

**CITY OF MILLS / BUFFALO DEVELOPMENT, LLC  
SUBDIVISION AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between the City of Mills, Wyoming, a Municipal Corporation, 704 Fourth Street, Mills, Wyoming, 82644, hereinafter designated as “City”, and, Buffalo Development, LLC, at 421 South Center Street, Suite 101, Casper, Wyoming 82601 hereafter designated as “Owner”.

WITNESSETH

WHEREAS, Owner vacated and replatted approximately 22.52 acres inclusive of the Buffalo Addition and Sage Addition, Lot 4 as the Buffalo Meadows Addition to the City of Mills, Wyoming, being a portion of the SE1/4NW1/4 and the sw1/4NE1/4 Section 12, T33N., R80W., 6th P.M., Natrona County, Wyoming; and

WHEREAS, a plat of said Buffalo Meadows Addition has been prepared by the Owner and approved by the City of Mills, and shall be signed and recorded at the Natrona County Clerk’s Office concurrently with this agreement;

WHEREAS, the final plat has been submitted in accordance with City requirements, which dedicates roadway rights-of-way to the City as public rights-of-way which is designated Exhibit “A” and is hereby made a part of this agreement; and

WHEREAS, a copy of said subdivision plat as detailed on Exhibit “A” dated \_\_\_\_\_, titled BUFFALO MEADOWS ADDITION - TO THE TOWN OF MILLS which is to this Subdivision Agreement as is Resolution # 2021-8 is attached hereto as Exhibit “B”, and is hereby incorporated by reference at this point as if fully set forth; and

NOW, THEREFORE, the parties hereto agree as follows:

**I. EXPLICIT CONDITIONS**

Upon demand of the City Council, the Owner, its heirs, successors or assigns, at their sole cost and expense, shall do or cause to be done the following:

**1.1 Surveying:**

A. Set all subdivision corners and 1/16th corners with 2” brass caps. These caps shall be set in concrete and shall show the number of the corner, elevation of the corner, identifying initial of the surveyor or company making survey and the license number of the surveyor making the survey or certifying the survey. 1/16th corners shall be properly marked and verified as to the location, true elevation and referenced, if subject to destruction.

B. Block and lot corners, points of tangency (PT’s) and points of curve (PC’s) of all curves shall, at minimum, be marked by ½” by 18” rebar with a 2” aluminum cap driven flush with the ground surface. Points of intersection (PI’s) and points of return (POR’s) of all blocks and the PT’s and PC’s of all curves shall be witnessed by an iron pin after construction. Block and lot corners shall be marked after initial dirt moving work has been completed so that duplicate marking of block and lot corners will not be necessary. Said markers shall be in place for final inspection by the City upon completion of the construction of curb and gutter.

C. A record of all elevation data for the Addition and 1/16th corners shall be submitted to the City prior to the issuance of any building permit.

D. A digital copy of the final subdivision plat shall be provided to the City and Natrona County per Natrona County GIS submittal requirements.

1.2 Construction Sequence:

Main water lines, sewer lines, storm sewers, and roadways shall be constructed in an orderly sequence as the addition is developed and built upon, weather conditions permitting, so that there will be no gaps left in street paving, curbs, gutters and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the trenches thereof properly backfilled and compacted in accordance with City requirements. The Owner shall receive the approval from the Public Works Director, City Engineer or designated authority for any and all phases of construction. The construction shall be completed in accordance with City approved plans.

Owner shall provide, through his/her engineer, all completion documents concerning the subdivision construction, including but not limited to: as-constructed drawings; Certificates of Completion, and completed “punch list” items as accepted by the Public Works Director and City Engineer, prior to issuance of Certificate of Occupancy for any building in the Addition.

1.3 Certification of Construction; Repair Obligations:

A. All improvements shall be designed and inspected by a Wyoming registered Professional Engineer, who shall certify that the improvements, including curbs, gutter, paving, utility systems, storm sewers, street lighting, street signs, etc., have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.

B. The Owner shall maintain, repair, and replace, if necessary, all the improvements for a period of eighteen (18) months from the date the certification is approved. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept the construction thereof in writing and thereafter maintain said streets dedicated to the public. In the event the Owner fails to maintain, repair, or replace said improvements, the City may, at its option, maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

C. Streets, sidewalks, curbs, and gutters shall be constructed in accordance with the City of Mills Subdivision Standards, 1993 AASHTO Manual “Guide for the Design of Pavement Structures” or an equal standard approved by the City Engineer. The Owner or its assignees shall maintain adjacent sidewalks and shall replace any sidewalks, curb and gutters, or curbside that was broken during construction. Prior to any lot sales, the Owner shall so advise its purchasers of the obligation of maintenance.

1.4 Construction of Streets:

A. Buffalo Meadows Way (50-foot ROW) and Shale Circle will be classified as local streets with a 30-foot paving width, and 7.5-foot curbside on both sides, with a minimum paving section of four inches’ thick asphalt over a six-inch-thick base. Owner shall have the pavement section designed by a

licensed professional engineer based on the existing soil types and the proposed traffic loading. The pavement section design shall be provided to the City for review and approval prior to construction.

B. Owner shall have water and sewer improvements designed and certified by a professional engineer and submit the design to the City of Mills and Wyoming Department of Environmental Quality (WDEQ) for approval prior to submitting them to Mills. Owner shall install, at a minimum, 8-inch water lines and 8-inch gravity sewer lines, in accordance with the approved plans. The Owner shall also prepare and submit to the City and the WDEQ, water and sewer capacity studies to determine the minimum pipe size required to meet the demands of the development.

C. The Owner shall certify that the roadways, water and sewer mains, hydrants, and all appurtenances dedicated to the public have been constructed in accordance with all City Ordinances and this Agreement. Owner shall maintain the same for a period of 18 months from the date of certificate for any improvements at which time the City shall accept the construction thereof, in writing, and thereafter maintain said roadways and water and sewer facilities dedicated to the public.

D. Roadways shall be constructed in accordance with the specifications set forth in the City of Mills Subdivision Regulations.

#### 1.5 Drainage:

The Owner shall provide to the City a complete grading plan along with a computation of runoff and how the Owner proposes to control said runoff. The plans shall be submitted to the City and approved by the City Engineer prior to the issuance of building permits. In addition, the Owner shall provide the City with copies of a Stormwater Pollution Prevention Plan.

Before commencing any earthwork, the Owner shall submit, and have approved by the City Engineer, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area.

#### 1.6 Storm Sewer Requirements:

A. All storm sewer lines, trunk lines, laterals, catch basins and manholes shall be designed and installed to the design criteria established by the City.

B. All public storm sewers, as shown on the plans and specifications and specified herein, shall be installed in accordance with the design and construction requirements established by the City.

C. The Owner shall certify, in writing, that the storm sewer systems and manholes have been constructed in accordance with the specifications of the City. The Owner shall maintain storm sewer until it has been accepted by the City, in writing, not to exceed 18 months after the date of the certificate of compliance.

#### 1.7 Water and Sewer:

A. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the subdivision, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement of such that are damaged or destroyed, to the satisfaction of the City. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost.

The Owner shall adjust said valve and curb boxes to finished grade at the time the paving work is completed in the Addition.

B. All public water lines, mains, sanitary sewer lines, and manholes as shown on the plans and specifications approved by WDEQ and specified herein, shall be installed in accordance with the design and construction requirements established by the City.

C. The Owner shall construct the necessary water lines up to and through the subdivision. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City.

D. The Owner, at its cost, shall install water service lines in accordance with City specifications, through the 15-foot easement at the front of lots in the subdivision.

E. The Owner shall construct the necessary sewer lines to and through the subdivision. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City.

F. The Owner, at its own cost, shall install sewer service lines, in accordance with the City's specifications, through the 15-foot easement at the front of lots in the subdivision.

G. The Owner shall protect manhole covers and rings from damage in the course of constructing the line and shall be solely responsible for repair or replacement to the City's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade and install concrete diamonds around the manholes. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said subdivision by the Owner, and said obligation shall continue until the sewer line and the system within the subdivision is accepted by the City's representatives; provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed in the event of damage by reason of future sewer construction within said subdivision.

H. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Mills relating to water and sewer service; and all other state and federal laws, rules, and regulations including but not limited to all provision of the Federal Pretreatment Regulations (40 CFR, Part 403) and all City ordinances relating to industrial pretreatment.

1.8 Easements:

Fifteen-foot-wide utility easements shall be required along each front lot line, along with any approved access/drainage/utility easements as shown on Exhibit "A."

1.9 Street and Traffic Signs and Controls:

Street signs shall have a green background and white letters and be erected in accordance with Section 2D-38 of the Manual of Uniform Traffic Control Devices for Streets and Highways. Owner shall be responsible for furnishing and installing all street and traffic signs and controls as determined by the City to be necessary.

1.10 Underground Utilities and Street Lights:

All new utilities shall be placed underground. The Owner shall work with Rocky Mountain Power to install 100-watt light-emitting diode LED streetlights on wood poles at the locations determined by the City. Upon acceptance of the work, the City will pay the monthly charges to Rocky Mountain Power for the lights.

1.11 Soils Analysis:

The Owner shall provide the City Engineer with a soils analysis concurrent with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot at the sole discretion of the Building Inspector and Code Enforcement. Test results, soil analysis and foundation designs shall be submitted to the Building Inspector and Code Enforcement, or their designee, for approval. Approval of the construction plans is required before a building permit will be issued.

1.12 Grading, Drainage and Soils Erosion:

Owner will provide a drainage plan, grading plan and soils erosion control plan to the City prior to any grading on the site.

1.13 Issuance of Building Permits:

The City shall issue building permits at such point in time as underground utilities are in place and a road base is placed at grade and approved by the City. Owner shall have the top of the foundation footings surveyed and set at the appropriate height above the to-be-established level of the back of walk if a walk is not in place.

1.14 Issuance of Occupancy Permits:

A. Prior to the issuance of occupancy permits by the City, the Owner shall do the following:

B. Substantial completion of all improvements as spelled out in lines 1.1 through 1.10.

1.15 Compliance with City Codes and Ordinances:

The Owner shall comply with all applicable City codes and ordinances.

1.16 Surety Required:

The Owner shall provide financial surety for construction and for the warranty period as described below.

A. Performance Bond.

i. The Owner may post a performance bond, at the time of application for final subdivision approval by the Governing Body, in an amount estimated by the City Engineer as sufficient to secure to the City the satisfactory construction, installation, and dedications of the uncompleted portion of required improvements. The performance bond shall also secure all lot improvements on the individual lots of the subdivision as required in these regulations.

ii. Such performance bond shall comply with all statutory requirements and shall be satisfactory to the City Attorney as to form, sufficiency, and manner of execution as set forth in these regulations. The

period within which required improvements must be completed shall be specified by the Governing Body in the resolution approving the final subdivision plat and shall be incorporated in the bond and shall not in any event exceed two years from date of final approval.

iii. Such bond shall be approved by the City Council as to amount and surety and conditions satisfactory to the Governing Body. The Governing Body may, upon proof of difficulty, extend the completion date set forth in such bond for a maximum period of one additional year. The Governing Body may at any time during the period of such bond, accept a substitution of principal or sureties on the bond upon recommendation of the City Attorney and City Engineer.

B. Temporary Improvement. The Owner shall build and pay for all costs of temporary improvements required by the Governing Body and shall maintain same for the period specified by the Governing Body. Prior to construction of any temporary facility or improvement, the developer shall file with the Governing Body a separate suitable bond for temporary facilities, which bond shall ensure that the temporary facilities will be properly constructed, maintained, and removed.

C. Irrevocable Letter of Credit. Subject to the approval of the Governing Body, the subdivider shall provide an irrevocable letter of credit from the bank or other reputable institution or individual. This letter shall be deposited with the Governing Body and shall certify the following:

i. That the creditor guarantees funds in amount equal to the cost, as estimated by the City Engineer and approved by the Governing Body, of completing all required improvements.

ii. That if the Owner fails to complete the specified improvements within the required period, the creditor will pay to the City of Mills immediately, and without further action, such funds as are necessary to finance the completion of those improvements, up to the limit of credit stated in the letter.

iii. That this irrevocable letter of credit may not be withdrawn or reduced in amount until released by the Governing Body.

D. A project may be constructed without financial security as otherwise required herein provided that the Owner/Subdivider submits to the City, a bonded agreement between the Owner and its contractor bonded by a Wyoming-licensed bonding company to complete the work covered by a permit to construct as outlined in the Subdivision Agreement. No permits will be issued for construction of buildings or foundations in the development until the improvements have been completed.

E. In the event the Owner elects to construct a project without a bonded agreement between them as set forth above, the Owner/Subdivider shall provide a written affidavit to the City stating that no sales of real property within the subdivision will be closed until after a letter of completion is issued by the City and the warranty period has begun. No permits will be issued by the City for construction of foundations in the development until a letter of completion is issued by the City and the warranty period has begun. Prior to the issuance of a letter of completion and the commencement of the warranty period, should the Owner desire to sell lots and have building or foundation permits issued within the project, the Owner shall provide: (1) financial security in a form as stated

above in an amount that will cover the estimated cost of the remaining public improvements to be constructed for all or a phase of the subdivision as approved by the City Council; or (2) a bonded agreement between the Owner and the contractor.

## II. OBLIGATIONS OF THE CITY:

2.1 The City will assume the obligation as to the maintenance and repair of all streets within said subdivision upon compliance with the terms of this agreement and acceptance of the same in writing by the City.

2.2 The City shall provide all City services that are available to all incorporated additions to the City.

2.3 The City shall furnish water and sewer service to said addition under such terms and upon such conditions as have been agreed upon by the parties.

2.4 The City will assume the obligation as to the maintenance and repair of all water and sewer mains, and fire hydrants within said subdivision upon compliance with the terms of this agreement.

2.5 The City shall issue a building permit pursuant to the Mills Municipal Code, under the terms of this agreement and upon performance by the Owner and Applicant of the conditions set forth above. And no Residential Certificate of Occupancies will be issued until all nine explicit conditions {except the landscaping (weather permitting) } are completed and inspected by the City Building Official or his representative in accordance with the Mills' Municipal Code.

## II. REMEDIES

In the event the Owner and Applicant fail to do, or fail to cause to be done, any of the requirements set forth in this contract the City may at its option, do any or all of the following:

- A. Refuse to issue a building permit or Certificate of Occupancy to the Owner and Applicant, its successors, or assigns in interest.
- B. After written notice to Owner and Applicant of those items which have not been completed or properly completed, and upon failure to cure the same by Owner and Applicant within a reasonable period of time, the City may complete any and all of the public improvements required by this contract, by itself, or by contracting with a third party to do the same. In the event the City elects to complete said improvements or contracts with the third party to do so, the Owner and Applicant agree to pay any and all costs resulting therefrom upon demand by the City.
- C. The remedies provided in this section are in addition to any other remedies specifically provided for in this Agreement, the property lease agreement, or which the City may otherwise have a law or in equity and are not a limitation on the same. The Owner and Applicant further agree to pay all the City's reasonable attorney's fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this agreement in a court of law. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

## III. CERTIFICATION OF AUTHORITY

Lisa Burridge, Member of Buffalo Development, LLC, Applicant, the undersigned, hereby state and certify that she has full authority to bind and obligate said Owner and Applicant to each and every term and provision of this agreement.

IV. MISCELLANEOUS AGREEMENTS:

- A. This agreement shall be binding upon and shall inure to the benefits of all parties hereto, their successors, and assigns.
- B. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming State Statute Section 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- C. Any litigation regarding this agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

APPROVED AS TO FORM:

CITY OF MILLS, WYOMING

A Municipal Corporation

\_\_\_\_\_

Seth Coleman,

Mayor

ATTEST:

\_\_\_\_\_

Christine Trumbull, Mills City Clerk

\_\_\_\_\_

Lisa Burridge,

Member, Buffalo Development, LLC.

ATTEST:

\_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF WYOMING )

) ss.

COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me by Seth Coleman, Mayor, City of Mills, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF WYOMING )

) ss.

COUNTY OF NATRONA )



The foregoing instrument was acknowledged before me by \_\_\_\_\_,  
Lisa Burrige, Applicant / Member of Buffalo Development LLC., this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

**CITY OF MILLS / BUFFALO DEVELOPMENT, LLC**  
**SUBDIVISION AGREEMENT – BUFFALO MEADOWS ADDITION**