

2.3 Completion and Maintenance of Improvements

All *Improvements*, installations and *Lot Improvements* required by this Ordinance shall either be: (i) complete; or, (ii) assurance for their completion and maintenance shall be provided as set forth below, for all *Subdivisions* which involve the dedication and extension of any easement or public *improvement*, or the acceptance of any easement or public *improvement* by the Town of Plainfield. *Minor Residential Subdivisions* which do not involve the dedication and extension of any easement or public *improvement* shall be exempt from the provisions of this Article 2.3.

A. Completion of Improvements, Installations and Lot Improvements

Before the *Secondary Plat* is signed by the President and *Secretary* of the *Plan Commission*, the *Subdivider* shall complete, in accordance with the *Plan Commission's* decision and to the satisfaction of the Town, all public *Improvements* (including, but not limited to: *Street*, *Street* signs, sanitary sewer, storm drainage, sidewalk, and water) and *Lot Improvements* (including, but not limited to: erosion control, final grading and soil preservation, *Lot* drainage, removal of debris and waste, fencing and lawn seeding or sodding), as required by this Ordinance and specified in the *Secondary Plat* approved pursuant to this Ordinance, and dedicate the public *Improvements* to the Town, free and clear of all liens and encumbrances on the dedicated property and public *Improvements*; or,

B. Surety for Improvements, Installations and Lot Improvements

Before the *Secondary Plat* is signed by the President and *Secretary* of the *Plan Commission*, the *Subdivider* shall post a *Performance Bond* or Irrevocable Letter of Credit in a form acceptable to the *Plan Commission* in which the *Subdivider* covenants to complete all required sanitary sewer, water system, *Street* base, binder and curbs and storm drainage *Improvements* no later than two (2) years following the date on which the President and *Secretary* of the *Plan Commission* sign and certify the *Secondary Plat*, and to complete all other required *Improvements*, installations and *Lot Improvements*, including but not limited to, sidewalks, erosion control, fencing, debris and waste removal, soil preservation, *Lot* drainage, final grading and lawn preparation, *Street* signs, monumentation and *Street* topcoat *Improvements*. The *Subdivider* shall covenant to maintain each required *Improvement* and also shall warrant that all required *Improvements* will be free from defects for a period of three (3) years following the acceptance by the Town of Plainfield of the dedication of the last completed *Improvement*. The *Performance Bond* shall provide that the covenants contained in the *Performance Bond* shall run with the land and bind all heirs, executors, administrators, successors and assigns of the *Subdivider*. The *Performance Bond* shall contain such other terms and conditions as agreed to by the *Subdivider* and the *Plan Commission*.

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The *Subdivider* shall provide a *Performance Bond* or Irrevocable Letter of Credit before the Seal of the *Plan Commission* is affixed and attached to the *Secondary Plat*.

A *Performance Bond* shall:

1. Run jointly and severally to the Town Council of the Town of Plainfield, Indiana, and the *Plan Commission*;
2. Be in an amount equal to one-hundred (100) percent of the cost, as established pursuant to an estimate submitted to and approved by the *Town Engineer* and the *Director*, for the completion of all *Improvements* and installations required by this Ordinance;
3. Provide surety satisfactory to the *Plan Commission*;
4. Be in effect until compliance with the terms and provisions of the *Performance Bond* and the execution of a written Release of Performance Bond by the *Director*;
5. Specify that all *Improvements* and installations shall be completed in accordance with the requirements and specifications of this Ordinance:
 - a. for single family or two family *Subdivisions*, prior to the time that *Single Family* or *Two Family Dwellings* are upon ninety (90) percent of the *Lots* shown upon the *Secondary Plat* or within three (3) years after the date on which the President of the *Plan Commission* and the *Secretary* sign said *Secondary Plat*, whichever occurs first, or
 - b. for multifamily, commercial or industrial *Subdivisions*, within three (3) years after the date on which the President of the *Plan Commission* and the *Secretary* sign said *Secondary Plat*.
6. Provide that upon completion of said *Improvements* and installations, but prior to acceptance thereof for public maintenance by the Town, the *Subdivider* shall provide a *Maintenance Bond* as required by this Ordinance;
7. Said *Performance Bond* shall be filed on bond or letter of credit forms approved for use by the *Plan Commission*; and,
8. The beneficiary of all *Performance Bonds* shall be the Town Council of the Town of Plainfield.

An Irrevocable Letter of Credit shall:

1. Run jointly and severally to the Town Council of the Town of Plainfield, Indiana, and the *Plan Commission*;
2. Be in an amount equal to one-hundred (100) percent of the cost, as established pursuant to an estimate submitted to and approved by the *Town Engineer* and the *Director*, for the completion of all *Improvements* and installations required by this Ordinance;
3. Provide surety satisfactory to the *Plan Commission*;
4. Be in effect until:
 - a. the execution of a written Release of Irrevocable Letter of Credit by the *Director*;
 - b. compliance with the terms and provisions of this Ordinance;
 - c. all *Improvements* and installations have been completed in accordance with the requirements and specifications of this Ordinance:
 - (1) for single family or two family *Subdivisions*, prior to the time that *Single Family* or *Two Family Dwellings* are upon ninety (90) percent of the *Lots* shown upon the *Secondary Plat* or within three (3) years after the date on which the President of the *Plan Commission* and the *Secretary* sign said *Secondary Plat*, whichever occurs first, or
 - (2) for multifamily, commercial or industrial *Subdivisions*, within three (3) years after the date on which the President of the *Plan Commission* and the *Secretary* sign said *Secondary Plat*;
 - d. the provision by the *Subdivider* of a *Maintenance Bond* as required by this Ordinance prior to acceptance of *Improvements* and installations for public maintenance by the Town of Plainfield;
5. Said Irrevocable Letter of Credit shall be filed on letter of credit forms approved for use by the *Plan Commission*; and,
6. The beneficiary of all Irrevocable Letters of Credit shall be the Town Council of the Town of Plainfield.

C. Proof of Compliance

Upon completion of all *Improvements* and installations as required by this Ordinance, the *Subdivider* shall furnish the *Plan Commission* with appropriate documentation indicating that said *Improvements*, installations and *Lot Improvements* have been constructed, installed and completed in compliance with the provisions of this Ordinance, the requirements of the *Plan Commission* and the provisions of other applicable Ordinances of the Town of Plainfield. The *Plan Commission* shall, by rule, prescribe the procedures for determining whether all *Improvements*, installations and *Lot Improvements* have been constructed and completed as required by this Ordinance.

D. Completion Letter

Upon acceptance of a required *Improvement* or installation, the accepting agency or department of the Town of Plainfield shall provide a Completion Letter to the *Subdivider* stating that the required *Improvements* and installations for which that agency or department is responsible have been accepted for maintenance by the Town of Plainfield, subject to the terms of a *Maintenance Bond*, as required below, and shall file a copy of such Completion Letter with the *Director* of the Department of Planning and Zoning.

E. Maintenance Bond

Upon completion of all required *Improvements* and installations, but prior to the acceptance of such *Improvements* and installations for public maintenance, the *Subdivider* shall provide a three (3) year *Maintenance Bond*, with the *Subdivider* or some other person satisfactory to the *Plan Commission* as principal, which shall:

1. Run jointly and severally to the Town Council of the Town of Plainfield, Indiana, and the *Plan Commission*;
2. Be in an amount equal to ten (10) percent of the amount of the *Performance Bond* for the *Improvements* and installations subject to the *Maintenance Bond*;
3. Provide surety satisfactory to the *Plan Commission*;
4. Warrant the workmanship and materials used in the construction, installation and completion of said *Improvements* and installations to be of good quality and have been constructed and completed in a workmanlike manner in accordance with the standards, specifications and requirements of this Ordinance and the satisfactory construction plans and specifications therefore submitted to the *Director* of the Department of Planning and Zoning;

5. Provide that for a period of three (3) years after formal acceptance, the *Subdivider* shall, at the *Subdivider's* expense, make all repairs to said *Improvements* and installations, or the foundations thereof, which may become necessary by reason of improper workmanship or materials, but not including any damage to said *Improvements* and installations resulting from forces or circumstances beyond the control of said *Subdivider* or occasioned by the inadequacy of the standards, specifications or requirements of this Ordinance;
6. *Maintenance Bonds* shall be filed on forms approved for use by the *Plan Commission*; and,
7. The beneficiary of all *Maintenance Bonds* shall be the Town Council of the Town of Plainfield.

F. Use of Bond Funds

Any funds received from the *Performance Bonds* for *Subdivision Improvements* and installations or from the *Maintenance Bonds* for the maintenance of *Improvements* and installations required by this Ordinance shall be used only for the purpose of making *Improvements*, installations or repair for which said bonds were provided in accordance with the standards, specifications and requirements of this Ordinance.

G. Deferral or Waiver of Required Improvements

The *Plan Commission* shall have the authority to defer or waive, in its discretion, at the time of *Primary Plat* approval and subject to any appropriate conditions, the provision of any or all of the public *Improvements* required by this Ordinance which, in the judgement of the *Plan Commission*, are: (i) not required to protect the public health, safety and general welfare; (ii) inappropriate because of incompatible grades, future planning, the inadequacy or non-existence of connecting facilities; or, (iii) inappropriate for other reasons presented to and agreed to by the *Plan Commission*. Any determination to defer or waive the provisions of any public *Improvements* or installations required by this Ordinance shall be accomplished by way of a motion, approved by a majority vote of the *Plan Commission* at a public hearing, which motion shall include the reasons for the deferral or waiver.

When the *Plan Commission*, in its discretion, determines that a deferral of an *Improvement* or installation is appropriate, the *Subdivider* shall post a separate *Performance Bond* or Irrevocable Letter of Credit, in an amount determined by the *Plan Commission*, guaranteeing completion of the deferred *Improvements* or installations upon demand by the Town of Plainfield.

H. Approval of Construction Plans

No construction of any *Improvement*, installation or *Lot Improvement* within a *Subdivision* required by this Ordinance, the *Plan Commission* or any other applicable ordinance of the Town of Plainfield shall commence prior to the approval of construction plans by the *Town Engineer*.