C** _____ **FAILURE TO COMPLETE IMPROVMENTS WITHIN THE ABOVE-SPECIFIED TIME PERIOD SHALL RESULT IN EXPIRATION OF THE TEMPORARY CERTIFICATE OF OCCUPANCY AND SHALL REQUIRE THE AFFECTED PROPERTY BE VACATED. FAILURE TO VACATE SUBJECT PROPERTY SHALL SUBJECT THE DEVELOPER TO THE ENFORCEMENT PROVISIONS OF LMC 15.26, INCLUDING FINES UP TO $750.00 / DAY. AT THE DISCRETION OF THE CITY AND AT THE REQUEST OF THE DEVELOPER, A TEMPORARY CERTIFICATE OF OCCUPANCY MAY BE EXTENED OR RENEWED; PROVIDED, HOWEVER, THAT NO TEMPORARY CERTIFICATE OF OCCUPANCY, WHETHER ORIGINAL, NEW, EXTENDED OR RENEWED, SHALL NOT EXCEED ONE (1) CALENDAR YEAR FROM THE DATE THE INITIAL TEMPORARY CERTIFICATE OF OCCUPANCY IS ISSUED BY THE CITY.**	**YES:** _____ **NO:** _____ **N/A:** _____ **INITIALS:** _____

- Upon completion of the required Private Improvements identified in Exhibit A, the Developer may apply for the release of security in proportion to the relationship between the completed and approved work and the total of required improvements.
- Upon completion of the required Public Improvements identified in Exhibit B, 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).
- 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)

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.

IN THE EVENT THAT A DEVELOPER IS REQUIRED TO CONSTRUCT PUBLIC 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 DEVELOPMENT 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 D	**CITY RECORDS INDICATE A PREVIOUS REIMBURSEMENT AGREEMENT APPLIES TO THIS PROJECT.** **YES:** _____ **NO:** _____ **N/A:** _____ **INITIALS:** _____ **A NEW REIMBURSEMENT AGREEMENT IS APPLICABLE TO THIS PROJECT.** **YES:** _____ **NO:** _____ **N/A:** _____ **INITIALS:** _____

Reimbursement agreements expire 15 years after the development approval date by the City. After expiration, the benefiting property owners are no longer bound by the reimbursement to the developer of 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 Development Completion Agreement consists of 4 exhibits and an acceptable financial security. In most case, not all exhibits will be required. Below is a summary of exhibits (see subsection d. below). 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 private on-site improvements are being delayed. This could include items such as landscaping (grass, trees, groundcover), fencing, gazebos, internal sidewalks, etc. The Exhibit is required to show a unit cost of all items delayed and an estimated cost for installation. This is typically prepared by a professional.
        ii. **Exhibit B.** 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.
        iii. **Exhibit C.** 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.
        iv. **Exhibit D.** 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: **Cash**, **Cashier's** or **Certified Check**, or **Bond**. Pursuant to LMC 15.18.080.B.3 a financial security shall be 150% of the estimated costs of materials and labor costs.
3. City Staff reviews the agreement and submitted materials, and if complete, issues the Temporary Certificate of Occupancy for a specific time period not to exceed a year.
4. All improvements shall be completed within the staff approved time frame. At the request of the Developer, the City at its discretion, may extend or renew the expiration date for any Temporary Certificate of Occupancy; provided, however, that no Temporary Certificate of Occupancy, whether original, new, extended or renewed, shall not exceed one (1) calendar year from the date the initial Temporary Certificate of Occupancy is issued by the City. Failure to obtain a Certificate of Occupancy within the City approval period shall require vacation of the building. If occupied without a valid Temporary Certificate of Occupancy or Certificate of Occupancy, the property owner shall be subject 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 issuance of a Temporary Certificate of Occupancy is typically complete within one week of receipt of this agreement.

DEVELOPMENT SECURITY AND IMPROVEMENT DEFFERAL ACKNOWLEDGEMENT SUBMITTAL CHECKLIST:

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.

Submittal Requirements	**Quantity / Cost**	*Staff Use Only* Provided and acceptable	Does Not Apply
1) Complete Acknowledgement	1 copy		
2) Exhibit A (Private Improvement Quantities (Materials and Labor))	1 copy		
3) Exhibit B (Public Improvement Quantities)	1 copy		
4) Development Improvement Security	1 copy		
5) Exhibit C (Delayed Public Improvement Quantities)	1 copy		
6) Delayed Improvement Security	1 copy		
7) Exhibit D (Reimbursement Agreement Information)	1 copy		
8) Miscellaneous	TBD		