

LANDSCAPING INSTALLATION AGREEMENT

AGREEMENT RELATING TO THE COMPLETION OF LANDSCAPING IMPROVEMENTS IN THE _____ DEVELOPMENT.

THIS AGREEMENT, entered into as of this ____ day of _____ 20____, by and between the CITY OF GILLETTE, WYOMING, (hereinafter called CITY), and _____, (hereinafter called DEVELOPER).

WITNESSETH:

- 1) That the DEVELOPER has submitted to the CITY for approval, an application for a Commercial Development Project described as _____, (hereinafter called PROJECT); with a street address of _____; and
- 2) That certain landscaping improvements are required by the City of Gillette Zoning Ordinance, (hereinafter called REGULATIONS), to be installed by the DEVELOPER; and
- 3) That the DEVELOPER is required by the REGULATIONS to install or guarantee the installation of all required landscaping improvements, according to plans and specifications submitted for approval by the City Parks Superintendent or the City of Gillette Parks and Beautification Board, prior to the issuance of a Building Permit; and
- 4) That a Certificate of Occupancy may not be issued until the installation of the landscaping improvements have been guaranteed financially by the DEVELOPER; and
- 5) That the amount of the guarantee is based on a bona fide contract to install the landscaping and is an amount not less than one hundred fifty percent (150%) of the estimated cost of all required landscape improvements to be installed and approved; and
- 6) That the DEVELOPER has furnished to the CITY a guarantee of the proper installation of landscape improvements in the following form: performance bond, certificate of deposit, an Irrevocable Letter of Credit, in the amount of _____ (\$_____). That the expiration date of the guarantee is not less than twelve (12) months after the effective date of the Certificate of Occupancy, as specified herein. Other types

LANDSCAPING INSTALLATION AGREEMENT

Page 2

of Financial Guarantees approved by the City Attorney may be provided in-lieu of the guarantees mentioned above.

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

1. All landscaping improvements designated on Addendum "A" to this AGREEMENT, attached hereto and incorporated herein by this reference, and being a list of the required landscaping improvements and construction costs, as approved by the Parks Superintendent, shall be constructed and completed by the DEVELOPER, according to plans and specifications prepared by _____, and submitted and approved by the Parks Superintendent and/or City of Gillette Parks and Beautification Board.
2. All landscaping improvements designated on Addendum "A" shall be installed, constructed and completed by the DEVELOPER within twelve (12) months from the effective date of the Certificate of Occupancy. The completion date shall be _____. 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 DEVELOPER shall inform the Parks Superintendent at least once a month as to the progress of construction, shall give written notice to the Parks Superintendent of completion of the landscaping improvements or categories thereof and shall cooperate in the reasonable inspection of the improvements by the Parks Superintendent.
4. Within five (5) business days after receipt of the above notice of completion, the Parks Superintendent shall inspect the landscaping improvements to which notice of completion applies, and within five (5) business days after receipt, give the DEVELOPER either written notice of approval or denial and corrective action required. Upon completion of any required corrective action, notice, inspection and approval or denial shall be required in like manner as cited above. Upon receipt of a notice of approval by the Parks Superintendent, the DEVELOPER shall provide the CITY with a MAINTENANCE AGREEMENT, assuring the satisfactory performance of the landscaping improvements for a period of not less than three (3) years from the date of the approval of the installation.
5. The estimated cost of constructing the landscaping improvements is agreed to be that set forth on Addendum "A". The financial guarantee in the amount of _____ (\$_____) is to guarantee that the funds are available for the completion of all landscaping improvements described in Addendum "A". Upon completion of all landscaping improvements, approval of the landscaping improvements by the Parks Superintendent, receipt by the City of the required Maintenance Agreement and financial guarantee, this AGREEMENT shall become null and void and of no force and effect, in which event the financial guarantee for the installation of the landscape improvements

LANDSCAPING INSTALLATION AGREEMENT

Page 3

shall be returned to the DEVELOPER. If the improvements are not completed and approved on or before the end of the AGREEMENT period, then the CITY shall obtain funds from the financial guarantee to complete the described improvements and to recover the cost thereof, including administrative costs incurred as a result of the failure of timely completion. In the event the amount of the financial guarantee is not sufficient to complete the improvements as designated in Addendum "A" to the approval of the Parks Superintendent, then the DEVELOPER shall be liable for any such insufficiency. In the event the CITY does bring legal action to enforce such liability, then it shall be entitled to all its costs of suit and reasonable attorney fees. The liability of the institution issuing an Irrevocable Letter of Credit shall not exceed the face amount thereof.

- 6. With this agreement The DEVELOPER grants the CITY permission to enter upon the PROJECT site to cause the installation of the required landscaping if it has not been completed within twelve (12) months of the effective date of the Certificate of Occupancy.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in duplicate, each of which is deemed an original, as of the date first above written.

CITY OF GILLETTE, WYOMING

Parks Superintendent

DEVELOPER:

DEVELOPER NAME & TITLE
Notary Required

STATE OF WYOMING)
) ss.
County of Campbell)

ADDENDUM "A"

Summary and Engineer's Estimate of Costs of Required Landscaping Improvements for the _____ Development, as approved by the City Parks Superintendent.

IMPROVEMENTS	ESTIMATED COSTS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PREPARED BY: _____ Date

APPROVED BY: _____ Date
Parks Superintendent