

## SIDEWALK INSTALLATION AGREEMENT

AGREEMENT RELATING TO THE COMPLETION OF SIDEWALK IMPROVEMENTS  
IN \_\_\_\_\_ SUBDIVISION.

THIS SIDEWALK INSTALLATION AGREEMENT, (hereinafter called AGREEMENT), entered into as of this \_\_\_ day of \_\_\_\_\_, by and between the CITY OF GILLETTE, WYOMING, (hereinafter called CITY), and \_\_\_\_\_, hereinafter called SUBDIVIDER).

### WITNESSETH:

- 1) That the SUBDIVIDER has submitted to the CITY for approval, an application for a subdivision and a subdivision plat of the \_\_\_\_\_ Subdivision, (hereinafter called SUBDIVISION); and
- 2) That all sidewalks shall be installed along all street frontages of each lot in all residential zoned subdivisions. The City of Gillette Subdivision Regulations, (hereinafter called REGULATIONS), require that sidewalks be installed by the builder and any remaining sidewalk improvements be completed by the SUBDIVIDER within a specified time period. The SUBDIVIDER is responsible for installing all unfinished sidewalks in a residential subdivision two (2) years from the date of final acceptance of subdivision improvements by City Council. The SUBDIVIDER is required to either construct the remaining sidewalks in their entirety or post an adequate financial guarantee for 50% of the sidewalks that are remaining prior to receiving final acceptance of subdivision improvements by the City Council; and
- 3) That the SUBDIVIDER is required by the REGULATIONS to install or guarantee the installation of all sidewalks, according to plans and specifications approved by the City Engineer. All sidewalks shall be completed by the SUBDIVIDER within two (2) years after final acceptance of subdivision improvements by the City Council; and
- 4) That Certificates of Occupancy may not be issued until sidewalks are installed and inspected according to City Standards except as expressly permitted by the City Engineer; and
- 5) If the SUBDIVIDER elects to forego the installation of the sidewalks with the completion of other required subdivision improvements, a financial guarantee shall be provided to the CITY. The amount of the guarantee is based on an estimate made by the City Engineer and is to be an amount not less than fifty percent (50%) of the estimated cost of all remaining sidewalks, provided to the CITY prior to final acceptance of subdivision improvements by the City Council. This AGREEMENT shall accompany the required financial guarantee submitted

by the SUBDIVIDER, to the CITY, prior to the SUBDIVISION being scheduled with the City Council for final acceptance of subdivision improvements; and

- 6) That the SUBDIVIDER has furnished to the CITY a guarantee of the proper installation of remaining sidewalks. The financial guarantee shall be acceptable to the City Attorney and the amount shall be approved by the City Engineer.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. All costs of remaining sidewalks at the time of acceptance of subdivision improvements by the City Council shall be reflected in the SIDEWALK COST ESTIMATE, attached hereto and incorporated herein by this reference, and being a list of the required sidewalk improvements and Engineer's estimate of construction costs, as approved by the City Engineer, shall be constructed and completed by the SUBDIVIDER, according to the plans and specifications reviewed and approved by the City Engineer.
2. All subdivision improvements designated on the SIDEWALK COST ESTIMATE shall be installed, constructed and completed by the SUBDIVIDER within twenty-four (24) months from the date of acceptance of subdivision improvements by City Council, on \_\_\_\_\_. The completion date shall be \_\_\_\_\_. The final guarantee shall be valid for a period of sixty (60) days after the above reference date for completion. All construction shall be performed in a good and workmanlike manner, in accordance with applicable City, County and State standards, rules and regulations governing such construction.
3. The SUBDIVIDER shall inform the City Engineer as to the progress of construction, and shall give written notice to the City Engineer of completion of the required sidewalk improvements or categories thereof, and shall cooperate in the reasonable inspection of the improvements by the City Engineer.
4. Within ten (10) business days after receipt of the above notice of completion, the City Engineer shall inspect the sidewalk installation to which notice of completion applies, and within ten (10) business days after receipt give the SUBDIVIDER either notice of approval or denial and corrective action required. Upon receipt of a notice of approval by the City Engineer, the financial guarantee may be released back to the SUBDIVIDER. In the event of denial by the City Engineer, the SUBDIVIDER shall correct all deficiencies and notify the City Engineer when all stated deficiencies are completed. Upon inspection and approval, the financial guarantee may be released by City Staff.
5. The estimated cost of completing the required sidewalk improvements is agreed to be that set forth on the SIDEWALK COST ESTIMATE. The required financial guarantee is in the amount of \$\_\_\_\_\_, which is 50% of the total amount of remaining sidewalks and is to guarantee that the funds are available for the installation of all required remaining sidewalks as described in the SIDEWALK COST ESTIMATE. Upon completion of all work and inspections and approval by the City Engineer, this AGREEMENT shall become null and void and



