

ORIGINAL ORDINANCE NO.: 2024
ENROLLED ORDINANCE NO.: 1789

INTRODUCED BY: PEARCE

AN ORDINANCE AMENDING VARIOUS SECTIONS OF LARAMIE MUNICIPAL CODE 15.18.030.C & 15.18.070 REGARDING FINANCIAL SECURITY OPTIONS RELATED TO PUBLIC IMPROVEMENTS.

WHEREAS, on August 21, 2007, the City Council adopted the Laramie Comprehensive Plan which lists as one of its recommendations to create a unified development code that would combine the zoning and subdivision ordinances in into a single, unified document consisting of multiple parts or sections, including administrative procedures, zoning, subdivision regulations and improvement standards;

WHEREAS, on June 22, 2009 the Laramie Planning Commission affirmatively voted to recommend to the Laramie City Council adoption of the Unified Development Code subject to modifications;

WHEREAS, on March 2, 2010, the City Council adopted the Unified Development Code with an effective date of July 1, 2010;

WHEREAS, 15.02.050 of the Laramie Municipal Code (LMC) calls for the Unified Development Code to be amended from time to time so as to become or remain consistent with the Comprehensive Plan, and should be regularly reviewed, evaluated and amended, if necessary, based on private and city economic conditions, vision for the community, changing planning and zoning principles, frequent difficulty in implementing or enforcing any specific standard(s), or changes in the state, federal or case law;

WHEREAS, the 2007 Laramie Comprehensive Plan, supports the changes proposed due to the fact that throughout the plan it emphasizes improving the economic attractiveness of the community, improving economic development opportunities and making policy changes that positively affect the economic development of the community;

WHEREAS, the 2020 Thrive Laramie Community and Economic Development Action Strategy states, that we should attempt to, “increase the financing options available through public-private partnering opportunities” and “seek to partner with financial institutions to capitalize new/expanding developers” as noted in Action Strategy 13;

WHEREAS, on January 25, 2021, the Laramie Planning Commission affirmatively voted to recommend to the Laramie City Council adoption of amendments to the Laramie Municipal Code as shown in this ordinance; and

WHEREAS, the Laramie City Council held a public hearing on March 16, 2021 to take and consider public comments;

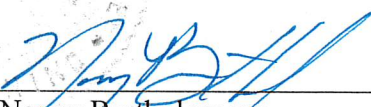
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE:

Section 1. That LMC 15.18.030.C and 15.18.070 is **amended** to read as follows:
See "Attachment A"; and

Section 2. That this ordinance shall become effective after its passage, approval and its publication.

Passed and approved this 6th day of April, 2021.


Paul Weaver, Mayor and President of the
City Council

Attest: 
Nancy Bartholomew
City Clerk

First Reading: March 2, 2021
Public Hearing: March 16, 2021
Second Reading: March 16, 2021
Third Reading and Final Action: April 6, 2021

Duly published in the Laramie Boomerang this 9th day of April, 2021.

“ATTACHMENT A”

15.18.030.C - 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, **unless the option allowed in 15.18.030.C.2.b is used.** 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.

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.

a. If a cash escrow form of financial security is selected per the amounts required in 15.18.030.C.1, the developer may choose to allow for the cash value within the escrow to be drawn upon during the course of the construction subject to the requirements found in 15.18.070 and the associated Cash Escrow Drawdown Agreement.

b. In lieu of a full financial security as required by LMC 15.18.030.C.1 and at the applicants written request, the City may reduce the required financial security to 25% of the total cost of improvements and shall authorize the Final Plat to be recorded subject to the developer entering into a recorded Agreement with the City, referencing the Final Plat and recorded at the same time as the Final Plat, that prohibits the sale of lots within the subdivision. The sale of lots shall be prohibited until;

(i). The required public improvements are completed to the satisfaction of the City of Laramie per 15.18.050 and financial security for warranty of public improvements per 15.18.060 has been submitted and approved, or

(ii). At any time during the construction of required public improvements the developer may demonstrate the financial capability to secure the remaining improvements through the Security and Deferred Improvement Agreement in an acceptable form permitted in 15.18.030.C.1 & 2 and completes the required Security and Deferred Improvement Agreement for all remaining improvements.

At such time the developer satisfies the requirements of 15.18.030.C.2.b.(i) or (ii) the developer shall be released from the agreement so lots may be sold. In the event the improvements are not completed within the required timeframe found

in 15.18.030.B.2 for any reason the City may use the financial security and/or may place a lien on the property in the amount needed to complete any required infrastructure as approved by the Final Plat or address life, health or safety issues related to the Final Plat.

LMC 15.18.070 Reduction of Security for Public Improvements

15.18.070.A Reductions

Reductions related to the required financial security associated with a cash escrow per LMC 15.18.030.C.2.a shall be permitted based upon the following requirements.

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.

1. The developer, prior to consideration by the planning commission shall notify the City through completion of the Security and Deferred Improvement Agreement that Cash Escrow Drawdown is their desired financial security method.

2. The City of Laramie and the lending institution who is responsible for the Cash Escrow Drawdown shall be parties to the escrow account and shall enter into a legal agreement formalizing the escrow drawdown between the parties. At the discretion of the City Engineer or the lending institution a 3rd party engineering consultant may be hired for construction management and administration as outlined in 15.18.070.A.3 & 4 to aid in the release of the escrow related to the construction of public improvements.

3. A 3rd party engineering consultant shall be hired for construction management and administration related to the construction of public improvements associated with a development and shall act for the City and the lending institution. The City with optional assistance of the lending institution shall select the consultant in accordance with the City's Purchasing Policy. The selected engineering consultant shall show that there is no conflict of interest with the development or parties associated with the development. The selected 3rd party engineering consultant shall be agreed upon by the City and the Developer before entering into a contract. The City shall administrate the 3rd party engineering consultant's contract. The City may act in a 3rd party construction management and administration role if the City Engineer determines there is adequate capacity to do so.

4. The cost of the approved 3rd party engineering consultant shall be the sole fiscal responsibility of the developer and shall be financially secured within the cash escrow as part of the overall cost of public improvements as shown in the required quantities and financial security. In the event the portion of the escrow used to pay the 3rd party engineering consultant is reduced to 10% of the retained amount as designated in the quantities, additional escrow shall be deposited prior to any further inspections by the 3rd party engineering consultant. The 3rd party engineering consultant shall represent and be managed solely by the City for construction management, administrations and professional services.

5. In no event shall the financial security be reduced to less than 25% of its original amount unless and until a warranty financial security or other form is posted for the warranty period.

6. For each development one (1) drawdown request per month shall be permitted. All drawdown requests shall be recommended for approval or denial by the 3rd party engineering consultant if one is being used for the project and the city shall approve or deny the request prior to the escrow being released.

7. Each drawdown request shall be provided in writing and shall include the original quantities breakout provided with the Security and Deferred Improvement Agreement and Cash Escrow Drawdown Agreement and shall specify the items being requested for payment. Authorization of payment by the city and lending institution shall be made following receipt of the drawdown request, if all inspections and work is recommended for approval or denial by the 3rd party engineering consultant, and approved or denied by the City. All requests shall follow the lending institutions banking procedures associated with the escrow account.

8. For each drawdown request made no more than the value of the request, minus the 10% retainage, as shown in the quantities provided with the Deferred Improvement Agreement and Cash Escrow Drawdown Agreement shall be returned. No request shall be authorized until all parties agree to the amount and completion of associated improvements. The 10% retainage shall remain in the escrow and be held on all drawdown requests. Upon final acceptance of the development as outline in 15.18.050 the retainage shall be released to the developer.

9. In the event the project is not completed per the agreement the City shall be permitted to draw upon the escrow and/or place a lien against the property or other collateral.

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).