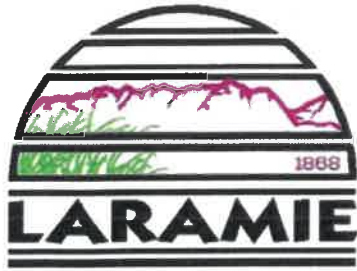


**PLANNING DIVISION/
PUBLIC WORKS DEPARTMENT**



**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: _____ (Assigned by Staff)		File Number: _____ (Assigned by Staff)	
DEVELOPER: University of Wyoming			
PRIMARY CONTACT: Josh Decker			
ADDRESS: Dept. 3227, 1000 E. University Avenue		E-MAIL: jdeck@uwyo.edu	
CITY: Laramie		STATE: WY	ZIP CODE: 82071
PHONE : 307-766-2937	MOBILE: 307-399-0051	FAX:	
SUBDIVISION NAME (Full name, as listed on plat): University of Wyoming Transit Addition			
SUBDIVISION LOCATION (Section-Township-Range): Section 4, Township 15 North, Range 73 West			
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.			
Improvements are detailed in the approved plans and details as listed below:			
TITLE OF PLAN SET (Full name, as listed on cover sheet):			
FP-21-03			
SP-20-15			
DATE OF PLAN SET:			
NAME OF DESIGN FIRM(S): Coffey Engineering and Surveying, Plan One Architects			

<p>DEVELOPER AGREES THAT ALL PUBLIC IMPROVEMENTS WILL BE COMPLETED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND STANDARDS APPROVED BY THE CITY. As per the site plan and the attached letter.</p>	<p>YES: <input checked="" type="checkbox"/> NO: <input type="checkbox"/> INITIALS: _____</p>
<p>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.</p>	<p>YES: <input checked="" type="checkbox"/> NO: <input type="checkbox"/> INITIALS: _____</p>
<p>The City of Laramie 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. N/</p>	
<p>DEVELOPER AGREES TO MAINTAIN THE REQUIRED PUBLIC IMPROVEMENTS THROUGHOUT THE TWO YEAR GUARANTEE PERIOD FOLLOWING CONSTRUCTION APPROVAL.</p>	<p>YES: <input checked="" type="checkbox"/> NO: <input type="checkbox"/> INITIALS: _____</p>
<p>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.</p>	<p>YES: <input checked="" type="checkbox"/> NO: <input type="checkbox"/> INITIALS: _____</p>
<p>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.</p>	<p>YES: <input checked="" type="checkbox"/> NO: <input type="checkbox"/> INITIALS: _____</p>
<p>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.</p>	<p>YES: <input checked="" type="checkbox"/> NO: <input type="checkbox"/> INITIALS: _____</p>
<p>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 <u>N/A</u>.</p>	
<p>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.</p>	<p>YES: <input type="checkbox"/> NO: <input type="checkbox"/> N/A: <input checked="" type="checkbox"/> INITIALS: _____</p>
<p>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 <u>N/A</u>.</p>	
<p>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.</p>	<p>YES: <input type="checkbox"/> <u>N/A</u> NO: <input type="checkbox"/> INITIALS: _____</p>
<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). N/A 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 City of Laramie and shall be filed with the city clerk. **N/A**

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: X 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: X INITIALS:

A NEW REIMBURSEMENT AGREEMENT IS APPLICABLE TO THIS PROJECT.

YES: NO: X 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:

University of Wyoming
(DEVELOPER NAME)

William Mai, Vice President for Governmental Relations
(REPRESENTATIVE NAME / TITLE)

William Mai
(SIGNATURE)

6/30/21
(DATE)

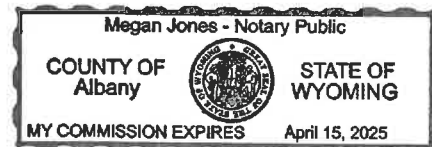
STATE OF Wyoming)

) ss.

COUNTY OF Albany)

The foregoing instrument was acknowledged before me by William Mai this 30 day of June, 2021.

Witness my hand and official seal.



Megan Jones
Notary Public

My commission expires: April 15, 2025



Office of General Counsel
Dept. 3434 • 1000 E. University Ave., Laramie, WY 82071
(307) 766-4997 • fax (307) 766-2993

May 13, 2019

City of Laramie
406 Iverson Avenue
Laramie, WY 82070

Re: Submittal of University of Wyoming documents to the City of Laramie

To Whom it May Concern:

The University of Wyoming ("University") periodically submits documents for construction and building projects to the City of Laramie ("City"). However, by submitting these documents, the University does not waive any rights it has as an instrumentality of the State of Wyoming, including its sovereign and governmental immunity. A few clarifications follow.

The University is not subject to the City's zoning regulations. The immunity of state instrumentalities from zoning regulations of local government authorities was confirmed by the Wyoming Attorney General in 1981 Op. Atty. Gen. Wyo. 75 and is consistent with case law. The voluntary submission of any documents, including but not limited to applications for conditional use permits, shall not be deemed a waiver of the University's authority granted by the State in Wyoming Statute §21-17-203 et seq. to carry out its functions, including decisions regarding land use, planning, and site selection. The ultimate decision and authority over these matters is retained by the University.

The University does recognize the general authority of local governments to enforce reasonable building and other safety code provisions on state-owned or leased property, provided that the local government has been delegated code enforcement authority by the Wyoming State Fire Marshal pursuant to Wyoming Statute § 35-9-121. The University endeavors to provide a safe and secure environment for its employees, students and visitors. Therefore, the University complies with all life and safety codes applicable within the State of Wyoming and will continue to apply for building permits and participate in building inspections with the City. However, any requirements in the City's Uniform Development Code that extend beyond building and fire code requirements, including but not limited to aesthetic issues, landscaping, planning and land use, and the building exterior, may be rejected by the University as outside the authority granted to the City. To the extent possible and as a courtesy, the University will voluntarily endeavor to comply with requirements not delegated specifically by statute to the City of Laramie, but the University retains ultimate authority over these matters. The University further expects that building permits and certificates of occupancy will not be delayed due to requirements that are outside of the City's purview.

This position is a continuing assertion of the University's rights regarding construction and building projects as set forth above and applies to all future projects whether the University asserts the objection with regard to the specific project or not. The University appreciates its working relationship with the City and will continue to collaborate with the City on projects that are in the best interests of the University and the Laramie community.

Sincerely,

Tara R. Evans
General Counsel

**SUBDIVISION SECURITY AND IMPROVEMENT DEFERRAL
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
Cost**

Quantity /

Staff Use Only

Provided and acceptable

Does Not Apply

	Quantity /	Provided and acceptable	Does Not Apply
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		

AGREEMENT INFORMATION

1. The applicant, or representative, shall file this agreement with the Planning Division, 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.