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## CHAPTER 15.18: IMPROVEMENTS

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### 15.18.000 GENERAL PROVISIONS

#### 15.18.000.A Purpose

This section is intended to provide for orderly development and to:

1. Provide for the proper arrangement and construction of streets and public utilities and public infrastructure devices;
2. Ensure proper relationship of public improvements to existing or proposed public improvements;
3. Ensure the completion and maintenance of permanent or temporary private improvements required as part conditions of development approval or other applicable standards are completed in a timely fashion;
4. Ensure compliance with the Laramie Comprehensive Plan;
5. Reference specifications for the installation and design of streets, public utilities and public infrastructure devices;
6. Establish a mechanism for securing public improvements for new subdivisions and development permits; and
7. Generally promote the health, safety and welfare of the people of Laramie, both present and future.

#### 15.18.000.B Applicability

The requirements of this chapter shall apply in all instances where improvements are required to be constructed in conjunction with subdivision of land or in conjunction with other development permits.

### 15.18.010 PUBLIC IMPROVEMENTS AND DESIGN REQUIREMENTS

#### 15.18.010.A Streets

All streets shall conform to the requirements of the City of Laramie's engineering and public works design standards and section 15.14.060 Transportation, Mobility and Connectivity, and in addition shall comply with the following standards. Exceptions to the design standards of this section are allowed pursuant to subsection 15.16.040.D Subdivisions.

##### 1. Topographic Relationship

Streets shall bear a logical relationship to topography and to the location of existing or platted streets in adjacent property. (Prior code § 35-3(a)).

**2. Minimum Right-of-Way Widths and Roadway Widths**

a. Minimum right-of-way street widths shall be as follows:

<b>Classification</b>	<b>Right-of-Way Width (feet)</b>	<b>Recommended Roadway Width (feet)</b>
Arterial	100	68
Collector	80	52
Local, Non-Residential	60	46
Local, Non-Residential (I2, I1, LM & IP Zoning Districts Only – No on-street parking)	60	38
Local, Residential	60	46 or 40 [1]
Local, PUD, parking one street side	50	32
Local, PUD, no on-street parking	40	24
[1] Developments constructing new streets which extend existing streets shall have a recommended minimum roadway width of 46 feet, unless otherwise approved by the final decision making body. Development constructing new streets which do not extend existing streets shall have a recommended minimum roadway width of 40 feet.		

(Ord. 1085 § 1, 1992: prior code § 35-3(c)).

b. All recommended roadway widths may be modified based on approved City of Laramie Engineering Design Standards.

**3. Roads Adjoining Development Boundary**

Planned or existing roads adjoining a property on which a minor land division or major subdivision, or a development which requires site plan review, that are not improved to the city’s engineering and public works design standards, and at a minimum shall include the following:

- a. Full pavement width;
- b. Curb, gutter and sidewalk on the side of the road adjoining the minor land division, major subdivision, or development;
- c. Curb and gutter on the opposite side of the road from the minor land division, major subdivision or development;
- d. Stormwater conveyance infrastructure necessary for proper drainage;
- e. Hydrants, if required by city standards;
- f. Street signs, if required by city standards; and
- g. Street lights, if required by city standards.

(Ord. 1744 § 30, 2018)

**4. Access Roads not Adjoining Development Boundary**

Roads providing access to a minor land division, major subdivision or development shall be paved. The pavement shall be a minimum of 28 feet in width. The final decision maker may grant an exemption from this requirement if it is determined by the final decision maker that paving of a road cannot meet engineering

standards enforced by the city or that paving of the road will result in detrimental impacts to adjacent properties or city infrastructure (Ord. 1744 § 31, 2018).

**5. Improvement of Internal Roads**

All roads proposed within a minor land division or major subdivision shall be constructed to the City's engineering and public works design standard (Ord. 1744 § 32, 2018).

**6. Marginal Access Road**

Where a development adjoins or contains an existing or proposed major arterial highway or street on which traffic volumes and vehicular speeds warrant special safety features, marginal access streets at least 30 feet in width may be required. (Prior code § 35-3 (d)).

**7. Dead Ends**

The use of dead-end streets is discouraged pursuant to subsection 15.14.060.E.2.d Transportation, mobility, and Connectivity. Where dead-end streets are permitted, they shall be designed according to the standards established in said subsection 15.14.060.E.2.d (Ord. 1625 § 22, 2012).

**8. Intersections**

Streets shall intersect at right angles. Deviations may be permitted by the city if found that they do not negatively affect pedestrian and vehicular circulation and safety. (Prior code § 35-3(f)).

**9. Full width platting**

Streets shall be platted at their full width. Exceptions may be granted by the city council in the event that necessary right-of-way is not within the control of developer or changing of a right-of-way would adversely affect an existing or proposed right-of-way.

**10. Street Grades**

Street grades shall be more than five tenths percent but less than ten percent for local and collector streets and alleys and less than six percent for principal or minor arterial streets. (Prior code § 35-3(h)).

**11. Street Intersection Grades**

Streets shall be leveled to a grade of less than four percent for a distance of at least 100 feet approaching all intersections. (Prior code § 35-3(i)).

**12. Street Offsets**

Streets which are offset at an intersection with collector or arterial streets shall have centerline-to-centerline offsets of no less than 250 feet. Streets which are offset at an intersection with local streets shall have centerline-to-centerline offsets of no less than 125 feet. (Ord. 723 § 1, 1982; prior code § 35-3(j)).

**13. Street Naming**

When new streets are in alignment with existing streets, or new streets extend existing streets, the new streets shall be named according to the streets with which they correspond to the extent possible. Continuation of street names shall consider future connectivity. If future connectivity is not possible or impractical, the streets do not have to have corresponding street names. Streets which do not fit into an established street-naming pattern shall be named in a manner which will not duplicate or be confused with existing street names.

#### **14. Drainage and Irrigation Ditches**

Drainage ditches and irrigation ditches shall not be permitted on public streets or highways except to cross such public street or highway, or as part of an approved street design that does not include curb and gutter. (Prior code § 35-3(q)).

#### **15. Alleys**

Alleys shall be at least 30 feet in width, paved and dedicated to the city as rights-of-way. Alleys are not required, unless proposed to provide rear-yard access to properties, or access to maintain city utilizes.

### **15.18.010.B Water, Wastewater and Stormwater Main Extensions**

#### **1. Private Installation**

The developer shall install the mains to and within the development by private contract, subject to approval of the plans and specifications by the City, and City inspection of actual construction; provided, that the City may elect to install the mains, in which case the developer shall deposit with the City the estimated cost of installing the mains, plus engineering and administrative costs, and the City may then proceed to make the installation by contract with a private contractor according to standard City policies and procedures. In the event that the original deposit is insufficient, the developer shall upon notification, immediately deposit the balance required with the City to complete the work. (Prior code § 39-53).

#### **2. Installation Cost Developer's Responsibility--Full Extensions**

All water, wastewater and stormwater mains required to serve a development, including cross-connecting mains, shall be installed at the cost of the developer. The developer shall install mains to the farthest points of the subdivision or to the appropriate terminus within the development as determined by the City Manager's Office. (Ord. 1728 § 16, 2017)

#### **3. Connecting Loops and Crossies**

Connecting loops and crossies within a development shall be constructed by the developer as determined necessary by the City Manager's Office. If the connecting loop is such that property outside the subdivision abuts such loop or ties, and connections are made to such line, the reimbursement provisions of subsections 15.18.100.D shall apply. Before any abutting property connects to such mains constructed at the expense of the water utility, the charge based on the front footage of the property to be served shall be collected by the City. (Ord. 1728 § 16, 2017)

#### **4. Water Pumping Stations**

When, in the discretion of the City, additional water pumping stations are required to serve new platted subdivisions or development, the decision making entity, as a condition to acceptance of a final plat or approval of a development, may require the installation of the stations and require the developer to execute such instruments as may be necessary to convey title to the stations to the City upon completion. The installation and cost of the stations shall be the responsibility of the developer. The City shall supervise the construction and determine all matters with

respect to the installation of the stations including, but not limited to, capacity, type, design and location, as in his discretion would meet minimum requirements for fire and domestic demand. The City may require oversize stations to serve demand or areas larger than that proposed by the developer; however, in such cases the City shall pay the cost of the oversize, which cost shall thereafter be collected from other developers using the stations. Upon completion the City shall assume responsibility for operation and maintenance of stations installed pursuant to this section ((Ord. 1744 § 39, 2018; Ord. 1671 § 21, 2014).

## **15.18.020 REQUIRED IMPROVEMENTS AND AGREEMENT TO COMPLETE**

### **15.18.020.A Completion of Improvements**

Before a final plat for an entire or a portion of a minor land division or major subdivision is approved by the city, or before a final Certificate of Occupancy is issued for a new development project entailing site plan review and approval, all public and private improvements required by this code, conditions of approval, and other applicable standards shall be completed by the developer and approved by the city. The developer also shall construct all temporary improvements required as a condition of approval of the applicable plat or site plan-reviewed development project and shall maintain all such temporary improvements throughout the period specified in such approval. Any dedication of public improvements or land to the City shall be free and clear of all liens and encumbrances. "Build and Dedicate" Option (Ord. 1744 § 33, 2018).

[Reserved]

### **15.18.020.B Deferral of Required Improvements Associated with Plats**

As an alternative to completion of the required public and private improvements associated with plats or site plan-reviewed developments as referenced in subsection 15.18.020.A, the developer may defer the completion of those required improvements pursuant to section 15.18.030.

### **15.18.020.C Failure to Complete Improvements**

If the required improvements are not completed within the period specified in the applicable approval conditions, or within the time specified in the security and improvement deferral acknowledgement, the city shall have the authority to call the financial security and use the funds therefrom to construct the improvements.

### **15.18.020.D Payment of In-lieu Fees**

The City may require the developer to pay proportional fees in-lieu of constructing certain improvements if it is determined that the certain improvement is preferred to be constructed by the City or other agency as part of a larger improvement. (Ord. 1671 § 15 and 21, 2014).

## **15.18.030 SECURITY AND IMPROVEMENT DEFERRAL ACKNOWLEDGEMENT**

### **15.18.030.A Security and Deferred Improvement Agreement Required**

If the required improvements are not completed, inspected and accepted by the city prior to approval of the applicable final plat or site plan-reviewed development, the

developer shall file with the city a financial security in accordance with this section for the improvements being secured. Prior to or concurrently with the submittal of the security, the developer shall submit a signed Subdivision Security and Deferred Improvement Agreement (for final plats) or a signed Development Security and Deferred Improvement Agreement (for site plan-reviewed developments) on the appropriate form prepared and provided by the city.

**1. Security and Deferred Improvement Agreement Form Required Before Permits Issued**

Except as otherwise specifically provided under the “Build and Dedicate” Option (15.18.020.A), no city permits, including building permits, shall be issued for a project unless and until the applicable Security and Deferred Improvement Agreement has been properly executed and filed with the City (Ord. 1744 § 37, 2018).

**2. Financial Security Required Before Issuance of Any Certificate of Occupancy**

Except as otherwise specifically provided under the “Build and Dedicate” Option (15.18.020.A), no Certificate of Occupancy (whether temporary or final) shall be issued unless and until all applicable financial security is received and accepted by the City (Ord. 1744 § 38, 2018).

**15.18.030.B Security and Deferred Improvement Agreement Contents**

The security and deferred improvement agreement form shall include, but may not be limited to, the following:

1. A detailed reference to the improvements requiring completion, including City engineer’s cost estimates (for public improvements) or contractor’s invoices (for private or on-site improvements);
2. For final plats, a statement that all required public and private improvements shall be completed by the developer and accepted by the City within two years of approval of the final plat or prior to the issuance of a final Certificate of Occupancy for the first building, whichever occurs first;
3. For site plan-reviewed developments, a statement that all required public and private improvements shall be completed by the developer and accepted by the City within two years of approval of the site plan review or prior to the issuance of a final Certificate of Occupancy for the first building, whichever occurs first;
4. A statement that all work shall be completed in accordance with the improvement drawings and specifications approved by the city;
5. A statement that a notice of completion issued by the City Manager’s Office shall be submitted indicating that all improvements comply with the applicable approval requirements, conditions of approval and this code, prior to issuance of any final Certificate of Occupancy; (Ord. 1728 § 16, 2017)
6. A statement that the financial security may be withdrawn by the developer in part or in whole upon final completion, inspection, and approval of the improvements in proportionate share to the withdrawn security, as determined by the City Manager’s Office; (Ord. 1728 § 16, 2017)



7. A provision that the developer warrants and shall repair, at his sole cost and expense, any hidden defects in design, workmanship and materials which appear in the work within two years following acceptance by the City;
8. A statement that each required public improvement shall be maintained to city standards by the developer until the improvement is accepted by the city;
9. A statement that all temporary improvements shall be constructed and maintained by the developer until no longer required by this code or by conditions of approval for the plat or site plan-reviewed development project; and
10. A statement that the security and improvement deferral agreement shall run with the land and bind all successors, heirs and assigns of the developer.
11. The agreement shall be approved by the City Manager's Office and shall be filed with the city clerk. (Ord. 1728 § 16, 2017)

#### **15.18.030.B Financial Security**

1. The security for all improvement-security matters covered in this Chapter, except Warranty of Public Improvements (15.18.060), Temporary Certificates of Occupancy (15.18.080.B), and Delayed Improvements (15.18.110), shall be one hundred and twenty five percent (125%) of the city engineer's estimate for the required improvements being secured. The city engineer's estimate shall be submitted by the developer's engineer on a form provided by the City Manager's Office. The security shall be reviewed and approved by the City Manager's Office prior to commencement of development activities. (Ord. 1728 § 16, 2017)
2. The security shall be in a form of a letter of credit, bond, cash escrow, certificate of deposit, or certified or cashier's check. The security shall explicitly be for the construction of the improvements, warranty and maintenance promises contained in the security and improvement deferral acknowledgement, including those pertaining to temporary improvements.
3. If a security is required by and provided or secured to another governmental agency for the same improvements required by the city, the developer shall not be required to submit a security with the City for the same improvements. Proof of sufficiency of such security with the other governmental agency shall be submitted in lieu of filing the requisite security. In such cases, completion of the Security and Deferred Improvement Agreement form shall still be required prior to issuance of permits, per 15.18.030.A.1. (Ord. 1671 § 15 and 21, 2014).

### **15.18.040 REMEDIES**

#### **15.18.040.A Fault of Terms**

In those cases where a security and improvement deferral acknowledgment has been executed and securities have been posted and required public improvements have not been installed within the terms of this code, the City may then:

1. Suspend plat or development plan approval or construction of a building or other private or public improvements until the improvements are completed, and record with the Albany County Recorder, a document to that effect for the purpose of public notice;
2. Obtain funds under the security and complete the improvements itself or through a

- third party;
3. Assign its right to receive funds under security to any third party, including a subsequent owner of the land to be divided or building constructed for which improvements were not constructed, in whole or in part, in exchange for that subsequent owner's binding commitment to complete the required improvements; or exercise any other rights available under the law. (Ord. 1671 § 15, 2014).

## **15.18.050 INSPECTION AND ACCEPTANCE OF PUBLIC IMPROVEMENTS**

### **15.18.050.A Prior Responsibility**

Prior to the commencement of any work, the developer shall obtain all required permits and pay all required fees, where applicable for the construction of required public and private improvements. No final plat shall be approved, nor shall site plan review be approved, nor shall building permits be issued, until all applicable permits are obtained and fees are paid.

### **15.18.050.B Periodic City Inspection**

City shall inspect improvements during and at the completion of construction of improvements. It shall in all cases be the responsibility of the developer to timely call for and schedule the appropriate inspections with the City Manager's Office. Failure to timely call for the applicable inspection, or failure to provide for unimpeded access or ability by the city or its designated inspecting agents to complete the applicable inspection, shall be grounds for failing the inspection and for rejection of the completed improvement or portion thereof. "Timely" in this section shall be defined as a minimum of twenty-four hours prior to inspection; provided that the City Manager's Office in its sole discretion may schedule an inspection less than twenty-four (24) hours for cause shown. If completed in accordance with the standards and specifications for such improvements, the city shall certify the improvements as being in compliance with city's standards and specifications. If upon the inspection, the City Manager's Office finds the construction performed to be in a satisfactory condition for inclusion in the completed project, the City Manager's Office shall issue a statement of inspection which shall permit the developer to perform the next phase of the construction. A final inspection by the City Manager's Office of all completed improvements shall be required before any improvements are accepted and before any final Certificate of Occupancy is issued. If it is determined upon inspection that any one or more of the required improvements have not been constructed in accordance with the city's construction standards the developer shall be responsible for properly completing the improvements, or the city shall have the option to call the applicable security and cause the work to be completed per section 15.18.040 (Remedies). (Ord. 1728 § 16, 2017)

### **15.18.050.C Notice of Completion**

Upon inspection and acceptance of completed improvements by the City Manager's Office, the City Manager's Office shall issue to the developer a Notice of Acceptance. Improvements may be inspected and accepted in stages or phases, as may be determined appropriate by the City Manager's Office, provided that each completed stage or phase constitutes a functionally independent and separate stage or phase of the overall project. The dedication of applicable required public improvements shall not be accepted, nor

shall the amount of any remaining security posted by the developer be reduced, until the City Manager's Office or other agency having jurisdiction over the improvements has issued a Notice of Acceptance stating that required improvements have been satisfactorily completed and accepted. (Ord. 1728 § 16, 2017)

#### **15.18.050.D Developer Responsibility Until City Acceptance**

The developer shall be responsible for the care and maintenance of all improvements until completion, inspection and acceptance by the city. During mobilization, construction, and demobilization, the developer shall keep the site free and clean from dangerous accumulation of rubbish and debris, and shall maintain sufficient and proper temporary traffic control devices in conformance with the MUTCD for the protection of the public. Final acceptance of the improvements shall not be made by the city until the construction areas and adjacent property has been cleared of all rubbish, surplus materials and equipment resulting from the contractor's operations, to the satisfaction of the City Manager's Office. (Ord. 1728 § 16, 2017; Ord. 1671 § 15 and 21, 2014).

### **15.18.060 WARRANTY OF PUBLIC IMPROVEMENTS**

#### **15.18.060.A Two-Year Warranty**

The developer shall warrant all public improvements for a period of two (2) years from the date the city accepts via dedication or other appropriate instrument of a completed improvement or group of public improvements (the warranty period), and shall agree to replace or reconstruct any defective or otherwise unsatisfactory part or parts of the improvements without delay or cost to the city.

#### **15.18.060.B Financial Security**

A financial security for the warranty period shall be posted or retained from the original security with the city for the warranted improvements. 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 City Manager's Office, with the difference to be refunded to the developer following approved inspection of the improvements. (Ord. 1728 § 16, 2017)

#### **15.18.060.C Damages**

The developer shall repair any damages to the improvements without cost to city before and during the warranty period due to private construction-related activities or defective work. If the improvements have been rejected by the city, the developer shall remove all damaged or defective work from the site and replace it with non-defective work. If developer fails to promptly repair or replace damaged or defective work, the city may at its option have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for professional services, shall be paid by the financial security for the warranty. (Ord. 1671 § 15, 2014).

## **15.18.070 REDUCTION OF SECURITY FOR PUBLIC IMPROVEMENTS**

### **15.18.070.A Reductions**

The amount of security posted by the developer may be reduced by the ratio of the costs of public improvements completed by the developer and inspected and approved by the city. In no event shall the security be reduced to less than 25 percent of its original amount unless and until a warranty security or other form is posted for the warranty period.

### **15.18.070.B Request**

The request of reduction of the security shall be made in writing by the developer to the City Manager's Office. The request shall include an itemized list of public improvements that were completed by the developer and inspected and approved by the city for which the reduction of the security is being sought. (Ord. 1728 § 16, 2017 Ord. 1671 § 15, 2014).

## **15.18.080 ISSUANCE OF BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY**

### **15.18.080.A Final Certificates of Occupancy**

No final Certificate of Occupancy for any structure or facility shall be issued prior to the completion, inspection and acceptance of the required public and private improvements, as specific in this Code and in applicable Site Plan Review and building permit approval documents.

### **15.18.080.B Temporary Certificates of Occupancy (TCO)**

1. A Temporary Certificate of Occupancy (TCO) is hereby declared to be a privilege, not a right.
2. 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, 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.
3. In order to obtain a Temporary Certificate of Occupancy (TCO), the developer shall submit to the City a financial security in the amount of one hundred and fifty percent (150%) of the cost of remaining improvements, including labor and materials. For public infrastructure and for any other improvements that have been or are intended to be dedicated to the city, the basis for determining the security amount shall be the City Engineer's estimate of cost. For on-site and similar improvements intended to be retained in private ownership or maintenance, invoices or similar confirmation of cost signed by the project contractor may be accepted by the city as the basis for security amount.
4. The following forms of security, and no others, shall be acceptable to the city of issuance of a TCO: letter of credit, cash; cashier's or certified check; or bond.
5. 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 No extension of the maximum one-year TCO period shall be granted. This one-year maximum is hereby declared not eligible for a Variance under provisions of this Title.

6. For any project with a Temporary Certificate of Occupancy with an original issuance date two hundred and seventy (270) calendar days prior, the City Manager's Office shall issue a "Nine-Month Notice" on the next working day following the 270-day date, stating that: (a) the project has approximately three (3) months to complete all work, schedule and pass all inspections, and achieve all necessary city acceptances; (b) no [further] extensions of existing Temporary Certificates of Occupancy shall be available nor shall any granted by the city; and (c) failure to complete work, pass inspection, and gain acceptance by the one-year anniversary of original TCO issuance shall be deemed prima facie grounds for the city to call the security and complete remaining work with the security funds. Failure by the city to provide the "Nine-Month Notice" shall not constitute grounds for waiving or extending the one-year deadline, nor shall it constitute grounds for delaying or waiving the process of calling the security and completing work under this Chapter.

(Ord. 1744 § 41-43, 2018; Ord. 1728 § 16, 2017); Ord. 1671 § 15 and 21, 2014).

## **15.18.090 AS-BUILT PLANS FOR PUBLIC IMPROVEMENTS**

### **15.18.090.A Required Upon Completion**

Upon completion of public improvement and before the City acceptance of those improvements, the developer shall submit to the City as-built plans which at a minimum indicate the following:

1. All manholes;
2. The location, size and depth of all sewer mains, laterals and wyes for the connection of service lines, and size;
3. Depth, and location of all water lines, valves, service lines and fire hydrants;
4. The location, grade and specific construction section for all streets; and
5. The location, size and depth of all storm drainage improvements. (Ord. 1671 § 15, 2014).

## **15.18.100 REIMBURSEMENT FOR OVERSIZE PUBLIC IMPROVEMENTS**

### **15.18.100.A Water and Sewer Mains**

The developer may request and the city may reimburse the developer for oversized water mains or oversized sanitary sewer mains installed by the developer. City's reimbursement shall be limited to the incremental cost of oversized water or sewer mains and associated appurtenances that are beyond the size of the water and sewer mains necessary to provide the required water and sanitary sewer service for the development. As part of the request for reimbursement, the developer shall submit to the City Manager's Office invoices with itemized costs for the oversized water and sewer mains and associated appurtenances. (Ord. 1728 § 16, 2017)

**15.18.100.B Roads**

The developer may request and the city may reimburse the developer for oversized off-site collector roads or off-site and on-site arterial roads constructed or improved by the developer. City’s reimbursement shall be limited to the actual cost of construction and materials associated with construction of the road beyond the size of the road warranted by the development to provide safe vehicular, pedestrian and bicycle traffic and maintenance of the roadway’s or intersecting roadways’ Level of Service C. As part of the request for reimbursement, the developer shall submit to the City Manager’s Office invoices with itemized costs for the road construction. (Ord. 1728 § 16, 2017)

**1. Paving cost apportionment**

Whenever the city requires paving consistent with the requirements of collector or major arterial streets, and when in the city council's discretion, funds are available for the purpose, the city shall participate in the cost of such required paving, with the subdivider, on the following basis:

<b>Paving Cost Apportionment</b>		
Excavation Base and Asphalt Surface	Developer’s Share	City’s Share
Arterial Street	66%	34%
Collector	88%	12%

(Prior code § 35-4 (1)).

**2. Request for Reimbursement**

Requests for city participation shall be made in writing to the city manager on or before February 1st prior to the budget year in which such participation is requested. The request shall be accompanied by plans, specifications and estimated costs of the streets for which participation is requested, which shall require approval by the city engineer prior to approval of the request. (Prior code § 35-4 (2)).

**3. Public Bid**

The city's participation shall not exceed five hundred dollars unless the contract for streets or portions thereof for which participation is requested, is let for public bid. The city council shall review the bid and the qualifications of the bidder and may refuse participation in the bid for any reason. (Prior code § 35-4 (3)).

**4. When disbursement not required.**

The city shall not be required to disburse any moneys in connection with participation under this chapter until 90 calendar days after the commencement of any regular budget year. (Prior code § 35-4 (4)).

**5. Not a waiver of developer's responsibility.**

Nothing hereunder shall be construed to waive any other requirements to be performed by the subdivider under this chapter, preliminary to acceptance of a final plat of any subdivision of land. (Prior code § 35-4 (5)).

**15.18.100.C Reimbursement Agreement with the City**

Before the city reimburses the developer for oversized public improvements referenced in subsections 15.18.100.A and 15.18.100.B the city and the developer shall enter in a reimbursement agreement. The reimbursement agreement shall specify the improvements being reimbursed, the costs of those improvements and the time by which the city will reimburse the developer for those improvements. The reimbursement agreement shall be executed upon approval by the city council.

#### **15.18.100.D Reimbursement by Others**

1. If the developer is required to construct off-site improvements that benefit other properties, the developer of such improvements may request a reimbursement from the benefiting properties.
2. Prior construction of such improvements, the developer shall obtain bids from at least two contractors based on the plans for such improvements as approved by the city. The developer shall select the lowest qualified bid.
3. Bidding and Notification
  - (i) The developer shall notify the City Manager's Office of the intent to bid and construction of such improvements.
  - (ii) The City Manager's Office shall notify the benefiting owners within 30 calendar days of receipt of the developer's intent to bid and construct such improvements. In the notification, the City Manager's Office shall include the developer's contact information and estimated construction amount.
  - (iii) The benefiting property owners may provide written comments to the developer within calendar 30 days of the date of the notification letter provided by the City Manager's Office.
4. Failure of the benefiting property owners to provide written comments to the developer within 30 calendar days of the date of the notification letter provided by the City Manager's Office, shall be deemed as a consent by the benefiting property owner for the developer to request bids for construction of such improvements.
5. Upon acceptance of the lowest qualified bid, the developer may proceed with the construction of such improvements.
6. Within 30 calendar days of acceptance of such improvements by the City, the developer may request in writing reimbursement for such improvements from the benefiting property owners. The request for reimbursement shall be submitted to the City Manager's Office. The request shall include itemized invoices from the contractor that constructed such improvements, and pro-rata costs to be shared by the developer and benefiting owners certified by the developer's engineer.
7. The City Manager's Office shall review and confirm the invoices and pro-rata costs. Upon confirmation, the City Manager's Office shall prepare a reimbursement agreement and submit the agreement to the developer and benefiting property owners.
8. The developer and benefiting owners shall provide to the City Manager's Office in writing an approval or a request to modify the pro-rata costs no later than 30 calendar days of the date of transmittal of the reimbursement agreement by the City Manager's Office. Failure to provide comments within 30 calendar days will be deemed as an acceptance of the reimbursement agreement.
9. The reimbursement agreement shall be approved, approved with modifications or

- denied by the city council. The city council may consider comments by the developer and/or the benefiting property owners in rendering its decision.
10. Upon city council's approval or approval with modifications of the reimbursement agreement, the agreement shall be signed by the developer and benefiting property owners. The City Manager's Office shall record the reimbursement agreement with the county clerk and assign it to the benefiting properties.
  11. The reimbursement agreement shall expire 15 years after the approval date by the City Council. After expiration, the benefiting property owners are no longer bound by the reimbursement to the developer or successors.
  12. The city shall not approve a final plat, issue a building permit for construction of a new primary use structure, or issue a building permit for an expansion of an existing structure that would normally require construction of such improvements on any benefiting property covered by the agreement, unless the benefiting property owners pay the pro-rata reimbursement as specified in the reimbursement agreement.
  13. The payment of the reimbursement by the benefiting property owners shall be made directly to the developer that constructed the improvements. A notarized receipt of payment shall be provided to the City Manager's Office. (Ord. 1671 § 15, 2014).  
(Ord. 1728 § 16, 2017)

## **15.18.110 DEVELOPMENT AND DELAYED IMPROVEMENTS**

### **15.18.110.A Development Agreements**

1. From time to time, the City may enter into a development agreement with a developer for construction or dedication of improvements typically not considered standard, or requiring special considerations by the City or the developer.
2. If a development agreement is associated with minor land division or major subdivision, it shall be reviewed and considered by the Planning Commission prior to or concurrently with the final plat; and reviewed and acted upon by the City Council prior to or concurrently with the final plat (Ord. 1744 § 34, 2018).
3. If a development agreement is associated with a development requiring site plan review, it shall be reviewed and acted upon by the City Council prior to the issuance of a building permit for the development.
4. Developer shall notify the City Manager's Office of the intent to bid and construction of such improvements.
5. The City Manager's Office shall notify the benefiting owners within 30 calendar days of receipt of the developer's intent to bid and construct such improvements. In the notification, the City Manager's Office shall include the developer's contact information and estimated construction amount.
6. The benefiting property owners may provide written comments to the developer within 30 calendar days of the date of the notification letter provided by the City Manager's Office.

(Ord. 1728 § 16, 2017)

### **15.18.110.B Delayed Improvement Agreements**

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1. A developer may request a delayed improvement agreement for construction of off-site roads, water lines and wastewater lines. A delayed improvement agreement shall be presented concurrently with the application for a final plat or application for a site plan review.
2. If a delayed improvement agreement is associated with minor land division or major subdivision, it shall be reviewed and considered by the Planning Commission prior to or concurrently with the final plat; and reviewed and acted upon by the City Council prior to or concurrently with the final plat (Ord. 1744 § 35, 2018).
3. If a delayed improvement agreement is associated with a development requiring site plan review, it shall be reviewed and acted upon by the City Council prior to the issuance of a building permit for the development.
4. In making its decision, the City Council shall consider the following:
  - (i) Does the construction of the improvement result in the improvement not being utilized by the City or the public for an extended period of time resulting in pre-mature deterioration of the improvement;
  - (ii) Does the construction of the improvement result in a piecemealed or partial completion of an larger improvement that would be better achieved if the larger improvement is constructed in whole; and
  - (iii) Does the improvement result in detrimental impacts to adjacent properties and whether or not construction of such improvement requires other improvements outside the nexus or proportionality of the minor land division, major subdivision or development (Ord. 1744 § 36, 2018).
5. The developer shall provide to the City a bond in the amount of 150% of the City Engineer's estimate for the delayed improvements. The bond amount shall be based on the City Engineer's estimate for those improvements.
6. Delayed improvements shall be completed by the developer no later than 15 years after the signature of the agreement by the Mayor.
7. The Mayor shall not sign the agreement unless an appropriate bond is submitted by the developer to the City. (Ord. 1671 § 15 and 21, 2014).