AGENDA
CITY OF SHERIDAN
JUNE 8, 2020
STUDY SESSION COUNCIL MEETING START 5:30 P.M.

1. Discussion of Resolution 15-20 Establishing Solid Waste Collection and Disposal Rates - Utilities Director Dan Roberts

2. Discussion of Resolution 14-20 Establishing Utility Rates for Sewer Service - Utilities Director Dan Roberts

3. Sheridan Athletic Association Agreement Discussion - City Attorney Brendon Kerns

4. Discussion of Sheridan Recreation Operation Agreement - City Attorney Brendon Kerns

5. Discussion of Agreement with Sheridan County School District #2 for the Creation of the Sheridan Recreation District - City Attorney Brendon Kerns

6. Discussion of Contract with the County for Funding Impact Sheridan (Formerly known as the Wyoming Technology Business Center) - City Attorney Brendon Kerns

7. Discussion of Vale Subdivision - Community Development Director Wade Sanner

8. Discussion of Resolution #21-20 - FY20 Budget Revision #2 - City Treasurer Karen Burtis

9. Discussion of a Professional Services Contract with Burns & McDonnell for the Final Design and Bidding of the Landfill's T6/T7/T8 Cell Closure - Utilities Director Dan Roberts

10. Discussion of Hidden Bridge Ranch PUD to rezone 18.55 acres from R-1 Residence District and B-1 Business District to a PUD
Planned Unit Development - Community Development Director Wade Sanner

CITY OF SHERIDAN, WYOMING

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Utilities

MEMORANDUM

Project Name:	Discussion of Resolution 15-20 Establishing Solid Waste Collection and Disposal Rates - Utilities Director Dan Roberts
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	
Date:	06/04/2020

Recommendation:

Staff recommends the Mayor and City Council approve Resolution 15-20 establishing and directing the collection of rates, fees, and charges for municipal solid waste and recycling services as defined and authorized by Sections 12-2 and 12-3 of the Sheridan City Code. This Resolution supersedes previous Resolution 35-19 and amends the Master Fee Schedule establishing the same, and would be effective July 1, 2020.

Background:

The City has annually maintained a Solid Waste Enterprise Fund financial plan. This plan is reviewed, updated and an analysis of rates and fees conducted every three years.

The Solid Waste Enterprise Fund's financial plan was recently updated in 2019 utilizing industry standard rate analysis and practices. The developed rate model represents a thorough evaluation of present and future fiscal obligations of the Solid Waste Enterprise and determines the revenue requirements and corresponding rate adjustments necessary for the City of Sheridan to effectively operate and maintain its solid waste collection and disposal services long into the future.

The financial plan and rate model demonstrates that increases to residential collection rates, commercial collection rates and landfill tipping (disposal) fees are necessary in order to maintain adequate operating reserve balances while building Capital Replacement Reserve Fund and Closure/Post Closure Fund balances to fund future landfill remediation projects, cell closures and development of new waste disposal cells.

The recommended rate adjustments necessary to meet these fiscal obligations are as follows:

Fiscal Year

Rate Type	2021	2022	2023	2024
Residential Collection	2.95%	2.95%	2.95%	2.95%
Commercial Collection	2.95%	2.95%	2.95%	2.95%
Landfill	2.95%	2.95%	2.95%	2.95%

The fiscal obligations identified and used in developing these projected rate adjustments are based on many factors involving revenue projections, grant and loan proceeds, O & M expenses, reserve fund balance requirements (operating, closure/post closure, and capital reserves) and necessary capital expenditures. As such, these factors must be evaluated and adjusted/truthed annually in order to confirm rate adjustments projected for future years (years beyond next FY) before being presented to the City Council for formal approval through resolution.

Resolution 15-20 establishes solid waste rates, fees and charges reflecting only the recommended increases for FY2021. A summary of the impact of the recommended adjustments on some typical rate types is as follows:

Rate Type	Current Rate	Proposed FY 2021	$ Increase	% Increase
Residential Collection ($/mo.)	$20.33	$20.93	$0.60/mo	2.95%
Commercial Collection ($/mo.) basic 2-yd. container, once per week collection	$91.32	$94.01	$2.69/mo	2.95%
Landfill Tipping Feee ($/ton)	$112.50	$115.82	$3.32/ton	2.95%

Resolution 15-20 is presented for the Mayor and City Council's consideration. If approved, the new rates would go into effect on July 1, 2020.

Attachments

Resolution 15-20

RESOLUTION 15-20

SOLID WASTE COLLECTION AND DISPOSAL RATES

A Resolution establishing and directing the levy, charge and collection of service fees for the supervision and removal of garbage or refuse as defined and authorized by Section 12-2 and 12-3, of the Sheridan City Code, and for the collection and marketing of recyclable material collected by the City of Sheridan Solid Waste Division (CSSWD). This Resolution supersedes Resolution 35-19 and amends the Master Fee Schedule. The effective date of this Resolution is July 1, 2020, unless otherwise provided within.

WHEREAS, Resolution 35-19 established the City of Sheridan's landfill tipping fees and residential and commercial sanitation collection rates; and

WHEREAS, a Master Fee Schedule reflects the City of Sheridan's landfill tipping fees and residential and commercial sanitation collections rates; and

WHEREAS, Resolution 15-20 shall supersede Resolution 35-19 and amend the Master Fee Schedule; and establish the City of Sheridan's landfill tipping fees and residential and commercial sanitation collection rates.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN HEREBY ESTABLISH:

Section 1:

A. COMMERCIAL: The City of Sheridan will collect and dispose of solid waste six (6) days per week. Routine collections shall be made once per week, per account. Additional Collections within the week may be scheduled and will be charged in accordance with the fees set forth and incorporated in Exhibit "A".

   All refuse must be deposited in approved waste containers provided by the CSSWD. It shall be the duty of every owner, agent, lessee, renter, or purchaser of any building or premises (excluding vacant lots) within the corporate limits, to maintain in good order and clean condition, for the exclusive use of such building or premises any containers provided by the CSSWD.

   If one container is not sufficient to hold the quantity of garbage accumulated between collections, larger or additional container(s) shall be provided by the CSSWD. No such container(s) shall be allowed to overflow, or be so maintained that refuse may be blown or scattered about in any way.

B. RESIDENTIAL: The City of Sheridan will provide a once per week collection for residential customers. All refuse must be bagged and deposited in approved waste containers provided by the CSSWD. In the event a resident requests additional container(s) an additional fee will be assessed as set forth and incorporated in Exhibit "A". Containers must be placed curbside by 6:00 a.m. on the scheduled collection day and removed from the curb within 24 hours after they have been emptied.

Section 2:

Starting July 1, 2020, the following services and fees shall be levied, charged and collected by the City of Sheridan for the supervision and removal of garbage or refuse as defined and authorized by sections 12-2 and 12-3 of the Sheridan City Code, 1959 to wit:

A. PRIVATE HAULERS

   1. Fees are set forth and incorporated in Exhibit "A".

   2. A licensed solid waste hauler may provide collection service under terms and conditions as specified in the license issued by the City.

B. RESIDENTIAL SANITATION, COLLECTION & DISPOSAL

   1. Fees are set forth and incorporated in Exhibit "A".

C. COMMERCIAL SANITATION, COLLECTION & DISPOSAL

1. Fees are set forth and incorporated in Exhibit "A".

2. The following shall apply to Businesses with two (2) cubic yard containers or larger:

   a. Multi container discount: Accounts currently having multiple containers that are two (2) cubic yards or greater in size shall receive a 10% discount off the total monthly sanitation bill.

   b. Businesses shall provide adequate space for four (4) cubic yard containers or larger as needed for refuse and shall provide adequate space for collection vehicles to safely service each container as scheduled. If adequate space cannot be provided due to the physical characteristics (i.e. overhead wires, confined space, or limited access) of existing sites that have been established prior to July 1, 2007; and,

      I. reasonable alternate locations cannot be established, as determined by the Solid Waste Manager, and

      II. in good faith the owner, agent, lessee, renter, or purchaser of any building or establishment or premises has demonstrated willingness to comply, or

      III. demonstrates unreasonable hardship to comply

      may petition the City Solid Waste Manager to use a 2-yard container or less for weekly collection and may qualify for the "Multi container" discount listed in Section 2(C)2 (a) if the container size is two (2) cubic yards.

Accounts without adequate containers with more than five (5) minutes pickup time will be charged per hour based on time accounting by the CSSWD.

3. Businesses with 15-gallon to 32-gallon containers, will be charged a once per week collection, per container fee.

   Additional collections per week will be performed at customer's request and charged a service charge for each additional collection. If it is determined by the Solid Waste Manager that there is not adequate room for a 2-yard container, charges may not exceed those equivalent to 4, 15-gallon to 32-gallon containers.

4. Businesses that share containers or have no containers shall be charged at a base rate per month.

5. Businesses on routes serviced automated containers as follows:

   a. At the discretion of the Solid Waste Manager, Businesses may use a residential container when accessibility, ease of collection, safety of employees, or aesthetics are considered to be within the best interest of the City and the business.

   b. Businesses who share a residential container, once per week collection, per container, per month.

   c. Businesses who have sole use of a residential container, once per week collection, per container, per month.

      Additional collections per week will be performed at customer's request and charged a service charge per additional collection.

   d. Businesses operated from a residence that occupy less than twenty percent (20%) of the square footage of the residence shall be considered incidental to the residence and no additional commercial rate will be assessed to the account.

6. Businesses in the Downtown Sheridan District whose buildings include secondary dwelling units or apartments shall be charged at the appropriate commercial rate. No additional fees shall be assessed for the incidental residential use in these buildings.

7. Seasonal businesses, such as RV Parks, which operate six (6) continuous months during the year, or less, may reduce sanitation rates during non-business season by discontinuing water service or by changing its account to a residential basis.

D. RECYCLING

1. Fees are set forth and incorporated in Exhibit "A".

2. Accounts which have a signed "Recycling Agreement" with the City of Sheridan on file, to recycle cardboard, paper, plastics, and other recyclable materials that are regularly collected by the City of Sheridan Recycling Division,

   I. can provide satisfactory proof of internal recycling within their business, or

   II. can provide proof that their established business produces minimal or no recyclable materials, or

   III. disposes of material that has been deemed unsuitable in quantity and/or quality by the Recycling Department

   May be discounted 20% off the monthly sanitation bill. Violation of the "Recycling Agreement" will remove the discount from the monthly billing.

3. The Sanitation/Recycling Division may from time to time verify that adequate recycling as agreed upon under Section 2(C)2(b) is occurring and that the recycling agreement is in compliance.

4. Businesses with a front-load or rear-load recycling container furnished by the City of Sheridan shall be charged a per month rental fee per container.

5. Businesses with roll-off recycling containers furnished by the City of Sheridan shall be charged a per cubic yard, per month rental fee per container.

E. SPECIAL PICK-UPS

1. Non-scheduled pick-ups will be charged per hour as set forth and incorporated in Exhibit "A".

F. NOTIFICATION OF ACCOUNT CHANGES

1. It shall be the responsibility of each account holder to notify the City of Sheridan Customer Service Division regarding any change in status of a business or building that results in a change in sanitation charges. The City will from time to time confirm charges to accounts based on collection frequency and number and types of containers. Billing adjustments will be made as necessary.

Section 3:

The following rules, regulations, practices and fees shall apply at the City of Sheridan Solid Waste Disposal Facility (SWDF) for the delivery and disposal of municipal solid waste.

A. All waste delivered to the City of Sheridan SWDF will be secured, covered or in a closed container. Materials delivered which are not secured, covered or in a closed container will be assessed a surcharge per load as set forth and incorporated in Exhibit "A".

B. Charge accounts must be established in writing at the landfill office prior to use at the SWDF.

C. The SWDF will be open Monday through Saturday from 7:30 AM to 5:30 PM all year and Sundays from 1:00 PM to 4:00 PM from April 1st through October 31st.

   The SWDF will be closed Sundays from November 1st through March 31st and on the following holidays:

New Years Day	Veteran's Day
President's Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

D. Regulated hazardous materials will not be accepted at the SWDF

E. Salvaging by private individuals is prohibited at the City of Sheridan SWDF.

1. Landfill Reuse Items

    a. In a cooperative effort with nonprofit organizations to reduce, reuse, and recycle usable items that are in good condition (as determined by landfill staff) may be donated by landfill customers to the landfill for resale or reuse and the landfill may sell or donate reusable donated materials to nonprofit organizations for resale or reuse.

    b. Reuse items may be sold or donated at the discretion of the Solid Waste Manager.

Section 4:

Special conditions which apply to all sanitation services provided by the City of Sheridan.

A. Any collection service rendered to a non-resident of the City shall be billed at twice the fee charged a resident of the City for the same type and class of service.

B. When it is requested that City personnel enter upon private property to carry out trash or refuse, any rate established by these schedules shall be increased by 50%.

C. Free use of the SWDF may be granted to those individuals and/or organizations under the following conditions:

1. Any person receiving and paying for regular scheduled sanitation services wishing to deposit unusual trash and refuse at the SWDF without payment of the regular disposal fee shall present proof of residency within the City of Sheridan by providing the following items as a form of ID.

    a. Current City water bill with complete name, address, and account number listed; or

    b. Current gas/electric bill with name and address listed; and

    c. Photo ID (such as Driver's License)

    Any person receiving and paying for regular scheduled sanitation services wishing to deposit unusual trash and refuse at the SWDF without payment of the regular disposal fee shall present proof of residency within the City of Sheridan by providing the following items as a form of ID.

    A database shall be maintained and updated monthly to reflect owner/tenant changes to each address and to track the number of times customers use this service. Customers may use this service a maximum of 6 times per year to dispose of up to 1-ton of unusual trash per visit. This service shall begin January 1st of each year and shall expire on December 31st of each year.

    Residential customers that do not receive either a water bill or a gas/electric bill (such as apartments and trailer courts) may participate in this program if the managers of such facilities sign up for the service by contacting the landfill staff and completing the necessary signup information.

    Unusual refuse and trash is defined as that resulting from seasonal or periodic clean up of the owner's premises, garden trash, lawn, hedge or tree trimmings, discarded furniture, fixtures, appliances, automotive parts, or other articles not ordinarily considered normal household or business waste.

2. An individual or organization, who's unusual trash or refuse comprises more than a single load from a single project during the utility billing period, may solicit and use the current utility billing receipts from other's utility accounts under the following conditions:

    a. There is a demonstrated need and the project enhances the health, safety and welfare of the community;

    b. The project is not for profit and no individuals involved in trash or refuse handling or disposal are paid for these services;

    c. Approval shall be granted for a single project only. No ongoing free use of the SWDF shall be allowed under this provision;

    d. The specific utility accounts to be used in the project shall be identified and provided to City Staff prior to any free disposal. One free use of the SWDF shall be allowed for each billing receipt; and

    e. The project receives approval from the City Council at a regularly scheduled meeting.

3. City Council may, at its discretion, waive all landfill fees for an individual or organization with a demonstrated special need.

4. Persons enjoying the privilege of the free use of the SWDF shall segregate waste in accordance with SWDF guidelines and dispose waste at the direction of SWDF personnel.

5. No free use of the SWDF shall be furnished to any person engaged in a business wherein the disposal of waste, trash or other materials is a requirement or part of the service furnished by said business, except for those materials incorporated into the composting process.

    Examples: Wrecking or salvaging operations, construction trash and debris, dead animal disposal, etc.

6. Free use of the SWDF will be provided during the months of September, October, and November for the disposal of game animals or the remains of game animals.

D. No hazardous materials will be collected by the CSSWD including but not limited to:

1. Waste oil, white goods, vehicles or parts, lawn mowers, motorcycles, scrap metal, toxic liquids, or any regulated materials precluded by regulation to be disposed in the municipal waste stream.

E. Non-automated Residential Areas and Commercial Areas without adequate space, as determined by the Utilities Director:

1. Containers shall be of metal or durable plastic and shall be equipped with close fitting lids or covers to render them wind proof, water proof, and rodent proof. Such containers shall be kept covered at all times and any security necessary to prevent upsetting or pilfering by dogs or other animals shall be provided by the owner.

2. Containers shall not be less than 15-gallons in size and capacity, nor more than 32-gallons in size and capacity, and full weight shall be less than 75 pounds.

EXHIBIT "A"
SOLID WASTE COLLECTION & DISPOSAL RATES AND FEES

PRIVATE HAULERS	
Private Hauler License	$200.00/yr
Sorting & Handling Fee	$42.79/ton

RESIDENTIAL SANITATION, COLLECTION & DISPOSAL	
Single Family Waste Container/Once Per Week Collection	$20.93/mo
Additional Single Family Waste Container/Once Per Week Collection	$9.41/mo
Multi-Family* (per unit) Waste Container/Once Per Week/Each Individual Unit *Apartments and mobile home parks with individual billing account	$20.93/mo
Multi-Family* (entire facility @ 1 collection point) Waste Container/Once Per Week/Collection for 1st Unit; OR Owner may request a Commercial rate as specified below. *Apartments and mobile home parks.	$20.93/mo
Additional Multi-Family (entire facility @ 1 collection point) Waste Container/Once Per Week Collection	$9.41/mo
Roll-Off Containers Initial Delivery Fee Hook Fee Each Time Container Is Emptied Landfill Tipping Fee Container Rental* *If Container is not emptied for a two week period (14 days), a charge shall be applied beginning with the last date of disposal service and continuing until the Container is removed or serviced	 $51.00/container (+) plus $175.00 (+) plus LISTED FEE $7.00/daily
Non-Scheduled Pick-Ups* *One Sanitation Truck and 2 Staff Members	$83.60/hr (min. $40.60)

COMMERCIAL SANITATION, COLLECTION & DISPOSAL
Monthly charge for 2 cubic yard (CY) containers or larger shall be calculated using the following formula: ($10.848 x C x P x 52 week) / 12 Months C = Container size in cubic yards and P = Number of collection times per week (i.e. a 2 CY container picked up 1 time per week will be billed as $10.848 x 2 x 1 x 52 / 12 = $94.016/mo)

Accounts Without Adequate Containers/In Excess of 5 Minutes Pickup Time	$83.52/hr
15-Gallon to 32-Gallon Containers/Once Per Week Collection	$23.74/mo
Shared Containers or, No Containers (Base Rate)	$24.44/mo
Shared 300-Gallon Container, or Residential Container/ Once per Week Collection	$24.44/mo
Sole Use of Residential Automated Container/Once per Week	$48.83/mo/per container
Roll-Off Containers Initial Delivery Fee Hook Fee Each Time Container Is Emptied Landfill Tipping Fee Container Rental* *If Container is not emptied for a two week period (14 days), a charge shall be applied beginning with the last date of disposal service and continuing until the Container is removed or serviced	 $51.00/container (+) plus $175.00 (+) plus LISTED FEE $7.00/daily
Non-Scheduled Pick-Ups* *One Sanitation Truck and 2 Staff Members	$83.60/hr (min. $40.60)

RECYCLING	
Curbside Recycling (Single Family/Multi-Family)	$3.00/mo/per billing account
Front Load/Rear Load Recycling Containers	$11.14/mo/per container
Roll-Off Recycling Containers	$1.68/CY/per mo

CITY OF SHERIDAN LANDFILL FEE SCHEDULE	
Municipal Solid Waste	$115.82/ton
Construction & Demolition Material (Tier 1)* *Disposal of Demolition Waste for Projects Located within City Limits that Have a Valid Demolition Permit Issued by the City. Applies Only to Demolition Waste Material Suitable to be Ground (free of concrete, steel, large rock, asphalt, asbestos, treated lumber, or other materials deemed unsafe or unsuitable to grind).	NO CHARGE/ UP TO 100 TONS
Construction & Demolition Material (Tier 2)* *Other Grindable Construction and Demolition Waste Material Suitable to be Ground (free of concrete, steel, large rock, asphalt, asbestos, treated lumber, or other materials deemed unsafe or unsuitable to grind)	$51.17/ton
Construction & Demolition Material (Tier 3)* *Disposal of construction and demolition material that cannot be run through the grinder without sorting.	$115.82/ton
Concrete (without rebar)	$22.75/ton
Tires (must be removed from rims, no truck or oversized tires will be accepted)	$164.80/ton

Special Service Fee	$22.65/ton (min. $22.65)
Material 100 lbs, or less* *Any chargeable material brought into the SWDF except waste delivered to the Convenience Center.	$5.87/ton (min. $5.87)
Convenience Center Refuse Disposal	Min. of $5.00, up to 10 bags $0.50/per additional bag
Compostables, Grass Clippings, Tree Branches (24" Max Diameter), Leaves, Etc.	NO CHARGE
Certified Decommissioned White Goods, Abandoned Vehicles or Parts, Lawn Mowers, Motorcycles and Clean Scrap Metal, Free from any and all Liquid	NO CHARGE
Non-Decommissioned Refrigerators or Refrigeration Units	$28.41/ea
Residential Waste Oil/5-Gallon Limit	NO CHARGE
Commercial Waste Oil/ 5-Gallon Limit	Cost (+) 25%
Unsecured/Not Contained Materials	$11.00/cars & pickup trucks
	$50.00/all other vehicles (incl. trailers)
Residential E-Waste	NO CHARGE
Commercial E-Waste (CESQG)	Cost (+) 25%
Residential Household Hazardous Waste	NO CHARGE
Commercial Household Hazardous Waste	Cost (+) 25%
Asbestos (Friable & Non-Friable)	$115.82/ton
Petroleum Contaminated Soil	$44.99/ton
Brick & Cinder Block (no concrete)	$5.66/ton

PURCHASE FROM THE LANDFILL & COMPOST YARD	
Screened Compost	$34.08/ton or, lb. for lb. exchange of green waste for compost
Unscreened Compost	$17.09/ton or, lb. for lb. exchange of green waste for compost
Coarse Wood Chips	$5.77/CY
Medium Wood Chips	$11.43/CY
Fine Wood Chips	$16.99/CY
Evergreen Chips	$8.03/CY
Crushed Concrete/Asphalt	$11.32/ton
Whole Brick	$0.31/ea
Crushed Brick	$11.32/ton

REUSE ITEMS	
Pallets/Lots	$5.66/pallet/lot
Large Individual Items (not including metal items)	$5.66/ea
Large Metal Items (i.e. appliances)	Cost of Current Metal Bid (+) 25% per ton

PASSED, APPROVED AND ADOPTED this 15th day of June, 2020.

CITY OF SHERIDAN, WYOMING

_____

Roger Miller, Mayor

ATTEST:

_____

Cecilia Good, City Clerk

CITY OF SHERIDAN, WYOMING

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Utilities

MEMORANDUM

Project Name:	Discussion of Resolution 14-20 Establishing Utility Rates for Sewer Service - Utilities Director Dan Roberts
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	
Date:	06/04/2020

Recommendation:

Staff recommends the Mayor and City Council approve Resolution 14-20 establishing utility rates for sewer service as defined and authorized by Sections 28-1, 4.6, and 43 of the Sheridan City Code. This Resolution supersedes previous Resolution 34-19 and amends the Master Fee Schedule establishing the same, and would be effective January 1, 2021.

Background:

The City has historically conducted financial plan updates for its Sewer Enterprise Funds every three years. In 2018, the City updated its Sewer Enterprise financial plan utilizing industry standard rate analysis practices. The associated update to the rate model involved a thorough evaluation of present and future fiscal obligations of the Sewer Fund and determined the rate adjustments necessary for the City of Sheridan to effectively operate and maintain the utility system long into the future.

The 2018 rate analysis recommended annual increases of 2.75% to sewer rates beginning in FY19. In keeping with these recommendations, 2.75% increase to sewer rates occurred in January of 2019, in January 2020, and confirmed as necessary again in January 2021. A 2.75% increase to sewer rates is reflected in Resolution 14-20 for City Council's consideration.

The proposed adjustment to sewer rates will result in an increase of $.55 on the average, monthly sewer bill. Resolution 15-20 is presented for the Mayor and City Council's consideration. If approved, the new rates would go into effect on January 1, 2021.

Attachments

Resolution 14-20

RESOLUTION 14-20

UTILITY RATES FOR SEWER SERVICE

A Resolution establishing and directing the levy, charge and collection of connection charges, plant investment fees, and utility rates for sewer service as defined and authorized by Sections 28-1, 4.6, and 43 of the Sheridan City Code, 1959. This Resolution supersedes Resolution 34-19 and amends the Master Fee Schedule. The effective date of this Resolution is January 1, 2021, unless otherwise provided within.

WHEREAS, Resolution 34-19 established the City of Sheridan's connection charges, plant investment fees and utility rates for City sewer service; and

WHEREAS, a Master Fee Schedule reflects the City of Sheridan's connection charges, plant investment fees and utility rates for City sewer service; and

WHEREAS, Resolution 14-20 shall supersede Resolution 34-19 and amend the Master Fee Schedule; and establish the City of Sheridan's connection charges, plant investment fees, and utility rates for sewer service.

Section 1.

Plant Investment Fee for Connection to the Municipal Sewer System

All persons hereinafter applying for permission to connect to the municipal sewer system or to increase the size or number of connections thereto, shall first pay to the City a sewer plant investment fee for each premises to be served, based upon the size and number of water meters installed, to be installed or which would be required upon the premises to be served, in accordance with the amount or amounts set forth in the following schedule:

Water Meter Size	*Customer Class*	*AWWA M22 Max Flow Rates (gpm)*	*3/4" equivalency ratio*	*Sewer Plant Investment Fee*	
				Inside City	*Outside City*
¾"	Small Commercial	30	0.41	$ 1,020.00	$ 2,040.00
¾"	Small Multi-Family	30	0.66	1,650.00	3,300.00
¾"	Single-Family Residential & All Other	30	1.00	2,500.00	5,000.00
1"	All	50	1.67	4,180.00	8,360.00
1½"	All	100	3.33	8,320.00	16,640.00
2"	All	160	5.33	13,320.00	26,640.00
3"	All	350	11.67	29,180.00	58,360.00
4"	All	630	21.00	52,500.00	105,000.00
6"	All	1,300	43.33	108,320.00	216,640.00
8"	All	2,400	80.00	200,000.00	400,000.00

Provided where the "small multi-family" customer class is defined as duplexes, mixed use developments (like commercial businesses that possess residential apartments), mobile home parks, trailer courts, motels, hotels and all other multi-family apartment units that share a single tap and service line from the City's sewer main.

Provided where the "small commercial" customer class is defined as office buildings that are served by a single tap and service line.

Where the size or number of meters upon any premises is to be increased, the plant investment fee shall be an amount equal to the difference between the scheduled amount for the existing meter or meters and the scheduled amount for the meter or meters to be installed.

All consumer connections to the sanitary sewer mains shall be made by and at the expense of the consumer under the supervision of a licensed master plumber, upon payment of an inspection fee of fifty dollars ($50.00).

Where the premises to be served do not have municipal water service, and where water from private sources is to be discharged to the municipal sewer, the plant investment fee for sewer service shall be computed on the basis of the size or number of meters which would have been required to service the premises with municipal water.

Section 2.

The following rates are established, and shall be charged and paid on a monthly basis for all sanitary sewer service from the municipal sanitary sewer system.

SEWER UTILITY RATES
Minimum Charges

Meter Size (inches)	*Sewer Contributions Allowed With Minimum (Gallons)*	*Monthly Minimum Charge*	
		Inside City	*Outside City*
¾	1,500	$13.82	$27.63
1	3,000	$21.05	$42.14
1½	6,000	$32.74	$65.47
2	9,000	$44.34	$88.65
3	22,000	$93.55	$186.39
4	37,000	$151.46	$302.91
6	75,000	$299.06	$598.13
8	150,000	$598.13	$1196.27

(a) For sewer use in excess of the minimum sewer contribution included in the minimum charge, the following charges shall be made.

Charge Per 1,000 Gallons	
Inside City	*Outside City*
$2.77	$5.58

(b) The charges for private sewer discharge at the city wastewater treatment plant are as follows:

Septage Disposal	$ 75.00	per 1,000 gallons
Grease Disposal	$ 275.00	per 1,000 gallons

(c) The customer's monthly sewage contribution for residential and multi-unit customers is to be based upon the customer's water usage during the winter for four billing periods in the months of December, January, February and March and redetermined annually on or about April 1st.

(d) Sewer service charges for other than residential and multi-unit customers are to be based upon the indicated water usage plus any water contributed from private wells. In the event that any customer can show (by meter) that a portion of the metered water does not enter the sanitary sewer system, the customer(s) are to be charged for only that volume entering the sanitary sewers. The customer may be required to install a meter in his system to record the difference between sewage and non-sewage flows.

(e) A surcharge is to be imposed on individual, commercial and/or industrial customers for contributed sewage strength in excess of two hundred twenty-five mg/l five-day biochemical oxygen demand and two hundred twenty-five mg/l suspended solids. If the industrial waste is delivered to the wastewater treatment plant for private sewer discharge, this surcharge shall be in addition to the fee identified in (c) above. The surcharge is to be based upon the following formula:

$$S = V_s \times (Z (BOD_5 - 225) + Y (SS - 225))$$

Where:

S	=	Surcharge in dollars.
V_s	=	Sewage volume in 1000 gallons.
Z	=	Unit charge for BOD (Z = 0.0007273).
BOD_5	=	Five-day biochemical strength index in milligrams per liter (mg/l) by weight.
255	=	Allowed BOD_5 strength in mg/l by weight.
Y	=	Unit charge for suspended solids (Y = 0.001818).
SS	=	Suspended solids strength index in mg/l by weight.
225	=	Allowed SS strength in mg/l by weight.

(f) A statement for charges for sewer service shall be dated and sent out to users at regular intervals. Such statements shall be added to and made a part of the water bill, if customers receive water service from the city or by separate billing if water service is from other than the city. Provisions of this code relative to the payment of delinquent water bills shall also apply to delinquent sewer bills in all aspects, including the discontinuance of water service for nonpayment of sewer charges. Any payment received for combined water and sewer bills which are for less than the sum of the water and sewer bills shall be first applied to the sewer charge, and any remainder to the water charge.

For customers not receiving city water service, these same provisions shall apply, except that instead of discontinuance of water, a one-dollar ($1.00) late charge shall be added to the next bill at the time of billing, to cover additional accounting costs. If a sewer charge is not paid in nine months a lien shall be filed on the property for the balance then due, plus filing fees. If the lien is not paid in fifteen months, the service line shall be disconnected from the city's main and plugged. Service shall not be restored until the account is paid in full plus the actual cost of disconnecting the service line. Reconnection shall be the responsibility of the owner. If such disconnection is required, the city shall notify the agency furnishing water to the premises of the action to be taken.

(g) Owners or agents in charge of business blocks or other buildings occupied by more than one tenant using water from the same service pipe and/or discharging sewage through the same service sewer shall be required to pay the same rate for the whole of such building, unless a separate water meter is installed for each tenant. In case of a delinquent bill by a tenant the owner shall be responsible for the charges.

(h) If the city executed all agreements with the owner or developer of property, wherein utility facilities are installed with sufficient excess capacities in order to serve other properties, the city shall be entitled to collect from the owners or developer of such other properties served, amounts proportionate to the service rendered. Such collection shall be for the benefit of the party contracting for, and installing, the oversized facility.

Such agreements shall be for a fixed period of time and may include interest or other charges above the amount expended. The city Utilities Director is empowered to execute such agreements on behalf of the city.

(i) These rates and charges are established so that each user class pays its proportionate share of the costs of wastewater treatment services and the city Utilities Director is directed to annually review the charge structure to assure that proportionality between user classes is maintained and to recommend modifications as appropriate. Each user shall be notified annually by the city of its user charges.

PASSED, APPROVED AND ADOPTED this 15th day of June, 2020.

CITY OF SHERIDAN, WYOMING

_____

Roger Miller, Mayor

ATTEST:

_____

Cecilia Good, City Clerk

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

Clerk

MEMORANDUM

Project Name:	Sheridan Athletic Association Agreement Discussion - City Attorney Brendon Kerns
From:	
To:	Mayor and Council
CC:	Interim City Administrator Mike Jackson, Lane Thompson, P.E.
Date:	

Attachments

SAA Agreement Memo
SAA Agreement DRAFT
Exhibit A

KERNS & BUNTING, LLC
200 W. Loucks St.
P.O. Box 6669
Sheridan, WY 82801
Telephone: 307.655.8600
Facsimile: 307.674.5000

BRENDON E. KERNS
bkerns@kernsbunting.com
Licensed in WY & MT

SHERYL S. BUNTING
sbunting@kernsbunting.com
Licensed in WY

MEMORANDUM

Date: **June 5, 2020**
To: **City of Sheridan Mayor and Council**
RE: **Agreement Creating the Recreation District**

Please find the Sheridan Athletic Association Contract. The Sheridan Athletic Association is a group that maintains the baseball fields at Thorne Rider Park. The prior agreement was a twenty-year agreement which has now expired. The new agreement is proposed to be a five-year agreement with an additional five-year extension.

Kerns & Bunting, LLC

Brendon Kerns

LEASE AGREEMENT

THIS LEASE AGREEMENT is made between the **CITY OF SHERIDAN, Sheridan, Wyoming** ("Lessor"), **a Wyoming Municipal Corporation**, and **SHERIDAN ATHLETIC ASSOCIATION, INC., a Wyoming nonprofit Corporation** ("Lessee").

RECITALS

The City of Sheridan and the Sheridan Athletic Association, Inc. first entered into a lease agreement on September 12, 1949, which has been amended and modified several times between 1971 and 2004. It is the desire of the parties to update and consolidate the various lease agreements of the parties. All prior lease agreements, modifications, amendments and extensions are terminated and cancelled. This Lease Agreement supersedes and replaces all former lease agreements, modifications, amendments and extensions related to the leased premises between the parties.

The parties agree as follows:

1. **Description of Premises.** Lessor leases to Lessee the following described properties ("Leased Premises") situate in the City of Sheridan, Sheridan County, Wyoming:

SEE EXHIBIT A

2. **Purpose.** Lessee may use the Leased Premises to promote the area for baseball, softball, picnic grounds, tennis courts, pickleball courts, skating, children's playgrounds and similar and related recreational activities.

3. **Lessee.** Lessee represents and warrants to Lessor that Lessee is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation.

4. **Term and Effective Date.**

   a. This Lease Agreement shall be for a period of five (5) years from, and if not otherwise in default, it may be extended at the option of the Lessor, with consent of the Lessee, for one (1) additional consecutive five (5) year period on the same terms and conditions, including the same basic rent.

   b. The initial term shall commence on the ___ day of _____, 2020 and unless otherwise extended shall terminate on the ___ day of _____, 20__; provided, however, Lessor may immediately terminate this Lease Agreement if Lessee ceases to be tax exempt organization under Section 501(c)(3) of the Internal Revenue Code; fails to operate and maintain the premises as a recreational area for the citizens of the City of Sheridan; or otherwise violates the terms of this Lease Agreement.

c. This Agreement, may at any time be terminated by the Lessor should the Lessor determine that the Lessee is no longer providing the definable benefit described in paragraph 5 or 7 of this Agreement. Further, this Agreement may be terminated should Lessor not be financially able to provide the services outlined in paragraph 8 of this Agreement. The determination of financially able shall be solely determined by the Lessor. Said termination shall occur after a ninety (90) day notice of termination has been served on the Lessee.

d. This Lease Agreement supersedes all former lease agreements, modifications and extension of leases between the parties.

5. **Benefit:** This Lease Agreement provides a definable benefit to the Lessor, City of Sheridan and its citizens. Because of the definable benefits to the City, and because of the necessity for a sufficient term length to induce the investment of capital into the property, the City enters into this agreement for a term greater than the term of the existing City Council's term so that the full benefit of the Lease Agreement might be fully realized by the City of Sheridan, its City Council and its residents.

6. **Rent.** Lessee, in consideration of Lessor leasing the Leased Premises, does covenant and promise to pay Lessor rent in the amount of One Dollar ($1.00) per year. Rent is to be paid on or before the 1st day of _____ each year during the operation of the Lease. Lessee shall have the right to prepay the rent.

7. **Lessee Consideration.** As part of the consideration for this lease, Lessee agrees as follows:

a. That the baseball parks, pickleball courts, tennis courts, playground areas, bicycle obstacle course and other facilities which are now located or which may be located on the lands embraced in this lease, will be operated and maintained by Lessee for the benefit of the citizens of the City of Sheridan, Wyoming.

b. That said operation will be on a non-profit basis and that the Lessee, Sheridan Athletic Association, INC., shall not be entitled to distribute among its members any of the proceeds from the operation of the Leased Premises. All revenues received by Lessee shall be used for the payment of the proper expenses of administration and maintenance expenses, and to further the facilities on the Leased Premises as long as it is considered reasonable and necessary to do so by the Board of Directors of Sheridan Athletic Association, INC., Lessee. Thereafter, any funds that may be considered as additional funds by the Lessee shall be used by Lessee, subject to the approval of the City Council or other governing body of the City of Sheridan, Sheridan County, Wyoming, for the recreational enjoyment and physical development of the youth of the City of Sheridan.

c. Lessee shall cooperate with Lessor that whenever matching funds are available through the Sheridan Recreation District or from any similar commission for the improvement and operation of the Leased Premises, the parties shall make reasonable efforts to take advantage of the matching funds.

8. **Lessor Consideration**: As part of the consideration for Lessee entering into this lease agreement with Lessor, City of Sheridan, Lessor shall assist Lessee in the maintenance and operation of the recreational facilities as follows:

a. Furnish all water required in the maintenance and operations of the recreational facilities located on the Leased Premises, said water is to be furnished at the site free of charge;

b. Furnish all permanent sewer service to serve the facilities to be located upon the Leased Premises, said service is to be free of charge;

c. Furnish all electricity used in lighting and maintaining the recreational activities located on said Leased Premises, said electricity to be metered to the City of Sheridan and to be paid for by Lessor;

d. To continue to assist Lessee wherever it is possible and reasonable to do so in the maintenance of the grounds of the Leased Premises; and

e. May furnish engineering services, free of charge, wherever necessary in connection with the development of the recreational facilities on the Leased Premises. Lessor shall have the right to decline performing engineering services or paying for engineering services for any reason.

9. **Development.** The parties understand for purposes of development and use of the Leased Premises, funds may become available through the Sheridan Recreation District or any similar governmental body. The parties agree to cooperate and work together so that projects are properly planned and are handled in a manner to qualify for matching funds or other governmental aid and assistance. It is understood that no program will be undertaken by either party that does not meet with the approval of the other party. It is also understood that Lessee, Sheridan Athletic Association, Inc., has been receiving funds by way of grant and donation from the Thorne-Rider Foundation under the terms expressed in the Last Will and Testament of Frederic Thorne-Rider, deceased, and that from time to time, it may be necessary to submit plans for the improvement or extension of the facilities or for the development of additional facilities, to the Board of Trustees of the Thorne-Rider Foundation as a condition precedent to further grants from that foundation. The parties agree to cooperate and work together to the end that the requirements of the Thorne-Rider Foundation may be reasonable.

10. **Use and Improvements.** Lessee shall use and occupy the Leased Premises for the operation of recreational activities and facilities. Any improvements that may be placed upon the Leased Premises shall become the property of Lessor, City of Sheridan. Any improvements shall remain under the supervision and control of Lessee and its Board of Directors so long as this lease remains in full force and effect.

11. **Insurance.**

a. During the term of this Lease Agreement and any subsequent extensions, Lessee shall obtain and keep in force at its sole expense, a policy of comprehensive public liability insurance as a Lessee of the Leased Premises. Such insurance shall insure against loss due to bodily injury or death or property damage with limits of $1,000,000.00 for each occurrence and $1,000,000.00 general aggregate. Lessor shall also obtain and keep in force during the term of this Lease Agreement and any subsequent extensions, a policy of comprehensive public liability insurance insuring Lessor against any liability arising out of the ownership, use, occupancy or maintenance of the Leased Premises and all areas appurtenant thereto and naming Lessee as an additionally named insured. The insurance policies called for in this Lease Agreement shall be with companies reasonably acceptable to Lessor and Lessee.

b. On or before the first day of this Lease Agreement, the parties shall exchange, a copy of the policy of such insurance or certificates evidencing the existence of the insurance required by this Lease Agreement. No such policy shall be cancellable or subject to reduction of coverage or other modification except after ten (10) days' prior written notice to the other party. Lessee shall, within ten (10) days prior to the expiration of such policies, furnish the other party with renewals or "binders" thereof.

c. Lessee waives any and all rights of recovery against Lessor, or against the officers, employees, agents and representatives of Lessor, for loss of or damage to Lessee or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Lessee shall, upon obtaining the policies of insurance, give notice to the insurance carriers that the foregoing waiver of subrogation is contained in this Lease Agreement.

12. **Ordinances and Statutes.** At its expense, Lessee shall comply with all statutes, ordinances, resolutions, and requirements of the City of Sheridan and all state and federal authorities now in force or which may hereafter be in force pertaining to the use or occupancy of the Leased Premises, including, without limitation any provisions of the Americans with Disabilities Act. In addition, Lessee shall comply with all grant, loan or other funding restrictions and requirements in connection with any funds which are made available for the construction, maintenance and/or operation of the facilities on the Leased Premises.

13. **Hold Harmless.** To the maximum extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its employees, agents, representatives, officers, shareholders and directors ("Indemnified Parties") harmless from any and all claims arising from Lessee's occupancy or use of the Leased Premises and shall hold Indemnified Parties harmless from and against any and all claims arising from any breach or default in the performance of any

obligation on Lessee's part to be performed under the provisions of this Lease Agreement or arising from any negligence of Lessee or any of its agents, contractors, employees or invitees and from any and all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Lessee hereby assumes all risk of damage to property or injury to persons in or about the Leased Premises from any cause, and Lessee hereby waives all claims in respect thereof against Indemnified Parties to the maximum extent permitted by law.

14. **Release of Lessor.** To the maximum extent permitted by law, Lessee releases, waives and discharges Lessor, its employees, agents, representatives, officers, directors and shareholders ("Released Parties") from all liability for any and all loss or damage arising out of or related to Lessee's occupation or use of the Leased Premises, including without limitation, loss or damage arising from the condition of the Leased Premises or Lessor's activities on the Leased Premises, and Lessee agrees that the Released Parties shall have no liability for such loss or damage.

15. **Assignment.** Lessee shall not assign this Lease Agreement without the express written permission of Lessor.

16. **Default.** Any default or breach by Lessee shall be considered a material breach of this Agreement. Lessor shall have the right to terminate this Lease Agreement and to declare it void, provided that Lessor shall first give Lessee written notice by certified mail, return receipt, to the address of Lessee stated herein of the default or breach. Lessee shall have thirty (30) days from the receipt of said written notice to cure the breach or default.

a. If the Lease Agreement is terminated, Lessee shall surrender the Leased Premises peaceably to Lessor. Lessor shall be entitled to recover from Lessee all damages incurred by reason of Lessee's default including the cost of recovering possession of the Leased Premises, and reasonable attorneys' fees.

b. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state of Wyoming.

c. No remedy or election hereunder shall be deemed exclusive, but shall wherever possible, be cumulative with all other remedies at law or in equity.

17. **Force Majeure.** Should Lessee be prevented from complying with any express or implied covenant of this Lease Agreement, by reason of operation of force majeure, or any federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this Lease Agreement shall be extended while and so long as Lessee is prevented by any such cause from conducting its obligations under this Lease Agreement; and the time while Lessee is so prevented shall not be counted against Lessee. The term "force majeure" shall include any and all delays caused by

reason of fire, storm, flood, explosion, strikes and walkouts, acts of war or terrorism. Lessor shall be promptly notified by certified mail each instance Lessee asserts that this clause has prevented its performance of the terms of this Lease Agreement. The said notice will recite all facts and circumstances upon which Lessee makes the assertion and unless otherwise disputed by Lessor, Lessee shall be excused from its performance until such time as the force majeure has been removed. If any damages are incurred by Lessor they shall be limited to amounts covered by Lessee's insurance.

18. **Dangerous Materials.** Lessee will not store, dispose of or discharge any flammable, explosive, toxic or hazardous materials, substances, or wastes or any hydrocarbon or petroleum substances on the Leased Premises.

19. **Waivers.** No failure of Lessor to enforce any term of this Lease Agreement shall be deemed a waiver by Lessor.

20. **Enforcement Costs.** If Lessee defaults under this Lease Agreement, Lessor shall be entitled to recover from Lessee all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in enforcing this Agreement or any remedy of Lessor under this Agreement.

21. **Notice.** All notices required to be given hereunder shall be given by mail to the other party, or by personal service upon the party. Service of notice by mail is complete upon placing the writing in the U.S. Mail, with postage prepaid thereon. The notice time shall commence on the date of the U.S. postmark on the envelope containing such notice.

The addresses of the parties to this Lease Agreement are as follows:

Lessor: City of Sheridan
Attn: Mayor's Office
P.O. Box 3019
Sheridan, WY 82801

Lessee: Sheridan Athletic Association, Inc.
P.O. Box _____
Sheridan, WY 82801

22. **No Warranties/Limitation on Remedies.** Lessor makes no warranties to title or otherwise, and there are no implied warranties or covenants of fitness or condition of the Leased Premises or of quiet enjoyment or otherwise which shall be binding upon Lessor.

23. **Time of Essence.** Time is of the essence under this Lease Agreement.

24. **Binding Effect.** The terms of this Lease Agreement shall be binding upon and shall inure to the benefit of the successors in interest and assigns of the parties hereto.

25. **Modification.** This Lease Agreement may be amended or modified only by a document in writing by both parties.

DATED this ___ day of _____, 2020.

LESSOR: **CITY OF SHERIDAN**

By: _____
ROGER MILLER, Mayor

LESSEE: **SHERIDAN ATHLETIC ASSOCIATION, INC.**

By: _____
_____**,** President

STATE OF WYOMING)
) ss.
County of Sheridan)

I, _____, a notary public do hereby certify that on this ___ day of _____, 2020, by ROGER MILLER, who personally appeared before me and being first duly sworn declared that he is the Mayor of the City of Sheridan and the foregoing instrument was signed, sworn to and acknowledged before me, a Notarial Officer, this ___ day of _____ and sealed on behalf of the City of Sheridan by authority of its Governing Body and that he acknowledged said instrument to be the free act and deed of said Governing Body.

WITNESS my hand and official seal.

_____
Notarial Officer
Rank and Title: Notary Public

My Commission expires: _____

STATE OF WYOMING)
) ss.
County of Sheridan)

I, _____, a notary public do hereby certify that on this ___ day of _____, 2020, by _____, who personally appeared before me and being first duly sworn declared that he is the President of SHERIDAN ATHLETIC ASSOCIATION, Inc. and that he signed the foregoing document as President of the corporation by authority of the board of directors thereof and did so as a free act of said corporation.

WITNESS my hand and official seal.

_____
Notarial Officer
Rank and Title: Notary Public

My Commission expires: _____

Exhibit A

All that portion of W/2NE/4 of Section 22, Township 56 North, Range 84 West, of the 6th P.M. including all improvements presently found thereon.

Lots 1, 2,3,4,5 and all of lot 6 except the North 10 feet thereof, Block 1, Downer's Addition to the City of Sheridan, Sheridan County, Wyoming.

Lot 7, and the North 10 feet of Lot 6, in Block 1 of Downer's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Lots 1, 2 and 3, Block 2, Downer's Addition to the Town, now City of Sheridan, Sheridan County, Wyoming.

Lot 8 of Block 2 of Downer Addition to the Town, now City of Sheridan, Sheridan County, Wyoming

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

Clerk

MEMORANDUM

Project Name: Discussion of Sheridan Recreation Operation Agreement - City Attorney Brendon Kerns
From:
To: Mayor and Council
CC:
Date:

Attachments

operating agreement
Memo re operating agreement

OPERATING AGREEMENT

THIS OPERATING AGREEMENT (hereinafter "Agreement") is made and entered into effective July 1, 2020, by and between the **CITY OF SHERIDAN, WYOMING,** a Wyoming municipal corporation, by and through its City Governing Body, whose principal place of business is located at Grinnell Street, P. O. Box 848, Sheridan, Wyoming 82801 (hereinafter referred to as "City"), and the **SHERIDAN RECREATION DISTRICT,** by and through its Board of Directors, whose principal place of business is located at Thorne-Rider Park, P. O. Box 6308, Sheridan, Wyoming 82801 (hereinafter referred to as "Recreation District").

Recitals

A. By written agreement entered into effective July 1, 2020, the City and the Sheridan County School District No. 2, State of Wyoming, (hereinafter referred to as "the School District") have duly continued their joint establishment of a system of public recreation pursuant to Wyoming Statute, known as the Sheridan Recreation District, for a term of five (5) years ending June 30, 2025. By such agreement, the City and the School District further jointly continued the existence of the Recreation District Board (hereinafter referred to as "the District Board"), and delegated to the District Board the operation of the jointly-established recreation system.

B. By virtue of Wyo. Stat. Ann. § 18-9-202(b), the District Board has the power to manage, operate, and regulate the recreational systems and may take any steps necessary to insure the safe, economical, and enjoyable operation of the system.

C. Other powers and duties of the District Board are as provided by law and by the agreement referenced in A. above.

D. The City and Recreation District have entered into multiple contracts and extensions thereof regarding the operation of City facilities. Those prior contracts and extensions have expired and are no longer controlling.

E. The City and the Recreation District, for the purpose of defining the duties and responsibilities of the City and the Recreation District concerning the operation, management, and regulation of the recreational system, desire to enter into this Agreement and both the Recreation District and the City find this Agreement to be in the best interests of the citizens within the boundaries of the Recreation District.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements of the parties hereinafter stated, to be kept and maintained by them, it is hereby agreed as follows:

1. **Exhibit A.** **Exhibit A**, attached and incorporated herein as if fully set forth, describes and lists each premise which is subject to this Agreement. **Exhibit A** further provides terms, schedules and obligations agreed to by the parties.

2. **Effective Date and Term of Agreement**. This Agreement is effective July 1, 2020, and terminates on June 30, 2025, unless extended by mutual agreement of the City and the Recreation District as provided in Paragraph 15. Provided, however, this Agreement may be terminated by either party upon sixty (60) days written notice to the other party of its intent to do so. Notice shall be deemed to have been given, and the time period stated above shall be deemed to have commenced, on the date of actual and personal receipt of such written notice by an authorized representative of the receiving party.

3. **Budget and Finances of the Recreation District.** The funding of the Recreation District shall be derived from the following sources:

   a. From revenues generated from the taxes authorized in Wyo. Stat. Ann. §§ 18-9-201 and 202, as amended, or by other taxes or Statutes, including, but not limited to, mill levies, or fractions thereof, as approved by the City or School District for the benefit of the Recreation District;

   b. From revenues generated in programs and facility operations, including, but not limited to, grants, fees, and charges as established by the Recreation District;

   c. From the City for operations assigned to the Recreation District for the developed and undeveloped parks and recreational facilities owned and/or leased by the City and described in **Exhibit A**, attached hereto and by this reference incorporated herein, such amount to be presented annually in a budget by the Executive Director of the Recreation District, subject to approval first by the District Board, and then by the City Body, with payment made by the City to the Recreation District on a quarterly basis from the time of final budget approval, as follows: July 1 - 35%; October 1 - 25%; January 1 - 15%; April 1 - 25%. Any park which reverts to the City's control, per the terms described in **Exhibit A** or the Attachments, shall also correspond with a reduction in the amount of money paid to the Recreation District for the maintenance of the park.

   d. From the City to the Recreation District for shared expenses with the School District for administration and program subsidies, such amounts to be subject to annual approval by the District Board and the City Governing Body, with payment made by the City to the Recreation District in four substantially equal quarterly installments.

   e. From funds donated by any person, company, non-profit or any other party to the Recreation District.

4. **Employees.** All persons employed by the Recreation District, by and through the District Board, shall be employees of the Recreation District and the District Board, and not employees of the City. The District Board shall, in addition to other powers necessarily given any employer, possess the sole authority, as employer of such employees, to hire, train, supervise, discipline (including, but not limited to, suspension, dismissal, or termination), and compensate those employees.

5. **Insurance.**

   a. During the term of this Agreement, and any extension, the City shall maintain liability and property (hazard, casualty, and fire) insurance coverage, including, but not limited to, comprehensive liability insurance, accident insurance, and property damage insurance for all real and personal property and fixtures owned by the City and subject to this Agreement and shall provide for the Recreation District and the District Board as additional-named insureds in the policies for such insurance. Such insurance shall be in the following amounts:

      i. Liability: In amounts sufficient to provide maximum coverage for the entities involved without extending liability of the entities, pursuant to Wyo. Stat. Ann. § 1-39-118, as amended.

      ii. Property, hazard, and casualty insurance: Fair market value of property insured.

The Recreation District agrees to budget funds accordingly in the park's maintenance annual budget for such expense, and shall reimburse the City for those amounts as paid by the City Treasurer for such insurance.

b. During the term of this Agreement, and any extension, the Recreation District, at its sole expense, shall maintain program operation's liability insurance, excess medical coverage for youth tackle football programs, Web Wright Baseball, and special events liability insurance coverage, with the cost of such insurance to be the responsibility of the Recreation District from its program operations and administration budget.

6. **Postage Services.** The City agrees to permit the Recreation District to use its postage services on occasion and, in such event, the Recreation District agrees to reimburse the City for the actual cost for such use.

7. **Management, Operation, Maintenance, and Regulation of Parks, Grounds and Facilities.**

a. Subject to the terms of this Agreement, or any other agreement entered into between the parties hereto, the Recreation District agrees to manage, operate, maintain, and regulate, including, but not limited to, setting user fees for and fairly scheduling entities and individuals requesting use of the developed and undeveloped parks and recreational facilities owned and/or leased by the City, described in **Exhibit A**, in such a manner that will serve the best interests of the community.

i. A maintenance and safety assessment was performed by a mutually agreed party for the purpose of identifying repair and maintenance priorities. The terms of correcting the identified repair and maintenance priorities are set forth and incorporated in Exhibit A.

ii. Should the Recreation District fail to correct the repair and maintenance priorities pursuant to the respective schedule, the respective facility shall revert to the Cities control and supervision. The Recreation District shall have access to the parks for its recreational programs.

b. The Recreation District shall coordinate Emergency Services for any Recreation District sponsored event.

c. The Recreation District shall adhere to its Rules and Regulations.

d. The City and the Recreation District may enter into separate written agreements specifically defining the responsibilities of each party pertaining to any property subject to this Agreement.

e. All developed and undeveloped parks and recreational facilities owned by the City and described in **Exhibit A** shall remain the property of the City, and shall be subject to all laws, regulations, and restrictions concerning the same.

f. The Recreation District shall be subject to any and all bidding requirements set forth by Wyoming Statute.

8. **Utilities.** The Recreation District shall be responsible for payment of all utilities, including, but not limited to, water, sewer, electricity, heat and telephone, and any other utility costs associated with the parks and recreational facilities described in **Exhibit A**, which payments shall be made by the Recreation District from the

parks maintenance budget as formulated pursuant to Paragraph 3.c. of this Agreement.

9. **Coordination Between City and Recreation District.** During the term of this Agreement, the parties agree to take all reasonable and necessary action to best serve the recreational needs of the community within the parties' designated boundaries. In furtherance of the purposes and intents of this Agreement, the City and the Recreation District agree that the City and its departments will from time to time cooperate and provide assistance, including, but not limited to, use of additional labor, equipment, vehicles, and supplies, where needed to the Recreation District, and the Recreation District will provide the same to the City It is further agreed that the cost of repair and replacement of any facility, unless otherwise specified by this Agreement, shall be borne by the Recreation District..

10. **Public or Capital Improvements.** All park and recreational public or capital improvements will be planned by the Recreation District, except as provided in Exhibit A, including the funding provisions through grant application and procurement of donations and budgeting funds as formulated in Paragraph 3 of this Agreement; provided, however, such public or capital improvements on City-owned facilities and property shall be limited to those sites described in **Exhibit A**. Any and all permanent improvements made to the premise shall become the property of the City. The City reserves the right to make any alteration, repair, addition, reconstruction or rebuild to any City owned park or facility at its discretion and without approval of the Recreation District. Any Capital Improvement over $30,000 must be approved by the City.

11. **Taxes.** The Recreation District agrees to reimburse the City for all actual costs of property taxes and assessments paid by the City concerning any of the sites, facilities, and properties subject to this Agreement, and which are used by the Recreation District in performance of this Agreement. Such reimbursement by the Recreation District shall be made from the park's maintenance budget of the Recreation District as formulated pursuant to Paragraph 3.c. of this Agreement.

12. **Use of Premises.** The Recreation District agrees to use the premises subject to this Agreement for lawful purposes only and not to permit any premises to be used for any unlawful purpose or in any manner contrary to law or any applicable ordinance.

13. **Right of Inspection.** The Recreation District agrees to permit the City the right to enter upon any of the City premises and improvements subject to this Agreement at reasonable times to inspect the same and the activities thereon.

14. **Public Use of the Premises.** The Recreation District agrees that the premises subject to this Agreement are to be managed, operated, and regulated by the Recreation District, through the District Board, exclusively for public park and recreational purposes. The Recreation District further agrees that any restriction upon said use previously incurred by the City relating to any of the premises subject to this Agreement will be followed and observed by the Recreation District so long as the District Board has knowledge of such restriction. The City reserves the right to restrict access to any public park or facility for the health, safety or general welfare of the public.

15. **Extension of Agreement.** At any time prior to termination, this Agreement may be extended by written mutual consent of the City and the Recreation District by resolutions duly adopted by their governing bodies according to law.

16. **Modification of Agreement.** Except as provided in **Exhibit A**, the terms of this Agreement shall not be altered, amended, or modified except in writing approved

by the parties by resolutions duly adopted by their governing bodies according to law and signed by a duly authorized representative of each respective party.

MADE AND ENTERED INTO EFFECTIVE as of the date first above written.

CITY OF SHERIDAN

BY: _____
MAYOR, ROGER MILLER

DATED: _____

ATTEST:

_____
CITY CLERK

DATED: _____

SHERIDAN RECREATION DISTRICT

BY: _____
_____, CHAIRMAN,
BOARD OF DIRECTORS

DATED: _____

ATTEST:

_____
SECRETARY, BOARD OF DIRECTORS

DATED: _____

EXHIBIT A

NOTE: Park categorization used is based on City of Sheridan Comprehensive Plan definitions adopted by City Governing Body

SHERIDAN RECREATION DISTRICT

Community Parks & Sports Complexes

Attached to this exhibit as **Attachment 1**, and incorporated herein, the Asset Management Maintenance Standards define the frequency, standard and type of maintenance that must be performed on the parks. The Recreation District agrees to keep at a minimum of a level one standard for the first year. The recording of the maintenance standard activities must be available at all times. These Standards apply to all Recreation District maintained areas.

Oatts Memorial Park (3.58 acres) 6th Street & N. Sheridan, (hereinafter "6th Street Park"): three youth baseball fields w/grass infields, restrooms, and concessions stand. Three ballfields used by Web Wright Baseball program, one ballfield used for other Recreation District programs. Basketball court & playground serve as neighborhood park maintained by Recreation District. Owned by City of Sheridan.

Attached as **Attachment 2** is hereby incorporated herein as if fully set forth. All required maintenance projects and facility improvements are projects and improvements identified by the independent party are found in Attachment 2. Said projects and improvements shall be completed within six (6) months. The determination of completion of the project shall be at the discretion of the City. Should the Recreation District fail to complete the projects and improvements within six (6) months, maintenance shall revert to the City and the Recreation District shall have no further obligation to maintain the Park. The Recreation District shall continue to manage, operate, and regulate, including, but not limited to, setting user fees for and fairly scheduling entities and individuals requesting use of the park in such a manner that will serve the best interests of the community.

Attachment 1 sets forth Standard Levels 1, 2 and 3. Standard Level 2 is required to be satisfied and maintained by June 30, 2021. Failure to meet Standard Level 2 shall automatically cause the Park to revert to the care and control of the City. Standard Level 3 shall be satisfied and maintained by June 30, 2022. Failure to meet Standard Level 3 shall automatically cause the Park to revert to the care and control of the City. The determination of whether the standard level is being met shall be at the discretion of the City.

Thorne-Rider Park/Maida/Skate Park (56.34 acres) 11th Street at Spaulding Avenue (hereinafter "Thorne-Rider Park"): Two separate playground areas, three picnic shelters, four tennis courts, two half-court tennis practice courts, Legion baseball field and youth baseball field w/grass infields, fall soccer & football, BMX track, one basketball court, jogging and ski trail through passive natural area, exercise stations, Recreation District office and parks maintenance buildings, restrooms and two concession stands, horseshoe pits, winter sledding hill, two outdoor volleyball courts, and the west Thorne-Rider multi-sports area practice field and gazebo. Approximately 41 acres is developed with it being scheduled, operated and maintained by Recreation District. Owned by City of Sheridan with lease to Sheridan Athletic Association until _____. Athletic Association provides and administers development funding from Thorne-Rider Foundation and has management authority by lease. Future development

includes additional picnic areas along trail extension, and upper playground and memorial areas.

Attached as **Attachment 3 and 4** is hereby incorporated herein as if fully set forth. All required maintenance projects and facility improvements found in Attachments 3 and 4 are projects and improvements identified by the independent party. Said projects and improvements shall be completed within six (6) months from the date of this Agreement. The determination of completion of the project shall be at the discretion of the City. Should the Recreation District fail to complete the projects and improvements within six (6) months, the Thorne-Rider Park maintenance shall revert to the City and the Recreation District shall have no further obligation to maintain the Park. The Recreation District shall continue to manage, operate, and regulate, including, but not limited to, setting user fees for and fairly scheduling entities and individuals requesting use of the park in such a manner that will serve the best interests of the community.

Attachment 1 sets forth Standard Levels 1, 2 and 3. Standard Level 2 is required to be satisfied and maintained by June 30, 2021. Failure to meet Standard Level 2 shall automatically cause the Park to revert to the care and control of the City. Standard Level 3 shall be satisfied and maintained by June 30, 2022. Failure to meet Standard Level 3 shall automatically cause the Park to revert to the care and control of the City. The determination of whether the standard level is being met shall be at the discretion of the City.

Black Tooth Park: An area consisting of the soccer fields located on West 5th Street:

Attachment 1 sets forth Standard Levels 1, 2 and 3. Standard Level 2 is required to be satisfied and maintained by June 30, 2021. Failure to meet Standard Level 2 shall automatically cause the Park to revert to the care and control of the City. Standard Level 3 shall be satisfied and maintained by June 30, 2022. Failure to meet Standard Level 3 shall automatically cause the Park to revert to the care and control of the City. The determination of whether the standard level is being met shall be at the discretion of the City.

Kendrick Park off West Loucks Street at Badger Street: The Kendrick swimming pools with 180' water slide and adjacent two tennis courts . The ice cream and concession stand generally located in center of Kendrick Park.

The parties recognize that the City is currently undergoing an analysis and review of the Kendrick pools and adjacent tennis court with the intent of upgrading and improving the current facilities. The City may, in its sole discretion, determine the design, construction schedule and all other aspects of the project. The City shall further have the right to amend and alter the terms of this Agreement, without the approval of the Recreation District, in order to complete its plans and construction for the Kendrick pool and adjacent tennis courts.

Attachment 1 sets forth Standard Levels 1, 2 and 3. Standard Level 2 is required to be satisfied and maintained by June 30, 2021. Failure to meet Standard Level 2 shall automatically cause the Park to revert to the care and control of the City. Standard Level 3 shall be satisfied and maintained by June 30, 2022. Failure to meet Standard Level 3 shall automatically cause the Park to revert to the care and control of the City. The determination of whether the standard level is being met shall be at the discretion of the City.

KERNS & BUNTING, LLC
200 W. Loucks St.
P.O. Box 6669
Sheridan, WY 82801
Telephone: 307.655.8600
Facsimile: 307.674.5000

BRENDON E. KERNS
bkerns@kernsbunting.com
Licensed in WY & MT

SHERYL S. BUNTING
sbunting@kernsbunting.com
Licensed in WY

MEMORANDUM

Date: **June 5, 2020**
To: **City of Sheridan Mayor and Council**
RE: **Agreement Creating the Recreation District**

Please find the City and Recreation District Operating Agreement in your packet. This Agreement allows the Recreation District, ("Rec. District") to operate, manage and maintain certain City parks. This agreement has been expanded over previous years at the request of the Rec. District. The Rec. District will manage the Oatts Memorial Park "6th Street", Thorne-Rider/Media, Black Tooth Park, and Kendrick Park.

The term of the agreement is for five years. During that time, the Rec. District will have a series of maintenance obligations for each of the respective parks. Those maintenance obligations are shown in Exhibit A and Attachments 2 through 4 and will be required to be completed within six months from July 1, 2020. In addition, the Rec. District will be required to meet certain maintenance standards shown in Attachment 1 within the next two years. Should the Rec. District fail to meet the maintenance obligations or standards required by the Attachments, the park failing to meet the requirements will revert back to the City. Any park which reverts to the City shall result in a decrease in the City's contribution to the Rec. District budget.

The Rec. District will be proposing a variety of changes to the contract. It is expected that the Rec. District will request:

(1) More time to complete the maintenance obligations found in Attachments 2 through 4.
(2) A determination as to the amount of funding to be lost if a park reverts back to City control.
(3) Include a 30-day notice provision and option to cure if any park is not meeting any of the requirements.
(4) Include language that would require the City to consult and coordinate with the Rec. District when the City intends to alter a facility.
(5) Any City capital construction project would require the City and Rec. District to negotiate maintenance obligations.

Staff does not object to any of the proposed changes however the exact language of the amendments is yet to be determined.

Kerns & Bunting, LLC

Brendon Kerns

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

Clerk

MEMORANDUM

Project Name:	Discussion of Agreement with Sheridan County School District #2 for the Creation of the Sheridan Recreation District - City Attorney Brendon Kerns
From:	
To:	Mayor and Council
CC:	Interim City Administrator Mike Jackson, Lane Thompson, P.E.
Date:	

Attachments

memo re creation of district
creation of Rec District

KERNS & BUNTING, LLC
200 W. Loucks St.
P.O. Box 6669
Sheridan, WY 82801
Telephone: 307.655.8600
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BRENDON E. KERNS
bkerns@kernsbunting.com
Licensed in WY & MT

SHERYL S. BUNTING
sbunting@kernsbunting.com
Licensed in WY

MEMORANDUM

Date: **June 5, 2020**
To: **City of Sheridan Mayor and Council**
RE: **Agreement Creating the Recreation District**

Please find the agreement creating the recreation district. Changes were requested by Councilman Beaver. Those changes are tracked and shown in red. The proposed changes have been submitted to the Sheridan County School District #2 attorney for review. Being that Councilman Beaver has not proposed any substantive changes, there should be no objection by the School District to proposed agreement.

The agreement term is five years. The board will consist of seven members. The School District and City shall each appoint one member. Terms are for three years and are staggered. Ever three years, the City and School District will alternate two of the three vacancies. This ensures that every three years the majority will alternate.

Kerns & Bunting, LLC

Brendon Kerns

AGREEMENT TO ESTABLISH
AND MAINTAIN THE SHERIDAN RECREATION DISTRICT

THIS AGREEMENT, made and entered into this ___ day of _____, 2020, by and between the **City of Sheridan, Wyoming**, a Wyoming municipal corporation, whose principal place of business is located at address is 55 Grinnell St., P.O. Box 848, Sheridan, WY 82801 (referred to herein as "City") and **Sheridan County School District No. 2**, State of Wyoming, whose principal place of business is 201 North Connor St., Suite 100, Sheridan, WY 82801 (referred to herein as the "School District").

Recitals

A. The City of Sheridan and the School District entered into an *Agreement to Establish and Maintain the Sheridan Recreation District and Its Board of Directors*, dated November 16, 1989, pursuant to Wyo. Stat. Ann. §18-9-202. Said Agreement established the Sheridan Recreation District and its Board of Directors. Said Agreement has been amended, modified and extended at various times since its inception.

B. The City of Sheridan and the School District have mutually agreed to update and consolidate the various agreements of the parties pursuant to Wyo. Stat. Ann. §§ 18-9-201 and 202 to extend the existence of the Sheridan Recreation District and its Board of Directors subject to the following terms and conditions..

Agreement

Now, therefore, in consideration of the mutual covenants, promises and agreements of the parties, to be kept and maintained by them, it is hereby agreed as follows:

1. **Revocation and Termination of Prior Agreements:** All prior agreements, modifications, amendments and extensions of agreements of the parties as related to the establishment and maintenance of the Sheridan Recreation District and its Board of Directors are terminated and cancelled; provided that the assets and liabilities of the Recreation District as of the effective date of this Agreement shall survive.

2. **Effective Date and Term of Agreement**: This Agreement shall become effective on _____, 2020, and shall continue for a period of five (5) years, terminating on the ____ day of _____, 2025, unless extended in writing by the mutual agreement of the City and School District.

3. **Establishment of the Sheridan Recreation District and District Board**: The City and the School District hereby jointly establish a system of public recreation pursuant to Wyo. Stat. Ann. § 18-9-201(a). This system shall be known as the "Sheridan Recreation District". The City and the School District jointly create a Board of Directors for the Sheridan Recreation District (hereinafter " Board") for the purpose of operating the system herein created by the provisions of this Agreement.

4. **Board Responsibilities**: The City and School District delegate the operation of the recreation system to the Board, and the Board, in addition to those provided by Wyoming Statute, is hereby given the following powers, authority and duties:

A. The Treasurer of the Board shall give bond in the amount of Five Thousand Dollars ($5000.00), conditioned upon the faithful performance of his/her duties and the full accounting of monies received by him/her.

B. The Board shall possess the authority to contract for the use of facilities or services as needed from time to time in keeping with its general mission, in compliance with the intent of Wyo. Stat. Ann. §§ 18-9-201 and 202.

C. All persons employed by the Board shall be employees of the Sheridan Recreation District and the Board and not as employees of the City or School

District. The Board shall, in addition to other powers necessarily given any employer, possess the sole authority, as employer of such employees to hire, train, supervise, discipline (including but not limited to suspension, dismissal or termination) and compensate its employees. The Board shall adopt its own rules of practice and procedure governing contested cases regarding its employees and other applicable matters, pursuant to the Wyoming Administrative Procedures Act, Wyo. Stat. Ann. § 16-3-101 through 115.

5. **Board of Trustees Appointments**: The Board of Trustees of the Recreation District shall be comprised of seven (7) members serving three (3) year terms . The terms shall be staggered such that two (2) members' terms shall expire each year, except that every third year, three (3) members' terms shall expire. The City and the School District shall alternate making two (2) of three appointments in those years.

Trustees shall be of legal age and shall reside within the boundary of the appointing entity. No appointee shall serve more than nine (9) years in succession. Appointments to the Board shall be made by the appointing entity in June of each year with appointees to begin his/her term at the Board's regular meeting in July of the same year.

As required by Wyo. Stat. Ann. § 18-9-202(a), the City shall appoint at least one (1) member of the City Council and the School District shall appoint at least one (1) member of its board of trustees.

Vacancies shall be filled by the governing body, who made the original appointment, for the balance of the unexpired term created by the vacancy.

Board members presently existing shall continue in office for the remainder of their term and the appointment schedule shall continue in accordance with the established terms.

6. **Authority of Board**: From the effective date of this Agreement, the Board shall have all powers and authority to manage, operate, and regulate the system as provided in this Agreement and by Wyoming statute.

7. **Continuation or Modification of Agreement**: This Agreement may be continued by the mutual consent of the City and the School District and by resolutions duly enacted according to law, and may be further modified or amended from time to time as needed upon the written agreement of the City and the School District.

IN WITNESS THEREOF, the parties have entered this Agreement this ____ day of _____, 2020.

City of Sheridan, Wyoming

By:_____

Title:_____

Sheridan County School District No. 2, State of Wyoming

By:_____

Title:_____

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

Clerk

MEMORANDUM

Project Name:	Discussion of Contract with the County for Funding Impact Sheridan (Formerly known as the Wyoming Technology Business Center) - City Attorney Brendon Kerns
From:	
To:	Mayor and Council
CC:	Interim City Administrator Mike Jackson
Date:	

Attachments

Memo re funding
cooperative agreement
Sheridan County/UW agreement
FY20 One Cent Agreement

KERNS & BUNTING, LLC
200 W. Loucks St.
P.O. Box 6669
Sheridan, WY 82801
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BRENDON E. KERNS
bkerns@kernsbunting.com
Licensed in WY & MT

SHERYL S. BUNTING
sbunting@kernsbunting.com
Licensed in WY

MEMORANDUM

Date: **June 5, 2020**
To: **City of Sheridan Mayor and Council**
RE: **City/County/UW Funding Agreements**

The original WBTC cooperative agreement was entered into in the fall of 2014 and was set to expire December 31, 2018. The Agreement was amended on December 18, 2018, to be extended for one year and required $40,000 to be paid by the City on January 10, 2019 and then $6,667 to be paid be paid per month for a total of $40,000.00. The Cooperative Funding Agreement expired December 31, 2019. It appears that WTBC did not invoice the City as required and was not paid $40,000.00.

The University and County have entered into a new agreement to operate the incubator. Please find the Sheridan County/University of Wyoming WBTC Funding Agreement, ("WBTC Agreement") and the Cooperative Funding Agreement ("Cooperative Agreement") in your agenda packet. The two Agreements establish the funding mechanism for the Sheridan incubator. The Cooperative Agreement is the only agreement being submitted to the City for approval.

The Cooperative funding agreement is for three years. Per the WBTC Agreement, the County is required to pay the University $160,000 each year. The Cooperative Agreement would require the City to pay $80,000 per year. The Cooperative Agreement is backdated and will require payment for December 31, 2019, the amount which was not invoiced. The second payment is due June 30, 2020 which would be for the last 6 months of the incubator operation.

Staff would recommend that the Governing Body determine whether they wish to continue to fund WBTC and if so, how much should be provided. If the Governing Body determines that it would like to continue to fund WBTC, staff would recommend that the County be presented with the City's One Cent funding agreement which is standard for all one cent recipients. The County is requesting the use of City one cent funds and thus the City's standard contract is more appropriate.

Kerns & Bunting, LLC

Brendon Kerns

Cooperative Funding Agreement
Between Sheridan County and the City of Sheridan
For the Wyoming Technology Business Center – Sheridan Area

This AGREEMENT between the County of Sheridan (County) and the City of Sheridan (City) related to the Wyoming Technology Business Center – Sheridan Area and the funding requirements between the parties.

WHEREAS, having identified the need to assist start-up business as a part of the County's comprehensive economic development plan, the County in September 2010 approved resolution 10-05-005 and submitted a grant application the Wyoming Business Council (WBC) for the purchase of property for a business incubation facility, and

WHEREAS, in October 2010 the WBC approved the grant application and the County subsequently purchased commercial property in the Double Eagle Tech Park for the Sheridan Incubator Facility (SIF), and have entered into operating agreements to manage the Sheridan Incubator Facility, first with Forward Sheridan (2010), and subsequently with the University of Wyoming (2015), and

WHEREAS, Sheridan County and the City of Sheridan desire to provide funding to further the effectiveness and impact of the Wyoming Technology Business Center – Sheridan area and support local start-up businesses as a key element of local economic development strategies, and

NOW THEREFORE, the Parties to this AGREEMENT agree to the following:

1. Following execution of this AGREEMENT the City and the County shall each pay equal semi-annual payments for a period of three (3) years, for the services of WTBC at the SIF, as follows:

    A. Forty thousand dollars ($40,000.00) and no cents due and payable before December 31, 2019

    B. Forty thousand dollars ($40,000.00) and no cents due and payable before June 30, 2020

    C. Forty thousand dollars ($40,000.00) and no cents due and payable before December 31, 2020

    D. Forty thousand dollars ($40,000.00) and no cents due and payable before June 30, 2021

    E. Forty thousand dollars ($40,000.00) and no cents due and payable before December 31, 2021

DRAFT

F. Forty thousand dollars ($40,000.00) and no cents due and payable before June 30, 2022

2. The County and City shall work collaboratively with the University of Wyoming and with WTBC to accomplish the objectives identified in Exhibit A to that AGREEMENT between the University of Wyoming and County, the terms of which are incorporated herein by reference.

3. The County will ensure that the terms of the WBC grant and the terms of the Agreement between the University of Wyoming and the County are fully complied with at all times during the term of this Agreement.

4. This Agreement shall expire on June 30, 2022, unless otherwise extended by mutual agreement of the Parties. Further, this Agreement may be amended by written agreement of the Sheridan City Council and the Sheridan County Board of County Commissioners.

SHERIDAN COUNTY, WYOMING	CITY OF SHERIDAN
_____	_____
Nick Siddle, Chairman	Roger Miller, Mayor
Dated_____	Dated_____
ATTEST:	ATTEST:
_____	_____
Eda Schunk Thompson, County Clerk	Cecilia Good, City Clerk

DRAFT

AGREEMENT

THIS Agreement ("Agreement") is made effective on the date specified in Section 1 herein by and between Sheridan County and the University of Wyoming ("UW"), hereinafter referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the Sheridan Incubator Facility ("SIF") was constructed through funding from the Wyoming Business Council to be operated as a business incubator; and

WHEREAS, UW, under its Office of Research and Economic Development, operates the Wyoming Technology Business Center ("WTBC") on the UW campus in Laramie, the WTBC – Casper area in Casper, and the WTBC – Sheridan area in Sheridan, provides economic development consultation statewide, and has developed substantial expertise in the operation of business incubators; and

WHEREAS, Sheridan County desires that UW continue to assume responsibility for operating the WTBC – Sheridan area and the SIF, and operate a business incubator program that will provide valuable resources and expertise to assist Sheridan area entrepreneurs and enable business creation, start-up, and acceleration as an integral part of Sheridan's economic development strategy, and

WHEREAS, given the nature of a business incubator, the Parties recognize that the costs of operating the WTBC – Sheridan area will exceed the revenues it generates, thereby requiring additional funding beyond generated revenues to sustain operations; and

NOW THEREFORE, the Parties to this AGREEMENT agree to the following:

1. **Term of the AGREEMENT.**

   a. This AGREEMENT shall commence upon the date last signed and executed by the duly authorized representatives of the Parties to this AGREEMENT, and shall remain in full force and effect for a period of three (3) years following that date, unless sooner terminated as provided in Section 1, subsection (b).

   b. This AGREEMENT:

      i. May be terminated by either party without cause, upon sixty (60) days prior written notice. Termination of this Agreement shall not relieve a party from its obligations incurred prior to the termination date.

   c. All notices under this section shall be delivered by hand or by certified mail addressed to the parties as set forth below.

Sheridan County's address shall be:

Sheridan County Commission
224 S. Main St, Ste B-1
Sheridan, Wyoming

UW's address shall be:

Vice President for Research and Economic Development
University of Wyoming
Dept. 3355
1000 East University
Laramie, WY 82071

Any party may notify the other Party in writing of a different address for notice hereunder.

2. Duties of UW

a. Provide operational funding to support the WTBC – Sheridan area staffing that will administer the incubator program, manage the development of existing client businesses in the SIF, and recruit new potential clients that can benefit from the program.
b. Create, administer, and deliver an annual entrepreneurial business plan pitch competition that will stimulate interest around entrepreneurship in the community, identify new clients with high potential business plans, and provide a source of seed capital for business plan advancement.
c. Work collaboratively with the Sheridan area economic development ecosystem to promote and deliver regular networking and connection events to showcase entrepreneurial ventures, provide education on topics of interest, and identify and recruit additional clients into the incubator program.
d. Provide opportunities for student interns to work with incubator clients, thus providing mutual benefit for the interns and early-stage businesses.
e. Provide detailed annual financial reports on incubator operations and metrics as required by Sheridan County.
f. Maintain a lease between UW and Sheridan County under which UW assumes responsibility for operating the SIF and collect rent from clients and tenants.

3. Duties of Sheridan County

a. Make semi-annual payments to UW following the beginning of each contract year and upon receipt of an invoice by UW in the amounts set forth below:

i. For each contract year, one hundred and sixty thousand dollars ($160,000.00) as follows:
   A. Eighty thousand dollars ($80,000.00) due before January 20, 2020 and June 30, 2020.
   B. Eighty thousand dollars ($80,000.00) due before December 31, 2020 and June 30, 2021.
   C. Eighty thousand dollars ($80,000.00) due before December 31, 2021 and June 30, 2022.

ii. Provide direction annually to the UW Office of Research and Economic Development on priorities for Sheridan area contributed funds, with an emphasis on those identified areas that will raise the impact of incubator operations as an integral part of Sheridan's overall economic development strategies.

iii. Work collaboratively with UW to accomplish the objectives in Section 2.

iv. Work collaboratively with the City of Sheridan to secure a Cooperative Funding Agreement between Sheridan County and the City of Sheridan for the WTBC – Sheridan area incubator.

4. General Provisions

A. Amendments. Any Party may request changes in this AGREEMENT. Any changes, modifications, revisions or amendments to this AGREEMENT which are mutually agreed upon by and between the parties to this AGREEMENT shall be incorporated by written instrument, executed and signed by all Parties to this AGREEMENT.

B. Applicable Law. The construction, interpretation and enforcement of this AGREEMENT shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this AGREEMENT.

C. Entirety of Agreement. This AGREEMENT represents the entire and integrated agreement among the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Prior Approval. This AGREEMENT shall not be binding upon any Party unless this AGREEMENT has been reduced to writing before performance begins as described under the terms of this AGREEMENT.

E. Severability. Should any portion of this AGREEMENT be judicially determined to be illegal or unenforceable, the remainder of the AGREEMENT shall continue in full force and effect.

F. Sovereign Immunity. UW and Sheridan County do not waive their sovereign immunity by entering into this AGREEMENT, and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this AGREEMENT.

G. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this AGREEMENT shall not be construed so as to create such status. The rights, duties and obligations contained in this AGREEMENT shall operate only among the Parties to this AGREEMENT, and shall inure solely to the benefit of the Parties to this AGREEMENT. The provisions of this AGREEMENT are intended only to assist the Parties in determining and performing their obligations under this AGREEMENT. The Parties to this AGREEMENT intend and expressly agree that only Parties signatory to this AGREEMENT shall have any legal or equitable right to seek to enforce this AGREEMENT, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this AGREEMENT, or to bring an action for the breach of this AGREEMENT.

5. **Signatures.** In witness whereof, the Parties to this AGREEMENT through their duly authorized representatives have executed this AGREEMENT on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this AGREEMENT as set forth herein.

The effective date of the AGREEMENT is the date of the signature last affixed to this page.

SHERIDAN COUNTY

By: _____ _____
Nick Siddle, Chairman Date

ATTEST: _____ _____
Eda Schunk Thompson, County Clerk Date

UNIVERSITY OF WYOMING

By: _____ _____
Ed Synakowski Date
Vice President for
Research and Economic Development

By: _____ _____
David Jewell Date
Associate Vice President for Financial Affairs

CITY OF SHERIDAN ONE CENT FUNDING AGREEMENT

This Agreement is made by and between the City of Sheridan, a political subdivision of the State of Wyoming, ("City") and Sheridan County, Wyoming (the "Recipient").

WHEREAS, City has determined that the services provided by the Recipient in Sheridan, Wyoming, as hereinafter set forth, are of direct benefit to the welfare of the City of Sheridan and its residents, and that the City should assist in the funding thereof for the term of this Agreement.

NOW, THEREFORE, the City and Recipient do hereby agree as follows:

Section 1: RECIPIENT'S OBLIGATIONS.

a) SERVICES TO BE PROVIDED. Recipient agrees that, as a condition of receiving funds from the City, it will provide to the City of Sheridan and its residents, the following services:

- The Recipient shall perform and provide the necessary services to ensure the operation of the "Incubator" an organization established between Sheridan County and the University of Wyoming.

b) REPORTING. Recipient shall utilize generally accepted accounting procedures and practices, maintain books and all other documents, to sufficiently and accurately reflect all transactions of any nature to this Agreement. Such books, records, and other documents shall be available for inspection by City at Recipient's office upon reasonable notice and Recipient shall retain all such books, records, and other documents relevant to the services and funding relevant to this Agreement during the term of this Agreement for not less than five years thereafter or as otherwise required by law. Recipient shall assist the City, as reasonable, in the event City desires to audit Recipient. Additionally Recipient is required to provide the City the following reports:

- No less than annually, file a written report with the City Clerk's Office detailing the services provided pursuant to this agreement, the expenditure of funding, and the results achieved through the assistance of funding. The receipt of the report is required to receive funding, subject to Council approval, as specified in Section 2 as this agreement prescribes.
- A copy of the Federal Form 990, if required, within thirty (30) days of filing with the Internal Revenue Service.
- Upon the City's request, a representative of the Recipient shall give a report to the City of Sheridan's Governing Body on how funds are being used for their intended purpose.

c) POLITICAL ACTIVITY. Recipient shall not engage in any partisan political activity designed to bolster any political party or its specific political platform. Recipient may provide written or verbal information to individuals or candidates upon request provided such information is made available to the public at large on an equal basis. Recipient may

sponsor public forums organized to educate the general public on issues relevant the activities subject to this Agreement.

Section 2: CITY OBLIGATIONS. In consideration of the services to be provided by the Recipient to the City and its residents during fiscal year 2020 and fiscal years 2021 through 2022, the City will pay the Recipient the sum of Dollars ($) for services in fiscal year 2020 and the sum of Dollars ($) annually beginning in fiscal year 2021 to assist in the funding thereof subject to the availability of funds detailed in Section 4 below. The payment shall be made to Recipient on a quarterly basis by dividing the total obligation into 4 equal payments subject to section 4 of this agreement.

Section 3: TERM. This Agreement shall be backdated to January 1, 2020 and ends June 30, 2022, unless terminated in accordance with the provisions herein.

Section 4: AVAILABILITY OF FUNDS. The obligations of the parties are conditioned upon the availability of funds appropriated or allocated for use under this Agreement by the City from any governmental source. Whether funds are available for appropriation are solely in the discretion of the City. The City's payments are intended to be distributed on a quarterly basis with the final quarter payment to be made once the determination that sufficient funds are available or prorated if funds are not sufficient for full distribution. If funds are not allocated and available as needed for the parties to perform this Agreement, the Agreement may be terminated at the end of the period for which funds, if any, are available. Each party shall notify the other party at the earliest possible time if the Agreement will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or damages as a result of termination under this section.

Section 5: GENERAL COVENANTS.

a) NON WAIVER. Any waiver by City of any breach of covenant herein to be kept and performed by Recipient shall not be deemed as a continuing waiver and shall not operate to prevent City from declaring a forfeiture for any succeeding breach, either of the same or other covenant.
b) MODIFICATION. No modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by the parties and attached to the Agreement for the year in effect.
c) ASSIGNMENT. This Agreement is not assignable.
d) TERMINATION. This Agreement may be terminated:
    a. by either party at any time if the other party breaches this Agreement; or
    b. by either party upon thirty (30) days written notice to the other party of intent to terminate; or
    c. upon mutual written agreement by the parties.
e) NOTICES. Notices shall be sufficient if sent by United States Mail, postage prepaid, and addressed to as follows:

If to City:	If to Sheridan County:
City Clerk's Office	_____
PO Box 848	_____

Sheridan, WY 82801 Sheridan, WY 82801
or delivery in person.

f) COMPLIANCE WITH LAWS. Recipient shall comply with all applicable municipal, state, and federal ordinances, laws, rules, and regulations as they are now or as they are enacted, and shall not engage in any practice which may have the effect of discriminating against any entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religion.
g) INDEMNITY. Recipient shall indemnify, defend, and hold harmless City from and against any and all claims of any nature whatsoever arising from or in connection with the performance of any duties by Recipient related in any way to this Agreement.
h) GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.
i) CHOICE OF LAWS. The laws of the State of Wyoming govern this Agreement. Any litigation of this Agreement shall occur within the Fourth Judicial District of the State of Wyoming.
j) INDEPENDENCE OF AGREEMENT. Recipient is a Government Agency and nothing herein is intended, or should be construed as creating a relationship of partners, agency, representative, or employee/employer for any purpose.
k) THIRD PARTIES. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status.
l) PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
m) FORCE MAJEURE. Neither party shall be liable for failure to perform under this Agreement if such a failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but not limited to acts of public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

Section 5: ENTIRE AGREEMENT. This document constitutes the entire agreement of the parties.

ANY PERSON SIGNING CERTIFIES THAT HE OR SHE HAS BEEN PROPERLY AUTHORIZED TO ENTER INTO THIS AGREEMENT BY HIS OR HER RESPECTIVE PARTY. ADDITIONALLY, RECIPIENT CERTIFIES THAT IT IS A STATE OF WYOMING GOVERNMENT AGENCY.

Dated and made effective on: _____, 2020.

CITY OF SHERIDAN, WYOMING

Mayor

ATTEST:

City Clerk

SHERIDAN COUNTY, WYOMING

Board Chairman

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

Clerk

MEMORANDUM

Project Name:	Discussion of Vale Subdivision - Community Development Director Wade Sanner
From:	
To:	Mayor and Council
CC:	Public Works Director Lane Thompson, P.E.
Date:	

Attachments

Memo Vale Subdivision
Res 22-20

PLANNING DIVISION

MEMO

DATE:	June 4, 2020
TO:	Planning Commission
FROM:	Wade Sanner, Community Development Director
RE:	June 08, 2020 Planning Commission Packet Item PL 20-7, Vale Subdivision, 989 Loucks St.

Staff Recommendation

Staff recommends the Planning Commission provide a recommendation for approval to the City Council for PL 20-7, the Vale Subdivision, a minor subdivision, dividing one lot and portions of 3 lots into 3 lots, zoned R-1 Residence District.

Potential Findings

Prior to approving the final plat, the City Council will need to make the following findings per Sheridan City Code Appendix B §202:

(A) The City shall not approve any proposed subdivision of land which, by itself, or as a part of a larger tract, is contiguous to or completely surrounded by the boundaries of the City, unless the application is accompanied by a properly-acknowledged petition for annexation to the City.

(B) The City shall not approve any proposed subdivision of land which is within one mile of the corporate limits of Sheridan but not, at the time of submittal, eligible for annexation, unless the application is accompanied by a properly acknowledged agreement not to contest future annexation proceedings.

(C) Every plat shall conform to the Zoning Ordinance currently adopted at the time of final plat approval.

(D) All new subdivision developments within the Airport Influence Area within the city limits of the City of Sheridan shall grant an Avigation Easement to the Sheridan County Airport.

(E) No subdivision shall be approved within the corporate limits of the City of Sheridan, or one mile thereof, unless City Public Works staff concludes that an adequate long-term water supply exists to support the proposed use and density of the subdivision In accordance with City adopted policy. City elected officials acting as Council representatives on other boards or committees that review development shall likewise consider long-range water supply in making any determination.

Background

The properties were originally platted as the Western Addition to Sheridan Wyoming Subdivision platted in 1892. The applicant is requesting to subdivide 14,334 square feet from 1 lot and portions of 3 lots into 3 lots.

The property lies at the northwest corner of Loucks Street and Highland Avenue. Along the west side of the property is Vale Avenue an unimproved dirt road. Abutting the north side of the property is an unimproved alley. Overhead powerlines run the length of the alley. The alley way is designated right-of-way, but has not been paved or improved. The subject property consists of the following addresses: 9 Vale Street, 989 West Loucks and an unaddressed property at the corner of Loucks Street and Highland Avenue.

Lot 1 (9 Vale Street):

The lot has an area of 2,550 square feet with a width of 34 feet and a length of 75 feet. The property located at 9 Vale Street contains a 656 square foot 1-story home built in 1969. The home faces Vale Street (west), and encroaches in to the alley by 3 feet. The home does not meet the front yard and sideyard setbacks for a home in the R-1 zone district. The new configuration of Lot 1 will have an area of 4,945 square feet, with the width to remain 34 feet, but the length will extend to 145 feet.

Variance 1: Per Appendix B, Sec. 505 of the Sheridan City Municipal Code, the depth-to-front ratio of lots shall not exceed 2.5 to 1. The applicant is requesting lot to have a depth-to-front ratio to be 4.16:1.

Variance 2: Per Appendix A, Sec. 4.1 of the Sheridan City Municipal Code, each one-family dwelling shall be located on a lot having an area of not less than six thousand (6,000) square feet. The applicant is requesting that the area of lot one being 4,945 square foot.

Variance 3: Per Appendix B, Sec. 505 of the Sheridan City Municipal Code, the minimum lot width at the building setback line in the R-1 zone district shall be sixty feet.

Lot 2 (989 West Loucks Street):

The existing lot has a 50 foot frontage and an area of 5,350 square feet. The reconfiguration of this lot will widen the frontage to 60 feet and widen the lot to 90 feet. The property contains a 732 square foot single-family home built in 1933. The home does not meet the sideyard setback on the east side of the property, and does not meet the frontyard setback for a home in the R-1 zone district. The proposed lot area will be 5,400 square feet. The new lot is proposed to have a depth-to-front ratio of 1.5:1.

Variance 1: Per Appendix A, Sec. 4.1 of the Sheridan City Municipal Code, each one-family dwelling shall be located on a lot having an area of not less than six thousand (6,000) square feet. The applicant is requesting that the area of lot two being 5,400 square foot.

Lot 3 (Not Addressed Vacant Lot):

Lot 3 is an irregularly shaped parcel that was created when Highland Drive was realigned. The parcel is 6,432 square feet with a lot width of 66 feet that tapers to 37 feet. The parcel is vacant. The applicant is proposing to reduce the lot area to 4,122 square feet with a lot width of 56 feet at the lots widest point

and 35 feet at the narrowest point. The reduction of 2,310 square feet will be incorporated in to the square footage of Lot 1 and Lot 2, the proposed depth-to-front ratio of 1.77:1.

Variance 1: Per Appendix A, Sec. 4.1 of the Sheridan City Municipal Code, each one-family dwelling shall be located on a lot having an area of not less than six thousand (6,000) square feet. The applicant is requesting that the area of lot three being 4,122 square foot.

The applicant is requesting the subdivision to allow for financing of the homes, as well as clean up the existing property lines. The encroachment of the home on Lot 1 into the alleyway will be rectified in the future with a right-of-way vacation to be pursued after the approval of the subdivision. Lot 3 is proposed to remain vacant with no plans to construct a home on the lot.

Staff Comments

Staff offers the following comments on final plat required findings:

(A) *The City shall not approve any proposed subdivision of land which, by itself, or as a part of a larger tract, is contiguous to or completely surrounded by the boundaries of the City, unless the application is accompanied by a properly-acknowledged petition for annexation to the City.*

This property falls completely within the City limits, so this condition does not apply.

(B) *The City shall not approve any proposed subdivision of land which is within one mile of the corporate limits of Sheridan but not, at the time of submittal, eligible for annexation, unless the application is accompanied by a properly acknowledged agreement not to contest future annexation proceedings.*

Again, not applicable in this case, the property is within the city limits.

(C) *Every plat shall conform to the Zoning Ordinance currently adopted at the time of final plat approval.*

The proposed lots will allow for adequate setbacks and development on the lot for single-family residential uses. The property is zoned R-1. Any future improvement will be reviewed and approved through the building permit process as required.

(D) *All new subdivision developments within the Airport Influence Area within the city limits of the City of Sheridan shall grant an Avigation Easement to the Sheridan County Airport.*

This subdivision is outside of the Airport influence area.

(E) *No subdivision shall be approved within the corporate limits of the City of Sheridan, or one mile thereof, unless City Public Works staff concludes that an adequate long-term water supply exists to support the proposed use and density of the subdivision In accordance with City adopted policy. City elected officials acting as Council representatives on other boards or committees that*

review development shall likewise consider long-range water supply in making any determination.

The Utilities Department has determined there is adequate water and sewer capacity to serve all three lots.

Staff has no further comments at this time.

Attachments:

1. Vale Subdivision Plat
2. Resolution 22-20
3. Aerial Photograph

CITY OF SHERIDAN
RESOLUTION 22-20

A RESOLUTION approving PL 20-7, the final plat of Vale Subdivision, dividing ± 14,334 square into 3 lots. Zoned R-1 Residence District, located at 989 Loucks Sttreet.

WHEREAS, the final plat of Vale subdivision has been reviewed for consistency with Appendix B (Subdivision Regulations) and other applicable City code; and

WHEREAS, all applicable requirements for a final plat, have been met and all documents meet the applicable requirements in Appendix B (Subdivision Regulations); with the exception of the variances from Sheridan City Code Appendix B §505(C)(1) requiring the depth-to-front ratio of lots shall not exceed 2.5 to 1, Appendix A §4.1(C) single-family homes located within the R-1 residential zone district shall be located on lots not less than six thousand (6,000) square feet, and City Code Appendix B §505(C)(1) requiring a minimum lot width at the building setback line to be sixty feet.

Now, therefore, be it resolved by the City Council of the City of Sheridan:

That the final plat of the Val Subdivision, dividing ± 14,334 square feet into 3 lots zoned R-1 Residence District, located at 989 Loucks Street.

Is hereby approved by vote of the City of Sheridan's City Council with the following variance:

> A variance from Sheridan City Code Appendix B §505(C)(1) requiring; the depth-to-front ratio of lots shall not exceed 2.5 to 1, Appendix A §4.1(C) single-family homes located within the R-1 residential zone district shall be located on lots not less than six thousand (6,000) square feet, and City Code Appendix B §505(C)(1) requiring a minimum lot width at the building setback line to be sixty feet.

In approving the variance from the depth to frontage ratio requirements and area variance, the City Council finds the following in accordance with SCC Appendix B §204(A).

1. The granting of the variance will not be detrimental to the public safety, health or welfare, or be injurious to other property;

2. The conditions upon which the request for a variance is based are unique to the property for which the variance is sought and are not applicable generally to other property in the area; or because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out;

3. The variance is necessary for reasonable development of the property in question and will alleviate a clearly demonstrable hardship.

In approving the Vale subdivision, the City Council finds the following as required by Sheridan City Code Appendix B §202:

A. The property is already within the corporate limits of the City and requires no further action as pertains to annexation.

B. The lots as platted conform to the requirements of the City Zoning Ordinance with the exception of the variances granted.

C. The subdivision falls outside of the Airport Influence Area.

D. As concluded by City Public Works staff, there is adequate long-term water supply to serve this subdivision as of the time of this resolution.

PASSED, APPROVED, AND ADOPTED this 13th day of June 2020.

_____
Roger Miller, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

Treasurer

MEMORANDUM

Project Name:	Discussion of Resolution #21-20 - FY20 Budget Revision #2 - City Treasurer Karen Burtis
From:	Karen Burtis, City Treasurer
To:	Mayor and Council
CC:	
Date:	05/12/2020

Recommendation:

Staff recommends the approval of Resolution #21-20 authorizing adjustments to the FY20 Budget.

Background:

During the current fiscal year, unanticipated income was received creating amounts available for potential budget expenditures. Unexpected expenditures occurred that need to be funded. Transfer of appropriations and modifications of estimated revenues and appropriations are needed as the year progresses and more definitive information is obtained. Resolution #21-20 is an accumulation of the previously mentioned items which need to be accounted for in the revised fiscal year 2020 budget. Resolution #21-20 shows the summarized amendments, revisions, and appropriations to the FY20 Budget.

Funding:

All funds are balanced with FY20 budgeted revenues, with the exception of the Sewer, Solid Waste, and Weed & Pest Funds. The Sewer Fund will use $4,500 of reserves to cover additional chemical costs related to e-coli. The Solid Waste Fund will use $48,956 of reserves to cover unexpected repairs to buildings and equipment. The Weed & Pest Fund will use $26,885 of budgeted revenue and $64,493 of reserves to cover an office remodel and equipment purchase.

Attachments

Resolution #21-20

CERTIFIED RECORD

OF

PROCEEDINGS OF THE GOVERNING BODY OF

THE CITY OF SHERIDAN, WYOMING

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

A regular meeting of the governing body (the "Governing Body") of the City of Sheridan, State of Wyoming, was held at the regular meeting place of the Governing Body at 55 East Grinnell, Sheridan, Wyoming, on June 15, 2020, at the hour of 7:00 p.m. pursuant to notice and call duly given to each member of the Council.

The meeting was called to order by the Mayor, and upon roll call, the following members were present, constituting a quorum:

Mayor: _____
Council Members: _____
_____
_____
_____
_____
_____
Absent: _____

There was also present: _____

Thereupon the following proceedings, among others, were had and taken. The following resolution was introduced and read by title only

RESOLUTION NO. 21-20

A RESOLUTION ON FISCAL YEAR 2020 APPROPRIATIONS AND BUDGET REVISIONS

WHEREAS, the City of Sheridan adopted its FY2020 budget on June 17, 2019 (the "Budget");

WHEREAS, the City's Budget, requires additional amendments, revisions, and appropriations;

WHEREAS, a Notice of Public Hearing of such budget, together with the summary of said budget amendments, revisions, and appropriations was published in the Sheridan Press, a legal newspaper and of general circulation in the County on the 8th of June, 2020;

WHEREAS, a Public Hearing was held on such budget at the time and place specified in said Notice, and which time all interested parties were given an opportunity to be heard;

WHEREAS, following such Public Hearing, certain alterations and revisions were made in such proposed budget, all of which more fully appear in the Minutes of the Council.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Sheridan adopts the additional amendments to the Budget with the year ending June 30, 2020, as the amendments, revisions and appropriations are more specifically described on Exhibit A, attached hereto and incorporated herein.
2. Confirming that the mill levy will remain at 8 mills.
3. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.
4. All resolutions, or parts thereof, inconsistent with this Resolution or within any of the documents hereby approved, are hereby repealed only to the extent of such

inconsistency. This repealer shall not be construed as reviving any resolution or part thereof.

5. This Resolution shall be in full force and effect upon its passage and adoption.

PASSED, ADOPTED AND APPROVED _____, 2020.

CITY OF SHERIDAN, WYOMING

_____
Roger Miller, Mayor

ATTESTED:

_____
Cecilia Good, City Clerk

A motion was made by Council Member _____ that the foregoing resolution be passed and adopted, and Council Member _____ seconded the motion.

The roll was called with following results:

Those voting YES: _____

Those voting NO: _____

A majority of the members elected to the Governing Body having voted for the passage and approval of the resolution, the Mayor declared the resolution duly passed and adopted. After consideration of other business to come before the Governing Body, the meeting was adjourned.

CITY OF SHERIDAN, WYOMING

_____
Roger Miller, Mayor

ATTESTED:

_____
Cecilia Good, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

I, _____, the duly appointed, qualified, and acting City Clerk of the City of Sheridan, Wyoming (the "City"), do hereby certify:

1. The foregoing pages are true, correct and complete copies of the record of the proceedings of the Governing Body of the City, had and taken at a regular meeting thereof held at the regular meeting place of the Council at 55 East Grinnell, Sheridan, Wyoming, on _____, 2020, at the hour of 7:00 p.m., as recorded in the records of the Governing Body kept in my office.

2. The proceedings of the Governing Body were duly had and taken as therein shown, the meeting therein shown was duly held, due notice and call was given each member, and the persons therein named as present at the meeting were present as shown by the minutes.

3. Notice of the meeting has been given as required by statutes of the State of Wyoming relating to meetings of governmental agencies. (W.S. Sections 16-4-401 through 16-4-407.)

WITNESS my name and the seal of the City, on _____, 2020.

_____
Cecilia Good, City Clerk

EXHIBIT A

Summary of Revised FY20 Budget Appropriations

Fund	FY20 Current Budget Appropriations	Adjustments	FY20 Revised Budget Appropriations
General	13,105,828	245,734	13,351,562
Special Revenue	37,633,956	(801,131)	36,832,825
Enterprise	14,375,312	242,034	14,617,346
Debt Service	250,872	0	250,872
Total	65,365,968	(313,363)	65,052,605
Mill Levy - 8 Mills	1,580,800		1,580,800

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

Utilities

MEMORANDUM

Project Name:	Discussion of a Professional Services Contract with Burns & McDonnell for the Final Design and Bidding of the Landfill's T6/T7/T8 Cell Closure - Utilities Director Dan Roberts
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	
Date:	06/04/2020

Recommendation:

Staff recommends the Mayor and City Council authorize a Professional Services Contract with Burns & McDonnell in the amount of $54,209.00 to perform the final design and bidding for the Sheridan Landfill T6/T7/T8 Cell Closure project.

Background:

In 2017, Wyoming's Solid Waste Rules and Regulations (SWRR) were updated to require landfill permits to be for the lifetime of the facility. The permitting process requires all future landfill cell closures and new cell development (projects) within the landfill being permitted to be proven viable through design. Proving the viability of future landfill projects requires a 70% design effort of each, thus obtaining a lifetime permit, consisting of multiple projects, which requires much more work to be done upfront with the permit application.

The City initiated the landfill's lifetime permitting process in 2017 by entering into a contract for professional services with Burns & McDonnell to prepare the permit application. Within the scope of the contract work, the preliminary design of the Sheridan Landfill's T6/T7/T8 Cell Closure, for reasons described above, had to be conducted and has since been completed.

Since the Landfill's cells T6/T7/T8 are no longer active cells, Wyoming's SWRR requires these cells to be closed (capped/covered with a geosynthetic liner in this case) and enter into post closure monitoring for 30 years.

This Contract for Professional Services (attached), prepared for the Mayor and City Council's consideration, will authorize Burns & McDonnell to complete the final design work for the T6/T7/T8 Cell Closures project and obtain contractor bids for construction which is expected to occur in January 2021.

Funding:

Funding for this work has been appropriated from the Solid Waste Enterprise Fund into the "Landfill Cell Closures & Cell 10 Development" capital project fund. This project fund currently has $4.2M acquired from CWSRF funding (2.5% interest with 25% principal forgiveness), where $3.4M is designated specifically for the final design and construction of T6/T7/T8 Cell Closure. The FY21 budget proposes to appropriate an additional $50,000 into this capital project fund for supplemental funding to complete the final design and bidding of this project.

Attachments

CONTRACT FOR PROFESSIONAL SERVICES

FOR

Sheridan Landfill Final Design and Bidding of T6/T7/T8 Cell Closure

THIS CONTRACT, made and entered into on _____, by and between the following:

CITY OF SHERIDAN, a Municipal Corporation, Sheridan, Wyoming 82801, hereinafter designated the Owner

and

Burns & McDonnell Engineering Company, Inc., a professional corporation, hereinafter designated the Consultant.

WITNESSETH:

WHEREAS, the Owner has need for an Engineering Consultant and;

WHEREAS, the Owner has authority to contract for consulting engineering services, and;

WHEREAS, the Consultant represents that he is qualified to perform such services, is in compliance with the Wyoming Statutes relating to the registration of professional engineers and is willing to furnish such services to the Owner;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the Parties hereto agree as follows:

1. **CONSULTANT RIGHTS AND DUTIES**: the Consultant's duties and responsibilities include the following:

   A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Consultant's portion of the project as defined in Section 3 - Scope of Work, and to prepare and deliver to the Owner all plans, specifications, bid documents and other material as designated herein.

   B. Ascertain such information as may have a bearing on the work from local units of government, utility companies and private organizations and shall be authorized to procure information from other authorities besides the Owner, but shall keep the Owner advised as to the extent of these contacts and the results thereof.

   C. Prepare and present such information as may be pertinent and necessary, in order for the Owner to pass critical judgment on the features of the work. The Consultant shall make changes, amendments or revisions in the detail of the work as may be required by the Owner. When alternates are being considered, the Owner shall have the right of selection.

   D. Consultant will exercise reasonable skill, care, and diligence in the performance of its work and will carry out its responsibilities in accordance with the standards of sound engineering and present Owner, State and National standards and policies currently in use at the time of performance of the work.

   E. Conform to the applicable requirements of the State of Wyoming applicable to providing professional services including codes and standards nationally recognized.

   F. To perform professional services in connection with the project and will serve as the Owner's representative in those phases of the project to which this agreement applies.

G. Where federal funds are involved, the necessary provisions to meet all applicable requirements will be complied with and documents secured and placed in the bidding documents.

H. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Consultant. Reports will be submitted in a timely manner to permit prompt resolution of problems.

I. The Owner shall have the right of review and examination of the Consultant's work and records pertaining to this project accounting at all reasonable times.

J. Name a Project Manager who shall be the liaison between the Owner and the Consultant. For this project the Project Manager designated is _____.

K. If the Consultant fails to meet the foregoing standards, Consultant will perform at its own cost, and without reimbursement from Owner, the professional services necessary to correct errors and omissions which are caused by Consultant's failure to comply with above standard, and which are reported to Consultant, in writing, within one year from the completion of Consultant's services for a Project. The obligations and remedies stated herein are the sole and exclusive obligations of Consultant and remedies of Owner, whether liability of the Consultant is based on contract, warranty, tort or otherwise. No warranty, express or implied, is included in this Contract or regarding any drawing, specification, or other work product or instrument of service or oral or written representation by Consultant or its employees or subconsultants.

2. OWNER RIGHTS AND DUTIES: The Owner's duties are set forth as follows:

A. To furnish all labor, materials, equipment, supplies, incidentals, and approvals necessary to conduct and complete the Owner's portion of the project as designated in the scope of work.

B. Name a Project Manager who shall be the liaison between the Consultant and the Owner. For this project the Project Manager designated is Bradley A. Coleman.

C. Place at Consultant's disposal all available information pertinent to the assignment, including previous reports and any other data relative thereto. Consultant shall rely on information made available by Owner as accurate without independent verification.

D. Provide access to and make all provisions for Consultant to enter upon property as required for Consultant to perform its services under this Agreement.

3. SCOPE OF WORK: The professional services to be provided by the Consultant under this Agreement shall be as necessary to furnish surveys, designs, drawings, details, analyses, plans, specifications, estimates, services during construction and other items incidental and necessary to implement the Project. The design standards shall follow the City of Sheridan's Public Infrastructure Design Standards, 2017 Edition. All designs plans and specifications shall be in accordance with the City's policies and procedures and applicable federal or state laws, guidelines and standards in effect as of the date of this Agreement. The Consultant shall perform the work covered by this agreement which consists of:

A. The Project shall consist of the following components:
   (1) Completing the final (100 percent) design of the T6/T7/T8 cover system consistent with the permit-level (approximately 70 percent complete) design currently in the Sheridan Landfill's lifetime permit application, which was completed under a separate contract.
   (2) Modifying the Sheridan Landfill's current operating permit to include the T6/T7/T8 cover system final design.
   (3) Assisting the City in advertising and bidding the work described in the T6/T7/T8 cover system final design.

(4) Providing construction administration services. It is understood that this contract will be modified after bidding and prior to construction to incorporate this scope and cost.

B. Final Design and Permitting
   (1) As described under Task 1 in Exhibit A.

C. Advertise and Bidding
   (1) Prepare an advertisement for the Project to be released to the local press. Deliver the advertisement to the local press to be published.
   (2) Conduct one pre-bid meeting to explain and show the Project to all prospective bidders.
   (3) Answer and log questions asked by potential contractors, suppliers, and others concerning the Project.
   (4) Conduct the bid opening for the Project.
   (5) Assist City with evaluation of construction bids and make a recommendation for contract award to the City.
   (6) As further described under Task 2 in Exhibit A.

D. Construction Administration
   (1) This contract and its exhibits will be amended to included Construction Administration after the Advertise and Bidding task is completed.

4. **DESIGN PHASE COMPLETION**: The completion date for the Consultant's work shall be by the following schedule:

A. September 30, 2020 Submit Final Design to Owner for review.
B. October 31, 2020 Submit Final Design permit amendment request to the Wyoming Department of Environmental Quality.

The established completion dates shall not be extended because of any unwarranted delays attributed to the Consultant, but may be extended by the Owner in the event of a delay attributed to the Owner or because of unavoidable delays due to severe weather, street conditions, or by any natural catastrophe or governmental action or inactions, quarantines, pandemics, epidemics, or conditions beyond the control of the Consultant.

Delays affecting the completion of the work within the time specified for the completion by more than ninety (90) days, not attributable to or caused by the Parties hereto, may be considered as cause for the renegotiation or termination of this Contract.

If the Consultant is behind on this Contract due to no fault of the Owner, then the Consultant hereby acknowledges the right of the Owner to withhold future Contracts to the Consultant in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.

Estimates and projections prepared by Consultant relating to project costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on Consultant's experience, qualifications, and judgment as a design professional. Since Consultant has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, Consultant does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by Consultant.

Project site visits by Consultant during construction, site remediation or equipment installation, or the furnishing of Project resident representatives shall not make Consultant responsible for the construction or remediation contractor's means, methods, techniques, sequences or procedures; for the contractor's safety precautions or programs; or for such contractor(s') failure to perform its work in accordance with the plans and specifications. Consultant is and shall remain responsible for the performance of those persons or entities having a contract with Consultant to furnish services as Consultant's independent subconsultant or subcontractor.

5. **PAYMENT**: The work of the Consultant, as outlined in the scope of work, shall be accomplished for the fees as detailed below:

A. Time and Materials Method

The Owner shall pay the Consultant for basic services for the overall scope of work performed under Section 3 of this Agreement, a not-to-exceed amount of $54,209 on a time and materials basis and in accordance with the rate sheet in Exhibit B as herein described.

(a) For services rendered for the Final Design, Section 3B, the Consultant shall be paid on a time and materials basis for services rendered, not to exceed a total of $41,238,

Payment shall be paid to the Consultant upon receipt of the Consultant's invoice, said estimate being proportioned to the work completed by the Consultant. Payment shall be made within 30 days of the receipt of invoice.

(b) For services rendered for the Advertising and Bidding, Section 3C, the Consultant shall be paid on a time and materials basis for services rendered, not to exceed a total of $12,971,

Payment shall be paid to the Consultant upon receipt of the Consultant's invoice, said estimate being proportioned to the work completed by the Consultant. Payment shall be made within 30 days of the receipt of invoice.

Assumptions used in establishing the not-to-exceed cost of services proposed in this Agreement are outlined in Exhibit A to this Agreement. Exhibit B to this Agreement establishes the Time and Material Rates used to determine the total not-to-exceed costs outlined in Section 5 of this Agreement and will be utilized to determine regular progress payments for services rendered.

B. **INSPECTION AND AUDIT**: All books, papers, records, payrolls, vouchers, and invoices relating to costs and expenditures incurred in the performance of the services by the Consultant hereunder shall be made available to the Owner, or their authorized representatives, for audit and review at the Consultant's respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment. Notwithstanding anything to the contrary herein, in no event shall Owner be entitled to audit the composition of any agreed upon fixed rates or percentage multipliers.

The above amounts are based on expected salary costs during the coming year. If delay in portions of the work occurs, higher costs may result. These cost increases, if any, shall become effective only on the mutual agreement of the Owner and Consultant and shall be made a part of this agreement by means of an amendment.

The Consultant shall submit statements to the Owner at monthly intervals for interim payment of that portion of the work completed. Such estimates shall include costs incurred to date.

In the event this Contract is terminated prior to completion, copies of the Consultant's data, recommendations, plans, specifications, analysis and other related documents prepared by the Consultant prior to said termination, shall be delivered to and become part of the property of the Owner, after receipt of payment in full by Owner.

C. **ADDITIONAL SERVICES NOT COVERED BY THIS AGREEMENT**: If authorized by the Owner in writing, the Consultant will provide additional Professional Services in connection with the project as set forth below.

(1) Services due to changes in the scope of the project or its design, including, but not limited to, changes in size, complexity, schedule, or character.

(2) Revising studies, reports, design documents, drawings or specifications which have previously been approved by the Owner or when such revisions are due to causes beyond the control of the Consultant.

(3) Preparation of documents for out-of-sequence work requested by the Owner.

(4) Preparation of detailed renderings, exhibits, or scale models of the project.

(5) Providing other services not otherwise provided for in the agreement, as mutually agreed upon by the parties.

6. **EMPLOYMENT**: The Consultant warrants that he has not employed or retained any company or persons, other than a bona fide employee, working solely for the Consultant, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any commission, percentage, brokerage fee, gifts or any other considerations contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability, or at its discretion to deduct from the Consultant fee, or otherwise recover the full amount of such commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of the Consultant while engaged in the performance of any work or services required by the Consultant shall be considered employees of the Consultant only and not of the Owner, and any and all claims that may arise under the Workman's Compensation Act on behalf of said employees while so engaged and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

The Consultant shall be subject to and comply with Title VI of the Civil Rights Act of 1964; Section 140, Title 23, United States Code, and all regulations promulgated thereunder.

The Consultant shall comply with all provisions of Equal Employment Opportunity (EEO) and Disadvantaged Business Act (DBA - Minority and Women's Business Enterprises), and the Owner's implementation plan of this act.

7. **DECLARATION OF NO FINANCIAL INTEREST**: The Consultant hereby declares that the Consultant's partners, principal shareholders, officers and professional engineers assigned to or otherwise working on the projects or in any way associated with Consultant does not own any equitable or legal rights to property within the project, whether public or private, or have any interest either directly or indirectly in the project except for the renumeration provided herein: None.

8. **SUCCESSORS AND ASSIGNS**: This agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and the Consultant respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Consultant shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

9. **CHANGES IN WORK**: The Consultant shall make such revisions in the reports, plans, and specifications which have been completed, approved and accepted by the Owner as are reasonably necessary to correct the Consultant's negligent errors or omissions when reported to Consultant in writing by the Owner, within one year from the completion of Consultant's services for a Project, without additional compensation therefor. The obligations and remedies stated herein are the sole and exclusive obligations of Consultant and remedies of Owner, whether liability of the Consultant is based on contract, warranty, tort or otherwise.

Any change in the scope of work as stated in this Contract for whatever reason, will be negotiated between the Owner and the Consultant and an amendment to the Contract will be issued with the appropriate change of work and Contract fee noted.

10. **LEGAL RELATIONS**: The Consultant shall comply with all Federal, State and local laws and ordinances applicable to the work to be done in effect as of the date of this Agreement.

11. **INSURANCE**: The Consultant shall secure and furnish to the Owner Certificate of Liability Insurance, therein, including the Owner as an additional insured on the General Liability policy, to include thirty (30) days notice of cancellation or non-renewal. The General Liability limit of liability for Bodily Injury and Property Damage to be One Million Dollars ($1,000,000) single limits per occurrence and in the aggregate to include underground excavation, with any insurance company authorized to do business in the State of Wyoming. The Consultant shall also furnish the Owner proof of Error and Omission Insurance Coverage in the amount of $1,000,000 per claim and in the aggregate.

12. **TERMINATION OF AGREEMENT**: The right is reserved by the Owner to terminate this Contract at any time upon not less than thirty (30) days written notice to the Consultant. If termination is due to the material failure of the Consultant to fulfill its agreement obligations, the Owner may take over the work and complete it after providing the Consultant thirty (30) days written notice to cure the Consultant's deficiencies.

    In the event this Contract is terminated by the Owner, the Consultant shall be paid for the amount of work performed or services rendered to date of termination per the Contract fee.

    In the event this Contract is terminated prior to completion, the originals of all plans shall remain the property of the Consultant. All information relating to the project and prepared under the terms of this Contract, including schedules, reports, data, recommendations, exhibits, analyses, plans, and specifications, shall be deemed the property of the Owner. Reproducibles of all notes, reports, plans, and specifications shall be made available at the Owner's request.

13. **ENDORSEMENTS**: The Consultant shall furnish professional stamps, statements, or other suitable means to signify responsible endorsement of work, on all drawings and reports furnished by him, as required by applicable law.

14. **OWNERSHIP OF DOCUMENTS**: The original tracings of all plans shall remain the property of the Consultant. All information relating to the project and prepared under the terms of this Contract, including schedules, reports, data, recommendations, exhibits, analysis, plans, and specifications, shall be deemed the property of the Owner. Reproducibles of all notes, reports, plans, and specifications shall be made available at the Owner's request; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to Consultant, or to Consultant's independent professional associates or consultants.

15. **PUBLIC INFORMATION**: The Consultant shall not issue any statements, releases or information for public dissemination without prior approval of the Owner.

16. **PROPRIETARY RIGHTS**: If patentable discoveries or inventions for the work are required to be created herein by Consultant, all rights accruing from such discoveries or inventions shall be the property of the Owner.

17. **RECORDS**: The Consultant shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the Contract term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the Owner and copies thereof shall be furnished if requested.

18. **ATTORNEY**'s **FEES AND COSTS**: That in the event it becomes necessary for either Party to this Contract to retain an attorney to enforce any of the terms or conditions of this Contract or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.

19. **LITIGATION LOCATION**: In the event litigation is pursued under this contract it will be in the 4th Judicial District of the State of Wyoming.

20. **ADMINISTRATION MEDIATION**: Any disputes concerning the Consultant's performance of the work between the Consultant and the Owner shall be referred for determination to the City Administrator of the City before commencing any legal action to resolve the same.

21. **MODIFICATION AND AMENDMENTS**: That any amendment or modifications of this Contract or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this contract.

22. **HOLD HARMLESS PROVISION**: The Consultant shall only be liable for professional services stated specifically under the scope of this Agreement. The Consultant shall be indemnified and held harmless for any claims, damages, or liabilities arising from any act, neglect, default or mismanagement by the Owner, its Contractors, and their agents or employees.

The Consultant hereby agrees to indemnify and hold the Owner harmless from all losses, direct damages, and expenses for bodily injury, sickness and/disease, including death, or for economic injury or damages to third-party private property to the extent caused by any negligent acts or omissions of the Consultant, their agents, employees, or both, in performing the work required.

23. In no event will Consultant be liable for any special, indirect, or consequential damages including, without limitation, damages or losses for environmental impairment, increased project construction costs, loss of revenue or profit, lost production, fines, or penalties. The Consultant's aggregate liability for all damages connected with its services under Agreement will not exceed the compensation paid under this Contract.

24. Hazardous Substances: Any substances, chemicals, pollutants, explosive ordinances, or other materials, in whatever form or state, including, without limitation, product, waste, contaminant, smoke, vapors, soot, fumes, acids, alkalis, minerals, liquids, gases, or any other material, irritant, contaminant, or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever including, without limitation, those substances defined, designated, or listed in the Clean Water Act (33 U.S.C. §1251 et seq.), Clean Air Act (42 U.S.C. §7401 et seq.), Emergency Planning & Community Right-to-Know Act (42 U.S.C. §11001 et seq.),Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. §6901 et seq.), Toxic Substances Control Act (15 U.S.C. §2601 et seq.), Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. §9601 et seq.), or as defined, designated, or listed under any other federal, state, or local law, regulation, or ordinance concerning hazardous substances, toxic or dangerous substances, chemicals, wastes, pollutants, contaminants, or explosive ordinances.

25. County and Consultant acknowledge and understand that County shall retain ownership of and title to any Hazardous Substances originating at, found on, brought to, removed from, or generated from the project site or operations on the premises. The parties agree that such Hazardous Substances, including substances designated as waste, were not caused by and are not the responsibility of Consultant; and that this Contract, or any documents associated with this Contract, do not attempt to nor do they actually transfer responsibility, liability, or ownership for Hazardous Substances to Consultant. Under no circumstances shall Consultant assume ownership of or legal liability for such Hazardous Substances under any law, rule, order, or regulation pertaining to Hazardous Substances, or assume the status of generator, transporter, storer, treater, or disposal facility, or arranger of transport, storage, or disposal, for Hazardous Substances.

Burns & McDonnell Engineering Company, Inc.

NAME: _____

BY: _____

TITLE: _____

DATE: _____

CITY OF SHERIDAN, WYOMING

BY: _____
{Insert Official Name Here}

DATE: _____

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

Clerk

MEMORANDUM

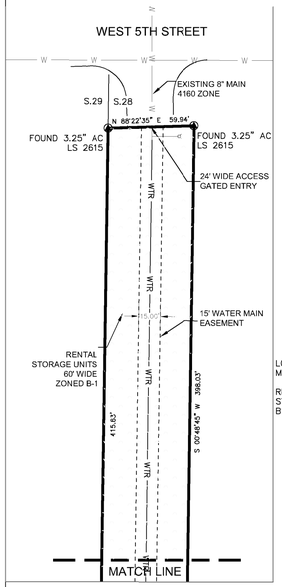
Project Name:	Discussion of Hidden Bridge Ranch PUD to rezone 18.55 acres from R-1 Residence District and B-1 Business District to a PUD Planned Unit Development - Community Development Director Wade Sanner
From:	
To:	Mayor and Council
CC:	Public Works Director Lane Thompson, P.E.
Date:	

Attachments

Hidden Bridge plat
Hidden Bridge Report

HIDDEN BRIDGE RANCH
PLANNED UNIT DEVELOPMENT

OF LOT B, HIDDEN BRIDGE MINOR SUBDIVISION, CITY OF SHERIDAN AND A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW¼NW¼), SECTION 28, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN, COUNTY, WYOMING
TOTAL AREA: ±18.55 ACRES





LOCATION MAP
(NO TRUE SCALE)

NOTES:

EXISTING ZONING
MAJORITY OF THIS DEVELOPMENT IS IN THE B-1 ZONE, A LARGE PORTION OF LOT B IS IN THE R-1 ZONE

PROPOSED LAND USE;

RESIDENTIAL AND OPEN SPACE LAND USE TO BE CONSISTENT WITH R-2 RESIDENCE DISTRICT LAND USES

COMMERCIAL LAND USE SIMILAR TO B-1 BUSINESS DISTRICT FOR RENTAL STORAGE BUSINESS USE IN LOT 100 AND A HOME SALES OFFICE IN LOTS 1 AND 2.

TYPICAL STREET SECTION: 36'
TYPICAL STREET SECTION ENTRANCE: 24' BOC (ONE-WAY)
SIDEWALK: 5' CONCRETE ATTACHED

OPEN SPACE:
OPEN SPACE REQUIREMENT FOR LOT B (9.51 ACRES) OF HIDDEN BRIDGE MINOR SUBDIVISION WAS INCLUDED WITH THE HIDDEN BRIDGE MINOR SUBDIVISION.

OPEN SPACE REQUIREMENT FOR THE OTHER TRACT WAS INCLUDED WITH THE 8TH AND 9TH FILING OF CLOUD PEAK RANCH.

SET BACKS ARE:
22' – FRONT
20' – BACK
5' – SIDE
10' – CORNER SIDE

TOTAL NUMBER OF RESIDENTIAL LOTS:	95	
TOTAL NUMBER OF COMMERCIAL LOTS:	1	
AREA OF OPEN SPACE	±1.59 ACRES	8.6%
AREA OF RESIDENTIAL LOTS	±10.89 ACRES	58.7%
AREA OF COMMERCIAL LOTS	±1.25 ACRES	6.7%
AREA OF STEETS	±4.83 ACRES	26%

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1370.00'	123.37'	123.33'	S 19°27'03" W	5°09'34"
C2	130.00'	1.15'	1.15'	N 67°40'58" W	0°30'26"
C3	130.00'	43.05'	42.85'	N 57°56'33" W	18°58'24"
C4	130.00'	43.05'	42.85'	S 38°58'09" E	18°58'23"
C5	130.00'	43.05'	42.85'	S 19°59'44" E	18°58'26"
C6	130.00'	25.70'	25.66'	S 04°50'40" E	11°19'42"
C7	130.00'	32.27'	32.19'	N 07°55'54" E	14°13'27"
C8	130.00'	38.60'	38.46'	S 23°33'01" W	17°00'46"
C9	130.00'	60.55'	60.00'	S 45°23'57" W	26°41'06"
C10	130.00'	70.87'	70.00'	S 74°21'36" W	31°14'14"
C11	330.00'	4.92'	4.92'	S 89°35'40" E	0°51'14"
C12	330.00'	37.50'	37.48'	N 85°54'43" W	6°30'39"
C13	330.00'	37.50'	37.48'	N 79°24'04" W	6°30'39"
C14	330.00'	37.50'	37.48'	N 72°53'25" W	6°30'39"
C15	330.00'	18.82'	18.82'	S 68°00'03" E	3°16'05"
C16	330.00'	18.78'	18.77'	S 64°44'13" E	3°15'36"
C17	330.00'	37.50'	37.48'	S 59°51'05" E	6°30'39"
C18	330.00'	37.50'	37.48'	N 53°20'26" W	6°30'39"
C19	330.00'	46.87'	46.84'	N 46°00'57" W	8°08'19"
C20	330.00'	46.88'	46.84'	S 37°52'38" E	8°08'19"
C21	330.01'	28.29'	28.28'	N 31°21'07" W	4°54'43"
C22	70.00'	47.74'	46.82'	N 48°24'08" W	39°04'28"
C23	70.00'	24.10'	23.98'	S 31°55'13" W	19°43'44"
C24	99.49'	46.17'	45.76'	N 54°43'05" W	26°35'22"
C25	270.00'	43.98'	43.93'	S 61°42'01" E	9°19'58"
C26	270.00'	129.58'	128.34'	N 43°17'08" W	27°29'48"
C27	130.00'	41.82'	41.64'	S 40°32'16" W	18°26'01"
C28	130.00'	21.02'	21.00'	S 26°41'18" W	9°15'54"
C29	130.00'	11.81'	11.81'	S 19°27'12" W	5°12'19"
C30	130.00'	38.28'	38.14'	S 08°24'53" W	16°52'19"
C31	270.00'	90.95'	90.52'	N 80°22'15" W	19°18'04"
C32	270.00'	20.52'	20.51'	N 68°32'37" W	4°21'13"
C33	70.00'	84.00'	79.05'	N 33°33'30" W	68°45'22"
C34	70.00'	108.93'	98.27'	S 45°23'57" W	89°09'33"
C35	70.00'	26.97'	26.81'	N 11°01'02" E	22°04'38"

LEGAL DESCRIPTION

LOT B, HIDDEN BRIDGE MINOR SUBDIVISION, CITY OF SHERIDAN AND A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW¼NW¼), SECTION 28, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT A OF SAID HIDDEN BRIDGE MINOR SUBDIVISION, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE N 67°56'11" W, 1049.66 FEET ALONG THE NORTH LINE OF SAID LOT A; THENCE N 64°26'54" W, 75.22 FEET ALONG SAID NORTH LINE TO THE SOUTHEAST CORNER OF LOT C OF SAID HIDDEN BRIDGE MINOR SUBDIVISION; THENCE N 00°49'33" E, 852.50 FEET ALONG THE EAST LINE OF SAID LOT C TO THE SOUTH RIGHT-OF-WAY LINE OF FIFTH STREET; THENCE N 88°22'35" E, 59.94 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE WEST LINE OF CLOUD PEAK RANCH NINTH FILING; THENCE S00°48'45" W, 398.03 FEET ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID CLOUD PEAK RANCH NINTH FILING; THENCE N 89°59'24" E, 713.90 FEET ALONG THE SOUTH LINE OF SAID CLOUD PEAK RANCH NINTH FILING TO THE SOUTH LINE OF CLOUD PEAK RANCH FOURTH FILING; THENCE S 66°22'00" E, 567.34 FEET ALONG SAID SOUTH LINE OF CLOUD PEAK RANCH FOURTH FILING TO THE WEST RIGHT-OF-WAY LINE OF MYDLAND ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 1370.00 FEET, AN ARC LENGTH OF 123.37 FEET, A DELTA OF 5°09'34", AND A CHORD OF S 19°27'03 W, 123.33 FEET; THENCE S 22°03'22" W, 355.54 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE S 22°03'35" W, 226.29 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. SUBJECT TRACT CONTAINING ±18.55 ACRES MORE OR LESS

SUBJECT TO ANY PREVIOUSLY RECORDED EASEMENTS, EXCEPTIONS, RESTRICTIONS, COVENANTS AND CONVEYANCES.

CERTIFICATE OF SURVEYOR

I, CLAYTON ROSENLUND , do hereby certify that I am a Registered Land Surveyor, licensed under the laws of the State of Wyoming, that this plat is a true, correct and complete plat of HIDDEN BRIDGE RANCH PLANNED UNIT DEVELOPMENT, as laid out, platted, dedicated and shown hereon, that this plat was made from on accurate survey of said property conducted by me or under my supervision and correctly shows the location and dimensions of all lots, easements and streets of said subdivision in compliance with City of Sheridan regulations governing the subdivision of land.

REGISTERED LAND SURVEYOR

NO. 14250

BASIS OF BEARINGS IS
US STATE PLANE, NAD 83
WYOMING EAST CENTRAL ZONE
DISTANCES ARE GROUND (US SURVEY FEET)
PAF:1.000235

SCALE: 1"=50'

LEGEND

- FOUND 2" AC LS 2615 OR AS NOTED
- AC ALUMINUM CAP
- P.O.B. POINT OF BEGINNING
- R2 ZONE
- B1 ZONE
- OPEN SPACE
- UTILITY EASEMENT
- BOUNDARY OF THIS SUBDIVISION
- SET BACKS/ BUILDING ENVELOPE
- VACATED LOT LINE
- ADJOINING LOT LINE
- INTERIOR LOT LINE
- STREET CENTERLINE
- PROPOSED CURB GUTTER AND SIDEWALK
- SAN NEW 8" SANITARY SEWER
- WTR NEW 8" WATER MAIN
- STM NEW 36" STORM SEWER
- S EXISTING SANITARY SEWER
- W EXISTING WATER MAIN
- EXISTING MANHOLE
- NEW MANHOLE
- EXISTING WATER VALVE
- NEW WATER VALVE
- EXISTING FIRE HYDRANT
- NEW FIRE HYDRANT
- ELECTRIC BOX
- WING WALL

CONCEPTUAL PLAN

HIDDEN BRIDGE RANCH
PLANNED UNIT DEVELOPMENT

CITY OF SHERIDAN, WYOMING

RECORD OWNER: EXCALIBUR CONSTRUCTION

2275 DRY RANCH ROAD SHERIDAN WY,

Cannon Consulting LLC
Making every shot count
201 E 5TH ST
SHERIDAN, WYOMING 82801

DOWL
WWW.DOWL.COM
16 West 8th Street
Sheridan, Wyoming 82801
307-672-9006

DATE OF PREPRATION: APRIL 23 2020 .



DESIGN REPORT

HIDDEN BRIDGE RANCH

Planned Unit Development ▪ May 2020

DOWL

HIDDEN BRIDGE SUBDIVISION

Design Report

5028.27012.01

Prepared for:

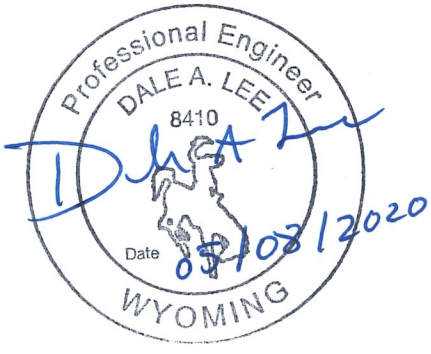
Excalibur Construction Inc.
2275 Dry Ranch Road
Sheridan, WY 82801

Prepared by:

DOWL

16 W 8th Street
Sheridan, WY 82801

May 2020



EXECUTIVE SUMMARY

Hidden Bridge Ranch Planned Unit Development (PUD) is a proposed 95 lot single-family residential subdivision located within the Cloud Peak Ranch Master Plan. Cloud Peak Ranch is a large PUD on the west side of Sheridan established in the 2000's. One of the stated goals in the Cloud Peak Ranch Master Plan was "to provide high quality housing opportunities for residential lots for the development of affordable housing." The goal of the proposed PUD is to provide more affordable housing. The proposed PUD is ideally situated between the golf course and high-density apartments. The golf course provides a buffer between the traditional residential R-1 lots in Cloud Peak Ranch 17th Filing and the proposed PUD serves as a transition from the high-density high-rise apartments to single-family residential lots.

Cloud Peak Ranch Architectural Standards. As the proposed Hidden Bridge Ranch PUD is located within the Cloud Peak Ranch Master Plan boundary, and the proposed PUD will be required to comply with the with the Cloud Peak Ranch architectural standards already in place. This will ensure architectural continuity and uniformity with the surrounding developments. Left is a sample home architecture following the Cloud Peak Ranch Master Plan Standards.



Development Density. Hidden Bridge Ranch single-family lots are larger than the minimum allowed by traditional R-2 zoning. The front set back has been increased from the R-2 zoning minimum of 20', while maintaining the other setback requirements of the R-2 zone. The road alignments and placement of open space creates an efficient use of the site.

Privacy Fencing. Privacy fencing will be installed along Mydland Road in compliance with the Cloud Peak Ranch Master Plan, providing a consistent appearance throughout the Mydland Road corridor. Left is a sample privacy fencing to be constructed. Additionally, lot fencing will be required to comply with the Cloud Peak Ranch architectural standards for fencing.



Road Alignment. The north intersection of Excalibur Way and Mydland Road is aligned with Fair Way Court, per City Code. The south intersection of Excalibur Way and Mydland Road is not required to align with the Mydland Market driveways.

Water Pressure. The proposed development will extend higher pressure 4160' pressure zone south to the golf course. This pressure zone is significantly higher than the pressure zones currently available in the area and will provide at least 88 psi water pressure to the PUD. Additionally, the planned water system improvements will increase capacity and fire flow to the surrounding area.



Traffic. If increased traffic on Sparrow Hawk Road becomes an issue, the City could consider install traffic calming measures, such as speed humps, traffic circles, chicanes, etc. Four-way stops should not be used to calm traffic. Therefore, consideration should be given before placing stop signs

on Mydland, Dome Drive and Sparrow Hawk Road to deter traffic. Traffic calming measures will encourage drivers to use 5th Street, which is classified as an arterial street. However, traffic calming devices should be used with caution and should not be placed on streets design to function as high-mobility roadways.

Traffic generated by this development will not warrant installing traffic signals at these intersections and will be controlled by stop signs on Mydland Road.

Schools. The proposed PUD is located approximately ½ mile from Highland Elementary and ¾ of mile from Sagebrush Elementary. This proximity to two of Sheridan's Blue Ribbon elementary schools will give School District #2 flexibility to redistrict boundaries and balance student load between the schools as this area grows and housing in this area is developed.

Open Space and Natural Features. The proposed PUD infrastructure improvements are designed to minimize impact to the existing natural features of the site, such as the cattail area created by an active irrigation system. This area is a natural bird habit and will be maintained after the development has been completed. The development will have three natural areas dedicated as open space that will maintain this natural resource. The largest open space will be landscaped with grass and trees and can function as a natural gathering point for the residence of the development for picnics, outdoor seating or other uses. The grass and landscaping will be maintained by the HOA.



Drainage. Proposed infrastructure improvements are designed to manage stormwater through the proposed development while retaining excess stormwater above historical flows and minimizing the potential for downstream impacts. Numerous developments have occurred within the contributing drainage basin both above and below the proposed development since the original stormwater detention facility was constructed on the site: Mydland Market, Sheridan Links PUD, and Black Tooth Park. In 2009, the County Club Expansion limited runoff to 10 cfs with a detention pond and outfall structure located in the south east corner of the development, next to Mydland Road. This PUD will also limit flow exiting the site to 10 cfs during the 100-year event.

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Appendix 6: Stormwater Calculations

1.0 INTRODUCTION

Hidden Bridge Ranch is a proposed 18.75-acre planned unit development located along the west side of Mydland Road in the 500 block as shown in Figure 1 and detailed in the accompanying PUD Layout Plan. The proposed subdivision consists of 95 single family home lots and one commercial lot for rental storage units. The developer, Excalibur Construction Inc., will function as the developer, realtor, and home builder.

1.1 Site Background

The property to be subdivided consists of the ±9.51-acre Lot B of the Hidden Bridge Minor Subdivision and the ±9.24-acre tract of land adjacent to the north. Lot B of the Hidden Bridge Minor Subdivision is currently zone R-1 Residence District and B-1 Business District, whereas the other parcel is zoned B-1 Business District. Both properties are currently used for agricultural purposes.

The Hidden Bridge Golf Course abuts the property along the south boundary. A large vacant lot is adjacent to the west boundary. A senior living facility, multi-story apartment complex, and the Wyoming Department of Environmental Quality office building are located along the north boundary. A vacant lot, grill and commercial coffee shop/liquor store are across Mydland Road to the east. The surrounding properties are zoned R-1 Residence District and B-1 Business District.

1.2 Proposed Uses

The proposed PUD will have land uses similar to those land uses described in the City of Sheridan Zoning Code as R-2 Residence District for the residential lots and B-1 Business District for the rental storage unit lot. It is the intent of the developer to maintain ownership of the rental storage units lot.

1.2.1 Area and Height Restrictions

As part of the sales contract, the developer agreed to comply with the Hidden Bridge Ranch Architectural Control Handbook with Design Guidelines. The proposed PUD will have the following building restrictions:

Set Backs	***Residential***	***Storage Units***
Front Yard	22’	0’
Side Yard	5’	0’
Rear Yard	20’	0’
Building Height	35’	35’



DOWL
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Sheridan, Wyoming 82801
307-672-9006

HIDDEN BRIDGE RANCH PUD
DESIGN REPORT
VICINITY MAP

PROJECT	5028.27012.01
DATE	05/07/2020

FIGURE #1

Q:\28\27012-01\65CAD\Civil\SA-CT-EH-27012.dwg PLOT DATE 2020-5-7 13:07 SAVED DATE 2020-05-06 14:21 USER: dlee

1.3 Responsible Party

The proposed site is owned by Excalibur Construction and the owner will be responsible for construction and maintenance of physical improvements included streets, utilities, storm drainage systems, sings, sidewalks, and landscaping.

Excalibur will also be the home builder for the site. Three model homes will be constructed on lots 2, 3 and 4. Lot 1 will be utilized as a parking lot and the model home on Lot 2 will function as an office. Once the development nears capacity, the model homes will be sold, and Lot 1 will have a new home constructed.

1.4 Proposed Schedule

The proposed construction schedule is to commence construction of the infrastructure improvements in the spring/summer of 2020 with completion in the infrastructure in the fall of 2020.

1.5 PUD Objective

The objective of the PUD is to subdivide the 18.75 acres property to create an efficient and consistent land use, while supplying the community with newly constructed homes for the $300,000 market.

1.6 Architectural Theme

As part of the sales agreement between the developer and former site owner, Excalibur agreed to comply with the Hidden Bridge Ranch Architectural Control Handbook with Design Guidelines, where was established as part of the 2013 Hidden Bridge Minor Subdivision. The architectural theme of the proposed PUD will be compliant with the Hidden Bridge Ranch Architectural Control Handbook with Design Guidelines. These new homes will be consistent with the surrounding Hidden Bridge neighborhoods. A copy of the Hidden Bridge Ranch Architectural Control Handbook with Design Guidelines is presented in Appendix 1.

Excalibur intends to build three modern residential home styles within the proposed PUD, two ranch styles and a 2-story style. Ranch houses are traditionally one-story homes with an overall simplistic design. Features typically included are low, straight rooflines or shallow-pitched hip roofs, an attached garage, brick or vinyl siding, and a porch. The 2-Story homes will have a similar exterior looks of the ranch style homes, with a smaller footprint. Renderings of the proposed homes are included in Appendix 2.

The 2-Story homes will be located on the north and east perimeter of the development as to not impact the viewshed for the development. The low-profile ranch style homes will be located along the south and west for unobstructed view of the Big Horn Mountains.

1.6.1 Ranch Style Home

A total of 45 lots have been dedicated to the Ranch style home, lots 31 to 62 and 64 to 73. These 2,400 square feet, three-bedroom homes measure 40’ wide by 60’ deep with an attached 2 car garage. The minimum lot area for these homes is 5,100 square feet.

1.6.2 NxtGen Ranch Style Home

Similar to the Ranch style, NxtGen homes are larger at 2,600 square feet with four-bedrooms, and a footprint that measures 40' wide by 65' deep and includes an attached 2 car garage. They will be located on the 23 lots along the south boundary (lots 74 to 96). The minimum lot area for these homes is 5,350 square feet.

1.6.3 2-Story Style Home

The remaining 27 residential lots have been dedicated for the 2-story style home. These homes will be built along the north property boundary in lots 4 to 23 and lots 24 to 30 along Mydland Road. These 2,520 square feet, 3- and 4-bedroom homes measure 30' wide by 42' feet deep with an attached 2 car garage. The minimum lot area for these homes is 3,360 square feet.

1.6.4 Rental Storage Units

Excalibur intends to construct 112 rental storage units. Each unit will measure 10' wide by 18' deep. The units will be constructed of tan earth tone steel. Rendering of the proposed rental units is included in Appendix 2.

1.7 Density

The 18.75-acre development will have 95 residential lots, one rental storage unit lot and three open space lots. The overall residential density of the proposed development is 5,310 square feet per lot.

Land Use	***Area (square feet)***	***Percentage (%)***
95 Residential Lots	504,470	61.77
Rental Storage Unit	34,186	4.19
Open Space	67,981	8.32
Right of Way	210,113	25.73

Since Lot B was part of the Hidden Bridge Minor Subdivision and the other tract was part of the 8th and 9th Filing of Cloud Peak Ranch, it is anticipated that open space requirements for this development have been met.

1.8 Parking

Each style of home will have an attached 2 car garage and up to 2 additional off-street parking spaces in the driveway. Additional on-street parking will be available on the 36-foot-wide streets.

1.9 Cloud Peak Ranch Master Plan

Hidden Bridge Ranch PUD is located within the Cloud Peak Ranch Master Plan. In 2008, the Cloud Peak Ranch Outline Development Plan was published to provided development objectives and standards for development within the Cloud Peak Ranch subdivision. This guide outlined standards for landscaping, fencing, pathways, internal roads, and existing collector streets.

1.9.1 Streets and Sidewalks

Proposed roads in the subdivision are classified as low volume local streets. Each will measure 36' from back of curb to back of curb and be centered within a 60' wide right-of-way. Sidewalks will be 5' wide concrete and attached to the back of curb. Sheet 5 of the 2008 Cloud Peak Ranch Outline Development Plan, Appendix 1, presents acceptable street designs within the Cloud Peak Ranch subdivision. The proposed streets and right-of-way design comply with the Local w/ Attached Sidewalk detail on Sheet 5. All streets and right-of-way will be dedicated to the City of Sheridan.

Meandering sidewalk is not included within the proposed design. The 2008 Cloud Peak Ranch Outline Development Plan requires meandering sidewalk on the arterial streets, such as West 5th Street. Sidewalk has already been constructed along the portion of West 5th Street that abuts the property. Attached sidewalk is proposed for Mydland Road. There is not adequate space between the existing curb and property line to construct a meandering sidewalk. Additionally, there is no existing sidewalk along the west side of Mydland for the new sidewalk to connect.

1.9.2 Pathways and Trail System

The City of Sheridan and Mr. Don Roberts signed a letter agreement on August 1, 2013, in conjunction with the Cloud Peak Ranch 3rd Filing Annexation Area. The agreement included Easement 2013-706811 that was filed on August 7, 2013. Exhibit C of the filed easement outlines the proposed West Beltway and pathway trail system enhancements through the Cloud Peak Ranch development. As the pathways shown on Exhibit C are outside this proposed development, no additional pathways are included with this development. Additionally, the most direct route to Black Tooth Park would bisect Lot C of the Hidden Bridge Minor Subdivision. Residences of this development will have walking access to West 5th Street and Black Tooth Park via the rental storage unit driveway. A copy of the easement is included in Appendix 3.

1.9.3 Fencing

A new fence will be constructed along Mydland Road that complies with the 2008 Cloud Peak Ranch Outline Development Plan and the Hidden Bridge Ranch Architectural Control Handbook with Design Guidelines.

2.0 SEWER COLLECTION SYSTEM IMPROVEMENTS

Presented on the attached master plan is the proposed sanitary sewer configuration. The proposed design includes a proposed new sewer main to be constructed by the City from Black Tooth Park to Mydland Road. The proposed subdivision improvements will connect to that new sewer main.

2.1 Black Tooth Sanitary Sewer Project

It is our understanding that the City of Sheridan intends to construct a new sewer main between Black Tooth Park and Mydland Road, through the proposed subdivision. The new sewer main will provide service to the park. The attached Master Plan shows a proposed routing through the subdivision and connection to an existing manhole on the east side of Mydland Road. The invert elevation of the existing 10" PVC sewer main is 11.18 feet below the rim.

As this sewer main has not be designed, permitted or constructed, for the purposes of the this report it will be assumed that the proposed sewer main to Black Tooth Park is existing.

2.2 Existing Sanitary Sewer System

The proposed subdivision has access to the City of Sheridan sewage collection system. A 10" PVC sewer main is located on the east side of Mydland Road and a termination manhole is located near the southeast corner of the property. The existing sewer main flows north east towards 5th Street.

2.3 Proposed Sanitary Sewer Improvements

The proposed sanitary sewer improvements are shown on the Master Plan. The proposed improvements will consist of 2,040 LF of 8" PVC sanitary sewer main and 6 concrete manholes. In general, the new sewer mains will flow south to the Black Tooth sewer main. When complete, the improvements will be dedicated to the City of Sheridan.

2.4 Design Criteria

Design wastewater flow generated by the proposed development was calculated using WDEQ minimums, 2017 Edition of the City of Sheridan *Public Infrastructure Design Standards,* and actual wastewater treatment plant data.

The proposed development has mixed uses, residential and retail, each requiring separate wastewater flow calculation methodology. Using the design criterial presented in Section 401 of the Infrastructure Design Standards and an average daily per capita flow of 100 gallons per day, design flows were calculated and presented on Table 1.

Table 1: Sewage Design Flow Estimates

Use	*Lots*	*Equivalent Population (persons/lot)*	*Average Day (GPD)*	*Peak Day (GPD)*	*Peak Hour (GPM)*
Residential	95	2.2	20,900	50,787	96.6

Peaking Factors:
Average Day to Peak Day: 2.43
Peak Day to Peak Hour: 2.74

An 8-inch PVC sewer laid at the WDEQ minimum slope of 0.4% has a full flowing capacity of 372 gallons per minute. Chapter 12, Section 9(c)(i)(B) of the WDEQ regulations require the main to be sized for 200 percent of maximum daily flow, or 186 gpm for the 8-inch sewer above. The proposed subdivision has a peak hour flow of 96.6 gpm, so an 8-inch sewer main will have more than adequate capacity for the proposed subdivision.

2.5 Sanitary Sewer System Components and Materials

Project specifications for sewer main and service construction are the City of Sheridan Standard Specifications for Street and Utility Construction, 2016 edition. The proposed sanitary sewer will be installed via open trenching methods. Pipe material will be 8-inch SDR 35 PVC.

3.0 WATER DISTRIBUTION SYSTEM IMPROVEMENTS

3.1 Existing Water Distribution System

This area of Sheridan has three water pressure water zones available and adjacent to the property, see attached pressure zone figure. The 4160' pressure zone is located on the NW corner of the property. The 12-inch pipe from the 4090' pressure zone is located on the west side of Mydland Road near the SE corner of the property. The 4040' zone is located along the south side of West 5th Street, the east side of Mydland Road and near the SE side of the property in a 24-inch DIP pipe.

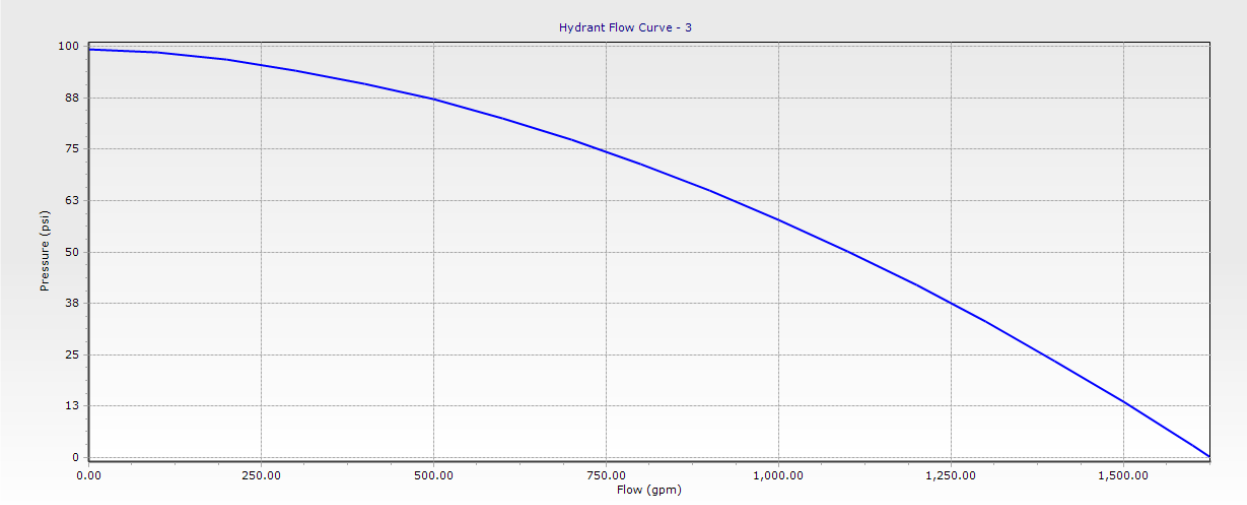
3.1.1 Existing System Pressure

The elevations of this property range from a low of around 3920 feet, to a high elevation of 3956 feet. Static pressures from the three zones are as follows:

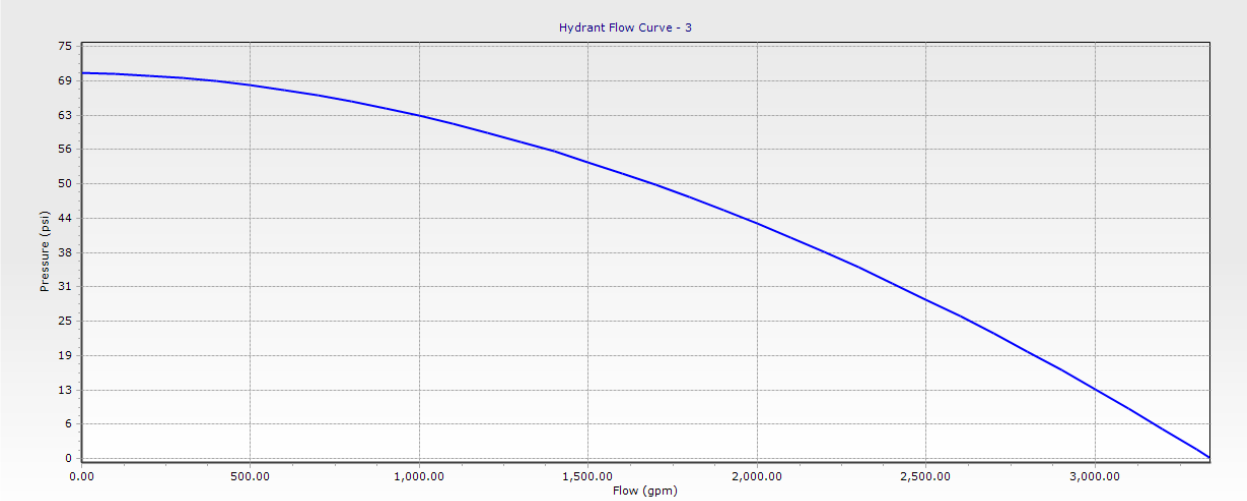
Zone	Pressure at High El.	Pressure at Low El.
4160	88	104
4090	58	74
4040	36	52

Serving the subdivision from the 4040 zone will not be feasible, as the pressures on the higher end of the subdivision will be too low. Therefore, we propose to serve this subdivision with an 8-inch main loop connected directly to the 4160 north connection point as shown on the attached PUD Layout Plan. There will likely be two 6-inch legs in between the 8-inch loop. The southern connection point is proposed to be connected to the 4090 zone with a check valve that will allow one-way flow from the 4090 to 4160 zone in the event that the 4160 connection is out of service or an extreme fire flow scenario. This will be modeled and documented in a design report, which will be submitted at the time of the permit to construct application, but some basic information is as follows:

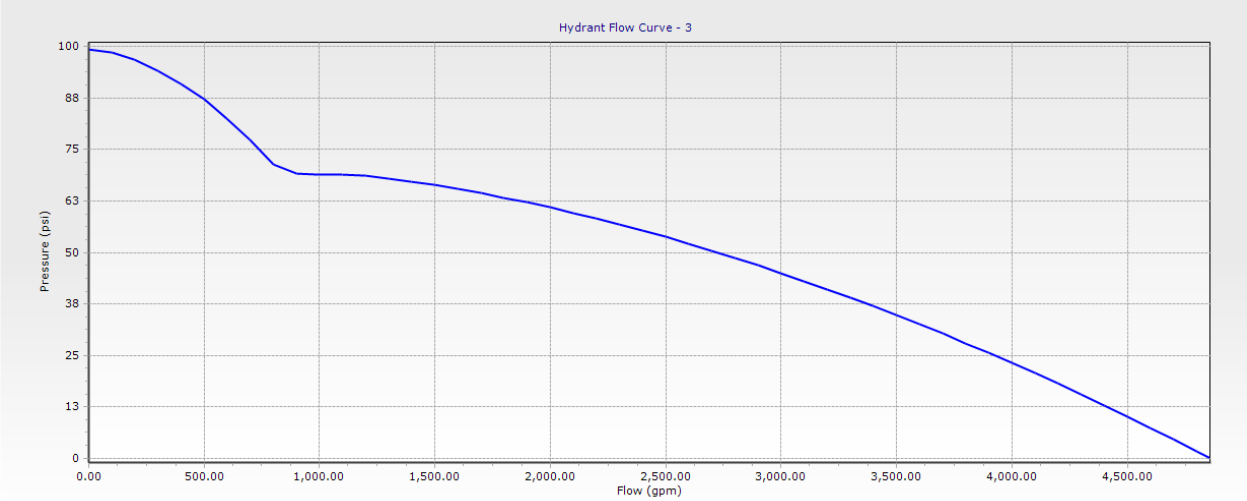
The available flow and pressure in the middle of the subdivision if served from the 4160 zone without the south connection and check valve:



The available flow and pressure in the middle of the subdivision if served from only the 4090 zone:



The available flow and pressure in the middle of the subdivision if served from the 4160 plus the 4090 zone through a check valve:



The three graphs above show that although the subdivision will have better pressure being served from the 4160 zone, to get a complete residential fire flow of 1500 gpm, the southern connection to the 4090 zone will be needed. The graphs also show that there isn't much value in installing a PRV from the 4160 to the 4090 zone.

The 4090 zone can supply adequate pressure and flow to this development. However, there isn't a good way to loop this subdivision back into the 4090 zone. Also, connecting the 4090 zone to the 4160 zone with a check valve will greatly improve the available fire flows on 5th Street, which is an improvement to the water system.

3.2 Proposed Water Distribution System

Proposed water distribution system improvements are presented in attached Master Plan Map. An 8-inch PVC water main will be looped around the proposed subdivision, starting at an existing 8-inch PVC water main on West 5th Street. This main will supply 4160' pressure zone water to the subdivision. Water service on two internal streets will be provided via 6-inch PVC water mains connected to the 8-inch main loop. . This configuration will have adequate pressure to supply the

subdivision under all operating scenarios, except fire flow. To meet the extra fire flow demand, or if the connection to the 4160' pressure zone is out of service, a second connection to the City distribution system will be made near the southeast corner of the property. The southern connection point is proposed to be connected to the 4090 zone with a check valve that will allow one-way flow from the 4090' to 4160' zone.

3.3 Design Criteria

Design water demand from the proposed development was calculated using WDEQ minimums and 2017 Edition of the City of Sheridan Public Infrastructure Design Standards..

Using the design criterial presented in Section 401 of the Infrastructure Design Standards and an average daily per capita flow of 210 gallons per day, design flows were calculated and presented on Table 2. Peaking factors of 2.65 and 4.2 were utilized to calculate peak day and peak hour, respectively.

Table 2: Water Demand Design Estimates

Use	*Lots*	*Equivalent Population (persons/lot)*	*Average Day (GPD)*	*Peak Day (GPD)*	*Peak Hour (GPM)*
Residential	95	2.7	53,865	142,742	157

Effects of these demands on the existing water system, as well as the ability of the proposed improvements to accommodate the demands of this subdivision, will be presented in a design report to be submitted with a permit to construct application as part of the final plat application process.

4.0 GEOTECHNICAL INVESTIGATION

4.1 Introduction

A geotechnical investigation of the site was conducted by American Engineering Testing (Sheridan, WY). The purpose of the investigation is to identify subsurface issues that may impact the project and present road section recommendations. The investigation consisted of field collection of subsurface soil samples and laboratory analysis of the collected samples. Test boreholes were constructed on March 31 and April 1, 2020.

The complete geotechnical report is included in Appendix 4. Presented below is a summary of the findings.

4.2 Summary of Findings

Underlying a thin layer of topsoil, ranging in thickness from 3 inches to 12 inches, the site soils consisted of alluvial deposits underlain by the Fort Union Formation. The alluvial site soils ranged in thickness up to 28 feet, and consisted of lean to fat clay, sands, and gravels. Cobble and boulder sized material was also encountered during drilling, primarily in the sand and gravel layers. The soils encountered in the Fort Union Formation consisted mainly of claystone, weathered claystone, silty/clayey sand and lean to fat clay. Lignite was encountered within the Fort Union Formation at depth.

5.0 PRELIMINARY TRAFFIC DATA

5.1 Trip Generation and Design Volumes

Traffic volumes generated by the proposed PUD were calculated using Institute of Transportation Engineers (ITE) methodology. The number of weekday, AM peak hour, PM peak hour, and weekend site generated trips were estimated based on rates provided in the Institute of Transportation Engineers Trip Generation Manual, 9th Edition. Assumptions regarding entering/exiting traffic were also based on information from the ITE Trip Generation Manual.

For the trip generation calculations, a single-family detached housing use (ITE code 210) was assumed for the proposed residential lots. ITE land use code 210 is defined as single-family detached homes on individual lots, typical of a suburban subdivision.

ITE Code 151 (Mini-Warehouse) was used for the proposed leased retail storage units. ITE Code 151 land use code is defined as buildings in which a number of storage units or vaults are rented for the storage of goods, typically referred to as "self-storage" facilities. Vehicle trips generated are based upon total number of units available for rent. Table 3 shows the estimated trip generation traffic for the proposed development.

Table 3: Trip Generation Calculations

ITE Code	*Land Use*	*Quantity*	*Analysis Period*	*Trip Rate*	*Total Trips*	*% Entering*	*% Exiting*	*Trips Entering*	*Trips Exiting*
210	Single-Family housing	95 Lots	Weekday	9.52	904	50%	50%	452	452
			AM Peak Hour	0.77	73	26%	74%	19	54
			PM Peak Hour	1.02	97	64%	36%	62	35
			Saturday	9.91	942	50%	50%	471	471
			Saturday Peak Hour	0.93	88	54%	46%	48	40
			Sunday	8.62	820	50%	50%	410	410
			Sunday Peak Hour	0.86	82	53%	47%	44	38
151	Mini-Warehouse	112 Units	Weekday	0.25	28	50%	50%	14	14
			AM Peak Hour	0.03	3	60%	40%	2	1
			PM Peak Hour	0.03	3	47%	53%	1	2
			Saturday	0.22	24	50%	50%	12	12
			Saturday Peak Hour	0.04	4	50%	50%	2	2
			Sunday	0.15	16	50%	50%	8	8
			Sunday Peak Hour	0.03	3	--	--	--	--
Total			**Weekday**		**932**			**466**	**466**
			AM Peak Hour		**76**			**21**	**55**
			PM Peak Hour		**100**			**63**	**37**
			Saturday		**966**			**483**	**483**
			Saturday Peak Hour		**92**			**50**	**42**
			Sunday		**836**			**418**	**418**
			Sunday Peak Hour		**85**			**44**	**38**

Note: Rates based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition.

Based on ITE trip generation calculations, the peak hourly traffic was estimated at 100 vehicles per hour with 63 entering and 37 exiting.

5.1.1 Trip Distribution and Assignments

This traffic would be divided between three access points, two on Mydland Road and one on West 5th Street. The two Mydland Road access points would be stop sign controlled. It is anticipated that 60% of the traffic would utilize the north Excalibur Way access point and 40% would utilize the south Excalibur Way access point. As the access to the storage units will be through keyed entry gates, through traffic is not anticipated from the development to West 5th Street.

Trip distribution percentages for the development are based on assumed travel patterns to and from the proposed development. Assumptions regarding entering/exiting traffic for the proposed development are based on the expectation that the projected traffic volumes at each access will correspond to the proposed site layout.

5.1.2 Fire Apparatus Access Road

Section D107.1 of the 2018 International Fire Code states that two fire apparatus access roads shall be provided when the development's total number of one or two-family residential dwellings exceeds 30. Section D107.2 requires that the access roads shall be placed a distance apart equal to, not less than, one-half of the length of the maximum overall diagonal dimension of the property, measured in a straight line between accesses. The length of the maximum overall diagonal dimension of the property is 1,641 feet. The required separation of access roads is 820.5 feet. The property width is only 700 feet. Therefore, it is not possible to meet Section D107.2.

As an alternative, the rental storage unit driveway could be used as an additional emergency access to the subdivision. A 24' paved access driveway will extend from West 5th into the proposed subdivision. Access would be controlled by electronic keycode gates at both ends. The Sheridan Fire Department and EMS would be provided a code to access the gates at any time. The paved driveway has adequate width for fire apparatus access, even if a vehicle is parked in front of a rental storage unit.

6.0 PRELIMINARY DRAINAGE

6.1 Background

There have been several hydrology investigations of the project area with The Cloud Peak Development, County Club Expansion and Mydland Market. The Sheridan County Club Expansion in 2009 resulted in the construction of a detention pond with an outlet control structure in the southeast corner of the development in Lot 49, see the PUD Layout Plan. The detention pond storage extends onto the Hidden Bridge Golf Course.

Numerous changes have occurred within the contributing drainage basin both above and below the proposed development since the 2009 County Club Expansion hydrology investigation, including the construction of Heritage Senior Living, Peak Apartments, Black Tooth Park, Mydland Market, and Sheridan Links PUD.

6.2 Surrounding Developments

The proposed subdivision is currently used for agricultural purposes. The Hidden Bridge Golf Course abuts the property along the south boundary. A large vacant lot is adjacent to the west boundary. A senior living facility, multi-story apartment complex, and the Wyoming Department of Environmental Quality office building are located along the north boundary. A vacant lot, restaurant and commercial coffee shop/liquor store are across Mydland road to the east.

6.3 Floodplains

The subject site is located on the Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) Flood Insurance Rate Map (FIRM) numbers 56033C, Panel 0761E. The proposed project is located outside of a FEMA defined floodplain, see Appendix 5.

6.4 Methodology

This report was prepared in accordance with the criteria established in the City of Sheridan Storm Drainage Criteria Manual dated August 2016. Per the City Drainage Manual, minor and major storm occurrence intervals for a general commercial development are 24 hour, 5-year and 100-year events, respectively. Precipitation Depth-Duration for the respective storms can be found on Table 4.3 of the Drainage Manual. Given the size of the drainage basins, Soil Conservation Service (SCS) Hydrograph methodology was utilized to evaluate peak flows for the proposed development. A weighted SCS curve number was utilized in the calculations. The detention basin was designed using the criteria details in Chapter 8 of the Federal Highway Administration Hydraulic Engineering Circular (HEC) No 22, Third Edition.

6.5 Previous Drainage Studies

In 2009, the Sheridan County Club expanded the golf course on the west side of Mydland Road. As part of the expansion, a drainage investigation was conducted that encompassed the proposed PUD site. The May 27, 2009 investigation was prepared by Northern Engineering (Fort Collins, CO). While some of the grading and drainage features discussed in the report were constructed, several significant improvements were not constructed. A detention pond was constructed in the southeast corner of the PUD, in Lot 49. A concrete outlet control structure was designed and constructed to limit outflow to 10 cfs during the 100-year event. The outlet control structure was

installed per the 2009 Sheridan Country Club Expansion hydrology report, but the driving range that was supposed to formed the pond was not constructed. Lake Ermal was part of the 2009 investigation and was designed to be a lake without a spillway. It has since been altered from the 2009 investigation by the construction of an emergency spillway that is routed into the main drainage basin of the PUD. This modification significantly increases the contributing drainage area above the proposed PUD. Lake Ermal is located south of Black Tooth Park. Also, it should be noted that the flow restrictor plates have been removed from outlet control structure located in Lot 49.

6.6 Historic Drainage System

The historical drainage system is presented in Figure 2. The primary basin, E1, consists of a mixture of land uses including agricultural, parks and a golf course. The boundary was approximated in areas as the contours available are from 2007, prior to the Country Club Expansion and Black Tooth Park construction. Generally, stormwater sheet flows to several drainage ditches that meander in an easterly and southeasterly direction to Design Point A. This is the location of the original pond and outlet control structure. Flows from the outlet control structure pass under Mydland Road in two 2'x8' concrete structures and then take a 90 degree turn at the north property boundary of the Sheridan Links PUD. The ditch continues south and then turns again 90 degrees east in Tract 8 of the Sheridan Links PUD and then flows into the water feature in Block 2 of the Sheridan Links PUD.

Historical basin E2 was created when the golf course expansion was not completed. Design Point 2 is a 24" CMP culvert with flared ends that flows east under Mydland Road into an open field. A dilapidated inlet with a 12" CMP culvert that appears to flow northeast towards a pond is located in this field, see below. Basin E3 consists of flow from a senior living facility, multi-story apartment complex, and the Wyoming Department of Environmental Quality office building. This flow is controlled with a detention pond and outlet control structure,designated Design Point 3. The flow passes east under Mydland Road, where it flows into a culvert that appears to be flowing east.



Inlet Structure.



LEGEND:

- 1 — DESIGN POINT
- E1 / 7.52 — BASIN IDENTIFIER / BASIN AREA (ACRES)
- PROPERTY LINE
- DRAINAGE BASIN BOUNDARY
- DRAINAGE FLOW

NOTES:
THE CONTOURS (2007) AND IMAGERY (2019) DO NOT ACCURATLY REFLECT THE CONDITIONS AT THE TIME OF THE REPORT.

DESIGN POINT	5-YEAR Q (CFS)	100-YEAR Q (CFS)	DESCRIPTION
1	23.3	72.7	Existing Detention Outfall
2	1.3	3.8	18" RCP W/FE
3	18.9	43.8	18" RCP W/FE

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16 West 8th Street
Sheridan, Wyoming 82801
307-672-9006

HIDDEN BRIDGE RANCH PUD
PUD DESIGN REPORT
PRE-DEVELOPMENT CONDITIONS

PROJECT 5028.27012.01
DATE 04/27/2020

FIGURE #2

O:\28\27012-01\65CAD\Civil\MA-CH-DR-27012.dwg PLOT DATE 2020-5-8 11:00 SAVED DATE 2020-05-08 10:46 USER: dlee

6.6.1 Irrigation

An existing irrigation ditch flows east along the southside of 5th Street then turns southeast into Basin E1, approximately 150' east of the Black Tooth Park entrance. Irrigation water flows through the proposed PUD in both a ditch and culvert and eventually under Mydland Road through the box culverts. In conversations with Morrison-Maierle (Sheridan, WY), this ditch is active and flows to the pond located in the Sheridan Links PUD, where it is pumped west back across Mydland Road to irrigate Hidden Bridge Golf Course.

A drainage investigation for the Mydland Market development, dated May 28, 2019, investigated the capacity of irrigation ditch. In the report, it was estimated that approximately 14 cfs of irrigation water flows through the irrigation ditch. For this report, it has been assumed that the irrigation ditch is operating during the precipitation events. Most of the ditch is located high in the drainage basin and does not intercept a significant amount of runoff.

Irrigation ditch flow will be maintained through the PUD by the installation of 36" diameter culverts at the two road crossings of the ditch and the construction of a 36" diameter stormsewer system that will convey irrigation and stormwater through the PUD to the existing detention pond in the southeast corner of the development.

6.7 Developed Drainage System

The objective of this drainage study is to determine the impact to the historical drainage flows created by the proposed improvements and propose a design that will limit stormwater flows to pre-development conditions. As the proposed improvements will result in more than 5,000 square feet of additional impervious area, per Section 7 of the City of Sheridan Drainage Manual, detention or retention storage will be required as part of the stormwater management strategy.

The proposed drainage plan is presented in figures 4 and 5. Most of the site will be graded to sheet flow to the streets and existing drainage channels. The curb and gutters flow towards the southeast corner of the development, where a curb break will allow stormwater to flow into the existing detention pond. Properties that abut the boundary will flow into existing drainage channels. The two detention ponds will limit flows exiting Design Point 1, the existing outlet structure, to 10 cfs.

6.8 Stormwater Estimates

The developed and undeveloped runoff summary is presented on Table 4. The calculated increase in drainage flow between existing and developed conditions is 11 cfs during the 5-year event and 18.8 cfs during the 100-year event. Also shown are estimates for the 2-year and 10-year as required by Section 7 of the Drainage Manual. Calculations are presented in Appendix 6.



LEGEND:

- 1 — DESIGN POINT
- E1 / 7.52 — BASIN IDENTIFIER / BASIN AREA (ACRES)
- PROPERTY LINE
- DRAINAGE BASIN BOUNDARY
- DRAINAGE FLOW

NOTES:
THE CONTOURS (2007) AND IMAGERY (2019) DO NOT ACCURATLY REFLECT THE CONDITIONS AT THE TIME OF THE REPORT.

DESIGN POINT	5-YEAR Q (CFS)	100-YEAR Q (CFS)	DESCRIPTION
1	30.3	86.1	Existing Detention Outfall
2	0.0	0.0	18" RCP W/FE - TO BE REMOVED
3	24.3	53.0	18" RCP W/FE

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PUD DESIGN REPORT
POST DEVELOPMENT CONDITIONS

PROJECT 5028.27012.01
DATE 04/27/2020

FIGURE #3

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LEGEND:

- 1 — DESIGN POINT
- E1 / 7.52 — BASIN IDENTIFIER / BASIN AREA (ACRES)
- PROPERTY LINE
- DRAINAGE BASIN BOUNDARY
- DRAINAGE FLOW

NOTES:
THE CONTOURS (2007) AND IMAGERY (2019) DO NOT ACCURATLY REFLECT THE CONDITIONS AT THE TIME OF THE REPORT.

DESIGN POINT	100-YEAR Q (CFS)	DESCRIPTION
SBn	25.0	Cross Pan
SBs	5.7	Catch Basin Inlet

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16 West 8th Street
Sheridan, Wyoming 82801
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HIDDEN BRIDGE RANCH PUD
PUD DESIGN REPORT
POST DEVELOPMENT CONDITIONS

PROJECT 5028.27012.01
DATE 04/27/2020

FIGURE #4

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Table 4: Stormwater Flow Summary

	Storm Event Reoccurrence Interval			
Basin	**2-Year**	**5-Year**	**10-Year**	**100-Year**
Pre-Development				
E1	11.6	23.3	32.6	72.7
E2	0.7	1.3	1.8	3.8
E3	12.1	18.9	23.8	43.8
Irrigation	14.0	14.0	14.0	14.0
Total:	**38.5**	**58.5**	**72.3**	**134.3**
Post-Development				
D1	16.3	30.3	41.0	86.1
D2	16.2	24.3	30.1	53.0
Irrigation	14.0	14.0	14.0	14.0
Total:	**46.6**	**68.6**	**85.1**	**153.1**

6.8.1 Stormwater Detention

The required stormwater detention was calculated using Chapter 8 of HEC-22 Manual methodology. The 2009 County Club Expansion hydrology investigation and construction project limited 100-year discharge from the outlet structure, Design Point 1, to 10 cfs. The Mydland Market investigation also used this value. Therefore, this flow will be maintained by the proposed PUD development. The calculated storage requirement to maintain 10 cfs outflow is 81,755 cubic feet for the 100-year storm, see Appendix 6. The existing detention area shown on Figure 3 has a capacity of 53,300 cubic feet and the new proposed detention area has a capacity of 45,000 cubic feet. The site will have a total of 98,000 cubic feet of storage. The flow restrictor plates will be reinstalled on outlet control structure located at Design Point 1.

6.9 Curb and Gutter

Within the proposed subdivision, a variance is requested to the City of Sheridan standard Type "A" curb and gutter is being requested. Low profile mountable curb and gutter see Figure 6, will eliminate the need for residential driveway approaches while maintaining required stormwater flows. Examples of this type of curb and gutter are shown below.



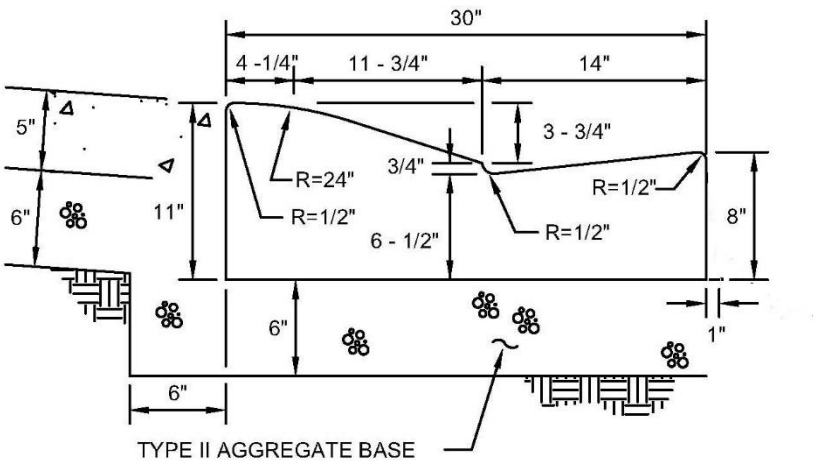


Figure 6 Alternative Curb Design

The alternative curb design has a reduced curb flow capacity. Section 6.2.1 of the city of Sheridan Storm Drainage Manual requires that gutter flow encroachment and hydraulics be evaluated using the methods presented in Section 4.3 in HEC-22 Manual. The critical subbasin design points are are located on the southern intersection of Excalibur Way and Camelot Street, shown on Figure 4 as SBn and SBs. The Drainage Manual requires no curb overtopping during a minor storm with flow spread to the crown and a maximum depth of 18" during the major storm event. The calculated capacity of the alternative curb design at the two design points is 12.76 cfs, based on a street slope of 1%, comparted to a standard Type A capacity of 14.15 cfs. The calculated flows are presented below.

	Minor Storm – 2 Yr.	***Major Storm – 100 Yr.***
Design Point SBn	7.7	25
Design Point SBs	1.7	5.7

As shown above, both gutter designs will maintain flows within the gutter. The Design Point SBs is located in a low point where a catch basin will be installed. The catch basin will discharge to the stormwater detention pond adjacent to the south. During a major storm event, stormwater will overtop the curb and flow directly into the stormwater detention basin. Flows will not be able to exceed 18" above the gutter. If the pond fills to capacity, stormwater will overtop the embankment and flow into the two 2' x 8' box culverts.

6.10 Study Limitations

This report evaluated the increased peak flow rate attributed to the proposed improvements using the Rational Method and Soil Conservation Service methodology. The analysis was conducted using criteria from the City of Sheridan Storm Drainage Criteria Manual, dated August 2016. This report consists of opinions and conclusions by the Engineer that are performed with the care and skill ordinarily exercised by the industry at the time of the report. Site conditions and variations in climatic or environmental conditions may have changed since the report date.

Storm events used in this report are based on statistical averages and not on the number of years between events. The 100-year, 24-hour storm event utilized in this report represents a statistical recurrence interval. It is a storm that has a 1 percent chance of happening in any given year. Whereas the 5-year, 24-hour storm has a 20% chance reoccurrence interval in any given year. Storm event may occur in consecutive years or even within the same year.

It should be noted that not every 100-year rainfall event leads to a 100-years flood and storms with less than 100-year rainfall reoccurrence intervals may generate more flow. Local circumstances may allow for a less severe storm to lead to severe flooding, such as the ground being saturated prior to the storm event.

As the existing outlet structure in Lot 49 was designed to release 10 cfs during a 100-year event, it was assumed that all downstream facilities can manage that flow.

APPENDIX 1 - HIDDEN BRIDGE RANCH ARCHITECTURAL CONTROL HANDBOOK WITH DESIGN GUIDELINES

EXHIBIT
tabbies
D

HIDDEN BRIDGE RANCH

ARCHITECTURAL CONTROL HANDBOOK WITH DESIGN GUIDELINES

January 1, 2020

Requirements are Subject to Change

Revised 6.1.11

These Guidelines are published to assist Owners and Builders in complying with the Covenant provisions of Cloud Peak Ranch and to encourage all residential construction to be completed in conformity with the provisions for architectural control. These are guidelines only and the Architectural Review Committee (ARC) does have final approval authority for the plans submitted. Individual items may be waived or other requirements added to produce an acceptable outcome or may be varied by location and lot to enhance compatibility. Failure to abide by these provisions may result in liens, assessments, or both.

1) **PURPOSE**: All plans submitted to the ARC will be evaluated by the Developer and approval will be based upon conformance with the submittal requirements, architectural standards, and the construction regulations described herein. The intent of the review process is to ensure that each home has individual design quality and integrity while remaining compatible with the overall neighborhood.

2) **ARCHITECTURAL REVIEW REQUIREMENTS**:

A) The items shown on the attached Submittal Checklist for Architectural Control must be submitted and ARC approval received prior to any construction activity.

B) A $250 deposit payable to the **Cloud Peak Ranch Homeowners Association** will be collected with each Owners ARC submittal. This deposit will be held for architectural control and construction compliance. It is the intent of the Developer to maintain high standards of cleanliness and compliance throughout the build-out period. When construction has been completed and landscaping installed, the deposit will be refunded, without interest. However, if, in the sole judgment of the Association, there is not compliance with stated requirements, the Association may take actions to maintain lots, install fencing, remove trash, etc. from any lot not adequately maintained or properly kept with any costs for such actions being debited against the deposit and assessed to the Owner if over and above the above referenced deposit.

C) Although preliminary submittals are not required, they are encouraged. The ARC will review any Builder's or Owner's plans, sketches or conceptual drawings at any stage before final submittal. This process should help Owners avoid the expense and frustration of possible ARC disapproval of formal submittal.

SUBMITTAL CHECKLIST FOR ARCHITECTURAL CONTROL

3) **SUBMITTAL REQUIREMENTS**: Before construction begins each Owner must submit the following items for review by the ARC and all submittals are to be clearly marked with the Owner's name and phone number, mailing address, lot number, and address. Email Submittals require only 1 copy each:

A) Site Plan (2 copies) which indicated the following:
- Building locations (dimensioned from all property lines)
- Setbacks and easements
- All driveways, decks, pads, sidewalks, etc., locations
- Utility connections
- Grading and drainage plan illustrated with arrows showing the direction of drainage
- Top of Wall elevations for house, garage, and all step-downs
- Elevations of all corners of each lot
- Top of finish floor elevation (main floor).

B) Construction Drawings (2 sets – One will be returned to you) indicating:
- Exterior elevations, all sides
- Indications of exterior materials with front percentages calculated & shown

- Exterior details including chimneys, exterior stairs, decks, railings, and columns
- Roof pitches
- Building height measured from where a driveway meets top of curb

C) Colors and Exterior Finishes:

- Color brochure of exterior finishes and paint colors on 8 ½ x 11 format
- Color brochure of roof selection with specifications & warranty details

D) Landscape and Fencing Plans: (2 sets – One will be returned to you)

- Site plan showing location and type of trees & shrubs; fencing; grass; rock; berms; fountains or ponds; terracing, retaining walls; decorative features; lighting; etc. If you are planning a fence, please attach a copy of the fence detail specific to your lot so that there is no confusion as to criteria.

E) Additional Improvements:

- Any other anticipated items such as dog runs, storage areas, etc. Additional construction to a home or landscaping after completion of an approved site must be submitted to ARC for approval prior to initiating such changes or additions.

F) Review Fees:

- $150 Fee payable to Stan Everitt
- $2000 Deposit payable to Cloud Peak Ranch HOA (See Item 2B)

G) Soils Reports:

- Soils Investigative Reports are not required for each lot but are highly recommended for the protection of the home-owner.

4)**BUILDING CODE:** All residential structures must conform to the applicable building code of the City of Sheridan. Approval by the ARC of plans submitted to them does not imply compliance with any building code or ordinances. The Owner and Builder shall be required to obtain a building permit from the City of Sheridan and obtain the necessary inspections for a Certificate of Occupancy.

ARCHITECTURAL STANDARDS:

1)**DIVERSITY OF STYLES:** It is the intent of the ARC to ensure that each home is compatible with the neighborhood as a whole; while encouraging individuality of style.

2)**MINIMUM SQUARE FOOTAGE:** Unless otherwise approved by the ARC in their sole discretion, no dwelling may be erected unless the finished floor space area thereof, exclusive of basement, open porches, garages, and attached out-buildings is at least:

Dwelling Style	Minimum Square Footage
Ranch	1500 Square Feet
2 Story	1800 Square Feet

3.) **BUILDING LOCATION, BUILDING ENVELOPES, AND GARAGES:**
All lots are subject to specific setback requirements as follows:

- Minimum front yard setback is 25' from the front property line.
- Minimum back yard setback is 20' from the rear property line.
- Minimum side yard setback is 5' from side property lines for all lots that are under 10,000 square feet; for all lots that are 10,000 square feet and greater the side yard setback is 7' from property lines.
- Garages are encouraged to be side-loading or recessed behind the front of the house.
  Any front-loading garage that protrudes beyond any portion of the front of the house shall not protrude in excess of 12 feet beyond the furthest front portion of the house. In addition, protruding front-loading garages shall increase the amount of brick or masonry to the largest extent possible excluding the area directly over the header of the garage door or doors and/or upgrade the garage door(s). Gable ends over protruding garages shall be treated to avoid large

expanses of like materials (excluding masonry) by stepping back the gable, hipping the roof, eyebrow returns, mixing materials and colors, or other treatments acceptable to the ARC. The foundation shall be required to step either forward or back a minimum of 2' for garages that have more than 2 stalls (not doors but stalls). There shall not be any garages that have 3 stalls in one single plane on the residence.

- For corner lots with frontage along two road rights-of-way, or lots of irregular shapes, The City Of Sheridan may assign the rear setback designation to a property boundary based upon the lot's configuration: the Owner (or their agent) shall bear the responsibility for contacting the City to confirm the rear setback determination for such a lot prior to preparation of a site plan.

The ARC will discourage the location of driveways being located back to back on neighboring lots. The first property approved may determine whether the adjacent lots are right or left-handed garages. In those cases where back to back driveways are unavoidable, additional setback from side property lines may be required along with enhanced landscaping to buffer the adjacent drives. Driveways shall not exceed 22' where they meet the curb.

4.) **EXTERIOR ELEVATIONS:**

- Exterior Finish — 30% minimum of entire front elevation to be masonry or stucco. Stucco must be upgraded design with built-out windows and detailing. Brick or stone is encouraged on front elevations. Rear and Side elevations should also include architectural enhancements to mitigate large expanses of blank walls.

- Siding — Hardboard siding – painted minimum or equivalent. 8" maximum reveal. Vertical siding is only acceptable as an accent or if it is complementary to specific styles. Steel siding must be approved by ARC, must conform to ASTM Designation A-653/A6533M and A-924, minimum 29 gauge. Only 4" and 5" profiles are allowed. Cement impregnated siding is acceptable.

- Corner boards — 1 x 6 Battens minimum

- Fascia & Soffits — Minimum 6" fascia with birdbox corners; Minimum 12" soffits
- Windows — 1" x 4" minimum window surround on all windows.
- Overhang — Minimum 12"
- Roof Slope — 5/12 pitch minimum; 12/12 Pitch Maximum (Predominant roofs) If less than 5/12 pitch, Overhangs must be increased by 1 foot per 1 inch of decrease (i.e. 4/12 pitch = 24"overhang).
- Vents, Pipes, Chimney Caps — To be located on roof slope away from the street whenever possible and shall be painted to match the roof color whenever possible.

5.) **COLORS:** Color selection sheets showing body & trim paint and exterior masonry selection must be approved by ARC before installation. All exterior railing, wood, trim or other exposed surfaces must be painted or stained.

6.) **ROOFING:** A minimum of **30 Year** heavy textured, shadow composition shingle in **Driftwood color**; OR tile or slate which has been approved by ARC. Metal roofs or cement tile may be approved if complimentary to the architectural style of the home and are of a natural color. Standard composition shingles are not acceptable. Spanish style, barrel tile will not be accepted. Flat roofs or southwest style is not acceptable.

7. **HEIGHT:** 35' maximum from where the driveway meets top of the curb.

8. **TOP OF WALL:** Minimum elevation of 12" above the highest corner of the lot, a Maximum of 42" above lowest corner of the lot

9. **FENCING:** See Fence Detail #1 & #2 documents for specific requirements. Fencing shall be vinyl as per Detail.

Solid screen wall privacy fences will be allowed around patios and decks as long as they are not visible from the front of the house. Such privacy fences will be reviewed on a per-occurrence basis but are encouraged to blend with the materials of the residence or be of earth tone colors.

10. LANDSCAPE:

All lots must have a detailed landscaping plan approved by ARC before installation. Plans to be submitted with dwelling plans or not later than 30 days after the earlier of completion of construction or certificate of occupancy. Grass seeding or sod to be installed within 30 days on all homes completed between May 1 and September 1 of any year. Homes completed after September 1 must-have grass by next July 1. Construction Deposit will not be released unless landscaping has been fully installed according to the schedule above. All three locations shall be reviewed by the ARC as to not obstruct the primary views of any neighbors. The intention of the approval process is to encourage an open feel between lots. See Exhibit

11. CONSTRUCTION MAINTENANCE:

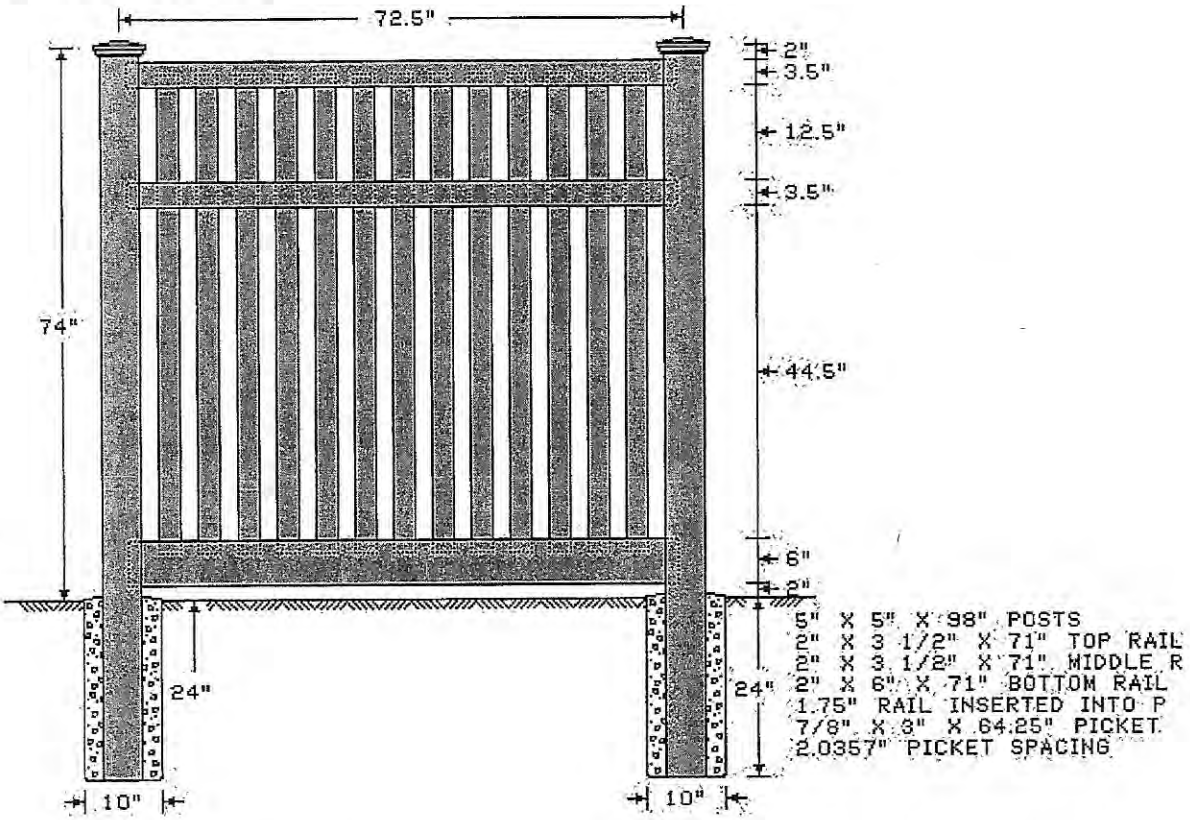
All owners are responsible for maintaining their lots by controlling weeds and trash. Each lot should have its own temporary power, trash container, and portable toilet unless several Owners have agreed to share these facilities.

12. DECKS & COVERED PATIO'S:

Any elevated deck or support post for covered patio roof shall require columns, posts or a covered deck using the same roofing materials as house.

HIDDEN BRIDGE RANCH

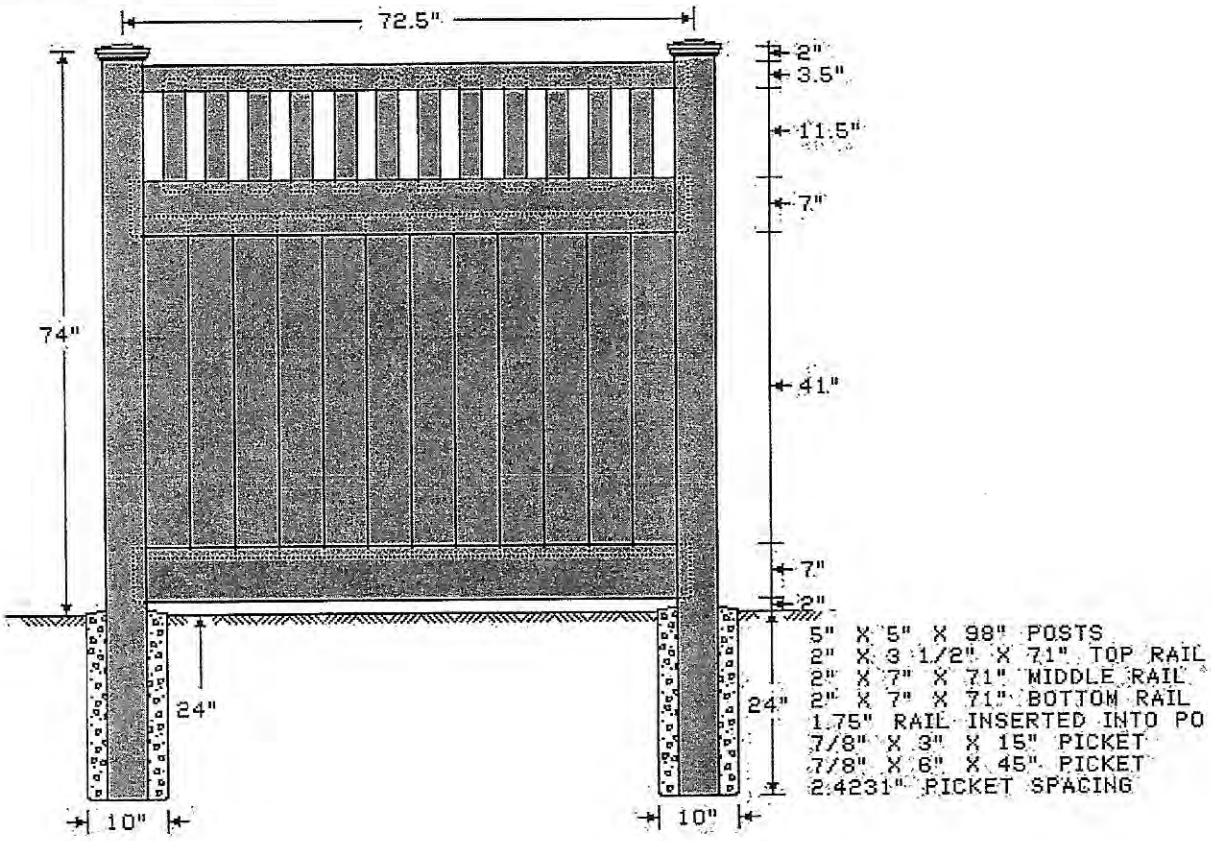
Fence Detail #1



Gainesville: Vinyl semi-privacy Fence - Almond
(Creative Vinyl Fence Co.)

HIDDEN BRIDGE RANCH

Fence Detail #2

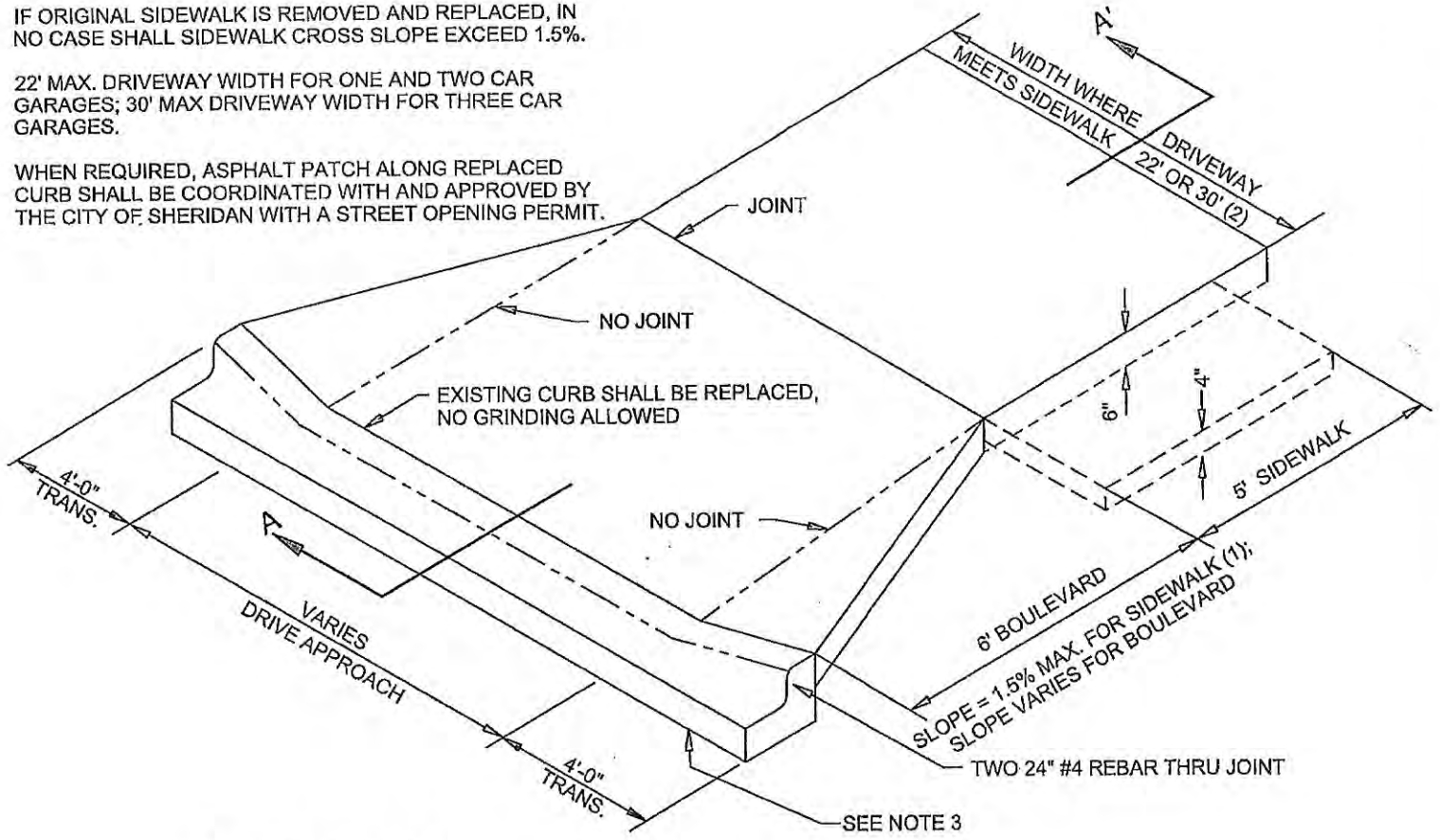


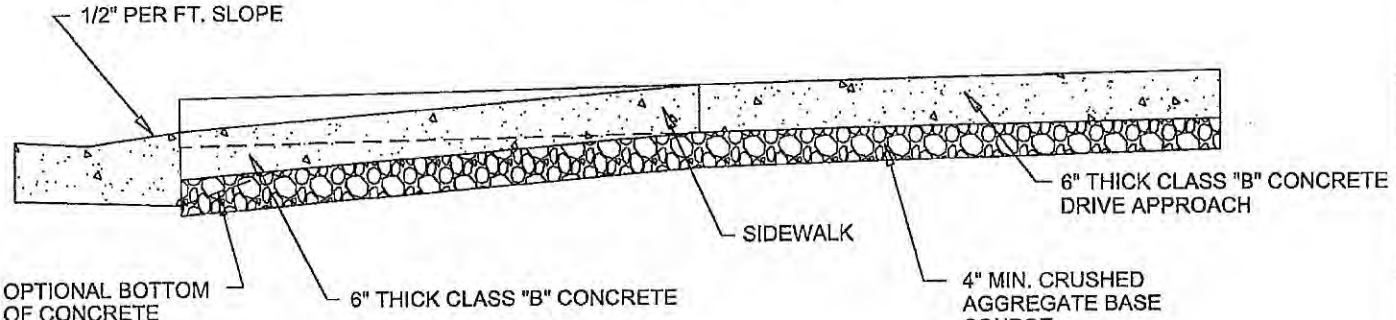
Yorktown: Vinyl Privacy Fence - Almond (top may be privacy as well)
(Creative Vinyl Fence Co.)

DRIVEWAY REQUIREMENTS FOR CLOUD PEAK RANCH

NOTES:

1. IF ORIGINAL SIDEWALK IS REMOVED AND REPLACED, IN NO CASE SHALL SIDEWALK CROSS SLOPE EXCEED 1.5%.
2. 22' MAX. DRIVEWAY WIDTH FOR ONE AND TWO CAR GARAGES; 30' MAX DRIVEWAY WIDTH FOR THREE CAR GARAGES.
3. WHEN REQUIRED, ASPHALT PATCH ALONG REPLACED CURB SHALL BE COORDINATED WITH AND APPROVED BY THE CITY OF SHERIDAN WITH A STREET OPENING PERMIT.





A - A'

NOT TO SCALE

CLOUD PEAK RANCH HOMEOWNER'S ASSOCIATION

AUGUST 2014

HIDDEN BRIDGE RANCH

ARCHITECTURAL CONTROL SUB-MITTAL FOR HIDDEN BRIDGE RANCH

USE CHECKLIST BELOW AND SUBMIT THIS FORM WITH PLANS AND FEES. E-MAIL SUBMITTAL TO:cprpropertymgmt@gmail.com MAIL OR DELIVER FEES AND/OR PLAN SUBMITTAL TO: Cloud Peak Ranch HOA, 1511 Mydland Road #4, SHERIDAN, WY 82801

Date of Submittal:_____Lot____Phase_____Address:_____
Applicant's Name: _____
Mailing Address:_____Phone_____
Builder Name:_____Phone_____

_____ **CONSTRUCTION DEPOSIT:** $250 per lot payable to Cloud Peak Ranch HOA
_____ **FEES:** $250 Architectural Review per lot payable to Cloud Peak Ranch HOA ($150 additional for each revision after 2nd review)

_____ **SITE PLAN (1 Copy OR submit by E-mail PDF format)**
- _____ Building Location (dimensioned from all property lines)
- _____ Setbacks and Easements are shown
- _____ Driveway, decks, pads, sidewalks locations are shown
- _____ Grading and Drainage Plan, **including flow arrows**
- _____ Top of Wall Elevations for House and Garage and all step-downs
- _____ Elevations of all lot corners shown

_____ **CONSTRUCTION DRAWINGS (1 Copy OR submit by email PDF format)**
- _____ Exterior Elevations showing dimensioned trim, railing & door details
- _____ Indications of exterior materials with percentages calculated & shown
- _____ Exterior details including chimneys, stairs, decks, railings, columns, etc.
- _____ Roof pitches shown
- _____ Square Footage is_____. (Per Handbook)
- _____ Building height as measured from where driveway meets top of curb is____.

_____ **COLORS AND EXTERIOR FINISHES:**
- _____ Colored brochure pages of exterior finishes shall be attached to Color Submittal Form (No Photos, except for brick or stone)
- _____ Colored brochure page of roof selection with warranty and details

_____ **USE SEPARATE SUBMITTAL FORM FOR LANDSCAPING PLAN.**

11

Construction Deposit will not be released until the house and all landscaping are completed as Approved Plans

HIDDEN BRIDGE RANCH

EXTERIOR COLORS AND MASONRY SELECTIONS FORM

The following exterior paint colors and brick selections are hereby submitted for approval by the Architectural Review Committee of Cloud Peak Ranch and will be retained in the HOA files. I agree to submit any changes to these selections for approval prior to application.

Note: ARC approval must be given prior to application.

Lot #_____ Site Address:_____Submittal Date: _____

Builder's Name:_____Phone #: _____

Submit a Colored Brochure Page for the following items:

	Brand	Style	Color
Body			
Gables			
Trim			
Soffit & Fascia			

Windows			
Entrance Door			
Sidelight(s) by door			

Garage Doors			
Garage Doors Windows			

Shingles			

Brick, Stone or Stucco			

Specialty Items: railings, architectural features, columns, post surrounds, etc.			

Other			

HIDDEN BRIDGE RANCH

LANDSCAPING SUBMITTAL FOR HIDDEN BRIDGE RANCH

PLEASE CHECK OFF ***ITEMS INCLUDED AND SUBMIT THIS FORM WITH YOUR LANDSCAPING PLAN.***
SUBMIT APPROPRIATE DEPOSIT PAYABLE TO Cloud Peak Ranch HOA.
E-MAIL, MAIL OR DELIVER TO Cloud Peak Ranch HOA cprpropertymgmt@gmail.com, ***1511 Mydland Road #4, Sheridan, WY 82801***

PLEASE EXPECT 2 - 3 WEEKS FOR 'LANDSCAPING PLAN APPROVALOR THE REQUEST FOR CLARIFICATION OF PLAN FROM DATE OF SUBMITTAL

Date of Submittal:_____Address:_____
_____ Applicant's Name: _____
_____
Mailing Address:_____Phone_____
_____ Landscaping Company:_____ Phone_____
_____ **EMAIL ADDRESS**: _____
_____

Site Plan must show:

_____ **Landscaping:**
- _____ Arrows showing drainage pattern
- _____ List names of all trees, shrubs & perennial plants
- _____ Show location & distance from closest property line for all trees & shrubs
- _____ Raised planting areas, berms, or terracing,
- _____ Type of edging for planted areas or terracing materials
- _____ Rock areas - minimum 2" to 3" size rock required (no gravel allowed)
- _____ Mulch areas
- _____ Areas to be Grass
- _____ Large rocks/boulders
- _____ Fountains or Ponds
- _____ Decorative features, lighting

_____ **Fencing & Gates: (Fences are not required)**
- _____ Attach a copy of the Approved Fence Design for your subdivision, so there is no confusion as to fence detail criteria
- _____ Show location of fence
- _____ Show location & size of gates

_____ **Other: (If applicable)**
- _____ Patio –location, materials & size
- _____ Sidewalk, walk-ways, paths (poured concrete, stone pavers, etc.)
- _____ Privacy Screen for patio or deck area. Show locations of Privacy screen. Submit a separate drawing showing style/design, materials, height and color.
- _____ Shed (if applicable for your subdivision). Attach approved design, materials, colors, size, height & floor base

_____
_____

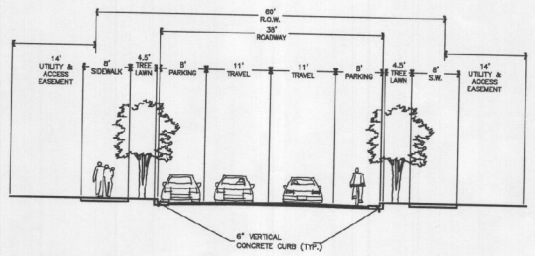
Construction Deposit will not be released until all Landscaping, Fencing or Other shown on the approved Landscaping Plan is completed.

Outline Development Plan - Roadway Classification Exhibit



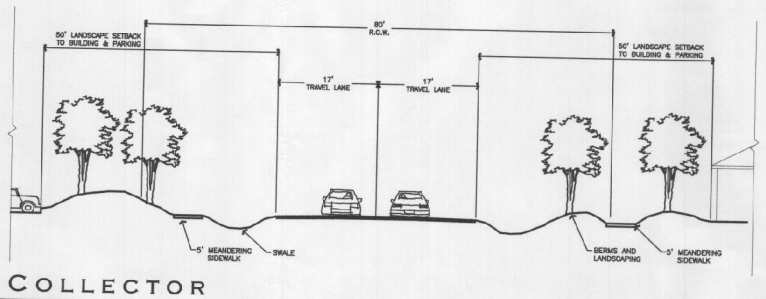
Legend

- Arterial
- Collector
- Connector
- Local



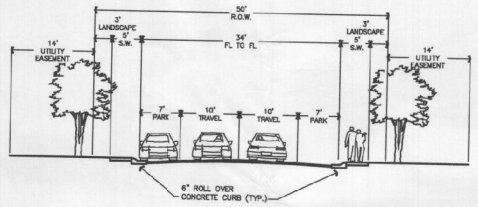
Connector Street

NOT TO SCALE



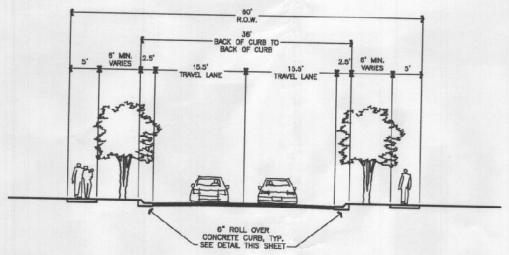
Collector

NOT TO SCALE



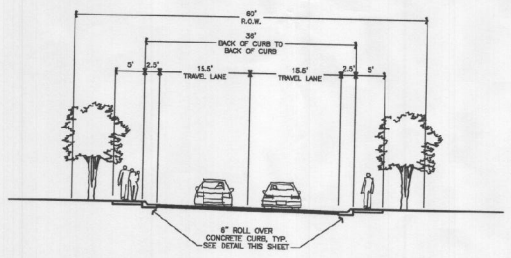
Local Street - Cul-De-Sac

NOT TO SCALE



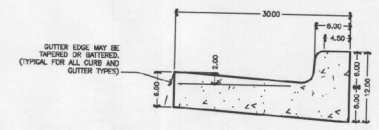
Local w/ Detached Sidewalk

NOT TO SCALE



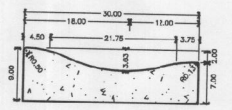
Local w/ Attached Sidewalk

NOT TO SCALE



Vertical Curb Detail

NOT TO SCALE



Roll-Over Curb Detail

NOT TO SCALE

Cloud Peak Ranch

Outline Development Plan

Sheridan, Wyoming

EVERITT COMPANIES

TBG

October 9, 2008

Streets
5 of 9

APPENDIX 2 – RENDERINGS

RANCH STYLE HOME





NXT GEN STYLE HOME





2-STORY STYLE HOME





STORAGE UNITS



APPENDIX 3: CLOUD PEAK RANCH 3RD FILING EASEMENT

CITY OF SHERIDAN, WYOMING

LETTER AGREEMENT

August 1, 2013

Don Roberts
20 Pine Lane
Sheridan, WY 82801

RE: Development Considerations – Cloud Peak Ranch 3rd Filing Annexation Area

Dear Don:

This letter serves as an agreement between the City of Sheridan and yourself as developer of the Cloud Peak Ranch Annexation, Third Filing. This letter serves to memorialize the understanding between yourself and the City in regard to the further development of the Cloud Peak Ranch Annexation, Third Filing.

Recitals

1. The City of Sheridan is striving to foster a development process in which conceptual planning of large tracts of land is encouraged. This is opposed the historic system of requiring fully developed plats and engineering for early phases of development approval, which discouraged the planning and development of large tracts of land, but rather resulted in a piecemeal of subdivision phases and a patchwork approach to development.

2. Concurrent with encouraging private development large scale planning, the City itself is establishing a larger vision for the community which requires identifying the most logical and beneficial location of community improvements such as roadways, pathways, and utility infrastructure. It is the intersection of large scale private development and public municipal planning that the most critical decisions must be made.

3. The City desires to expand its Pathways system, and the grant funding the City utilizes requires the dedication of right-of-way or land in order for the City to be awarded funding.

4. The Sheridan Urban Systems Advisory Committee (SUSAC), consisting of representatives of the City, Sheridan County, and WYDOT are actively planning the for the community's major roadways. SUSAC has already identified the route for, and committed to the design and construction of the West Corridor Roadway, which will serve as the principal north/south route on the western edge of the community.

55 GRINNELL PLAZA
SHERIDAN, WY 82801
PHONE: (307) 674-6483 FAX: (307) 674-2195

5. The City has also identified that, to the greatest extent possible, the West Corridor alignment will also be the alignment of the Northwest Water Transmission Main Loop Project.

6. In order to facilitate the development and construction of the West Corridor, the City is acquiring right-of-way

Responsibilities and Obligations

1. You agree to dedicate, without monetary remuneration, 120' of right-of-way (ROW) as shown on Exhibits A, B, and C for the installation of utilities in addition to the future construction of the West Corridor roadway. In return, you will not be required to contribute to the reconstruction of West 5th St. currently under design. You will still be responsible for updating traffic studies and plans with future subdivision phases in the Cloud Peak Ranch Annexation Area. You will be required to mitigate any impacts unanticipated by traffic studies prepared by Delich Associates and updated by Vista West considered as part of the baseline for the reconstruction project. Further, additional traffic study or plan updates shall only be required when accompanying applications for development projects.

2. You agree to dedicate a 20' ROW for pedestrian pathways as shown on Exhibit C. You will not be required to contribute to the construction of any pathway constructed within the ROW you dedicate as part of this agreement or to dedicate or contribute to construction of any additional pathways within the Cloud Peak Second or Third Filing Annexation land south of 5th street. However, the City of Sheridan may require as part of future platting, dedication of ROW and/or easements to allow for pathway connections to street sidewalks that are associated with each subdivision plat. Any open space dedicated by virtue of the terms of this letter will be counted towards meeting the open space obligations for the Cloud Peak Ranch First, Second, and Third Annexation filings. You and the City agree to enter into a supplemental agreement regarding operation and maintenance of the pathway, in particular the agreement shall address the following:

    a. Utilization of a portion of the pathway by golf carts as long as adjacent land is utilized as a golf course.

    b. Cooperative maintenance of features used by both residents of the community in general and golfers utilizing the adjacent course.

3. You will further dedicate a minimum of 3 acres as shown conceptually on Exhibit C to the development of a neighborhood park. The final location of this park will be based on the approved location of roadway serving this area. This dedication will also be counted towards meeting your open space obligations for the Cloud Peak Ranch First, Second, and Third Annexation filings. Likewise, you will not be required to contribute financially towards the development of this park.
4. The pathway areas, the 120' ROW dedication, and the 3 acre neighborhood park; all dedicated by virtue of the terms of this letter, will satisfy meeting the open space obligations for the Cloud Peak Ranch Second and Third Filing Annexation land south of 5th St.

5. The City on review of the conceptual layout of developable area north of 5th Street will only require a single access to serve development west of the West Corridor ROW. Unless property is rezoned, or otherwise developed in such a way that increases the density allowed by the present zoning, no additional access will be required, though additional access further to the west may be desirable. Additionally:

    a. City staff has reviewed the release of municipal shooting range grazing easement by the VA, and have determined that "municipal use" as described in the release includes the development of a public street.

    b. The design criteria for a minor arterial, which the West Corridor will be, calls for limiting accesses to ¼ mile. Staff's review indicates that this should allow for your property to have two accesses off of the right-of-way north of 5th St. City staff and administration will support and advocate this contention through the design process on your behalf.

Additional Considerations

It is understood that, though not a requirement of the City in meeting any particular obligation, that the Sheridan Heights Ranch, LLC, will donate 30.7 acres as shown on Exhibit C for a regional park. You will not be required by the City to contribute towards the development or construction of amenities for said park.

If you are in agreement with this letter, please sign and date below and fax it to me and return it to the City Planning Office.

Sincerely,

Dave Kinskey

Dave Kinskey, Mayor

ACCEPTED AND AGREED

For Sheridan Heights Ranch, LLC

Date: 8/1/13

By: Donald B. Roberts
Title:

55 GRINNELL PLAZA
SHERIDAN, WY 82801
PHONE: (307) 674-6483 FAX: (307) 674-2195

For System Land, LLC

Date: 8/1/13

By: Donald B. Roberts
TItle:

c: Planning File

55 GRINNELL PLAZA
SHERIDAN, WY 82801
PHONE: (307) 674-6483 FAX: (307) 674-2195

2013-706811 8/7/2013 12:02 PM PAGE: 1 OF 6
BOOK: 542 PAGE: 255 FEES: $27.00 VL EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

DEDICATION OF EASEMENT AND RIGHT OF WAY

This easement is entered into between Sheridan Heights Ranch, LLC ("Grantor"), whose address is and City of Sheridan ("Grantee"), whose address is 55 Grinnell Plaza, Sheridan, WY 82801.

Grantor grants, conveys and dedicates to Grantee, its successors and assigns a perpetual, non-exclusive easement and right-of-way to survey, design, construct, install, inspect, operate, maintain, repair and replace a road and utilities, including, but not limited to water and sewer services, power and gas services, phone services, and fiber optic and similar communication lines over, across and under the following described property situate in Sheridan County, Wyoming:

SEE ATTACHED EXHIBITS A AND B

This easement is subject to the following terms and conditions.

1. **Duration.** This easement shall be perpetual.

2. **Reclamation.** Within six (6) months after the disturbance, weather permitting, Grantee will reclaim and restore to its original condition, as near as possible, all areas which are not occupied by the constructed road and which are disturbed by Grantee's installation, construction, maintenance, repair or replacement activities. Grantee will repair any trench settlement. Topsoil will be kept separate from subsoil wherever there is any disturbance, and topsoil will be spread back over the subsoil. Grantee will control erosion and weeds on the easement area. This obligation to reclaim and restore shall apply each time the easement area is disturbed by Grantee's operations.

3. **Debris.** Grantee will not allow any debris to be discarded on the easement, and Grantee will be responsible to clean up debris along the easement for which Grantee or Grantee's invitees are responsible.

4. **Buried Lines.** Grantee shall bury all utility lines at least 48 inches between the surface of the ground and the top of the pipe.

5. **Nonexclusive Use.** This easement is nonexclusive and shall not preclude Grantor from using the easement area or from granting the right to other persons and parties to use the easement area; provided, however, such use will not unreasonably interfere with Grantee's use of the easement area.

6. **Nondisturbance.** Grantee and its employees and agents shall not disturb, use, or travel upon any of the land of Grantor outside the easement area described herein.

7. **No Warranty.** Grantor makes no warranty of title or otherwise in entering into this Agreement. Grantee shall be responsible for assuring that its use of the easement area does not conflict with any third party pipelines, easements, or surface use agreements.

8. **Indemnification.** To the maximum extent permitted by law, Grantee shall indemnify and hold Grantor and Grantor's managers, members, agents and employees harmless from any legal actions or claims that arise out of the use of the easement and right of way by Grantee or its agents or the public unless such claims are the sole result of Grantor's gross negligence or willful

misconduct. Notwithstanding the foregoing, Grantee does not waive any right it may have under the Wyoming Governmental Claims Act.

9. **Binding Effect.** This agreement is binding upon the successors and assigns of the parties and shall run with the land.

10. **Dedication Upon Filing of Plat.** At such time as Grantor files a plat which includes the above described easement and right of way, Grantor shall dedicate the easement and right of way as required by the laws of the State of Wyoming and the subdivsion ordinance of the City of Sheridan

Dated this 1 day of August, 2013.

Sheridan Heights Ranch, LLC

By: _____
Title: Manager

City of Sheridan, Wyoming

By: Dave Kinskey
Title: Mayor

STATE OF Wyoming)
) ss.
COUNTY OF Sheridan)

This instrument was acknowledged before me this 1st day of August, 2013 by Donald B. Roberts, manager of Sheridan Heights Ranch, LLC.

WITNESS my hand and official seal.

Brenda K. Williams
Notary Public
My commission expires: 11/12/2016

BRENDA K. WILLIAMS - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires November 12, 2016

STATE OF Wyoming)
) ss.
COUNTY OF Sheridan)

This instrument was acknowledged before me this 6 day of August, 2013 by David Kinskey, Mayor of the City of Sheridan, Wyoming.

WITNESS my hand and official seal.

Susan M. Goodman
Notary Public
My commission expires: June 12, 2014

SUSAN M. GOODMAN - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
My Commission Expires June 12, 2014

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BOOK: 542 PAGE: 257 FEES: $27.00 VL EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT "A"
LEGAL DESCRIPTION

Record Owner: Sheridan Heights Ranch, LLC
April 29, 2013

Re: Dedicated Public Right-of-Way to the City of Sheridan

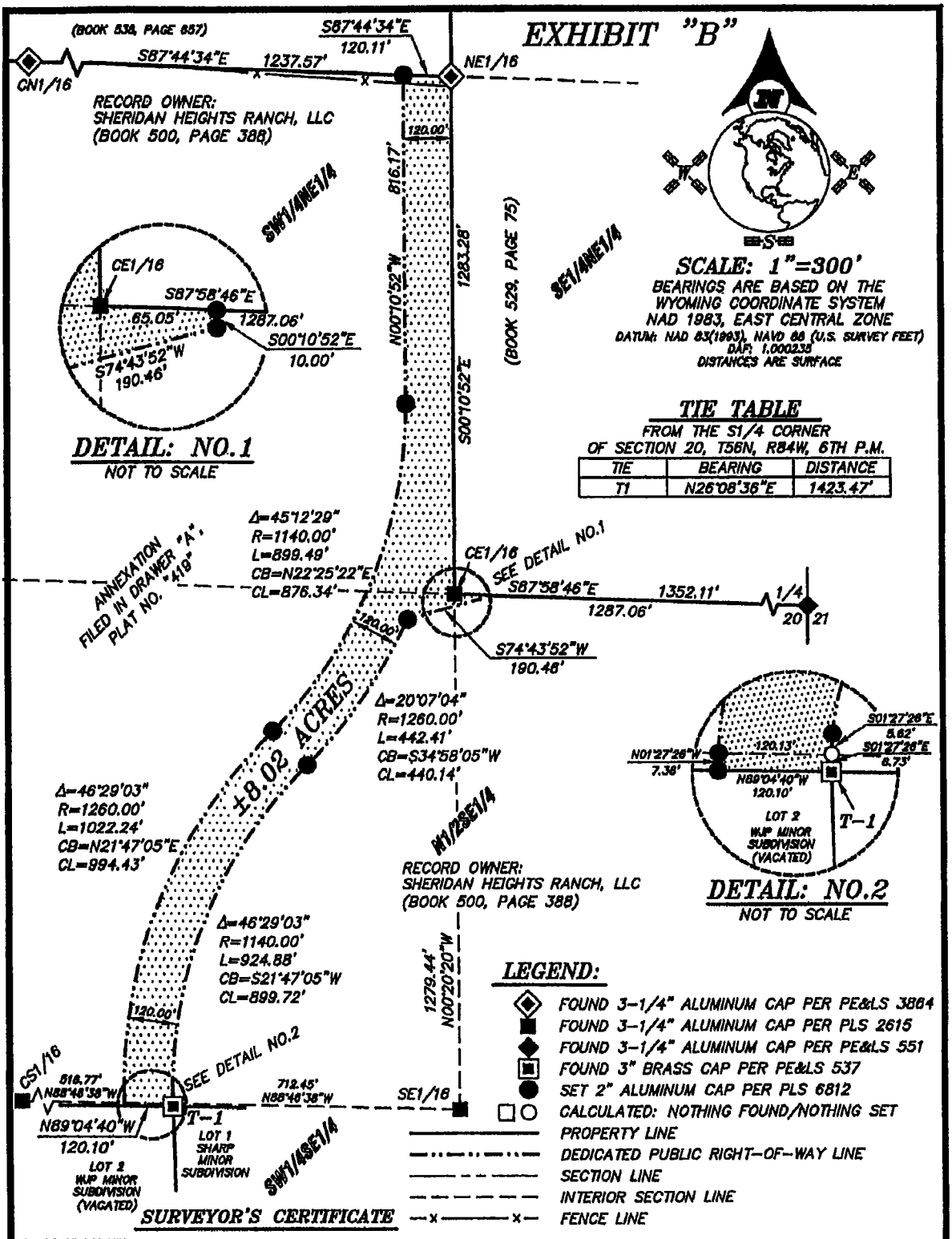
A tract of land situated in the SW¼NE¼, N½SE¼, and the SW¼SE¼ of Section 20, Township 56 North, Range 84 West, 6th P.M., Sheridan County, Wyoming, as shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; said tract of land being more particularly described as follows:

Commencing at the south quarter corner of said Section 20 (Monumented with a 3¼" Aluminum Cap per PLS 2615); thence N26°08'36"E, 1423.47 feet to the **POINT OF BEGINNING** of said tract, said point being the northeast corner of Lot 2, WJP Minor Subdivision (Vacated) (Monumented with a 3" Brass Cap per PE&LS 537); thence N89°04'40"W, 120.10 feet along the north line of said Lot 2, WJP Minor Subdivision (Vacated) to a point; thence N01°27'26"W, 7.36 feet to a point, said point lying on the north line of said SW¼SE¼; thence, through a curve to the right, having a central angle of 46°29'03", a radius of 1260.00 feet, an arc length of 1022.24 feet, a chord bearing of N21°47'05"E, and a chord length of 994.43 feet to a point; thence, through a reverse curve to the left, having a central angle of 45°12'29", a radius of 1140.00 feet, an arc length of 899.49 feet, a chord bearing of N22°25'22"E, and a chord length of 876.34 feet to a point; thence N00°10'52"W, 816.17 feet to a point, said point lying on the north line of said SW¼NE¼; thence S87°44'34"E, 120.11 feet along said north line of the SW¼NE¼ to a point, said point being the northeast corner of said SW¼NE¼ (Monumented with a 3¼" Aluminum Cap per PE&LS 3864); thence S00°10'52"E, 1283.28 feet along the east line of said SW¼NE¼ to a point, said point being the southeast corner of said SW¼NE¼ (Monumented with a 3¼" Aluminum Cap per PLS 2615); thence S87°58'46"E, 65.05 feet along the north line of said N½SE¼ to a point; thence S00°10'52"E, 10.00 feet to a point; thence S74°43'52"W, 190.46 feet to a point; thence, through a non-tangent curve to the right, having a central angle of 20°07'04", a radius of 1260.00 feet, an arc length of 442.41 feet, a chord bearing of S34°58'05"W, and a chord length of 440.14 feet to a point; thence, through a reverse curve to the left, having a central angle of 46°29'03", a radius of 1140.00 feet, an arc length of 924.88 feet, a chord bearing of S21°47'05"W, and a chord length of 899.72 feet to a point; thence S01°27'26"E, 5.62 feet to a point, said point lying on said north line of the SW¼SE¼; thence, continue S01°27'26"E, 6.73 feet to the **POINT OF BEGINNING** of said tract.

Said tract contains 8.02 acres of land, more or less.
Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.
H:\WP\LD\T56N\2013\2013-007-LD1.rtf

2013-706811 8/7/2013 12:02 PM PAGE: 4 OF 6
BOOK: 542 PAGE: 258 FEES: $27.00 VL EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT "B"



SURVEYOR'S CERTIFICATE

STATE OF WYOMING
COUNTY OF SHERIDAN ss

I, THOMAS D. TUCKER, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY STATE THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

Professional Land Surveyor
THOMAS D. TUCKER
6812
Date: 4-29-2013
WYOMING

"PLAT IS VALID ONLY IF PRINT HAS ORIGINAL SIGNATURE OF SURVEYOR SIGNED AND DATED"

EXHIBIT "B"

DEDICATED PUBLIC RIGHT-OF-WAY

CLIENT: DOWL-HKM & THE CITY OF SHERIDAN

LOCATION: SW1/4NE1/4, N1/2SE1/4, SW1/4SE1/4, SECTION 20, T56N, R84W, 6TH P.M., SHERIDAN COUNTY, WYOMING

PRESTFELDT SURVEYING
2340 WETLANDS DR., SUITE 100
PO BOX 3082
SHERIDAN, WY 82801
307-672-7415
FAX 674-5000

JN: 2013-007
DN: 2013-007-D1
PF: T2013-007
APRIL 29, 2013

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EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Exhibit C

SOLDIER CREEK RD
5TH STREET
W 5TH ST
PRIVATE
COVEY RUN RD
MYDLAND RD
LONG DR
FAIRGROUNDS
FAIRWAY LN
VICTORIA ST
N MOUNTAIN VIEW DR
W MOUNTAIN VIEW DR
2ND WEST PKWY
1ST WEST PKWY
S MOUNTAIN VIEW DR
SCOTT DR
SCOTT PL
LITTLEHORN DR
S DOME DR
PHEASANT DRAW RD
QUAIL CT
BLUEBIRD LN

COMMERCIAL 12.3 ACRES
COMMERCIAL 4.5 ACRES
COMMERCIAL 13.5 ACRES
COMMERCIAL 15.1 ACRES
CITY OF SHERIDAN COMMUNITY PARK 30.7 ACRES
POND (PART OF COMMUNITY PARK WITH GOLF ACCESS EASEMENT)
ESTATE RESIDENTIAL 11.9 ACRES
ESTATE RESIDENTIAL 8.5 ACRES
ESTATE RESIDENTIAL 25.4 ACRES
ESTATE RESIDENTIAL 30.4 ACRES
ESTATE RESIDENTIAL 19.5 ACRES
RESIDENTIAL 16.1 ACRES
RESIDENTIAL 29.4 ACRES
EXPANDED IRRIGATION POND
NEIGHBORHOOD PARK 3 ACRES
Sheridan Country Club
Rotary Park
Sheridan County Fa
1650 W Fifth
1753 VICTORIA ST
1595 W 5th St
2 Mydland Rd
ELEMENTARY School SD #2

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BOOK: 542 PAGE: 259 FEES: $27.00 VL EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

0 500 1,000 Feet

Pathway ROW
West Corridor Alignment
Neighborhood Park

NO. 2013-706811 EASEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
CITY OF SHERIDAN - PLANNING P O BOX 848
SHERIDAN WY 82801

APPENDIX 4: GEOTECHNICAL REPORT

AMERICAN ENGINEERING TESTING, INC.

CONSULTANTS
- ENVIRONMENTAL
- GEOTECHNICAL
- MATERIALS
- FORENSICS

REPORT OF GEOTECHNICAL EXPLORATION

Hidden Bridge Development
Mydland Road
Sheridan, Wyoming

AET No. 19-20177

Date:

May 8, 2020

Prepared for:

DOWL
Mr. Dale Lee
16 West 8th Street
Sheridan, Wyoming 82801

www.amengtest.com

AMERICAN ENGINEERING TESTING, INC.

CONSULTANTS
- ENVIRONMENTAL
- GEOTECHNICAL
- MATERIALS
- FORENSICS

May 8, 2020

DOWL
16 West 8th Street,
Sheridan, Wyoming 82801

Attn: Mr. Dale Lee

RE: Geotechnical Exploration and Review
Hidden Bridge Development
Mydland Road
Sheridan, Wyoming 82801
Report No. 19-20177

Dear Mr. Lee,

American Engineering Testing, Inc. (AET) is pleased to present the results of our subsurface exploration program and geotechnical engineering review for the Hidden Bridge Development project in Sheridan, Wyoming. These services were performed in general accordance with our proposal dated March 10, 2020 and your written authorization to proceed provided on March 26, 2020. We are submitting one (1) electronic copy of this report to you.

Within the limitations of scope, budget, and schedule, our services have been conducted according to generally accepted geotechnical engineering practices at this time and location. Other than this, no warranty, either expressed or implied, is intended. Important information regarding risk management and proper use of this report is given in the Appendix entitled "Geotechnical Report Limitations and Guidelines for Use".

Please contact me if you have any questions about the report. I can also be contacted for arranging construction observation and testing services during the earthwork phase.

Sincerely,
American Engineering Testing, Inc.

Brian Freed

Brian Freed, MS, PE
Engineer I, Construction Materials Manager
Phone: (612) 244-0083
bfreed@amengtest.com

72 E. Ridge Road, Unit D | Sheridan, WY 82801
Phone 307-675-1862 | www.amengtest.com | AA/EEO

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

AMERICAN ENGINEERING TESTING, INC.

CONSULTANTS
- ENVIRONMENTAL
- GEOTECHNICAL
- MATERIALS
- FORENSICS

SIGNATURE PAGE

Prepared for:

DOWL
16 West 8th Street,
Sheridan WY, 82801

Attn: Dale Lee

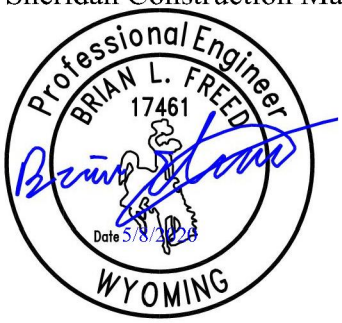
Prepared by:

American Engineering Testing, Inc.
72 E. Ridge Road Unit D
Sheridan WY, 82801
(307) 675-1862/www.amengtest.com

Authored by:

Brian Freed

Brian Freed, MS, PE
Geotechnical Engineer I
Sheridan Construction Materials Manager



Name: Brian Freed, PE
Date: 5/8/2020 License #: 17461

Reviewed by:

Robert Temme PE
Senior Geotechnical Engineer
West Region BD Director

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Signature Page ii
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- Unified Soil Classification System
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- Sieve Analysis
- Swell Consolidation
- Standard Proctors
- California Bearing Ratio

APPENDIX B – Geotechnical Report Limitations and Guidelines for Use

1.0 INTRODUCTION

We understand DOWL is working with Excalibur Construction who is planning a new housing development in Sheridan Wyoming. The planned development is located west of Mydland Road, and south of the DEQ building. The planned development will consist of 70-80 residential lots, a paved loop roadway and installation of various utilities. Please refer to the Site Location Map within Appendix A.

To assist with the planning and design, American Engineering Testing, Inc. (AET) was authorized to conduct a subsurface exploration program at the site, conduct soil laboratory testing, and perform a geotechnical engineering review for the project. This report presents the results of the above services and provides our engineering recommendations based on this data.

2.0 SCOPE OF SERVICES

AET's services were performed according to our proposal to you dated March 10, 2020 which you authorized on March 26, 2020. The authorized scope consists of the following.

- Nine (9) standard penetration test borings to depths of up to 30 feet below grade.
- Soil laboratory testing
- Geotechnical engineering review based on the data and preparation of this report

These services are intended for geotechnical purposes only. The scope is not intended to explore for the presence or extent of environmental contamination in the soil or groundwater.

3.0 PROJECT INFORMATION

The project site is located west of Mydland Road in Sheridan Wyoming. The development will consist of 70-80 residential lots. A paved loop road is planned through the development, various utilities are also planned. The above stated information represents our understanding of the proposed construction. This information is an integral part of our engineering review. It is important that you contact us if there are changes from that described so that we can evaluate whether modifications to our recommendations are appropriate.

4.0 SUBSURFACE EXPLORATION AND TESTING

4.1 Field Exploration Program

The subsurface exploration program conducted for the project consisted of nine (9) standard

penetration test borings advanced to depths up to approximately thirty (30) feet below the ground surface. The logs of the borings and details of the methods used appear in Appendix A. The logs contain information concerning soil layering, soil classification, geologic origins, and moisture condition. A density description or consistency is also noted for the natural soils, which is based on the standard penetration resistance (N-value).

The boring locations are shown on Figure 1 in Appendix A. The borings were located in the field by AET personnel, the number and general location of the borings were the result of conversations with Dale Lee, with DOWL. The boring elevations were interpreted from the topographic site map provided by DOWL.

4.2 Laboratory Testing

The laboratory test program included water content, dry density, Atterberg limits, sieve analysis, Standard proctor, swell-consolidation and California Bearing Ratio (CBR) tests. The test results appear in Appendix A on the individual boring logs adjacent to the samples upon which they were performed, or on the data sheets following the logs.

5.0 SITE CONDITIONS

5.1 Surface Observations

At the time of our field work, the site was covered in native grasses. The site has a large amount of elevation change with approximately 40 feet elevation difference between the highest and lowest boring. In general, the site slopes towards the east, with a drainage ditch running from the northwest corner to the southeast corner of the planned development. It is our understanding that the two high areas, located in the south west and northeast corners are planned to be used as borrow sites during the mass grading phase of construction. The southeast area of the site appeared to have cut/fill work previously completed.

5.2 Subsurface Soils/Geology

In general, underlying a thin layer of topsoil, ranging in thickness from 3 inches to 12 inches, the site soils consisted of alluvial deposits underlain by the Fort Union Formation. The alluvial site soils ranged in thickness up to 28 feet, and consisted of lean to fat clay, sands, and gravels. Cobble and boulder sized material was also encountered during drilling, primarily in the sand and gravel layers. The soils encountered in the Fort Union Formation consisted mainly of claystone, weathered claystone, silty/clayey sand and lean to fat clay. Lignite was encountered

within the Fort Union Formation at depth.

The Subsurface Boring Logs included in Appendix A give a detailed description of the soils encountered within the borings.

5.3 Groundwater

At the time of our field work, groundwater was encountered in four of the soil borings. One-inch diameter piezometers were installed in four of the soil borings to monitor groundwater levels. Water levels were measured in the piezometers and water levels ranged from 9.3 feet to 23.8 feet below ground surface. The groundwater was typically encountered within the sand and gravel layers' present.

The presence or lack of groundwater noted at the boring location should not be taken as an accurate representation of the actual groundwater levels. The time of year that the borings were drilled and the history of precipitation and other factors such as landscape watering/irrigation prior to drilling should be known when using the water level information on the soil boring logs to extrapolate water levels at other points in time.

The groundwater encountered in Boring B-6 was not observed until the coal layer was drilled into. Upon drilling into this layer, water rose in the auger to 17 feet below ground surface. We believe that the water contained within the coal layer is under pressure.

6.0 RECOMMENDATIONS

6.1 Discussion

The following recommendations are based on the soil conditions observed, and in the samples collected from the soil borings advanced at the time of the field activities. The soils encountered in each boring location and the soils encountered during excavation and site grading may vary due to the surficial geology of the site. Further, changes in climatic conditions between the time of exploration and the time of construction may also affect subsurface conditions, particularly groundwater levels and the moisture content of the soils. Due to the potential variations, we recommend that AET be retained to verify the soil conditions encountered during excavations match the information gained during our field investigation.

Please note that the following sections address recommendations for embankment, overall site

grading, soil corrosivity, subgrade preparation, utility installation, backfill, compaction requirements and asphalt pavement sections. This report also provides preliminary general recommendations for foundation systems and floor slabs. The final foundation/slab design is expected to vary depending on the actual location and subsurface soils at that specific location. We recommend additional borings be drilled within the final footprint of the homes/structures to provide specific foundation and floor slab design recommendations.

To reduce the risk of movement related to soil moisture content changes within the subgrade layer, good drainage must be maintained during and after construction. For this reason, we recommend that the excavations be left open a minimal amount of time during the construction phase.

6.2 Site Preparation/Mass Grading

We recommend existing topsoil and any organic matter be removed from within the construction limits of the new roadways and all areas to receive fill. Topsoil may be stockpiled on site for reuse once grading is complete; however, any organic material, and any old construction debris encountered should be wasted from the site.

At the time of this report a final grading plan was not available for the site. We anticipate that cuts and fills up to 15 feet may be required in places. Where required, grading should continue to the desired construction elevations. All final subgrades need to be scarified to a depth of approximately 8 to 12-inches, the moisture content of the scarified soils adjusted to with 3% of their optimum moisture content and the scarified soils compacted to at least 95% of their standard Proctor dry density (ASTM D 698).

The excavated soils, cleaned of all unsuitable/organic materials and rocks greater than 3-inches in nominal size, may be used obtain final grades or stockpiled on-site and reused as utility trench backfill and overlot fill. We recommend the soils to be used as fill be moisture conditioned to within 3% of optimum moisture and compacted to at least 95% of the maximum dry density. Imported fill material, if required, should be approved by the geotechnical engineer prior to use.

We recommend all final cut and fill slopes be constructed with 3H:1V slopes or flatter. It is our opinion temporary cut slopes can be cut to slopes of 2H:1V.

As noted, groundwater was encountered in multiple borings across the site. Temporary dewatering of these excavations will be necessary if groundwater is encountered or surface drainage is allowed to accumulate in the excavations. Contractors working on the project should be prepared to have equipment on-site that will lower and maintain the groundwater level below the base of the excavations. We recommend that the groundwater levels be check prior to construction operations on site. As noted previously the groundwater was typically encountered within the sand and gravel layers encountered on site.

6.3 Utility/Trench Excavation

All utility lines will need to be placed in general accordance with the City of Sheridan Standard Specifications and Details for Street and Utility Construction, current edition. All trench excavation and backfilling should be performed in accordance with the same publication with the following exceptions:

Conventional construction equipment such as tracked excavators should be able to make the required trench excavations within the site soils along the proposed utility alignments.

As noted, groundwater was not encountered in any of the borings on site; however, it may be present in other areas of the site. Earthwork contractors should be prepared for dewatering the excavations and have equipment available that will lower and maintain the groundwater level below the base of the excavations.

If excavation faces are not retained, the excavations should maintain maximum allowable slopes in accordance with *OSHA Regulations (Standards 29 CFR), Part 1926, Subpart P, "Excavations"* (can be found on www.osha.gov). Even with the required OSHA sloping, water seepage or surface runoff can potentially induce side slope erosion or running which could require slope maintenance.

For trench excavations, natural site soils consisting of lean clay can likely be classified as Type B soils with recommended slope laybacks of 1H:1V. The silty sand to sandy gravel soils can be classified as Type C soils with recommended slope layback of 1.5H:1V. These classifications should be considered preliminary and should be verified in the field with additional borings and on a daily basis during construction by the contractor and/or geotechnical engineer.

Excavations deeper than 20 feet and/or in saturated soils or below the groundwater table should be considered on an individual basis. Water levels, due to climatic conditions should be evaluated at the time of construction. If the above trench layback recommendations are not feasible, due to space limitations or other factors, the OSHA rules should be consulted for alternative trench stabilization methods. Trench boxes or shoring in compliance with OSHA rules may be acceptable alternatives.

6.4 Pavement Design

The following pavement sections are designed based on the 1993 AASHTO Empirical Equation for Flexible Pavements and Rigid Pavements. In design calculations, a 20-year design life was used along with a correlation of 1500 x CBR value to estimate the resilient modulus (M_R) anticipated for the remolded subgrade.

We anticipate the traffic loads of the road to increase after construction as more lots are developed. Therefore, a twenty-year, 18 kip ESAL traffic number of 100,000 was used in our analysis. The anticipated traffic will likely consist mainly of high-volume cars and pickup traffic, with weekly heavier garbage truck/delivery truck traffic. Our laboratory testing resulted in a CBR value of 5.2 and 6.7. The lower value was used in our calculations, utilizing the site soils as subgrade material.

Please notify us if any of the parameters used in the pavement design do not adequately define the anticipated conditions.

Based on the above stated information and our analysis, we recommend the following pavement sections be used for this project:

Project Area	Asphalt/Crushed Base Course (in)
Loop Road	3/9 or 4/6

6.4.1 Asphalt Paving Considerations

Prior to placement of base course/new pavement or any fill to obtain final subgrade elevations, the exposed subgrade soils should be scarified to a depth of 12-inches, the moisture content of the scarified soils adjusted to within 3% of the optimum moisture content and compacted to at least 95% of maximum standard Proctor dry density (98% within the top 12-inches of subgrade).

All prepared subgrades should be proof rolled to verify a firm and unyielding subgrade has been obtained prior to the placement of new fill and/or base course materials.

To obtain a firm and unyielding subgrade, on which to construct the new pavement section, scarification and drying of the subgrade soils should be anticipated. This scarification process may need to be repeated over several days in order to allow the soils to dry back to an acceptable moisture content. The earthwork contractor should be made aware of the soil conditions at the site and account for the anticipated subgrade preparation work.

If project schedules do not allow for sufficient time to dry the soil back to acceptable levels, use of a geo-textile stabilization/separation material can be incorporated in the design. The geo-textile should be placed on top of the graded subgrade and below the aggregate base course layer.

Any areas that "pump" under the loaded dump truck should be evaluated by the engineer to determine whether additional excavation and replacement with a coarse clean rock or the use of a geo-textile fabric should be used to stabilize the subgrade. Once the subgrade has been proof rolled and approved by the geotechnical engineer, base course may be placed.

If additional fill is required, the proposed import backfill should be submitted to the geotechnical engineer for approval prior to use.

6.4.2 Asphalt Paving Considerations

The asphalt pavement mix, at a minimum should meet the design criteria as specified in Section 02525 "Asphalt Pavement" of the City of Sheridan Standard Specifications and Details for Street and Utility Construction, current edition. We recommend that the full width and length of the roadway to be paved, have a prime coat applied prior to placement of any asphalt pavement.

6.4.4 Crushed Base Course

Aggregate base course should meet the requirements as outlined in Section 02519 "Crushed Aggregate Base Course" of the City of Sheridan Standard Specifications and Details for Street and Utility Construction, current edition. Aggregate base course should be compacted to a minimum of 98% of the maximum dry density, as determined by ASTM D698 (Standard Proctor), within a moisture content range of ±3% of optimum.

Once complete, the base course should be proof-rolled to verify a firm and unyielding base has been obtained prior to the placement of pavement materials. Any areas that "pump" under the "standard loaded dump truck test" should be evaluated by the engineer to determine whether additional excavation and replacement with a coarse, clean crushed durable rock and/or a geo-textile fabric should be used to stabilize the subgrade. Once the base course has been proof-rolled and approved by the AET's onsite geotechnical engineer, pavement may be placed.

6.5 Preliminary Foundation and Concrete Slab-on-Grade Floor Recommendations

Based on the information obtained from the borings and laboratory testing, as well as our analysis, it is our opinion the structures constructed within the development may be founded on conventional spread footing foundation systems. Based on the subsurface soils encountered in our borings, it appears foundation systems may be placed on the site soils or engineered fill placed during site mass grading provided the recommendations contained herein are followed. Note that site specific additional borings may encounter clay soils which may warrant placement of granular engineered fill below the foundations. Also, deep fills (greater than 10 feet), resulting from the mass grading operations, may require deep foundations such as drilled piers that would extend through the fill and into the natural soils.

Because low plasticity clay soils, such as those encountered at this site, shrink and swell to some extent with normal variations in moisture content, some movements may occur and should be anticipated. To reduce the potential for movement related distress and to provide a uniform bearing surface, we recommend, where the site clays will be present beneath concrete slab-on-grade floors, these floor systems bear on at least 1 or more feet of compacted granular engineered fill material. The granular engineered fill material is not required under slabs where the site sands are exposed at the anticipated construction elevations.

We recommend perimeter drainage systems be included in the design and construction of residences that have basements or crawlspaces. Unless there is sufficient elevation change for the drainage system to drain to a surface outlet, a sump and pump system will be necessary.

Once the overall site mass grading has been completed, additional geotechnical services should be performed on a per lot basis for specific geotechnical recommendations for individual light residential structures.

7.0 CONSTRUCTION CONSIDERATIONS

7.1 Potential Difficulties

7.1.1 Runoff Water in Excavation

Water can be expected to collect in the excavation bottom during times of inclement weather or snow melt. To allow observation of the excavation bottom, to reduce the potential for soil disturbance, and to facilitate filling operations, we recommend water be removed from within the excavation during construction. Based on the soils encountered, we anticipate the groundwater can be handled with conventional sump pumping.

7.1.2 Disturbance of Soils

The on-site soils can be disturbed under construction traffic, especially if the soils are wet. If soils become disturbed, they should be subcut to the underlying undisturbed soils. The subcut soils can then be dried and recompacted back into place, or they should be removed and replaced with drier imported fill.

7.2 Excavation Backsloping

If excavation faces are not retained, the excavations should maintain maximum allowable slopes in accordance with *OSHA Regulations (Standards 29 CFR), Part 1926, Subpart P, "Excavations"* (can be found on www.osha.gov). Even with the required OSHA sloping, water seepage or surface runoff can potentially induce sideslope erosion or sloughing which could require slope maintenance.

7.3 Observation and Testing

The recommendations in this report are based on the subsurface conditions found at our test boring locations. Since the soil conditions can be expected to vary away from the soil boring locations, we recommend on-site observation by a geotechnical engineer/technician during construction to evaluate these potential changes. Soil density testing should also be performed on new fill placed in order to document that project specifications for compaction have been satisfied.

8.0 LIMITATIONS

Within the limitations of scope, budget, and schedule, we have endeavored to provide our services according to generally accepted geotechnical engineering practices at this time and location. Other than this, no warranty, express or implied, is intended.

Important information regarding risk management and proper use of this report is given in Appendix B entitled "Geotechnical Report Limitations and Guidelines for Use."

Appendix A

Geotechnical Field Exploration and Testing
Boring Log Notes
Unified Soil Classification System
Figure 1 – Site Location Map
Figure 2 – Boring Location Map
Subsurface Boring Logs
Sieve Analysis
Swell- Consolidation
Standard Proctors
California Bearing Ratio

Appendix A
Geotechnical Field Exploration and Testing
Report No. 19-20177

A.1 FIELD EXPLORATION

The subsurface conditions at the site were explored by drilling and sampling one (1) standard penetration test boring. The locations of the borings appear on Figure 1, preceding the Subsurface Boring Logs in this appendix.

A.2 SAMPLING METHODS

A.2.1 Split-Spoon Samples (SS) - Calibrated to N_{60} Values

Standard penetration (split-spoon) samples were collected in general accordance with ASTM: D1586 with one primary modification. The ASTM test method consists of driving a 2-inch O.D. split-barrel sampler into the in-situ soil with a 140-pound hammer dropped from a height of 30 inches. The sampler is driven a total of 18 inches into the soil. After an initial set of 6 inches, the number of hammer blows to drive the sampler the final 12 inches is known as the standard penetration resistance or N-value. Our method uses a modified hammer weight, which is determined by measuring the system energy using a Pile Driving Analyzer (PDA) and an instrumented rod.

In the past, standard penetration N-value tests were performed using a rope and cathead for the lift and drop system. The energy transferred to the split-spoon sampler was typically limited to about 60% of its potential energy due to the friction inherent in this system. This converted energy then provides what is known as an N_{60} blow count.

The most recent drill rigs incorporate an automatic hammer lift and drop system, which has higher energy efficiency and subsequently results in lower N-values than the traditional N_{60} values. By using the PDA energy measurement equipment, we are able to determine actual energy generated by the drop hammer. With the various hammer systems available, we have found highly variable energies ranging from 55% to over 100%. Therefore, the intent of AET's hammer calibrations is to vary the hammer weight such that hammer energies lie within about 60% to 65% of the theoretical energy of a 140-pound weight falling 30 inches. The current ASTM procedure acknowledges the wide variation in N-values, stating that N-values of 100% or more have been observed. Although we have not yet determined the statistical measurement uncertainty of our calibrated method to date, we can state that the accuracy deviation of the N-values using this method is significantly better than the standard ASTM Method.

A.2.2 Disturbed Samples (DS)/Spin-up Samples (SU)

Sample types described as "DS" or "SU" on the boring logs are disturbed samples, which are taken from the flights of the auger. Because the auger disturbs the samples, possible soil layering and contact depths should be considered approximate.

A.2.3 Sampling Limitations

Unless actually observed in a sample, contacts between soil layers are estimated based on the spacing of samples and the action of drilling tools. Cobbles, boulders, and other large objects generally cannot be recovered from test borings, and they may be present in the ground even if they are not noted on the boring logs.

Determining the thickness of "topsoil" layers is usually limited, due to variations in topsoil definition, sample recovery, and other factors. Visual-manual description often relies on color for determination, and transitioning changes can account for significant variation in thickness judgment. Accordingly, the topsoil thickness presented on the logs should not be the sole basis for calculating topsoil stripping depths and volumes. If more accurate information is needed relating to thickness and topsoil quality definition, alternate methods of sample retrieval and testing should be employed.

A.3 CLASSIFICATION METHODS

Soil descriptions shown on the boring logs are based on the Unified Soil Classification (USC) system. The USC system is described in ASTM: D2487 and D2488. Where laboratory classification tests (sieve analysis or Atterberg Limits) have been performed, accurate classifications per ASTM: D2487 are possible. Otherwise, soil descriptions shown on the boring logs are visual-manual judgments. Charts are attached which provide information on the USC system, the descriptive terminology, and the symbols used on the boring logs.

The boring logs include descriptions of apparent geology. The geologic depositional origin of each soil layer is interpreted primarily by observation of the soil samples, which can be limited. Observations of the surrounding topography, vegetation, and development can sometimes aid this judgment.

A.4 WATER LEVEL MEASUREMENTS

The ground water level measurements are shown at the bottom of the boring logs. The following information appears under "Water Level Measurements" on the logs:

- Date and Time of measurement
- Sampled Depth: lowest depth of soil sampling at the time of measurement
- Casing Depth: depth to bottom of casing or hollow-stem auger at time of measurement
- Cave-in Depth: depth at which measuring tape stops in the borehole
- Water Level: depth in the borehole where free water is encountered
- Drilling Fluid Level: same as Water Level, except that the liquid in the borehole is drilling fluid

The true location of the water table at the boring locations may be different than the water levels measured in the boreholes. This is possible because there are several factors that can affect the water level measurements in the borehole. Some of these factors include: permeability of each soil layer in profile, presence of perched water, amount of time between water level readings, presence of drilling fluid, weather conditions, and use of borehole casing.

A.5 LABORATORY TEST METHODS

A.5.1 Water Content Tests
Conducted per AET Procedure 01-LAB-010, which is performed in general accordance with ASTM: D2216 and AASHTO: T265.

A.5.2 Atterberg Limits Tests
Conducted per AET Procedure 01-LAB-030, which is performed in general accordance with ASTM: D4318 and AASHTO: T89, T90.

A.5.3 Sieve Analysis of Soils (thru #200 Sieve)
Conducted per AET Procedure 01-LAB-040, which is performed in general conformance with ASTM: D6913, Method A.

A.5.4 Particle Size Analysis of Soils (with hydrometer)
Conducted per AET Procedure 01-LAB-050, which is performed in general accordance with ASTM: D422 and AASHTO: T88.

A.5.5 Unconfined Compressive Strength of Cohesive Soil
Conducted per AET Procedure 01-LAB-080, which is performed in general accordance with ASTM: D2166 and AASHTO: T208.

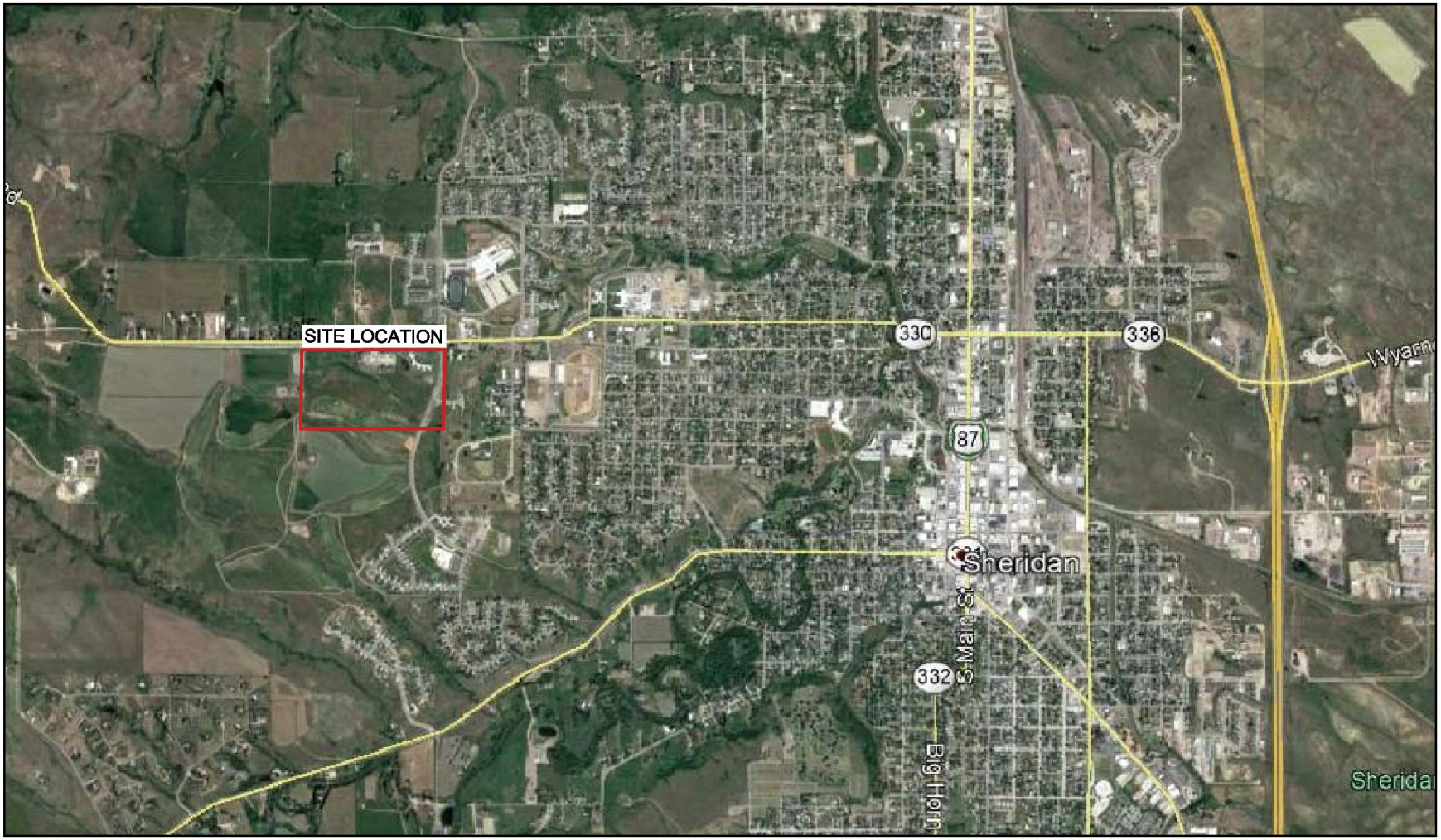
A.5.6 Laboratory Soil Resistivity using the Wenner Four-Electrode Method
Conducted per AET Procedure 01-LAB-090, which is performed using Soil Box apparatus in the laboratory in general accordance with ASTM: G57

A.6 TEST STANDARD LIMITATIONS

Field and laboratory testing is done in general conformance with the described procedures. Compliance with any other standards referenced within the specified standard is neither inferred nor implied.

A.7 SAMPLE STORAGE

Unless notified to do otherwise, we routinely retain representative samples of the soils recovered from the borings for a period of 30 days.



SCALE
(Miles)
0 0.5

AMERICAN ENGINEERING TESTING, INC.

PROJECT: HIDDEN BRIDGE DEVELOPMENT		PROJECT NO. 19-20177
SUBJECT: SITE LOCATION MAP		DATE: 5/1/2020
SCALE: 1 INCH = 1/2 Mile	DRAWN BY: BF	REVIEWED BY: JH



SCALE (FEET)

0 280

AMERICAN ENGINEERING TESTING, INC.

PROJECT: HIDDEN BRIDGE DEVELOPMENT		PROJECT NO. 19-20177
SUBJECT: BORING LOCATION MAP		DATE: 5/1/2020
SCALE: 1 INCH = 280 FEET	DRAWN BY: BF	REVIEWED BY: JH

AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING LOG

AET JOB NO: **19-20177** LOG OF BORING NO. **B-1**

PROJECT: **Hidden Bridge Development; Sheridan, Wyoming**

SURFACE ELEVATION: **3943.00**

DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	GW	SAMPLE TYPE	REC. IN.	FIELD & LABORATORY TESTS WC	DEN	LL	PL	%-200
0	**TOPSOIL** lean clay, with gravel/cobbles, dark brown, organics	Topsoil			AUGER						
1		Fort Union Formation									
2	**LEAN TO FAT CLAY** with sand, mottled light blue/gray, oxidized in fractures, stiff(CL-CH)										
3			13	M	MC	9	23	119	38	22	
4	mottled brown/blue/grey - oxidized in fractures										
5			14	M	MC	12					
6											
7	**CLAYEY SAND** mottled brown/blue/gray, dense to very dense (SC)										
8			32	M	MC	18	15				83
9											
10			56	M	MC	18					
11											
12											
13	heavy oxidiation in fractures		78/.9	M	MC	18	15	115			
14											
15			78	M	MC	12					
16	trace coal										
	Bottom of Boring										

DEPTH: **15.0** DRILLING METHOD: **3.25" HSA**

BORING COMPLETED: **3/31/20**

CC: **BT** CA: **BF** Rig: **RC-1**

WATER LEVEL MEASUREMENTS

DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
3/31/20	**1345**	**16.5**	**15.0**	**NA**	**NA**	**None**

AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING LOG

AET JOB NO: **19-20177** LOG OF BORING NO. **B-2**

PROJECT: **Hidden Bridge Development; Sheridan, Wyoming**

SURFACE ELEVATION: **3926.00**

DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	GW	SAMPLE TYPE	REC. IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-200
1	**TOPSOIL** lean clay, with gravel, dark brown, organics	Topsoil			AUGER						
3			29	D	MC	12					
5	**SANDY LEAN CLAY** trace gravel, light brown, very stiff (CL)	Alluvial Deposits	20	M	MC	12	2				5
7	**SAND** brown, medium dense to very dense (SW) with gravel and cobbles		80	M	MC	12					
10			85/.8	M-D	MC	12	1				
13			50/.5	M	MC	9					
15			50/.3	W	MC	6	4				
18	with clay										
20			49	W	MC	9					
23	**CLAYSTONE** gray, hard (Textural Classification (CL-CH))	Fort Union Formation									
25			77/.9	W	MC	9	29	89			
26	Bottom of Boring										

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS						
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
25.0	**3.25" HSA**							
		3/31/20	**1510**	**26.0**	**25.0**	**NA**	**NA**	**15.9**
		5/6/20	**1155**	**26.0**	**25.0**	**NA**	**NA**	**16.1**
BORING COMPLETED:	**3/31/20**							
CC: **BT**	CA: **BF** Rig: **RC-1**							

AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING LOG

AET JOB NO: **19-20177** LOG OF BORING NO. **B-3**

PROJECT: **Hidden Bridge Development; Sheridan, Wyoming**

SURFACE ELEVATION: **3925.00**

DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	GW	SAMPLE TYPE	REC. IN.	FIELD & LABORATORY TESTS WC	DEN	LL	PL	%-200
0	**TOPSOIL** lean clay, dark brown, with gravel	Topsoil			AUGER BULK						
1	**SANDY LEAN CLAY** light brown, very stiff (CL)	Alluvial Deposits									
2											
3			27	M	MC	12	18	97			
4											
5			30	M	MC	12					
6											
7											
8			30	M	MC	12	13		30	19	
9											
10			33	M	MC	9					
11											
12											
13			26	M	MC	12	17				
14											
15			32	M	MC	9					
16											
17											
18	with sand seams										
19											
20			34	M	MC	9	21				
21											
22											
23	**GRAVELLY SAND** brown, very dense (SP)			▽							
24											
25			71/.8	W	MC	9					
26											
27											
28											
29	**SILTY SAND** orange, oxidized, very dense (SM)	Fort Union Formation									
30			50/.3	W-M	MC	12	16	114			
	Bottom of Boring										

DEPTH:	DRILLING METHOD
30.0	**3.25" HSA**

WATER LEVEL MEASUREMENTS

DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
3/31/20	**1710**	**30.3**	**30.0**	**NA**	**NA**	**23.8**

BORING COMPLETED: **3/31/20**

CC: **BT** CA: **BF** Rig: **RC-1**

AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING LOG

AET JOB NO: **19-20177** LOG OF BORING NO. **B-4**

PROJECT: **Hidden Bridge Development; Sheridan, Wyoming**

SURFACE ELEVATION: **3930.00**

DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	GW	SAMPLE TYPE	REC. IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-200
1	**TOPSOIL** lean clay, with gravel, dark brown, with organics	Topsoil			AUGER						
2	**GRAVEL** with cobbles/sand, light brown, medium dense (GP)	Alluvial Deposits									
3			30	M	MC	6					
4											
5	**CLAYEY SAND** trace gravel and cobbles, brown, medium dense (SC)		20	M	MC	6	18				
6											
7											
8	**GRAVELLY SAND** with cobbles, dark brown, very dense (SP)		90/.9	M	MC	9	3				6
9											
10	**SAND** with gravel, with clay seams, dense to medium dense (SP)		34	M	MC	12	13	115			
11											
12											
13			15	W	MC	9					
14											
15	**SANDY LEAN CLAY** brown, oxidized, hard (CL)	Fort Union Formation	31	W	MC	12					
16											
	Bottom of Boring										

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS						
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
15.0	**3.25" HSA**	**3/31/20**	**1212**	**16.5**	**17.1**	**NA**	**NA**	**16.7**
		5/6/20	**1200**	**16.5**	**17.1**	**NA**	**NA**	**13.9**
BORING COMPLETED:	**3/31/20**							
CC: **BT**	CA: **BF** Rig: **RC-1**							

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SUBSURFACE BORING LOG

AET JOB NO: **19-20177** LOG OF BORING NO. **B-5**

PROJECT: **Hidden Bridge Development; Sheridan, Wyoming**

SURFACE ELEVATION: **3928.00**

DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	GW	SAMPLE TYPE	REC. IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-200
1	**TOPSOIL** sandy lean clay, dark brown, with gravel and cobbles	Topsoil			AUGER						
2	**SANDY LEAN CLAY** light brown, very stiff (CL)	Alluvial Deposits									
3			39	D	MC	9	10	98			
4											
5			22	M	MC	12					
6											
7											
8			24	M	MC	12	17		39	25	
9											
10			27	M	MC	9					
11											
12											
13			30	M	MC	12	23	101			
14											
15			22	M	MC	12					
16											
	Bottom of Boring										

DEPTH:	DRILLING METHOD
15.0	**3.25" HSA**

WATER LEVEL MEASUREMENTS

DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
3/31/20	**1305**	**16.5**	**15.0**	**NA**	**NA**	**None**

BORING COMPLETED: **3/31/20**

CC: **BT** CA: **BF** Rig: **RC-1**

AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING LOG

AET JOB NO: **19-20177** LOG OF BORING NO. **B-6**

PROJECT: **Hidden Bridge Development; Sheridan, Wyoming**

SURFACE ELEVATION: **3959.00**

DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	GW	SAMPLE TYPE	REC. IN.	FIELD & LABORATORY TESTS WC	DEN	LL	PL	%-200
0	**TOPSOIL** sandy lean clay, with gravel, with organics, dark brown	Topsoil			AUGER BULK						
1		Alluvial Deposits									
2	**SANDY LEAN CLAY** trace gravel, light brown, hard (CL)										
3			38	M	MC	9	9				
4											
5	**GRAVEL** with sand, with cobbles, light brown, very dense (GP)		78/.7	M	MC	0					
6											
7											
8			50/.5	M	MC	3					
9											
10	**WEATHERED CLAYSTONE** with sand, mottled brown/gray, oxidized, (Textural Classification - CL)	Fort Union Formation	75	M	MC	18	15	101			
11											
12											
13			77	M	MC	18					
14											
15	less weathered, less oxidation, trace lignite seams		85/.9	~~M~~ W	MC	18	15	109	29	22	73
16											
17											
18											
19											
20			50/.5	M	MC	12					
21											
22											
23											
24											
25			50/.3	W	MC	12					
26											
27	**COAL** weathered, clayey, black, hard										
28											
29											
30			48	W	MC	9	31		61	41	53
31											
	Bottom of Boring										

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS						
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
30.0	**3.25" HSA**	**4/1/20**	**845**	**31.5**	**31.0**	**NA**	**NA**	**17.0**
		5/6/20	**1150**	**31.5**	**31.0**	**NA**	**NA**	**15.3**
BORING COMPLETED:	**4/1/20**							
CC: **BT**	CA: **BF** Rig: **RC-1**							

AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING LOG

AET JOB NO: **19-20177** LOG OF BORING NO. **B-7**

PROJECT: **Hidden Bridge Development; Sheridan, Wyoming**

SURFACE ELEVATION: **3942.00**

DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	GW	SAMPLE TYPE	REC. IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-200
0	**TOPSOIL** lean clay, with gravel, with organics, dark brown	Topsoil			AUGER						
1	**LEAN CLAY** with sand, light brown, very stiff (CL)	Alluvial Deposits									
2											
3			26	M	MC	12					
4											
5			28	M	MC	12	13	95			
6											
7											
8			32	M	MC	12					
9											
10			28	M	MC	12	14	87	39	23	
11											
12											
13			32	M	MC	12					
14											
15			35	M	MC	18	22	94			
16											
17											
18	**CLAYEY SAND** mottled gray/brown, oxidized, medium dense (SC)										
19											
20			22	M	MC	18					
21											
22											
23	**SAND** with gravel, brown, very dense (SP)										
24											
25			60	M-W	MC	12	11				10
26											
27	**CLAYEY SAND** mottled grey/brown, oxidized, very dense (SC)	Fort Union Formation									
28	**LIGNITE** dark gray/black, clayey										
29											
30			50/.4	M	MC	9					
31											
	Bottom of Boring										

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS						
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
30.0	**3.25" HSA**	**4/1/20**	**1045**	**30.9**	**30.0**	**NA**	**NA**	**None**
BORING COMPLETED:	**4/1/20**							
CC: **BT**	CA: **BF** Rig: **RC-1**							

AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING LOG

AET JOB NO: **19-20177** LOG OF BORING NO. **B-8**

PROJECT: **Hidden Bridge Development; Sheridan, Wyoming**

SURFACE ELEVATION: **3920.00**

DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	GW	SAMPLE TYPE	REC. IN.	FIELD & LABORATORY TESTS				
							WC	DEN	LL	PL	%-200
0	**TOPSOIL** lean clay, with gravel, dark brown, organics	Topsoil			AUGER						
1		Alluvial Deposits			BULK						
2	**LEAN CLAY TO FAT CLAY** with sand, light brown, firm to very stiff (CL-CH)										
3			23	M	MC	12	21				
4											
5			10	M	MC	12					
6											
7											
8			17	M	MC	18	26	83			
9				▽							
10			6	M	MC	18					
11											
12											
13			20	M	MC	18	21	103			89
14	trace gravel										
15			21	M	MC	18					
16											
	Bottom of Boring										

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS						
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
15.0	**3.25" HSA**	**4/1/20**	**1330**	**16.5**	**15.0**	**NA**	**NA**	**None**
		5/6/20	**1145**	**16.5**	**15.0**	**NA**	**NA**	**9.3**
BORING COMPLETED:	**4/1/20**							
CC: **BT**	CA: **BF** Rig: **RC-1**							

AMERICAN ENGINEERING TESTING, INC.

SUBSURFACE BORING LOG

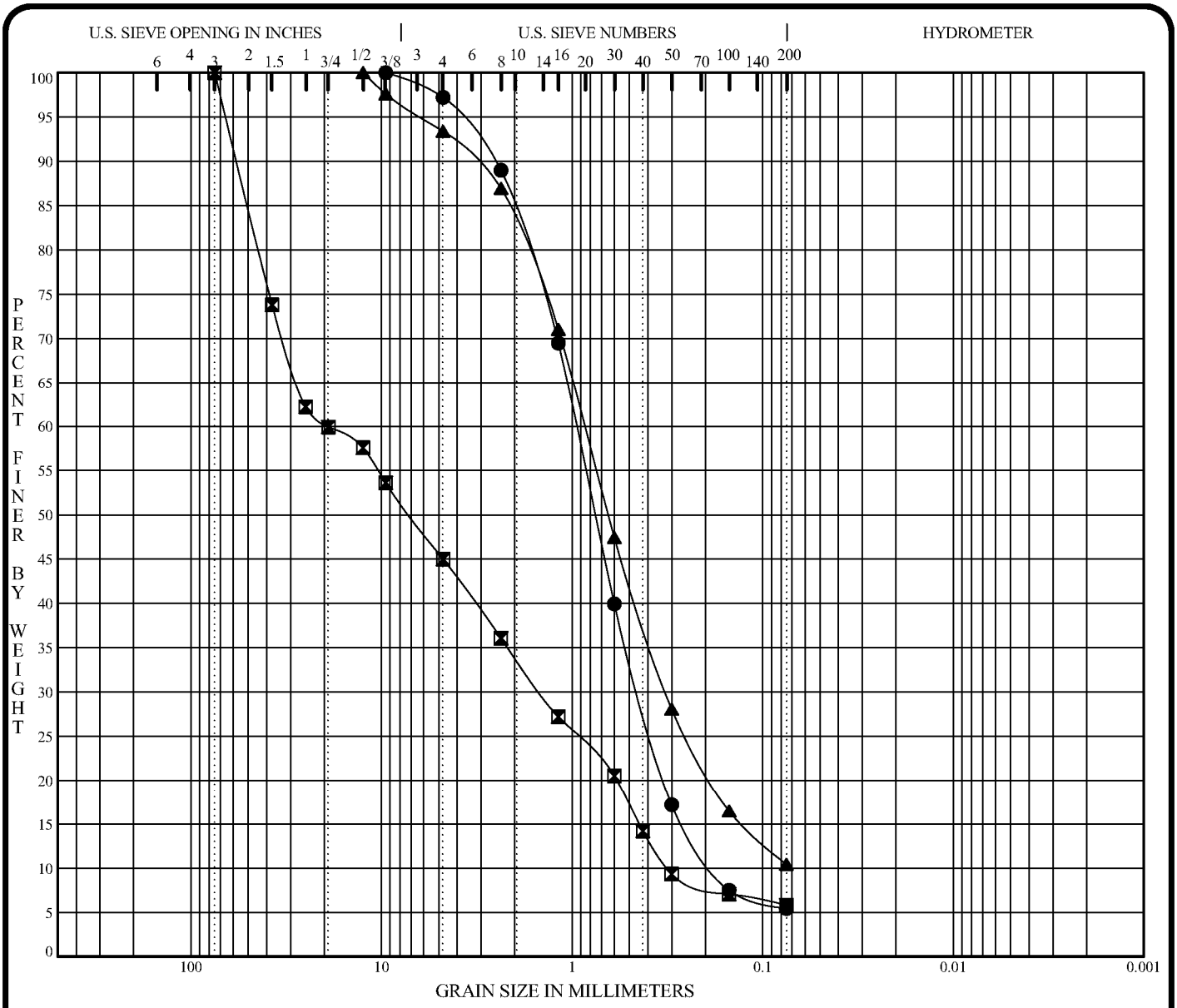
AET JOB NO: **19-20177** LOG OF BORING NO. **B-9**

PROJECT: **Hidden Bridge Development; Sheridan, Wyoming**

SURFACE ELEVATION: **3920.00**

DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	GW	SAMPLE TYPE	REC. IN.	FIELD & LABORATORY TESTS WC	DEN	LL	PL	%-200
0	**TOPSOIL** lean clay, dark brown, trace gravel, organics	Topsoil			AUGER						
1											
2	**SANDY LEAN CLAY** with gravel, brown, hard (CL)	Fill									
3			33	M	MC	18					
4											
5			68	M	MC	18	10				
6											
7											
8			41	M	MC	3	14				
9											
10	**LEAN TO FAT CLAY** light brown, very stiff (CL-CH)	Alluvial Deposits	22	M	MC	18					
11											
12											
13			16	M	MC	18					
14											
15			22	M	MC	18	20	111			
16											
	Bottom of Boring										

DEPTH:	DRILLING METHOD	WATER LEVEL MEASUREMENTS						
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
15.0	**3.25" HSA**	**4/1/20**	**1400**	**16.5**	**15.0**	**NA**	**NA**	**None**
BORING COMPLETED:	**4/1/20**							
CC: **BT**	CA: **BF** Rig: **RC-1**							



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

	Specimen Identification		Classification	MC%	LL	PL	PI	Cc	Cu
●	B-2	5.0	Poorly Graded Sand with Clay (SP-SC)	2				1.15	5.3
⊠	B-4	7.5	Sandy Well Graded Gravel with Clay (GW-GC)	3				0.36	61.0
▲	B-7	25.0	Well Graded Sand with Clay (SW-SC)	11				1.69	12.1

	Specimen Identification		D100	D60	D30	D10	%Gravel	%Sand	%Silt	%Clay
●	B-2	5.0	9.50	0.95	0.443	0.1794	2.8	91.8	5.4	
⊠	B-4	7.5	75.00	19.20	1.469	0.3147	55.0	39.2	5.8	
▲	B-7	25.0	12.50	0.86	0.322		6.6	83.0	10.4	

PROJECT **Hidden Bridge Development; Sheridan, Wyoming** JOB NO. **19-20177**
DATE **4/1/20**

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GRADATION CURVES

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Material Test Report

Report No: MAT:20-03972-S1

Client: DOWL **CC:**

Project: Hidden Bridge Development
Sheridan Wyoming

Job No: 19-20177

Draft Report - Subject to change pending final review

Date of Issue: 5/7/2020

Sample Details

Sample ID	20-03972-S1
Field Sample ID	B-2
Date Sampled	
Source	
Material	Sandy Lean Clay (CL)
Specification	Grad
Sampling Method	Existing Material On-Site
Location	
Date Submitted	

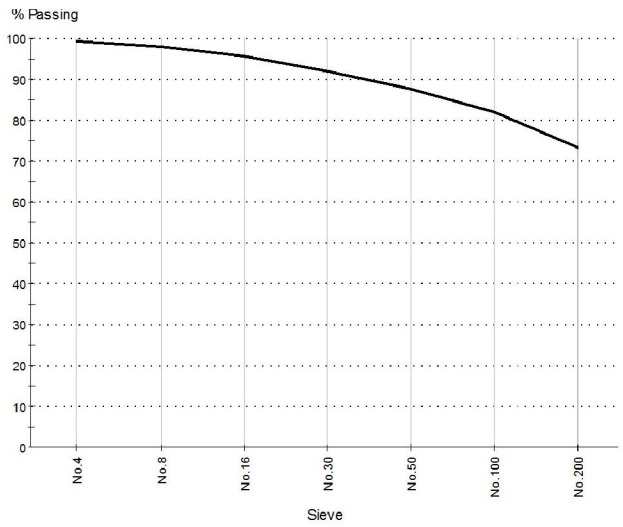
Sample Description:

Sandy Lean Clay (CL)

Atterberg Limit:

Liquid Limit:	41
Plastic Limit:	17
Plasticity Index:	24
Linear Shrinkage (%):	N/A

Particle Size Distribution



Grading: ASTM C 136, ASTM C 117

Date Tested:
Tested By:

Sieve Size	% Passing	Limits
No.4 (4.75mm)	99.3	
No.8 (2.36mm)	98.0	
No.16 (1.18mm)	95.7	
No.30 (600µm)	92.0	
No.50 (300µm)	87.6	
No.100 (150µm)	81.9	
No.200 (75µm)	73.4	

COBBLES	GRAVEL		SAND			FINES (73.4%)	
	Coarse	Fine	Coarse	Medium	Fine		
(0.0%)	(0.0%)	(0.7%)	(1.8%)	(7.7%)	(16.4%)	Silt	Clay

D85: 0.2187 **D60:** N/A **D50:** N/A
D30: N/A **D15:** N/A **D10:** N/A

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Material Test Report

Report No: MAT:20-03972-S1

Client: DOWL **CC:**

Project: Hidden Bridge Development
Sheridan Wyoming

Job No: 19-20177

Draft Report - Subject to change pending final review

Date of Issue: 5/7/2020

Sample Details

Sample ID	20-03972-S1
Field Sample ID	B-2
Date Sampled	
Source	
Material	Sandy Lean Clay (CL)
Specification	Grad
Sampling Method	Existing Material On-Site
Location	
Date Submitted	

Other Test Results

Description	Method	Result	Limits
Liquid Limit (%)	AASHTO T 89	41	
Plastic Limit (%)	AASHTO T 90	17	
Plasticity Index	AASHTO T 90	24	
Fineness Modulus	ASTM C 136, ASTM C 117	N/A	
Curvature Coefficient		N/A	
Uniformity Coefficient		N/A	
CBR At 0.1in (%)	ASTM D 1883		
CBR At 0.2in (%)			
Maximum Dry Density (lb/ft³)			
Maximum Dry Unit Weight (lbf/ft³)	ASTM D 698	106.9	
Corrected Maximum Dry Unit Weight (lbf/ft³)		106.9	
Optimum Water Content (%)		17.2	
Corrected Optimum Water Content (%)		17.2	
Method		A	
Preparation Method		Moist	
Retained Sieve No 4 (4.75mm) (%)		0	

Comments

N/A

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Material Test Report

Report No: MAT:20-03972-S2

Client: DOWL **CC:**

Project: Hidden Bridge Development
Sheridan Wyoming

Job No: 19-20177

Draft Report - Subject to change pending final review

Date of Issue: 5/7/2020

Sample Details

Sample ID	20-03972-S2
Field Sample ID	B-8
Date Sampled	
Source	
Material	Lean Clay with Sand (CL)
Specification	Grad
Sampling Method	Existing Material On-Site
Location	
Date Submitted	

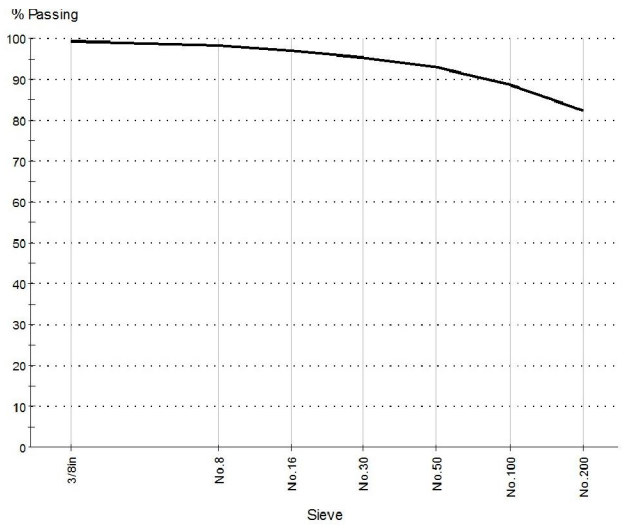
Sample Description:

Lean Clay with Sand (CL)

Atterberg Limit:

Liquid Limit: 39
Plastic Limit: 16
Plasticity Index: 23
Linear Shrinkage (%): N/A

Particle Size Distribution



Grading: ASTM C 136, ASTM C 117

Date Tested:
Tested By:

Sieve Size	% Passing	Limits
3/8in (9.5mm)	99.5	
No.8 (2.36mm)	98.3	
No.16 (1.18mm)	97.0	
No.30 (600µm)	95.5	
No.50 (300µm)	92.9	
No.100 (150µm)	88.8	
No.200 (75µm)	82.2	

COBBLES	GRAVEL		SAND			FINES (82.2%)	
	Coarse	Fine	Coarse	Medium	Fine		
(0.0%)	(0.0%)	(1.1%)	(0.9%)	(3.8%)	(12.0%)	Silt	Clay

D85: 0.1006 **D60:** N/A **D50:** N/A
D30: N/A **D15:** N/A **D10:** N/A

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Material Test Report

Report No: MAT:20-03972-S2

Client: DOWL **CC:**

Project: Hidden Bridge Development
Sheridan Wyoming

Job No: 19-20177

Draft Report - Subject to change pending final review

Date of Issue: 5/7/2020

Sample Details

Sample ID	20-03972-S2
Field Sample ID	B-8
Date Sampled	
Source	
Material	Lean Clay with Sand (CL)
Specification	Grad
Sampling Method	Existing Material On-Site
Location	
Date Submitted	

Other Test Results

Description	Method	Result	Limits
Liquid Limit (%)	AASHTO T 89	39	
Plastic Limit (%)	AASHTO T 90	16	
Plasticity Index	AASHTO T 90	23	
CBR At 0.1in (%)	ASTM D 1883		
CBR At 0.2in (%)			
Maximum Dry Density (lb/ft³)			
Maximum Dry Unit Weight (lbf/ft³)	ASTM D 698	106.4	
Corrected Maximum Dry Unit Weight (lbf/ft³)		106.4	
Optimum Water Content (%)		16.9	
Corrected Optimum Water Content (%)		16.9	
Method		B	
Preparation Method		Moist	
Retained Sieve 3/8" (9.5mm) (%)		0	

Comments

N/A

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Material Test Report

Report No: MAT:20-03972-S3

Client: DOWL **CC:**

Project: Hidden Bridge Development
Sheridan Wyoming

Job No: 19-20177

Draft Report - Subject to change pending final review

Date of Issue: 5/7/2020

Sample Details

Sample ID	20-03972-S3
Field Sample ID	B-6
Date Sampled	
Source	
Material	Clayey Sand with Gravel (SC)
Specification	Grad
Sampling Method	Existing Material On-Site
Location	
Date Submitted	

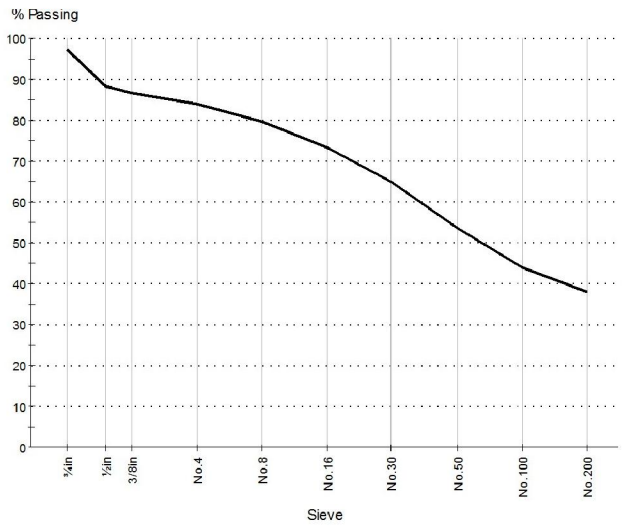
Sample Description:

Clayey Sand with Gravel (SC)

Atterberg Limit:

Liquid Limit: 30
Plastic Limit: 13
Plasticity Index: 17
Linear Shrinkage (%): N/A

Particle Size Distribution



Grading: ASTM C 136, ASTM C 117

Date Tested:
Tested By:

Sieve Size	% Passing	Limits
¾in (19.0mm)	97.4	
½in (12.5mm)	88.3	
3/8in (9.5mm)	86.8	
No.4 (4.75mm)	84.0	
No.8 (2.36mm)	79.8	
No.16 (1.18mm)	73.5	
No.30 (600µm)	65.1	
No.50 (300µm)	53.7	
No.100 (150µm)	44.0	
No.200 (75µm)	37.9	

COBBLES	GRAVEL		SAND			FINES (37.9%)	
	Coarse (2.6%)	Fine (13.4%)	Coarse (5.7%)	Medium (18.8%)	Fine (21.6%)	Silt	Clay
(0.0%)							

D85: 6.0842 **D60:** 0.4400 **D50:** 0.2303
D30: N/A **D15:** N/A **D10:** N/A

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Material Test Report

Report No: MAT:20-03972-S3

Client: DOWL **CC:**

Project: Hidden Bridge Development
Sheridan Wyoming

Job No: 19-20177

Draft Report - Subject to change pending final review

Date of Issue: 5/7/2020

Sample Details

Sample ID	20-03972-S3
Field Sample ID	B-6
Date Sampled	
Source	
Material	Clayey Sand with Gravel (SC)
Specification	Grad
Sampling Method	Existing Material On-Site
Location	
Date Submitted	

Other Test Results

Description	Method	Result	Limits
Liquid Limit (%)	AASHTO T 89	30	
Plastic Limit (%)	AASHTO T 90	13	
Plasticity Index	AASHTO T 90	17	
Fineness Modulus	ASTM C 136, ASTM C 117	N/A	
Curvature Coefficient		N/A	
Uniformity Coefficient		N/A	
CBR At 0.1in (%)	ASTM D 1883		
CBR At 0.2in (%)			
Maximum Dry Density (lb/ft³)			
Maximum Dry Unit Weight (lbf/ft³)	ASTM D 698	115.9	
Corrected Maximum Dry Unit Weight (lbf/ft³)		122.2	
Optimum Water Content (%)		12.4	
Corrected Optimum Water Content (%)		10.5	
Method		B	
Preparation Method		Moist	
Retained Sieve 3/8" (9.5mm) (%)		17	
Specific Gravity (Oversize)		2.65	
Specific Gravity (Fines)		2.65	

Comments

N/A

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Proctor Report

Report No: PTR:20-03972-S1

Client: DOWL **CC:**

Project: Hidden Bridge Development
Sheridan Wyoming

Job No: 19-20177

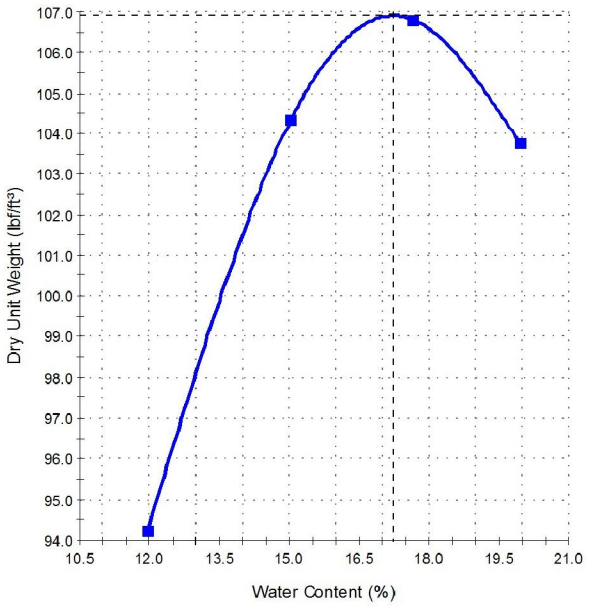
Draft Report - Subject to change pending final review

Date of Issue: 5/7/2020

Sample Details

Sample ID: 20-03972-S1 **Field ID:** B-2
Date Sampled:
Sampling Method: Existing Material On-Site
Material: Sandy Lean Clay (CL)
Specification: Grad
Location:
Sampled By: Unassigned

Dry Unit Weight - Water Content Relationship



Test Results

ASTM D 698

Maximum Dry Unit Weight (lbf/ft³):	**106.9**
Optimum Water Content (%):	**17.2**
Method:	A
Preparation Method:	Moist
Retained Sieve No 4 (4.75mm) (%):	0
Passing Sieve No 4 (4.75mm) (%):	100
Tested By:	
Date Tested:	

AASHTO T 89/T 90

Liquid Limit (%):	41
Plastic Limit (%):	17
Plasticity Index (%):	24
Tested By:	
Date Tested:	

Comments

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American Engineering Testing, Inc.
Rapid City
1745 Samco Road
Rapid City, SD 57702
Phone: (605) 388-0029
Toll Free: (800) 972-6364

Sheridan
72 East Ridge Road Unit D
Sheridan, WY 82801
(307) 675-1863
www.amengtest.com

Proctor Report

Report No: PTR:20-03972-S2

Client: DOWL **CC:**

Project: Hidden Bridge Development
Sheridan Wyoming

Job No: 19-20177

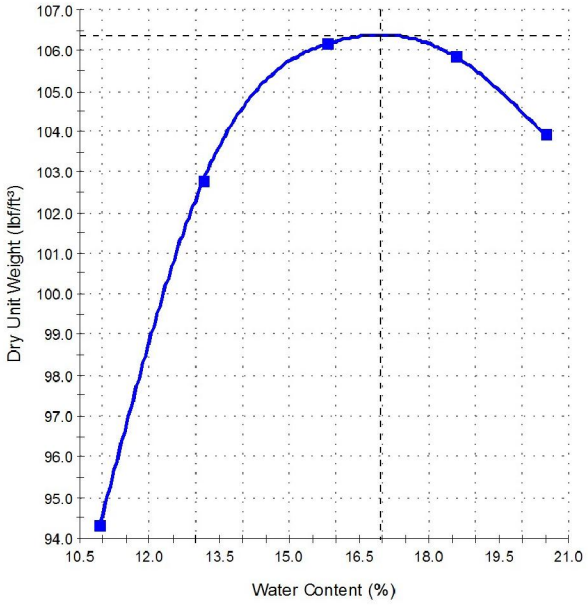
Draft Report - Subject to change pending final review

Date of Issue: 5/7/2020

Sample Details

Sample ID: 20-03972-S2 **Field ID:** B-8
Date Sampled:
Sampling Method: Existing Material On-Site
Material: Lean Clay with Sand (CL)
Specification: Grad
Location:
Sampled By: Unassigned

Dry Unit Weight - Water Content Relationship



Test Results

ASTM D 698

Maximum Dry Unit Weight (lbf/ft³):	**106.4**
Optimum Water Content (%):	**16.9**
Method:	B
Preparation Method:	Moist
Retained Sieve 3/8" (9.5mm) (%):	0
Passing Sieve 3/8" (9.5mm) (%):	100
Tested By:	
Date Tested:	

AASHTO T 89/T 90

Liquid Limit (%):	39
Plastic Limit (%):	16
Plasticity Index (%):	23
Tested By:	
Date Tested:	

Comments

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Sheridan
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Sheridan, WY 82801
(307) 675-1863
www.amengtest.com

Proctor Report

Report No: PTR:20-03972-S3

Client: DOWL **CC:**

Project: Hidden Bridge Development
Sheridan Wyoming

Job No: 19-20177

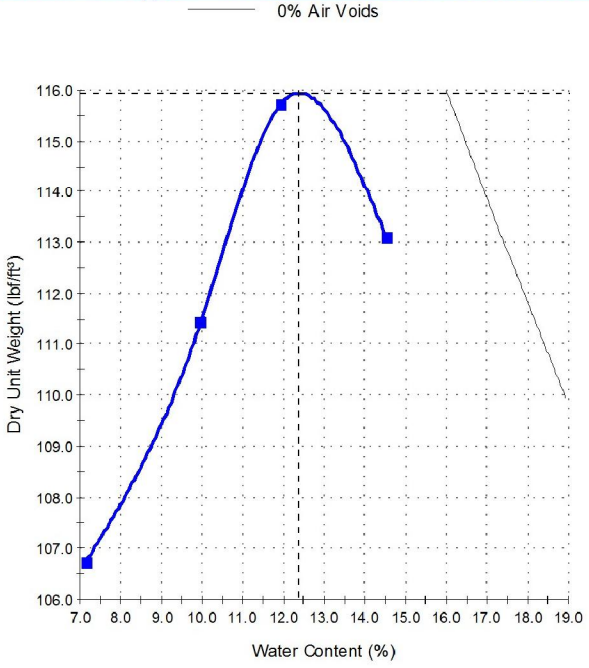
Draft Report - Subject to change pending final review

Date of Issue: 5/7/2020

Sample Details

Sample ID: 20-03972-S3 **Field ID:** B-6
Date Sampled:
Sampling Method: Existing Material On-Site
Material: Clayey Sand with Gravel (SC)
Specification: Grad
Location:
Sampled By: Unassigned

Dry Unit Weight - Water Content Relationship



Test Results

ASTM D 698

Maximum Dry Unit Weight (lbf/ft³):	**115.9**
Optimum Water Content (%):	**12.4**
Method:	B
Preparation Method:	Moist
Specific Gravity (Fines):	2.65
Retained Sieve 3/8" (9.5mm) (%):	17
Passing Sieve 3/8" (9.5mm) (%):	83
Tested By:	
Date Tested:	

ASTM D 4718

Corrected Maximum Dry Unit Weight (lbf/ft³):	**122.2**
Corrected Optimum Water Content (%):	**10.5**
Specific Gravity (Oversize):	2.65
Sieve Size (Oversize):	3/8
Oversize Particles (%):	17

AASHTO T 89/T 90

Liquid Limit (%):	30
Plastic Limit (%):	13
Plasticity Index (%):	17
Tested By:	
Date Tested:	

Comments

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Sheridan
72 East Ridge Road Unit D
Sheridan, WY 82801
(307) 675-1863
www.amengtest.com

California Bearing Ratio Report

Report No: CBR:20-03972-S2

Client: DOWL **CC:**

Project: Hidden Bridge Development
Sheridan Wyoming

Job No: 19-20177

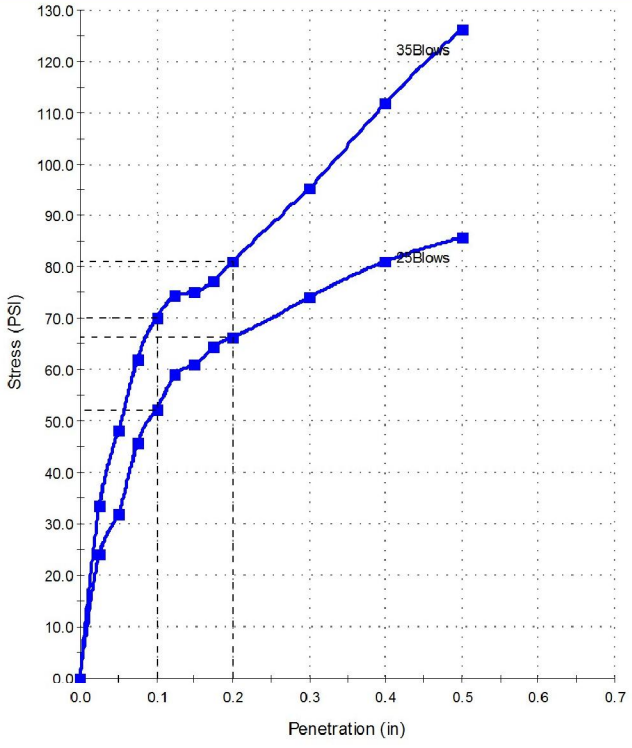
Draft Report - Subject to change pending final review

Date of Issue: 5/7/2020

Sample Details

Sample ID: 20-03972-S2 **Field ID:** B-8
Date Sampled:
Sampling Method: Existing Material On-Site
Source: **Material:** Lean Clay with Sand (CL)
Specification: Grad
Location:
Tested By: **Date Tested:**

Stress vs Penetration



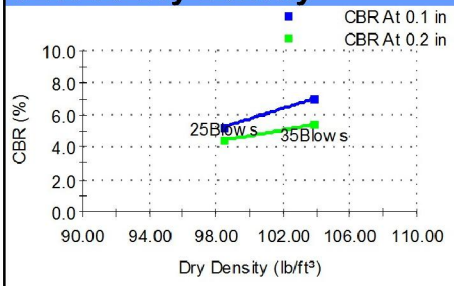
Overall Results

ASTM D 1883

Test Results

Blows		25	35
Comp. Eff.		ASTM D 698	ASTM D 698
Initial MC (%)		17.6	17.6
MC of Top 1in (%)		24.0	23.2
MC After (%)		21.5	18.5
DD Before (lb/ft³)		98.44	103.89
DD After (lb/ft³)			
CBR (%)		5.2	7.0
% MDD		92.5	97.7
Sample Condition		Soaked	Soaked
Immersion Period (h)		96	96
Surcharge (lb)		10.00	10.00
Swell (%)		2.64	1.91

CBR Vs Dry Density



Comments

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(307) 675-1863
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California Bearing Ratio Report

Report No: CBR:20-03972-S3

Client: DOWL **CC:**

Project: Hidden Bridge Development
Sheridan Wyoming

Job No: 19-20177

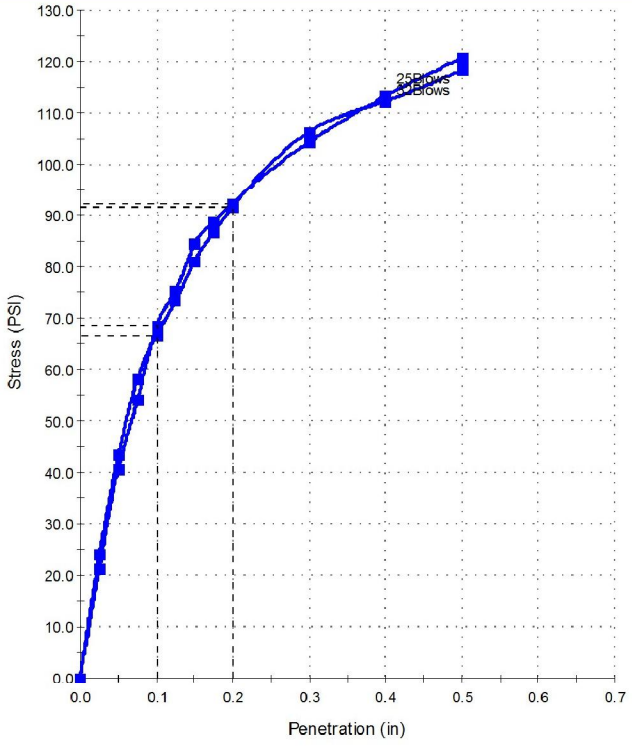
Draft Report - Subject to change pending final review

Date of Issue: 5/7/2020

Sample Details

Sample ID: 20-03972-S3 **Field ID:** B-6
Date Sampled:
Sampling Method: Existing Material On-Site
Source: **Material:** Clayey Sand with Gravel (SC)
Specification: Grad
Location:
Tested By: **Date Tested:**

Stress vs Penetration



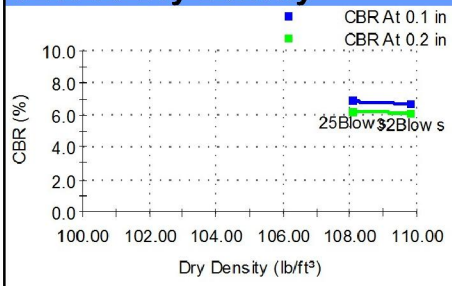
Overall Results

ASTM D 1883

Test Results

Blows		25	32
Comp. Eff.		ASTM D 698	ASTM D 698
Initial MC (%)		12.5	13.0
MC of Top 1in (%)		18.5	62.8
MC After (%)		16.3	16.3
DD Before (lb/ft³)		108.07	109.81
DD After (lb/ft³)			
CBR (%)		6.8	6.7
% MDD		93.2	94.7
Sample Condition		Soaked	Soaked
Immersion Period (h)		96	96
Surcharge (lb)		10.00	
Swell (%)		2.09	2.58

CBR Vs Dry Density

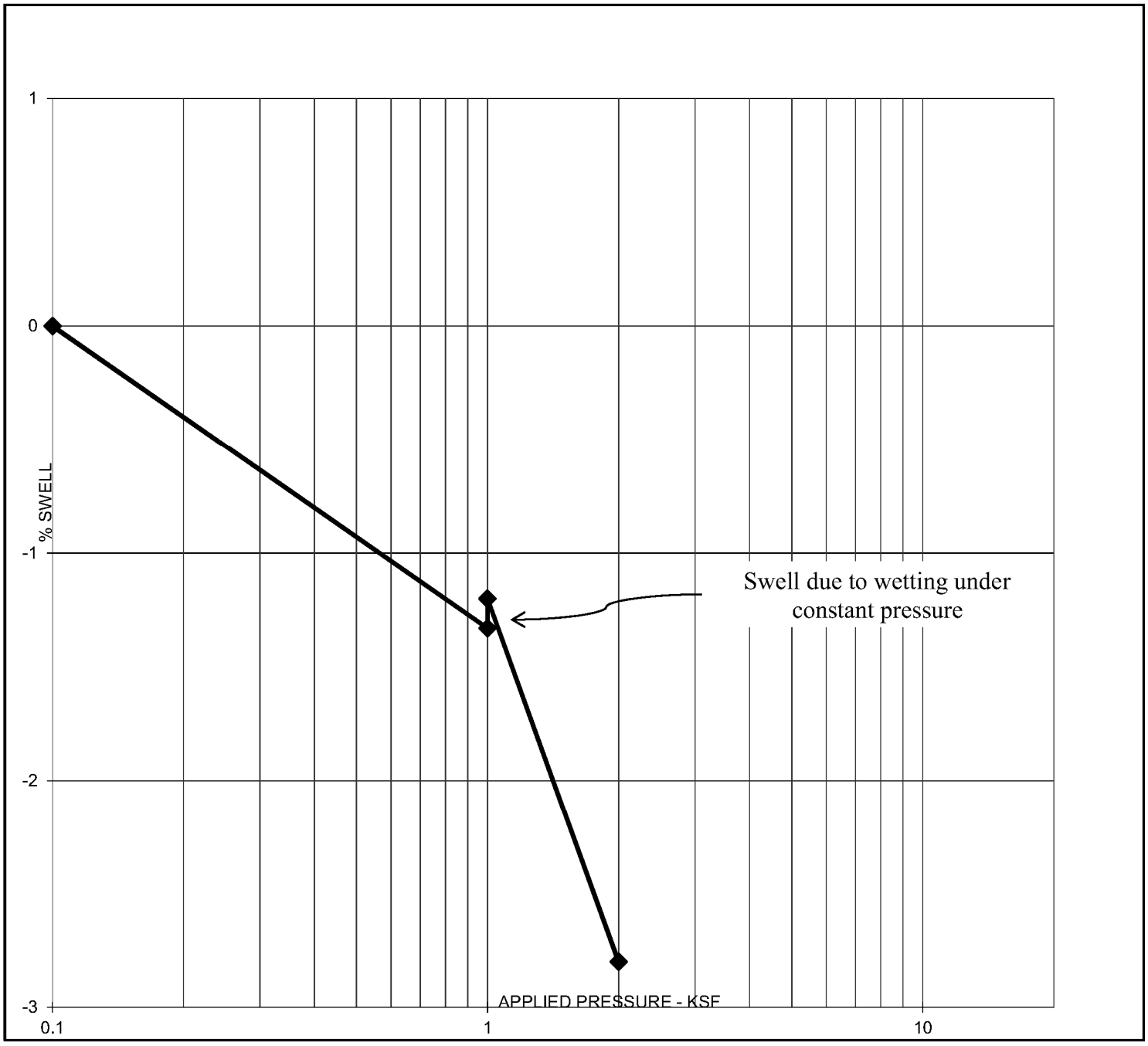


Comments

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AMERICAN ENGINEERING TESTING, INC.

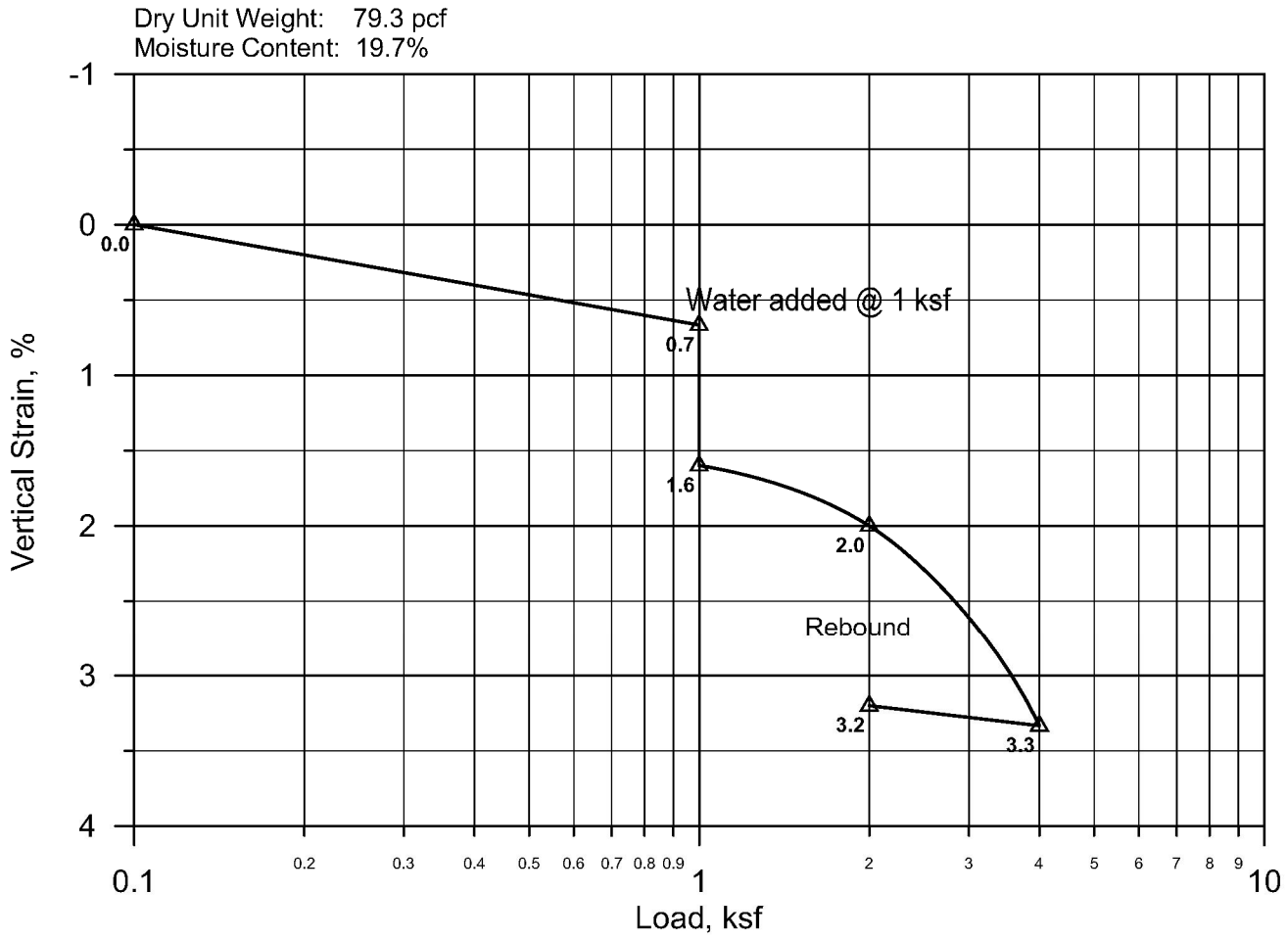
MOISTURE CONTENT:	26.3 percent
DRY UNIT WEIGHT:	82.6 pcf
BORING/DEPTH:	B8 S7
SOIL DESCRIPTION:	Sandy Lean Clay, CL
% Swell:	0.1
Swell Pressure:	1,100 psf



AET Project # 19-20177	**SWELL-CONSOLIDATION TEST RESULTS**	

ONE-DIMENSIONAL, SWELL OR COLLAPSE/CONSOLIDATION TEST RESULTS
ASTM D 4546/2435

Project:	Hidden Bridge Development Sheridan, Wyoming
Client:	Dowl
Project Number:	19-20177
Sample Identification:	B-4-6 @ 15 feet
Sample Classification:	_____ (___)
Date Tested:	4/28/2020
By:	CC



Reviewed By: _____

AMERICAN ENGINEERING TESTING, INC.

Appendix B

Geotechnical Report Limitations and Guidelines for Use

Appendix B
Geotechnical Report Limitations and Guidelines for Use
Report No. 19-20177

B.1 REFERENCE

This appendix provides information to help you manage your risks relating to subsurface problems which are caused by construction delays, cost overruns, claims, and disputes. This information was developed and provided by GBA[1], of which, we are a member firm.

B.2 RISK MANAGEMENT INFORMATION

B.2.1 Understand the Geotechnical Engineering Services Provided for this Report

Geotechnical engineering services typically include the planning, collection, interpretation, and analysis of exploratory data from widely spaced borings and/or test pits. Field data are combined with results from laboratory tests of soil and rock samples obtained from field exploration (if applicable), observations made during site reconnaissance, and historical information to form one or more models of the expected subsurface conditions beneath the site. Local geology and alterations of the site surface and subsurface by previous and proposed construction are also important considerations. Geotechnical engineers apply their engineering training, experience, and judgment to adapt the requirements of the prospective project to the subsurface model(s). Estimates are made of the subsurface conditions that will likely be exposed during construction as well as the expected performance of foundations and other structures being planned and/or affected by construction activities.

The culmination of these geotechnical engineering services is typically a geotechnical engineering report providing the data obtained, a discussion of the subsurface model(s), the engineering and geologic engineering assessments and analyses made, and the recommendations developed to satisfy the given requirements of the project. These reports may be titled investigations, explorations, studies, assessments, or evaluations. Regardless of the title used, the geotechnical engineering report is an engineering interpretation of the subsurface conditions within the context of the project and does not represent a close examination, systematic inquiry, or thorough investigation of all site and subsurface conditions.

B.2.2 Geotechnical Engineering Services are Performed for Specific Purposes, Persons, and Projects, and At Specific Times

Geotechnical engineers structure their services to meet the specific needs, goals, and risk management preferences of their clients. A geotechnical engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared solely for the client.

Likewise, geotechnical engineering services are performed for a specific project and purpose. For example, it is unlikely that a geotechnical engineering study for a refrigerated warehouse will be the same as one prepared for a parking garage; and a few borings drilled during a preliminary study to evaluate site feasibility will not be adequate to develop geotechnical design recommendations for the project.

Do <u>not</u> rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project or purpose;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, the reliability of a geotechnical-engineering report can be affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. If you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying the recommendations in it. A minor amount of additional testing or analysis after the passage of time – if any is required at all – could prevent major problems.

1 Geoprofessional Business Association, 1300 Piccard Drive, LL14, Rockville, MD 20850
Telephone: 301/565-2733: www.geoprofessional.org, 2019

B.2.3 Read the Full Report
Costly problems have occurred because those relying on a geotechnical-engineering report did not read the report in its entirety. Do not rely on an executive summary. Do not read selective elements only. Read and refer to the report in full.

B.2.4 You Need to Inform Your Geotechnical Engineer About Change
Your geotechnical engineer considered unique, project-specific factors when developing the scope of study behind this report and developing the confirmation-dependent recommendations the report conveys. Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the elevation, configuration, location, orientation, function or weight of the proposed structure and the desired performance criteria;
- the composition of the design team; or
- project ownership.

As a general rule, always inform your geotechnical engineer of project or site changes – even minor ones – and request an assessment of their impact. The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.

B.2.5 Most of the "Findings" Related in This Report Are Professional Opinions
Before construction begins, geotechnical engineers explore a site's subsurface using various sampling and testing procedures. Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing is performed. The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgement to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team through project completion to obtain informed guidance quickly, whenever needed.

B.2.6 This Report's Recommendations Are Confirmation-Dependent
The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, they are not final, because the geotechnical engineer who developed them relied heavily on judgement and opinion to do so. Your geotechnical engineer can finalize the recommendations only after observing actual subsurface conditions exposed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.

B.2.7 This Report Could Be Misinterpreted
Other design professionals' misinterpretation of geotechnical engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a continuing member of the design team, to:

- confer with other design-team members;
- help develop specifications;
- review pertinent elements of other design professionals' plans and specifications; and
- be available whenever geotechnical engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction-phase observations.

B.2.8 Give Constructors a Complete Report and Guidance
Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical engineering report, along with any attachments or appendices, with your contract documents, but be certain to note conspicuously that you've included the material for information purposes only. To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report. Be certain that constructors know they may learn about

specific project requirements, including options selected from the report, only from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and be sure to allow enough time to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

B.2.9 Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. This happens in part because soil and rock on project sites are typically heterogeneous and not manufactured materials with well-defined engineering properties like steel and concrete. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. Read these provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

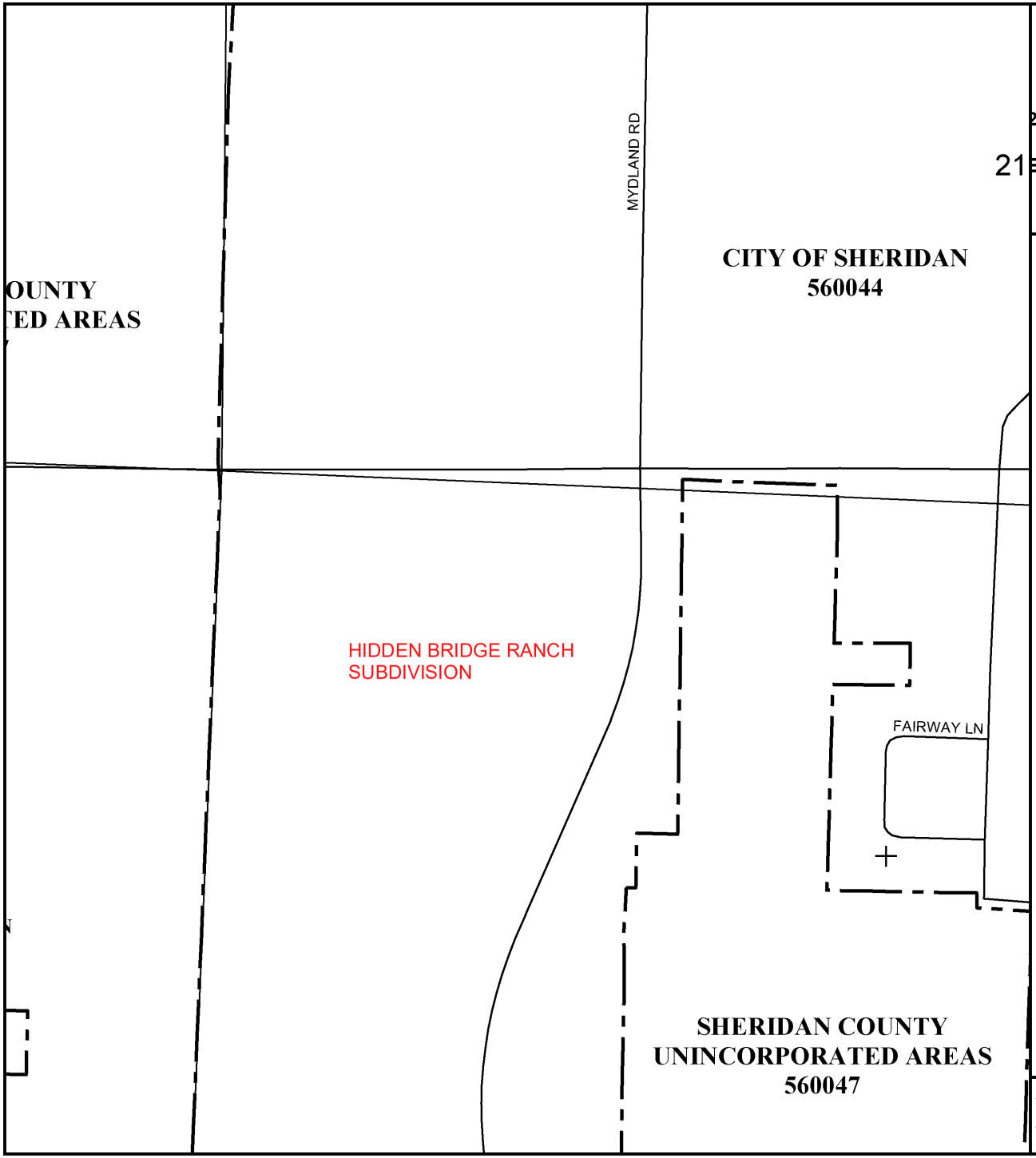
B.2.10 Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical engineering study. For that reason, a geotechnical engineering report does not usually provide environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. Unanticipated subsurface environmental problems have led to project failures. If you have not obtained your own environmental information about the project site, ask your geotechnical consultant for a recommendation on how to find environmental risk-management guidance.

B.2.11 Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, the engineer's services were not designed, conducted, or intended to prevent migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration. Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. Geotechnical engineers are not building-envelope or mold specialists.

APPENDIX 5: FEMA FIRM MAP



MAP SCALE 1" = 500'

250 0 500 1000

FEET

21 METERS

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0761E

FIRM

FLOOD INSURANCE RATE MAP

SHERIDAN COUNTY, WYOMING AND INCORPORATED AREAS

PANEL 761 OF 1625

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
SHERIDAN COUNTY	560047	0761	E
SHERIDAN, CITY OF	560044	0761	E

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
56033C0761E
EFFECTIVE DATE
JANUARY 16, 2014

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

APPENDIX 6: STORMWATER CALCULATIONS

SCS Runoff Calculations

Basin	Area (acres)	Curve Number (CN)	Basin Slope (%)	Hydraulic Length (ft)	Lag Time (hours)	Time of Concentration, tc (hours)	2 -Year Frequency: Rainfall Depth, P (in)	2 -Year Frequency: Rainfall Excess, Q (in)	2 -Year Frequency: Unit Peak Discharge, qu (csm/in)	2 -Year Frequency: Peak Flow,q (cfs)	5 -Year Frequency: Rainfall Depth, P (in)	5 -Year Frequency: Rainfall Excess, Q (in)	5 -Year Frequency: Unit Peak Discharge, qu (csm/in)	5 -Year Frequency: Peak Flow,q (cfs)	10 -Year Frequency: Rainfall Depth, P (in)	10 -Year Frequency: Rainfall Excess, Q (in)	10 -Year Frequency: Unit Peak Discharge, qu (csm/in)	10 -Year Frequency: Peak Flow,q (cfs)	100 -Year Frequency: Rainfall Depth, P (in)	100 -Year Frequency: Rainfall Excess, Q (in)	100 -Year Frequency: Unit Peak Discharge, qu (csm/in)	100 -Year Frequency: Peak Flow,q (cfs)
Pre-Development Conditions																						
E1	110.10	79	2.3	5530	0.85	1.42	1.61	0.31	219	**11.6**	2.05	0.55	248	**23.3**	2.35	0.73	258	**32.6**	3.46	1.53	277	**72.7**
E2	1.95	79	2.4	460	0.11	0.19	1.61	0.31	787	**0.7**	2.05	0.55	799	**1.3**	2.35	0.73	805	**1.8**	3.46	1.53	823	**3.8**
E3	17.90	87	2.4	1025	0.16	0.27	1.61	0.64	679	**12.1**	2.05	0.97	692	**18.9**	2.35	1.22	699	**23.8**	3.46	2.19	715	**43.8**
									Total	**24.5**			**Total**	**43.5**			**Total**	**58.3**			**Total**	**120.3**
Developed Conditions																						
D1	111.30	81	2.3	5530	0.79	1.32	1.61	0.38	249	**16.3**	2.05	0.64	271	**30.3**	2.35	0.84	279	**41.0**	3.46	1.69	294	**86.1**
D2	18.65	90	2.4	1025	0.15	0.24	1.61	0.77	723	**16.2**	2.05	1.14	733	**24.3**	2.35	1.40	739	**30.1**	3.46	2.41	755	**53.0**
									Total	**32.6**			**Total**	**54.6**			**Total**	**71.1**			**Total**	**139.1**
										8.1				11.0				12.9				18.8

Notes:

Q - Depth of direct runoof, inches

t_c - Time of Concentration in minutes. Calculated with the equation $t_l = 0.6t_c$

t_L - Lag Time in minutes. Calculated with the equation: $t_L = \frac{L^{0.8}(S+1)^{0.7}}{1900\,Y^{0.5}}$

P - Depth of 24-hour precipitation, inches. From Table 3.3 of Sheridan Storm Drainage Design Manual

S - Retention, inches. Calculated with the equiation: S = (1000/CN)-10

Composite Curve Numbers Hydrologic Soil Group: C

Basin	Area	Impervious: Area	Impervious: Coefficient	Gravel: Area	Gravel: Coefficient	Lawn: Area	Lawn: Coefficient	Residential: Area	Residential: Coefficient	Native Grass: Area	Native Grass: Coefficient	Ag Field: Area	Ag Field: Coefficient	Composite Coefficient
E1	110.10	8.62	98	3.68	89	26.75	74	0.00	90	40.32	74	30.73	83	78.9
E2	1.95	0.00	98	0.00	89	0.00	74	0.00	90	1.95	74	0.00	83	74.0
E3	17.90	0.00	98	0.00	89	0.00	74	15.10	90	2.80	74	0.00	83	87.5
D1	111.30	8.62	98	0.13	89	26.75	74	19.33	90	25.74	74	30.73	83	81.1
D2	18.65	0.00	98	0.00	89	0.00	74	18.65	90	0.00	74	0.00	83	90.0

SCS Runoff Calculations

Basin	Area (acres)	Curve Number (CN)	Basin Slope (%)	Hydraulic Length (ft)	Lag Time (hours)	Time of Concentration, tc (hours)	100 -Year Frequency Rainfall Depth, P (in)	Rainfall Excess, Q (in)	Unit Peak Discharge, qu (csm/in)	Peak Flow,q (cfs)	Design Point
Developed Conditions											
Block 1a	0.29	90	2	42	0.01	0.02	3.46	2.41	1334	**1.5**	
Block 1b	0.56	90	1	360	0.10	0.16	3.46	2.41	880	**1.9**	SBn
Block 2a	1.32	90	0.86	580	0.16	0.26	3.46	2.41	737	**3.7**	SBn
Block 2b	1.38	90	1.19	590	0.13	0.22	3.46	2.41	783	**4.1**	SBn
Block 3a	1.39	90	1.19	590	0.13	0.22	3.46	2.41	783	**4.1**	SBn
Block 3b	1.39	90	1.09	550	0.13	0.22	3.46	2.41	787	**4.1**	SBn
Block 4a	1.84	90	4.00	450	0.06	0.10	3.46	2.41	1036	**7.2**	SBn
Block 4b	1.42	74	3.33	300	0.08	0.13	3.46	1.21	896	**2.4**	1
Block 5a	1.93	90	2.73	1100	0.15	0.24	3.46	2.41	782	**5.7**	SBs
Block 5b	1.91	90	3.67	1200	0.13	0.22	3.46	2.41	782	**5.6**	1
Block 6a	2.31	90	1.65	1330	0.22	0.36	3.46	2.41	634	**5.5**	
Block 6b	1.20	90	2.80	1000	0.13	0.22	3.46	2.41	785	**3.5**	2



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