

AGREEMENT FOR
DELAYED IMPROVEMENTS

THIS AGREEMENT made and entered into this 15th day of August, 2024 by and between Mark R. Gunnerson, Kimberly K Reaman Trustees (Gunnerson-Reaman Trust Dated 7/27/23), whose address is 261 N Cedar St. hereinafter referred to as "Subdivider", and the CITY OF LARAMIE, ALBANY COUNTY, WYOMING, a municipal corporation, hereinafter referred to as "City";

WITNESSETH:

WHEREAS, the Subdivider and the City entered into a Subdivision Agreement on the 13th day of August 2024; and

WHEREAS, said Subdivision Agreement required certain improvements to be built on the following described property:

LARAMIE RVR L 16A Addition to the City of Laramie, Albany County, Wyoming (the premises); and

WHEREAS, Subdivider desires to delay construction of certain improvements, located in Section 6, Township 15 North, Range 73 West of the 6th P.M., Albany County, Wyoming, until requested by the City; and

WHEREAS, it is the desire of both parties to enter into this Agreement for Delayed Improvements;

NOW, THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, do hereby agree as follows:

I. Upon delivery of a written notice by City to Subdivider, Subdivider agrees to submit plans and specifications for and construct at its cost and expense according to a time schedule to be determined in the sole discretion of the City Council the following improvements to the premises in accordance with the plans approved by the City Engineer:

A. STREETS: Riverside Drive adjacent to said parcel (LARAMIE RVR L 16A) shall be built to grade with approved sub-base and base course.

1. A street design plan shall be submitted to the City Engineer for approval. Plans shall show the alignment, elevation, grade, and profile of all street sections being constructed within dedicated street rights-of-way. Construction of streets and related improvements shall be in accordance with applicable portions of the current edition of the City of Laramie Standard Specifications adopted by the City of Laramie, City of Laramie Standard Drawings, and the Laramie Municipal Code.
2. All streets shall be built to grade with approved sub-base, base course, surfacing, and surface sealing.
 - a. The depth of sub-base and base shall be as approved by the City Engineer. Material tests shall be made and submitted to the City Engineer by a testing laboratory acceptable to the City Engineer.
 - b. The asphaltic surface and surface sealing for streets shall be in accordance with the applicable portions of the Wyoming Public Works Standard Specifications and City of Laramie Standards. A specific mix design shall be provided to the City Engineer for approval prior to beginning work. A seal coat shall be provided when determined necessary in the sole opinion of the City Engineer.
3. Concrete sidewalk and curb and gutter shall be constructed on all sides of blocks being platted.
4. Driveways shall be constructed and located as approved by the City Engineer.
5. Surface Drainage plans showing the routing of surface water, all storm drain structure

locations, and construction details of said storm drains shall be submitted to the City Engineer for approval.

6. The improvements may not be limited to just curb, gutter, and sidewalk depending on a future roadway design. The improvements will be determined by a future roadway design which may include drainage and roadway improvements as well as the curb, gutter, and sidewalk installation--install curb & gutter (roll-over), placement of base and sub-base material beneath flatwork (curb and gutter only), install concrete flatwork (6 in), placement of base and sub-base material beneath flatwork (6 in.) (flatwork only).

II. Subdivider agrees to notify the City Engineer of the date and the hour work on any of the following items is expected to begin, notification to be not less than twenty-four (24) hours in advance of the time work is anticipated to start, and if thereafter conditions develop to delay the start of work, Subdivider agrees to notify the City Engineer of the delay not less than two (2) hours before work is scheduled to begin:

- A. Laying of sewer main and service lines;
- B. Backfilling of sewer main and service lines;
- C. Laying of water main and service lines;
- D. Backfilling of water main and service lines;
- E. Placing of concrete for curb, gutter, sidewalk, valley gutters, storm drain structures and manholes;
- F. Placing of sub-base material;
- G. Placing of base course;
- H. Priming of base course;
- I. Placing of A.C. surfacing;
- J. Sealing pavements.

III. It is understood and agreed should Subdivider suspend work on any item longer than overnight (except during Saturdays and Sundays) a new notification shall be made to the City Engineer before work may begin anew on any items requiring inspection. City agrees to provide an inspector on the site within twenty-four (24) hours (except during Saturdays and Sundays) after proper notification.

IV. It is understood and agreed whenever the City Engineer, or his duly authorized representative, inspects portions of the work as mentioned hereinbefore and finds the work performed to be a satisfactory condition for inclusion in the completed project, the City Engineer or his duly authorized representative shall issue a statement of inspection which shall permit the Subdivider to perform the next phase of the construction. Ordinarily not less than one continuous block of any one of the items of work mentioned will be approved. Inspection and approval of any item of work shall not forfeit the right of the City to require the correction of faulty workmanship or materials. City will inspect completed work within twenty-four (24) hours after proper notification (excluding Saturdays and Sundays).

V. Subdivider agrees to provide for any necessary adjustment or alteration to existing utilities because of the work required by this Agreement, without cost to the City.

VI. Subdivider agrees to furnish to the City Engineer, upon completion of all the improvements within public ways or rights-of-way required hereby, a map on which is accurately indicated by lettered dimensions, the location of all manholes, the location, size and depth of all sewer mains, laterals and wyes for the connection of service lines, and size, depth, and location of all water lines, valves, service lines and fire hydrants, the location, grade and specific construction section for all streets.

VII. Subdivider agrees that all improvements shall be made in accordance with the general regulations, applicable Standards and Specifications and Ordinances of the said City and that Subdivider shall not be released of its obligation hereunder until all street plans and profiles, typical street sections, sewer plans and profiles, and all other such plans and specifications as may be required have been submitted to and approved by the City Engineer.

VIII. City shall have the right to require the correction by the Subdivider at any time before release of the security required herein, of any item, or items, to be installed under this Agreement which do not conform to City Standards, Specifications or Ordinances, except for such item or items as may have been approved by the City Engineer, whether in the plans or otherwise noted.

IX. If the Subdivider fails to complete any of the required improvements that it undertakes, either individually or in cooperation with other abutting property owners, within the period or in the manner

specified, City may at its sole option, proceed to complete said improvements at the expense of the Subdivider and as a charge against its security as hereinafter provided.

X. Subdivider agrees to execute a surety and performance bond or to provide such other security for performance as is approved by the City Attorney; or to deposit in favor of the City, funds in escrow in the amount of \$10,941.89 which is equal to 125% of the cost of required improvements as estimated by the City Engineer—see attachment A.

- A. The condition of the security is that Subdivider shall complete the improvements within the period specified in this Agreement. If Subdivider fails to complete the improvements as required in this Agreement, the City may at its option use the security to pay for completion of required improvements, either using its own forces or independent contractors selected by the City.
- B. If the City takes action to participate in any improvements required by this Agreement, Subdivider is entitled to make application for the release of the security to the extent of 100% of the cost of the City's participation as estimated by the City Engineer.
- C. Upon completion of any phase of the required improvements, Subdivider may apply for the release of the security in proportion to the relationship between the completed and approved work and the total of required improvements. Any such release of security is limited to 100% of the City Engineer's original estimate of the cost of the completed and approved improvements. An application for the release of security upon completion of any improvements shall not be granted unless accompanied by the written certificate of the City Engineer, stating that all requirements of the completed portions have been satisfactorily completed in accordance with the terms of this Agreement.
- D. The provider of any security for the performance of this Agreement must agree that the security shall remain in effect in the unreleased amount until all improvements required by this Agreement are accepted by the City. The period within which improvements must be completed may be extended by the City from time to time, by City Council action or otherwise, without notice to the provider of the security, and any such extension or extensions shall not relieve the provider of its obligation.

XI. Subdivider may request reimbursement for improvements as provided in the Laramie Municipal Code. The Subdivider's right to reimbursement shall terminate not later than fifteen (15) years from date of completion of the specific improvements for which reimbursement is sought.

- A. Requests for City participation in collector or arterial streets shall be made in accordance with Section 16.24.020.
- B. Request for reimbursement for off-site improvements benefiting other properties shall be made in accordance with Section 16.24.080, Section 16.24.120, Section 16.24.130 and Section 13.32.100.
- C. The City Water Utility shall reimburse the Subdivider for oversized water mains, as provided in Section 13.16.030, in accordance with the water extension contract as provided for in Sections 16.24.090 and 16.24.100.
- D. The City shall reimburse the Subdivider for oversized sanitary sewer mains as provided in Section 13.32.060, in accordance with Section 13.32.070 and 13.32.080.

XII. Subdivider shall be responsible for the care and maintenance of all improvements until completion and final acceptance by City. During moving in, construction, and moving off, Subdivider shall keep the site free and clean from dangerous accumulation of rubbish and debris, and shall maintain sufficient and proper barricades, lights, etc., for the protection of the public. Final acceptance of the improvements will not be made by City until the area falling under this Agreement and adjacent property has been cleared of all rubbish, surplus materials and equipment resulting from the Contractor's operations, to the satisfaction of the City Engineer.

XIII. Subdivider agrees that if, after final acceptance and prior to the expiration of one year after the date of final acceptance, defective work is discovered in the completed project, Subdivider shall promptly and without cost to City, in accordance with City's written instructions, either correct such defective work, or, if it has been rejected by City, remove it from the site and replace it with non-defective work. If Subdivider fails to promptly comply with the terms of such instruction, City may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for professional services, shall be paid by Subdivider. The costs,

SUBDIVIDER:

X: _____

By: Mark R. Gunnerson, Trustee (Gunnerson-Reaman Trust Dated 7/27/23)

X: _____

By: Kimberly K Reaman Trustee (Gunnerson-Reaman Trust Dated 7/27/23)

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument, Agreement for Delayed Improvements, was acknowledged before me on this ____ day of _____, 2024 by Mark R Gunnerson, Trustee of the Gunnerson-Reaman Trust.

Witness my hand and official seal.

Notary Public

My commission expires:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument, Agreement for Delayed Improvements, was acknowledged before me on this ____ day of _____, 2024 by Kimberly K Reaman, Trustee of the Gunnerson-Reaman Trust.

Witness my hand and official seal.

Notary Public

My commission expires: