**AGENDA**
**CITY OF SHERIDAN**
**SEPTEMBER 26, 2022**
**STUDY SESSION COUNCIL MEETING START 5:30 P.M.**

1. Discussion of PL-22-29, Resolution 45-22, The Headquarters. Subdivide 48.56 Acres - Community Development Director Wade Sanner

2. Discussion of PL-22-31, Resolution 46-22, Bender Subdivision. Subdivide 1.71 Acres - Community Development Director Wade Sanner

3. Discussion of PL-22-25, Resolution 48-22, McDougall Minor Subdivision - Community Development Director Wade Sanner

4. Discussion of PL-22-32, Resolution 51-22, Sheridan Motors Subdivision - Community Development Director Wade Sanner

5. Discussion of Resolution 47-22; Submission of the Wyoming Outdoor Recreation Grant (WORG) Application for the Black Tooth Park All-Inclusive Playground Equipment - Director of Public Works Hanns Mercer

6. Discussion of WYDOT Bridge Formula Program Project Agreement to Replace E. Works St. Bridge - Director of Public Works Hanns Mercer

7. Discussion of Amendment #2 to the Contract between the City of Sheridan and Interstate Engineering for the Design of Kendrick Pool in the Amount of $547,000 - Director of Public Works Hanns Mercer

8. Discussion of City Property Use Agreement with AXE, LLC - Director of Public Works Hanns Mercer

9. Discussion of Resolution 54-22 and 55-22 Regarding Two Grant Applications to National Historical Publications & Records Commission for the Cemetery Historical Data Preservation Project - City Clerk Cecilia Good

10. Continued Discussion on the Open Space Ordinance from the September 12 Study Session (See attached ordinance) - Community Development Director Wade Sanner

# CITY OF SHERIDAN, WYOMING

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


***Planning***

## MEMORANDUM

| | |
|---|---|
| Project Name: | Discussion of PL-22-29, Resolution 45-22, The Headquarters. Subdivide 48.56 Acres - Community Development Director Wade Sanner |
| From: | Wade Sanner, Community Development Director |
| To: | Mayor and Council |
| CC: | |
| Date: | 10/03/2022 |

**Recommendation:**

Discussion of PL-22-29, Resolution 45-22, The Headquarters. The applicant, John E. Rice & Sons, Inc. is requesting to subdivide 48.56 acres into 2 tracts, zoned Gateway District. Located at 3200 N. Main St. (PIN 56841520000102).

**Background:**

The applicant, John E. Rice & Sons, Inc., is requesting to subdivide 48.56 acres of unplatted land into 2 tracts on the property located at 3200 North Main Street (PIN 56841520000102).

The property is located at the southwest corner of Real Bird Way and North Main Street. The property is zoned Gateway District and part of the Wrench Ranch Master Plan. The property is unplatted land and vacant. Access to the property is accessed via Russel Drive to the south, Real Bird Way to the east, and North Main Street to the north.

PROPOSED LOTS

The applicant is proposing a 2 lot subdivision. Tract 1 is proposed to be 33.56 acres and Tract 2 is proposed to be 15.00 acres. The proposed subdivision will be "holder" lots for future development and subdivision of the land.

EASEMENTS

The applicant is proposing the following easements:

Tract 1: The applicant is proposing a 15-foot building setback and general utility easement to run along the perimeter of the property.

Tract 2: The applicant is proposing a 15-foot building setback and general utility easement along the perimeter of the property.

NOTICES

As part of the request to subdivide this property, staff sent notices to the 8 property owners within 300 feet, placed a legal notice in the newspaper, and posted a sign on the property. Staff have received no comments or inquiries regarding this application.

**Discussion:**

Prior to approving the final plat, the City Council will need to make the following findings per Sheridan City Code Appendix B §202. Staff offers the following comments on the required findings:

*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.

*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.

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

The proposed subdivision conforms to the Zoning Ordinance.

*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 proposed subdivision is outside the Airport Influence Area.

*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.*

Water and sewer lines already exist in the Russell Drive, Real Bird Way, and North Main Street rights-of-way. Future water and sewer connections will tap in to these lines.

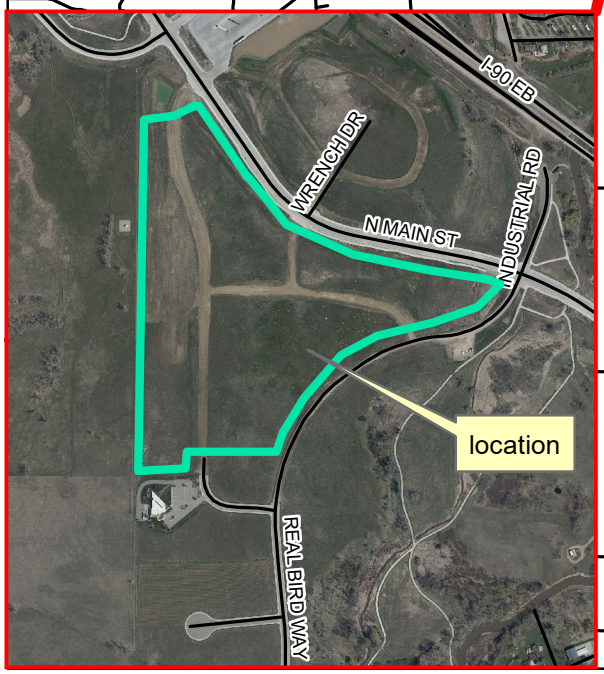
Staff has no further comments at this time.

---

**Attachments**

Aerial
Subdivision Plat
Resolution

# The Headquarters




GATEWAY
MP - Master Plan

R1-ZONE

M1-ZONE

PUD

HE-ZONE

DISCLAIMER:
The City of Sheridan GIS Division produced this map for informational purposes only. The City of Sheridan provides this map on an "as is" basis without warranties of any kind, either expressed or implied, and shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of such map. The user acknowledges and agrees that the use of such data is at the sole risk of the user. General questions about this map including errors, omissions, and/or updates should be directed to the City of Sheridan GIS Division.

CITY OF Sheridan WYOMING

**Legend**

- Roads
- City of Sheridan Boundary
- R1 - Residence District
- R2 - Residence District
- R3 - Residence District
- R4 - Residence District
- B1 - Business District
- B2 - Business District
- M1 - Industrial District
- MA - Medical Arts District
- HE - Higher Education District
- RUCA - Restricted Use Control Area
- PUD - Planned Unit Development
- GATEWAY - Gateway District

N

0 0.2 0.4 0.8 Miles

Name: sgoodman

Date: 08/29/2022

# FINAL PLAT
# The Headquarters
## LOCATED IN A PART OF THE
## NW1/4 Section 15, Township 56 North, Range 84 West
## 6 TH. P.M., SHERIDAN COUNTY, WYOMING

*CERTIFICATE OF OWNER*

Know by all men by these presents that the undersigned being the owners, proprietors or parties of interest in the land shown on this plat, do hereby certify: That the foregoing plat designated as THE HEADQUARTERS

A TRACT OF LAND LOCATED IN A PART OF THE NW1/4, SECTION 15, TOWNSHIP 56 NORTH, RANGE 84 WEST, SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING and more particularly described as follows;

**BEGINNING** At A Point Which Is Located S 00°21'59" W, 95.02 Feet From The Northwest Corner Of Said Section 15, Said Point Being On The South Right Of Way Of Yellowtail Drive;

Thence With Said South Right Of Way With A Non-tangent Curve Turning To The Left With An Arc Length Of 132.93 Feet, A Radius Of 500.00 Feet, A Chord Bearing Of North 66°34'52" East, A Chord Length Of 132.54 Feet To The Intersection Of Yellowtail Drive And North Main Street;

Thence With The South Right Of North Main Street South 34°26'49" East, A Distance Of 700.90 Feet To A Point;

Thence Continuing With Said South Right Of Way North 55°33'11" East, A Distance Of 59.85 Feet To A Point;

Thence Continuing With Said South Right Of Way South 34°26'49" East, A Distance Of 160.88 Feet To A Point;

Thence Continuing With Said South Right Of Way With A Curve Turning To The Left With An Arc Length Of 628.85 Feet, A Radius Of 810.00 Feet, A Chord Bearing Of South 56°41'17" East, A Chord Length Of 613.18 Feet;

Thence Continuing With Said South Right Of Way South 78°55'46" East, A Distance Of 356.89 Feet To A Point;

Thence Continuing With Said South Right Of Way South 11°04'14" West, A Distance Of 30.00 Feet To A Point;

Thence Continuing With Said South Right Of Way South 78°55'46" East, A Distance Of 30.00 Feet To A Point;

Thence Continuing With Said South Right Of Way South 78°55'46" East, A Distance Of 192.49 Feet To A Point;

Thence Continuing With Said South Right Of Way With A Curve Turning To The Right With An Arc Length Of 236.08 Feet, A Radius Of 1910.00 Feet, A Chord Bearing Of South 75°23'18" East, A Chord Length Of 235.93 Feet To The Intersection Of The West Right Of Way Of Real Bird Way;

Thence With Said West Right Of Way South 11°04'14" West, A Distance Of 38.14 Feet To A Point;

Thence Continuing With Said West Right Of Way With A Curve Turning To The Right With An Arc Length Of 358.43 Feet, A Radius Of 270.00 Feet, A Chord Bearing Of South 49°06'04" West, A Chord Length Of 332.68 Feet;

Thence Continuing With Said West Right Of Way With A Reverse Curve Turning To The Left With An Arc Length Of 1287.97 Feet, A Radius Of 1030.00 Feet, A Chord Bearing Of South 51°18'32" West, A Chord Length Of 1205.68 Feet To The Northeast Corner Of Lot 1, Block 3, Wrench Ranch Hills-Phase 1;

Thence With The North Line Of Said Lot 1, Block 3 North 74°30'51" West, A Distance Of 188.66 Feet To The North West Corner Of Said Lot 1, Block 3;

Thence With The North Line Of Lot 2, Block 3, Wrench Ranch Hills-Phase 1 North 89°39'51" West, A Distance Of 182.31 Feet To The Northwest Corner Of Said Lot 2, Block 3, Also Being On The East Right Of Way Of Russell Drive;

Thence North 89°39'51" West, A Distance Of 60.00 Feet To A Point On The West Right Of Way Of Said Russell Drive;

Thence With Said West Right Of Way South 00°20'09" West, A Distance Of 106.14 Feet To A Point To The Northeast Corner Of Lot 9, Block 2, Wrench Ranch Hills-1;

Thence With The North Line Of Said Lot 9, Block 2 WEST A Distance Of 351.65 Feet To The Northwest Corner Of Said Lot 9, Block 2, Also Being On The West Line Of Section 15;

Thence With Said West Line North 00°22'00" East, A Distance Of 2224.45 Feet To o The Point Of **Beginning**, Having An Area Of 48.56 Acres more or less.

*DIRECTOR OF PUBLIC WORKS*
*CERTIFICATE OF APPROVAL*

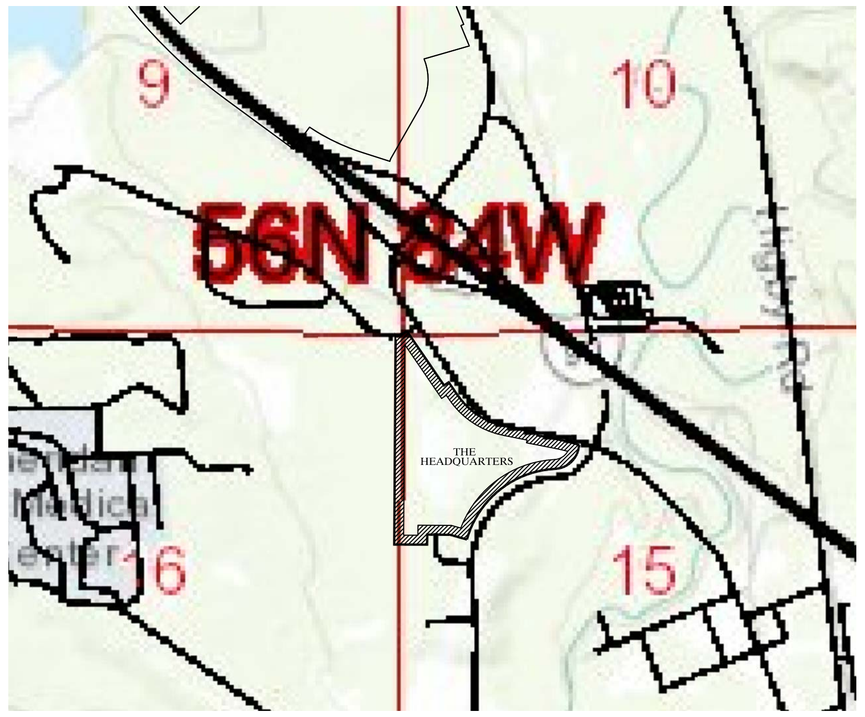
This plat has been prepared in accordance with the requirements and procedures outlined in the Subdivision Regulations of the City of Sheridan, and certified this _____day of _____, 2022, by the Director of Public Works of Sheridan, Wyoming.

_____
Director of Public Works

*CITY OF SHERIDAN*
*PLANNING COMMISSION*
*CERTIFICATE OF REVIEW*

Reviewed by the City of Sheridan Planning Commission this _____ day of _____, 2022.

_____ _____
Attest:Vice-Chairman Chairman




*LOCATION MAP*
*NTS*

AND THAT THIS SUBDIVISION, AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S); AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS, AND

THAT THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DO HEREBY DEDICATE TO THE CITY OF SHERIDAN AND ITS LICENSEES FOR PUBLIC USE THE INDICATED PURPOSES, ALL STREETS, ALLEYS, EASEMENTS AND OTHER PUBLIC LANDS WITHIN THE BOUNDARY LINES OF THIS PLAT, AS INDICATED, AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE.

UTILITY EASEMENTS, AS DESIGNATED ON THIS PLAT, ARE HEREBY DEDICATED TO THE CITY OF SHERIDAN AND ITS LICENSEES FOR PUBLIC USE FOR THE PURPOSE OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SEWER, WATER LINES, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC.

*CITY OF SHERIDAN*
*CERTIFICATE OF APPROVAL*

Approved by the City Council of the City of Sheridan, Wyoming, this _____ day of _____, 2022.

_____ _____
Attest:City Clerk Mayor

*CERTIFICATE OF RECORDER*

This plat was filed for record in the Office of the Clerk and Recorder at _____ o'clock ____m., This _____ day of _____, 2022. And is duly recorded in Book _____, Page No. _____ .

_____
County Clerk

ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

EXECUTED THIS ____ DAY OF _____, 2022 BY,

_____
OWNER.

STATE OF WYOMING )
) SS.
SHERIDAN COUNTY )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____, DAY OF _____, 2022, BY

_____.
WITNESS MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC




SCALE 1" = 200'

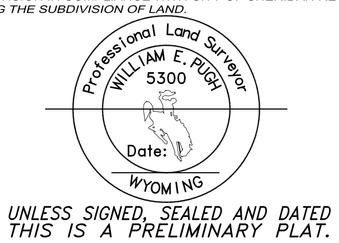
0 200 400 600

If this does not measure 1" scale is not correct.
Basis of Bearing: NAD 83
Wyoming State East Central Zone

**OWNER**
**JOHN E. RICE & SONS, INC**
**DBA WRENCH RANCH**
**247 DECKER ROAD**
**SHERIDAN, WYOMING 82801**

*SURVEYOR'S CERTIFICATE:*

*I, WILLIAM E. PUGH, 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 THE HEADQUARTERS, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT HIS PLAT WAS MADE FROM AN 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.*




*UNLESS SIGNED, SEALED AND DATED THIS IS A PRELIMINARY PLAT.*




| CURVE | RADIUS | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|
| C1 | 500.00' | 132.93' | N 66°34'52" E | 132.54' |
| C2 | 810.00' | 628.85' | S 56°41'17" E | 613.18' |
| C3 | 1910.00' | 236.08' | S 75°23'18" E | 235.93' |
| C4 | 270.00' | 358.43' | S 49°06'04" W | 332.68' |
| C5 | 1030.00' | 1267.97' | S 51°18'32" W | 1205.68' |

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | N 55°33'11" E | 59.85' |
| L2 | S 34°26'49" E | 160.88' |
| L3 | S 78°55'46" E | 356.89' |
| L4 | S 11°04'14" W | 30.00' |
| L5 | S 78°55'46" E | 30.00' |
| L6 | S 78°55'46" E | 192.49' |
| L7 | S 11°04'14" W | 38.14' |
| L8 | N 74°30'51" W | 188.66' |
| L9 | N 89°39'51" W | 182.31' |
| L10 | N 89°39'51" W | 60.00' |
| L11 | S 00°20'09" W | 106.14' |
| L12 | N 90°00'00" W | 351.65' |

| Rev. | Date | Description | By | Proj. Engr. | Check | Rev. Request |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Client PM: WEP | P741376 | Drawn: WEP | Checked: | Approval: WEP | Date: 7/22/2022 | Sheet: 1 OF 1 | Rev: 0

Client:
JOHN E RICE & SONS, INC.
DBA WRENCH RANCH
247 DECKER ROAD
SHERIDAN, WY 82801

Prepared By:
wood.
2615 Aviation Dr. Sheridan, WY 82801
(307) 675-6400 www.woodplc.com

G:\Engineering\City Of Sheridan\WRENCH RANCH PHASE TWO\The Headquarters\The Headquarters Final Plat.dwg, 8/19/2022 7:20:05 PM, Adobe PDF

**CITY OF SHERIDAN**
**RESOLUTION 45-22**

A RESOLUTION approving PL-22-29, the plat of The Headquarters Subdivision, dividing ± 48.56 acres of unplatted land into 2 tracts. The property is zoned Gateway District, and located at 3200 North Main Street.

**WHEREAS**, the minor plat of the The Headquarters 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).

**Be it resolved by the City Council of the City of Sheridan:**

That the minor plat of the The Headquarters Subdivision, dividing ± 48.56 acres of unplatted land into 2 tracts. The property is zoned Gateway District, located at 3200 North Main Street.

In approving The Headquarters Minor 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 3rd day of October 2022.

_____
Richard Bridger, 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


***Planning***

## MEMORANDUM

| | |
|---|---|
| Project Name: | Discussion of PL-22-31, Resolution 46-22, Bender Subdivision. Subdivide 1.71 Acres - Community Development Director Wade Sanner |
| From: | Wade Sanner, Community Development Director |
| To: | Mayor and Council |
| CC: | |
| Date: | 09/26/2022 |

**Recommendation:**

Discussion of PL-22-31, Resolution 46-22, Bender Subdivision. The applicants, Hartland Enterprises, LLC and Scott Gerber and Ayme Ahrens, are requesting to subdivide 1.71 acres of unplatted land into 7 lots and 3 outlots, zoned R-3 Residence District. Located at 1700 Bender Lane (PIN 56843530001933).

**Background:**

The applicants, Hartland Enterprises, LLC and Scott Gerber and Ayme Ahrens, are requesting to subdivide 1.71 acres of unplatted land into 7 lots and 3 outlots, zoned R-3 Residence District. Located at 1700 Bender Lane (PIN 56843530001933).

The property is located west of Sheridan Avenue, just south of Little Goose Creek. The property was recently rezoned from M-1 to R-3. The surrounding properties are large lot single-family homes zoned M-1. The subject property has not been platted.

The applicant is proposing a 10 lot subdivision. The proposed lot sizes are listed below, with an average lot size of 6,863 square feet:

| Lot # | Size (Sq. Ft.) | | Outlot | Size (Sq. Ft.) |
|---|---|---|---|---|
| 1 | 6,687 | | A | 11,536 |
| 2 | 5,768 | | B | 7,859 |
| 3 | 6,468 | | C | 6,743 |
| 4 | 6,743 | | | |
| 5 | 5,894 | | | |
| 6 | 5,129 | | | |
| 7 | 5,806 | | | |

OUTLOTS
Outlot A is proposed to be the interior "T"-shaped private drive that is accessed via Bender Lane and provides access to lots 1-3 and lots 5-7. Outlots B and C will be designated as open space, with a portion of the Little Goose Creek floodway.

RIGHT-OF-WAY
The applicant is proposing to access the property on Bender Lane, via Sheridan Avenue. Bender Lane runs in a north/south direction. Bender Lane is proposed to terminate to the north approximately 87 feet from Little Goose Creek. Approximately 200 feet north of the bend in Turner Land and Bender Lane, a private road is proposed to intersect and provide access to the site and the property to the west. A second private road intersects to provide north/south access through the site. Portions of Bender Lane's ownership, adjacent to the northeast corner of the property, were called into question by the surrounding property owners. This was rectified by a quiet title action, filed by the applicant.

The property is accessed via Bender Lane via Sheridan Avenue and Turner Lane. The applicant is proposing a 30-foot T-shaped right-of-way that accesses the southern and central portion of the property. The southern private road will provide access to the property to the west. The applicant is proposing to dedicate the northern portion of Bender Lane, a 40-foot wide public right-of-way dedicated per the proposed plat. In addition to the paved road network, the applicant is also constructing the curb, gutter and sidewalk along Bender Lane.

SETBACK
The property was rezoned from M-1 to R-3 by the City Council on June 20, 2022. Per Appendix A, Section 6(C) of the Sheridan Municipal Code, the following R-3 zone district setbacks apply in the :
1. Front yard. The minimum front yard depth shall be fifteen (15) feet. In the case of a corner lot, the primary front yard shall be the yard in which the principal entrance to the building faces as established per the building permit, and the depth shall be at least fifteen (15) feet.
2. Rear yard. The minimum rear yard depth shall be fifteen (15) feet.
3. Side yard. If the building height is not greater than thirty-five (35) feet, the minimum width of the side yard on each side of the building shall be five (5) feet, except in the case of a common or party wall shared between two single-family attached units. For each additional foot of height where the building exceeds thirty-five (35) feet, each side yard shall be increased one (1) foot in width.

UTILITIES
Utilities are located in the Turner Lane right-of-way to the south, and in the Sheridan Avenue right-of-way to the east. The applicant is proposing to extend utilities up Bender Lane to service the properties from the east. Water and sewer are proposed to be extended into the Outlot A right-of-way.

EASEMENTS
The applicant is proposing the following easements: A 27.5-foot access and utility easement along the eastern portions of Lots 1-3, as well as the western portions of Lots 5-7. This easement will be utilized for sidewalk and on-site parking. A 10-foot utility easement along the western portion of lots 1-3, and the eastern portion of Lots 5-7. A 5-foot utility easement along the northern and southern portions of Lots 1-3 and 5-7. A 2-foot access and utility easement along the southern portion of Lots 1 and 7. A 10-foot by 10-foot fire hydrant easement in the southeast corner of Lot 7.

STORMWATER DETENTION
The applicant is proposing a stormwater detention pond on the southeast corner of Oulot B to accommodate stormwater runoff.

SLOPE
The property has a 10-foot grade change with a 5% slope. The most significant grade change is adjacent to Little Goose Creek, which constitutes the creek bank. Overall, the property is relatively flat with a gentle slope to the north with approximately a 2 to 4-foot grade change.

PRELIMNARY PLAT

The Bender Subdivision preliminary plat was reviewed by the Planning Commission on July 25, 2022. The Planning Commission sent a positive recommendation to the request. However, there were subsequent consultations with staff before the final plat was submitted. Further, the applicant was waiting for the Quiet Title on Bender Lane that needed to be rectified. Once these were rectified, then the final plat continued through the public process.

NOTICES
In addition to posting a sign on the property and notices in the newspaper, staff sent 10 notices to the nearest neighbors. At the time of writing this staff report, no inquiries or objections were received by staff.

**Discussion:**

Prior to approving the final plat, the City Council will need to make the following findings per Sheridan City Code Appendix B §202. Staff offers the following comments on the required findings:

*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.

*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.

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

The proposed subdivision conforms to the Zoning Ordinance.

*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 proposed subdivision is outside the Airport Influence Area.

*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.*

Water and sewer lines already exist in the Sheridan right-of-way. Future water and sewer lines will be extended along the Bender Lane right-of-way along the eastern side of the property. Water and sewer lines will also be installed along the private street on the south side of the property, and through the center of the property.

Staff has no further comments at this time.

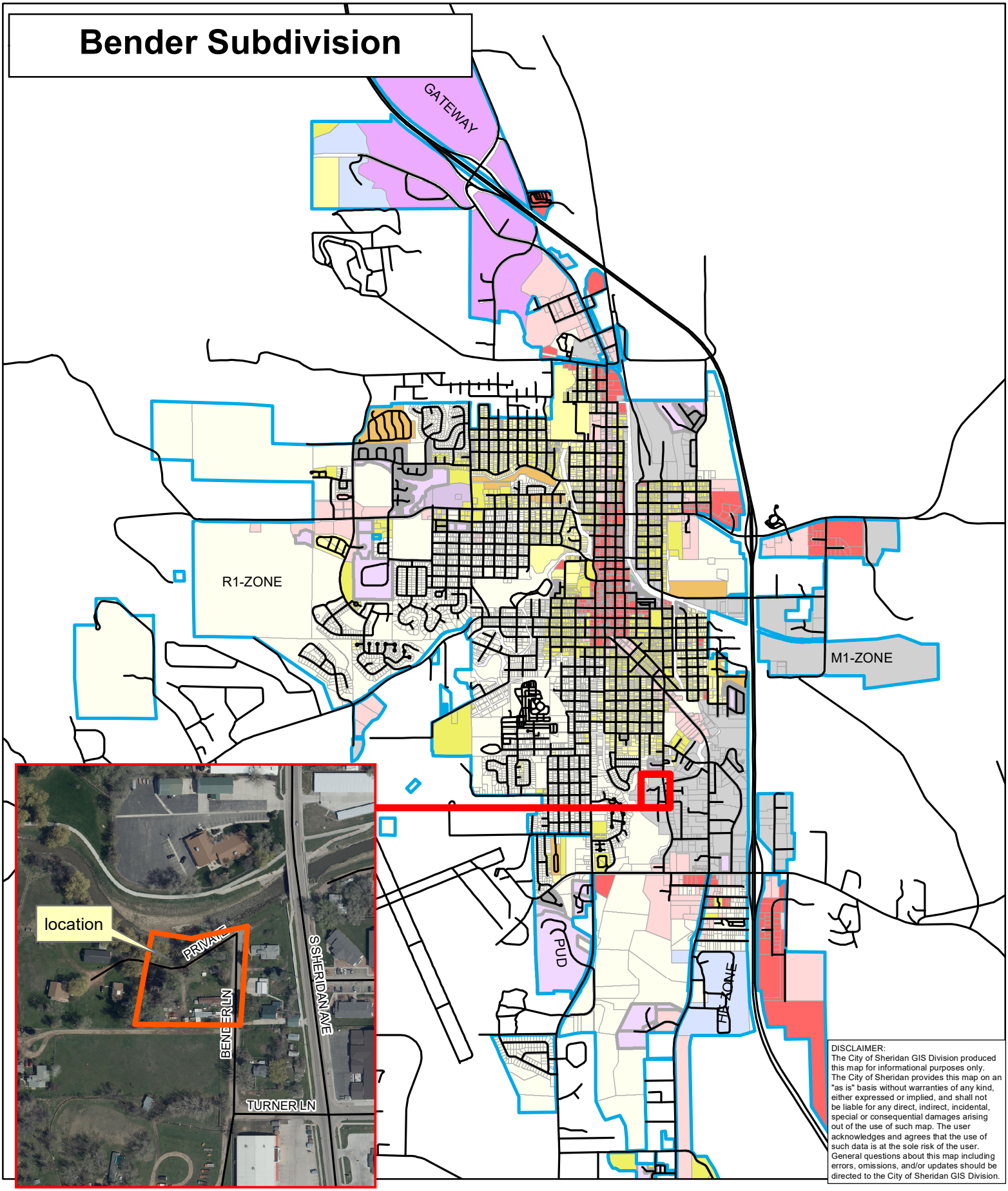
---

**Attachments**

Aerial
Subdivision Plat
Resolution
Quiet Title

Development Agreement
Cost Estimate

# Bender Subdivision




DISCLAIMER:
The City of Sheridan GIS Division produced this map for informational purposes only. The City of Sheridan provides this map on an "as is" basis without warranties of any kind, either expressed or implied, and shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of such map. The user acknowledges and agrees that the use of such data is at the sole risk of the user. General questions about this map including errors, omissions, and/or updates should be directed to the City of Sheridan GIS Division.

CITY OF Sheridan WYOMING

**Legend**

- Roads
- City of Sheridan Boundary
- R1 - Residence District
- R2 - Residence District
- R3 - Residence District
- R4 - Residence District
- B1 - Business District
- B2 - Business District
- M1 - Industrial District
- MA - Medical Arts District
- HE - Higher Education District
- RUCA - Restricted Use Control Area
- PUD - Planned Unit Development
- GATEWAY - Gateway District

N

0 0.25 0.5 1 Miles

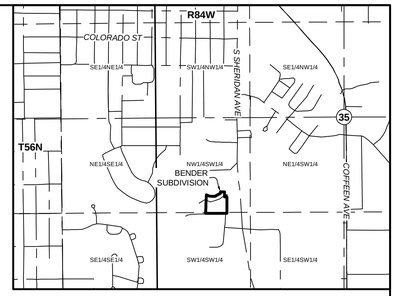
Name: sgoodman

Date: 08/13/2021

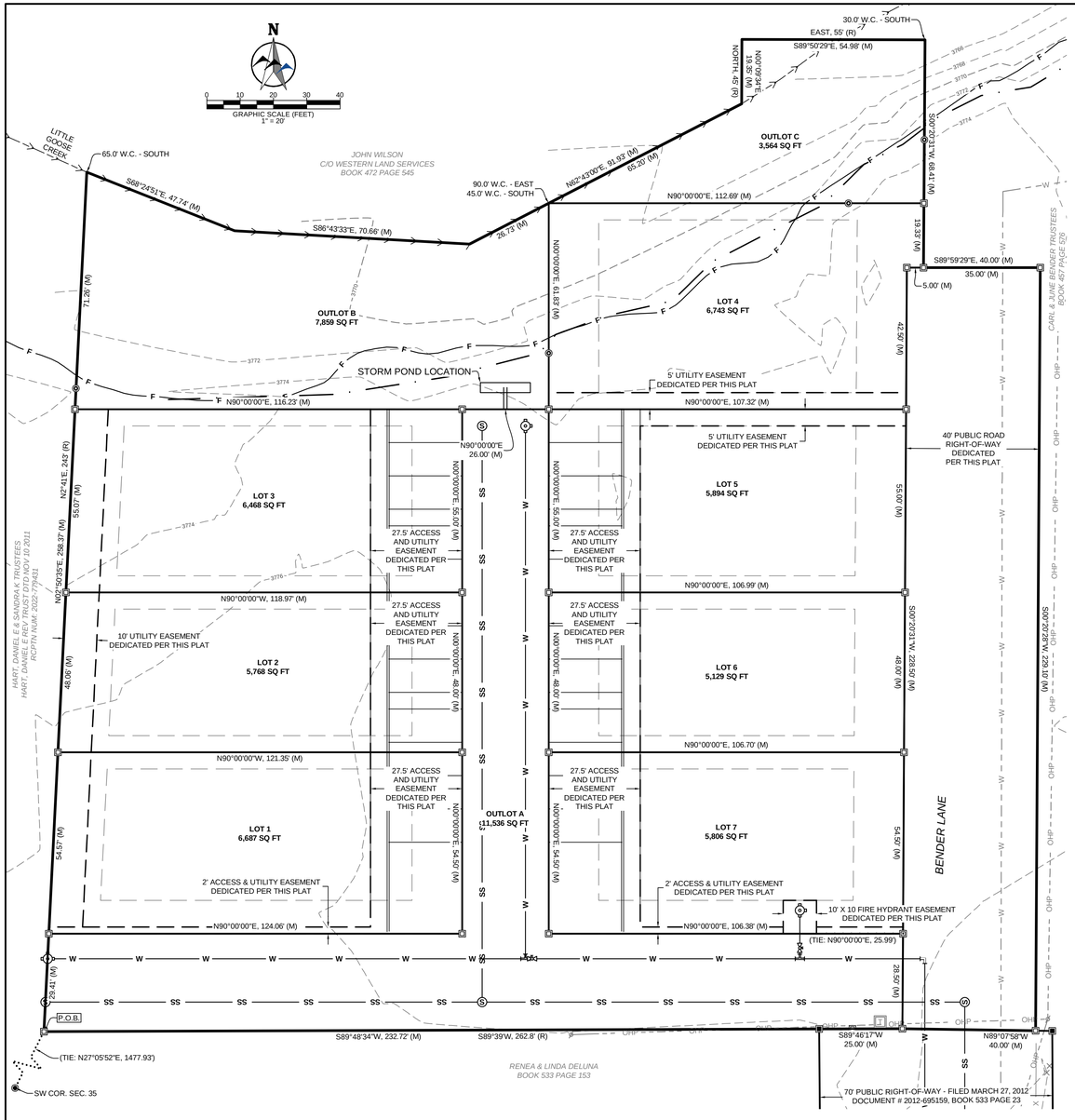
# BENDER SUBDIVISION

## *WITHIN THE NW1/4SW1/4 OF SECTION 35, T56N, R84W, 6TH P.M.*
## *COUNTY OF SHERIDAN, WYOMING*
## *ZONE: R-3*

**PREPARED FOR OWNERS: HARTLAND ENTERPRISES, LLC, SCOTT GERBER, AND AYME ARHENS**
**DATE SURVEYED: MAY 2021**
**PREPARED BY: WWC ENGINEERING**
**DATE OF PREPARATION: JUNE 2022**




**VICINITY MAP**
1"=1000'




## LEGEND

- RECOVERED ALUMINUM CAP
- BRASS CAP
- SET W.C. = WITNESS CORNER
- SET REBAR WITH ALUMINUM CAP PLS #13346
- (M) MEASURED DISTANCE
- (R) RECORD DISTANCE PER CERTIFICATE OF TITLE
- SUBDIVISION BOUNDARY
- LOT LINE
- PROPOSED EASEMENT
- SETBACK BOUNDARY
- APPROXIMATE CREEK CENTERLINE
- F — SPECIAL FLOOD HAZARD AREA NUMBER 56033C0762E PANEL 0762E EFFECTIVE DATE 1/16/2014
- APPROXIMATE LITTLE GOOSE CREEK SOUTH BANK
- W — PROPOSED WATER PIPE
- SS — PROPOSED SANITARY PIPE
- PROPOSED SANITARY MANHOLE
- PROPOSED WATER VALVE
- OHP — EXISTING OVERHEAD POWER
- —W— EXISTING WATER PIPE

**REGULATORY NOTES**

**1.) BUILDING SETBACK ARE AS FOLLOWS**
**-FRONT YARD SETBACK = 15'**
**-REAR YARD SETBACK = 15'**
**-SIDE YARD SETBACK = 5'**

**2.) MAXIMUM BUILDING HEIGHT 35'.**

**3.) PUBLIC OPEN SPACE REQUIREMENTS OF 17% OF SUBDIVISION AREA FOR R-3 RESIDENTIAL DISTRICT IS SHOWN ABOVE. MINIMUM AREA = 10,368 SQ FT, AREA DEDICATED = 11,423 SQ FT. PROPOSED DEVELOPMENT AND MAINTENANCE OF ANY PRIVATE OPEN SPACES WILL BE REGULATED BY A HOA AGREEMENT.**

**4.) ALL ADJACENT PROPERTIES ARE ZONED M-1 INDUSTRIAL DISTRICT.**

**5.) OUTLOT A IS A PRIVATE ROAD THAT GRANTS PUBLIC ACCESS TO PARCELS CONTAINED WITHIN SUBDIVISION AND PARCEL DESCRIBED IN BOOK 470 PAGE 101. OUTLOT A IS ALSO UTILITY AND DRAINAGE EASEMENT AND SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION (HOA).**

**6.) OUTLOTS B & C WILL BE DESIGNATED AS OPEN SPACE AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION (HOA).**

**7.) TOTAL PARKING SPACES = 26, 6 OF WHICH ARE ADA.**

**8.) PREVIOUSLY UNPLATTED LANDS.**

**SURVEYORS NOTES**

1.) TOTAL ACREAGE OF SUBDIVISION = 1.71 ACRES.
TOTAL NUMBER OF LOTS = 11
AREAS OF LOTS = 1.71 ACRES

**LEGAL DESCRIPTION AND PROPERTY OWNERS CERTIFICATE OF DEDICATION**

Know all men by these presents that the undersigned Hartland Enterprises, LLC, Scott Gerber, Ayme Arhens, and Carl R. Bender as trustee of Bender Living Trust Dated October 25, 2004, being the owner, proprietor or parties of interest in the land shown on this plat, do hereby certify:

That the foregoing plat designated as Bender is located in the NW1/4SW1/4 of Section 35, Township 56 North, Range 84 West of the 6th/ Principal Meridian, Sheridan County Wyoming, more particularly described as follows:

A tract of land in the NW1/4SW1/4 of Section 35, Township 56 North, Range 84 West of the 6th/ Principal Meridian, Sheridan County Wyoming, more particularly described as follows:

Beginning at a point which bears N27°05'52"E, 1477.93 feet from the southwest corner of said Section 35;
Thence N02°50'35"E, 258.37 feet; thence S68°24'51"E, 47.74 feet; thence S86°43'33"E, 70.66 feet; thence N62°43'00"E, 91.93 feet; thence N00°09'34"E, 19.35 feet; S89°50'29"W, 54.98 feet; thence S00°20'31"W, 68.41 feet; thence S89°59'29"E, 35.00 feet; thence S00°20'28"W, 229.10 feet; thence N89°07'58"W, 40.00 feet; thence S89°46'17"W, 25.00 feet; thence S89°48'34"E, 232.72 feet to the point of beginning.

Containing 1.71 acres more or less.

That this subdivision, as it is described and as it appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owner(s) and proprietor(s); and that this is a correct plat of the area as it is divided into lots, blocks, streets and easements, and That the undersigned owner(s) of the land shown and described on this plat does (do) hereby dedicate to the City of Sheridan and its licensees for public use for the indicated purposes, all streets, alleys, easements and other public lands within the boundary lines of the plat, as indicated, and not already otherwise dedicated for public use.

Utility easements, as designated on this plat, are hereby dedicated to the City of Sheridan and its licensees for public use for the purpose of installing, repairing, reinstalling, replacing and maintaining sewers, water lines, gas lines, electric lines, telephone lines, cable TV lines and other forms and types of public utilities now or hereafter generally utilized by the public.

Drainage easements, as designated on this plat, are hereby dedicated to the City of Sheridan and its licensees for public use, to accommodate the flow or storage of storm waters and shall be kept free of all structures or other impediments not related to drainage.

**CERTIFICATE OF CITY OF SHERIDAN PLANNING COMMISSION**

Reviewed by this City of Sheridan Planning Commissioners this_____ day of _____ 20____.

Attest:

_____ _____
Vice-Chairman Chairman

**CERTIFICATE OF CITY COUNCIL OF SHERIDAN**

Approved by the City Council of the City of Sheridan, Wyoming, this_____ day of _____, 20____.

Attest:

_____ _____
City Clerk Mayor

**CERTIFICATE OF SHERIDAN COUNTY CLERK**

STATE OF WYOMING )
) SS
COUNTY OF SHERIDAN)

This plat was filed for record in the Office of the Clerk and Recorder at _____ o'clock this _____ day of _____, 20____, and is duly recorded in Book _____, Page No. _____ (or as Plat No. _____)

_____
County Clerk

**HOMESTEAD EXEMPTION**
All rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released.

Executed this _____ day of _____, 20_____.

by _____.

**CERTIFICATE OF SURVEYOR**

I, Paul A. Heintz, 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 Bender Subdivision, as laid out, platted, dedicated and shown hereon, that this plat was made from an 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.

_____ No. _____
Land Surveyor

STATE OF WYOMING )
) SS
COUNTY OF NATRONA )

The foregoing instrument was acknowledged before me on this _____ day of _____, 20_____.
by _____.

Witness my hand and official seal.

_____
Notary Public

My commission expires:_____

Executed this _____ day of _____, 20_____, by:

_____
Hartland Enterprises, LLC, Owner

STATE OF WYOMING )
) SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me on this _____ day of _____, 20_____, by _____.
Witness my hand and official seal.

My commission expires: _____ _____
Notary Public

Executed this _____ day of _____, 20_____, by:

_____
Scott Gerber, Owner

STATE OF WYOMING )
) SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me on this _____ day of _____, 20_____, by _____.
Witness my hand and official seal.

My commission expires: _____ _____
Notary Public

Executed this _____ day of _____, 20_____, by:

_____
Ayme Arhens, Owner

STATE OF WYOMING )
) SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me on this _____ day of _____, 20_____, by _____.
Witness my hand and official seal.

My commission expires: _____ _____
Notary Public

Executed this _____ day of _____, 20_____, by:

_____
Daniel E. Hart and Sandra K. Hart, Trustees of the Daniel E. Hart Revocable Trust dated November 10, 2001

STATE OF WYOMING )
) SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me on this _____ day of _____, 20_____, by _____.
Witness my hand and official seal.

My commission expires: _____ _____
Notary Public

Executed this _____ day of _____, 20_____, by:

_____
Carl R. Bender as trustee of Bender Living Trust Dated October 25, 2004

STATE OF WYOMING )
) SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me on this _____ day of _____, 20_____, by _____.
Witness my hand and official seal.

My commission expires: _____ _____
Notary Public

**BASIS OF BEARING**
WYOMING STATE PLANE COORDINATE SYSTEM
EAST CENTRAL ZONE
DISTANCES ARE U.S. SURVEY FEET, GRID

**VERTICAL DATUM**
NAVD88 GEOID 18

## BENDER SUBDIVISION

PREPARED FOR:

**HARTLAND ENTERPRISES, LLC**
**PO BOX 95**
**UPTON, WY 82730**

**SCOTT GERBER AND AYME ARHENS**
**820 SOUTH THURMOND ST**
**SHERIDAN, WY 82801**

PREPARED BY:

WWC ENGINEERING

**1849 TERRA AVENUE**
**SHERIDAN, WY 82801**

**(307) 672-0761**
**www.wwcengineering.com**

| NO. | REVISION | BY | DATE |
|---|---|---|---|
| | | | |

**DESIGNED BY:**____
**DRAWN BY:** *CIG*
**CHECKED BY:** *JPC*
**DATE:** *8/4/2022*

**SHEET**
**1 of 1**

**CITY OF SHERIDAN**
**RESOLUTION 46-22**

A RESOLUTION approving PL-22-31, the final plat of the Bender Subdivision, dividing ± 1.71 acres into 7 lots and 3 outlots. The property is Zoned R-3, located at 1700 Bender Lane (PIN 56843530001933).

**WHEREAS**, the final plat of the Bender 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).

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

That the final plat of the Bender Subdivision, dividing ± 1.71 acres into 7 lots and 3 outlots, on the property located at 1700 Bender Lane (PIN 56843530001933).

Is hereby approved by vote of the City of Sheridan's City Council. In approving the Bender 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 3rd day of October 2022.

_____
Richard Bridger, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

CERTIFIED COPY

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
WITHIN AND FOR THE COUNTY OF SHERIDAN, STATE OF WYOMING

| | | |
|---|---|---|
| CITY OF SHERIDAN,<br><br>and<br><br>CARL R. BENDER AND JUNE E. BENDER, TRUSTEES UNDER THE CARL R. BENDER AND JUNE E. BENDER TRUST AGREEMENT, DATED OCTOBER 25, 2004,<br><br>Plaintiffs,<br><br>-vs-<br><br>THE HEIRS AND DEVISEES OF JAMES P. ROBINSON, and any person who may claim a competing interest in the subject property located in Sheridan County, Wyoming,<br><br>Defendants. | ) | Civil No. CV-2022-70<br><br>No.<br>District Court Sheridan County Wyoming<br>AUG 15 2022<br>Rene Botten Clerk<br>/s/ Amy Frederick Deputy |

**DECREE QUIETING TITLE**

The above-captioned matter initiated by the Complaint of Plaintiffs', and coming before the Court at 11:00 a.m. MDT on August 15, 2022, on Plaintiffs' Request for Default Judgment Hearing. Plaintiffs appeared by and through their counsel, Davis & Cannon, LLP. Defendants, having been served with process as required by law, failed to appear or notify the Court, and having failed to plead or otherwise answer herein within the time required, and default of Defendants having been entered, and the Court having reviewed the pleadings and being fully advised in the premises finds:

1. Generally in favor of Plaintiffs and against Defendants and each of them.

2. That Plaintiffs are, and were at the time of filing of this action, in possession of and entitled to the sole and exclusive possession of the Subject Property as described below.

3. That no other person has claimed an interest in, or claimed to be entitled to



2022-780916 8/18/2022 3:23 PM PAGE: 1 OF 3
FEES: $18.00 PK DECREE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

possession of the Subject Property.

4. That Defendants, and if any of the Defendants are deceased, their unknown heirs, devisees, legatees, successors and assigns, and all persons other than the Plaintiffs, have no right, title, interest, claim or estate in the Subject Property or in any part thereof, and that title to all of the property hereinafter described be forever quieted in Plaintiffs Carl R. Bender and June E. Bender, Trustees under the Carl R. Bender and June E. Bender Trust Agreement, dated October 25, 2004, and City of Sheridan.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff, Carl R. Bender and June E. Bender, Trustees under the Carl R. Bender and June E. Bender Trust Agreement, dated October 25, 2004, at the time of the commencement of this action was, and now is, in actual possession and ownership of that strip of land consisting of +/- 8,897.88 square feet located in Sheridan County, Wyoming, and more specifically described as follows:

> A 30 foot wide strip of land located in the NW1/4SW1/4 of Section 35, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, being more particularly described by metes and bounds as follows:
>
> Commencing at a point in the south line of said NW1/4SW1/4 that is the southeast corner of the Parcel described in Instrument No. 2021-767880 as recorded in the Office of Sheridan County Clerk and a point from which the northwest corner of said NW1/4SW1/4 bears N35°41'02"W, 1639.41 feet; thence along the south line of said NW1/4SW1/4, N89°48'34"E, 30.00 feet to the Point of Beginning; thence continuing along the south line of said NW1/4SW1/4, N89°48'34"E, 30.00 feet; thence along a line parallel with the east line of said Parcel, N0°20'31"E, 296.55 feet, more or less, to the intersection of the easterly extension of the north line of said Parcel; thence along the easterly extension of the north line of said Parcel, N89°50'29"W, 30.00 feet; thence along a line parallel with the east line of said Parcel, S0°20'31"W, 296.59 feet to the Point of Beginning and containing 8897.88 square feet, more or less.

IT IS THEREFORE FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff, City of Sheridan, at the time of the commencement of this action was, and now is, in actual possession an ownership of that strip of land consisting of +/- 8,901.89 square feet located

in Sheridan County, Wyoming, and more specifically described as follows:

> A 30 foot wide strip of land located in the NW1/4SW1/4 of Section 35, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, being more particularly described by metes and bounds as follows:
>
> Beginning at a point in the south line of said NW1/4SW1/4 that is the southeast corner of the Parcel described in Instrument No. 2021-767880 as recorded in the Office of Sheridan County Clerk and a point from which the northwest corner of said NW1/4SW1/4 bears N35°41'02"W, 1639.41 feet; thence along the south line of said NW1/4SW1/4, N89°48'34"E, 30.00 feet; thence along a line parallel with the east line of said Parcel, N0°20'31"E, 296.55 feet, more or less, to the intersection of the easterly extension of the north line of said Parcel; thence along the easterly extension of the north line of said Parcel; thence along the easterly extension of the north line of said Parcel, N89°50'29"W, 30.00 feet, more or less, to the northeast corner of said Parcel; thence along the east line of said Parcel, S0°20'31"W, 296.91 feet to the Point of Beginning and containing 8901.89 square feet, more or less.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that none of the Defendants, and if any of the Defendants are deceased, their unknown heirs, devisees, legatees, successors, and assigns, nor any other person other than Plaintiffs, have any right, title, interest, claim or estate whatever in or to the Subject Property, described above, or any part thereof, and that all such persons are hereby restrained and enjoined from asserting any right, title, interest, claim, or estate in the Subject Property or any part thereof, and that title and fee simple absolute to the Subject Property is hereby quieted in the Plaintiffs.

DATED this 15th day of August, 2022.

Bobbi Overfield
DISTRICT COURT JUDGE

*With copy to:*
Davis & Cannon, LLP

Certificate of Clerk of the District Court. The above is a true and correct copy of the original instrument which is on file or of record in this court.

Done this 16 day of August 20 22

Rene Botten
.....Clerk

/s/ Amy Frederick
By.....Deputy

**Development Agreement for**
**Bender Subdivision**

This agreement is made and entered into as of this _____day of _____, 2022, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and ***Hartland Enterprises, LLC*** hereinafter known as the "Developer." The City and Developer for their mutual benefit and consideration agree to the terms and conditions as listed herein for the development of the Bender Subdivision:

Section 1. GENERAL CONDITIONS

A. The terms of this agreement shall be binding on all heirs, successors, and assigns of the Developer.

B. The development of the Bender Subdivision, is subject to the requirements in Appendix B (Subdivisions) of the Sheridan City Code, as well as adopted City of Sheridan Standards for Street and Utility Construction.

C. Public improvements provided by the Developer for the Bender Subdivision shall consist of the following as per plans and specifications approved by the City Engineer:

- See Attached Cost Estimates

D. The Developer shall provide financial assurances for public improvements pursuant to and in conformance with Sheridan City Code, Appendix B., Sections 701 and 702, including 10% contingency fee. Financial assurances shall cover the following costs established by the awarded bid amounts provided totaling $960,724.68:

- See Attached Cost Estimates

The financial assurances shall have appropriate amounts released upon verification by the City Engineer of completion of each portion of infrastructure or phase of development.

E. Developer shall provide test results, inspection reports and suitable Mylar as-built drawings, certified by a registered professional engineer, verifying satisfactory completion for roadway improvements and water and sewer utilities for the Bender Subdivision water and sewer utilities shall be approved and accepted by City prior to issuance of further building permits for the Bender Subdivision. Acceptance of sewer utilities will include video inspection by City personnel. Verification for services of franchise utilities must be provided upon signing of this agreement.

F. Placement of ancillary utilities and services in platted easements, including but not limited to: cable television, gas, electricity, and telephone service, will be coordinated with the installation of water and sewer service lines and sidewalks to avoid interference with, or damage to, any service or utility properly installed in a platted easement. The Developer shall be responsible for repairs to any City utilities for which lack of coordination led to damage.

G. Sidewalks will be installed by the Developer along the west side of Bender Lane and attached along the north side of Turner Lane prior to the issuance of a Certificate of Occupancy.

H. Any pedestrian pathway or sidewalk disturbed by building construction or installation of utilities for the Bender Subdivision shall be restored by the Developer to at least its condition prior to the damage caused by the building construction or installation of utilities for the Bender Subdivision.

I. Building permits will be issued as per the requirements of the Building Department and Appendix B, Section 707 of Sheridan City Code.

J. All efforts should be made for connectivity to adjacent properties.

Section 2. COMPLIANCE WITH TERMS AND CONDITIONS

The Developer agrees to comply with the terms of this Agreement, including all deadlines, contained in Section 1. Should the Developer fail to comply with any of the conditions in Section 1 of this Agreement, the City will send a letter to the Developer listing the conditions for which the Bender Subdivision, is not compliant. The City reserves the right to withhold any future development approvals for the Bender Subdivision, and pursue any other enforcement means available under Sheridan City Code and state statute, if the Developer does not propose appropriate remedies which are reasonably acceptable to the City to eliminate the non-compliance(s) within Three (3) weeks of the date of the letter of non-compliance.

Section 3. EFFECTIVE DATE

This Agreement shall be effective upon the date listed in the first paragraph on page 1.

Section 4. TERMINATION

This Agreement may be amended, revised, or terminated only by the mutual consent of both parties.

Section 5. SEVERABILITY

If any provision or portion of this agreement is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this agreement shall remain in full force and effect.

Section 6. 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.

IN WITNESS WHEREOF, the parties execute this agreement as of the date set forth above.

For the City of Sheridan:

_____
Richard Bridger
Mayor

For the Developer:

_____
Hartland Enterprises, LLC
By: (Authorized Agent)

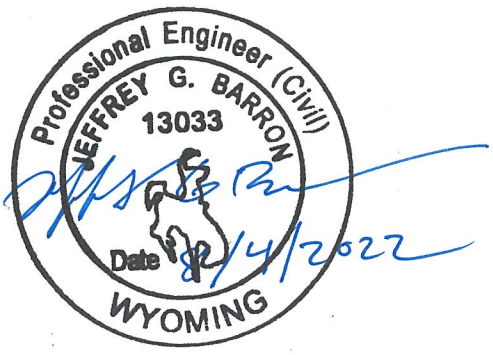
Attest:

_____
City Clerk

The above and foregoing Agreement was
Subscribed, Sworn to, and Acknowledged
before me by _____ this_____ day of
_____, 2022.
My commission expires_____

_____
Notary Public

| Item | Unit | Quantity | Estimate | Total Price |
|---|---|---|---|---|
| CONNECT TO EXISTING WATERLINE | EA | 1 | $ 2,500.00 | $ 2,500.00 |
| CONNECT OT EXISTING SEWERLINE | EA | 1 | $ 1,500.00 | $ 1,500.00 |
| CONNECT TO EXISTING MANHOLE | EA | 1 | $ 1,500.00 | $ 1,500.00 |
| 8" PVC WATER MAIN | LF | 665 | $ 60.00 | $ 39,900.00 |
| 8" PVC SEWER MAIN | LF | 700 | $ 75.00 | $ 52,500.00 |
| 8" x 90° ELBOW | EA | 1 | $ 800.00 | $ 800.00 |
| 8" x 6" REDUCING TEE | EA | 1 | $ 900.00 | $ 900.00 |
| 8" Gate Valve | EA | 2 | $ 2,500.00 | $ 5,000.00 |
| 8" TEE | EA | 2 | $ 800.00 | $ 1,600.00 |
| 6" GATE VALVE | EA | 1 | $ 1,750.00 | $ 1,750.00 |
| 6" PVC WATER MAIN | LF | 11 | $ 55.00 | $ 618.20 |
| MANHOLE | EA | 4 | $ 5,000.00 | $ 20,000.00 |
| ADDITIONAL SANITARY SEWER MANHOLE DEPTH | LF | 30 | $ 500.00 | $ 14,750.00 |
| FLUSHING HYDRANT AND ASSEMBLY | EA | 2 | $ 15,000.00 | $ 30,000.00 |
| FIRE HYDRANT ASSEMBLY | EA | 1 | $ 6,500.00 | $ 6,500.00 |
| CURB AND GUTTER - TYPE B | LF | 1424 | $ 35.00 | $ 49,828.10 |
| SIDEWALK - 4" | SF | 3674 | $ 9.00 | $ 33,064.74 |
| CRUSHED AGGREGATE BASE COURSE - 8" | SY | 3336 | $ 16.00 | $ 53,375.20 |
| ASPHALT SURFACING - 4" | SY | 2818 | $ 50.00 | $ 140,882.78 |
| DRIVEWAY APPROACHES | SF | 1166 | $ 15.00 | $ 17,490.00 |
| DOUBLE GUTTER - 8" | SF | 1596 | $ 15.00 | $ 23,940.00 |
| ASPHALT MILL - 4" | SY | 554 | $ 15.00 | $ 8,310.73 |
| TYPE 1 PIPE BEDDING | CY | 70 | $ 30.00 | $ 2,095.30 |
| IMPORTED PIPE FOUNDATION MATERIAL | CY | 121 | $ 50.00 | $ 6,066.67 |
| IMPORTED TRENCH BACKFILL MATERIAL | CY | 6067 | $ 50.00 | $ 303,333.33 |
| EXCAVATION BELOW SUBGRADE | CY | 538 | $ 25.00 | $ 13,458.33 |
| UNCLASSIFIED EXCAVATION ABOVE SUBGRADE | CY | 236 | $ 35.00 | $ 8,260.00 |
| SUBGRADE PREPARATION - 12" | SY | 5383 | $ 12.00 | $ 64,600.00 |
| CLEARING AND GRUBBING | AC | 1.5 | $ 5,625.00 | $ 8,606.25 |
| TOPSOIL REMOVIAL AND STOCK PILING | SY | 7405 | $ 3.00 | $ 22,215.60 |
| HYDROSEEDING | SY | 1762 | $ 2.00 | $ 3,524.44 |
| SIGN | EA | 12 | $ 750.00 | $ 9,000.00 |
| PAINT MARKING | LF | 350 | $ 0.50 | $ 175.00 |
| CONCRETE CHANNEL | LS | 1 | $ 5,000.00 | $ 5,000.00 |
| CURB RETURN FILLET | SF | 640 | $ 12.00 | $ 7,680.00 |
| | | | **TOTAL** | **$ 960,724.68** |



# CITY OF SHERIDAN, WYOMING

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


***Planning***

## MEMORANDUM

| | |
|---|---|
| Project Name: | Discussion of PL-22-25, Resolution 48-22, McDougall Minor Subdivision - Community Development Director Wade Sanner |
| From: | Wade Sanner, Community Development Director |
| To: | Mayor and Council |
| CC: | |
| Date: | 10/17/2022 |

**Recommendation:**

Discussion of PL-22-25, Resolution 48-22, McDougall Minor Subdivision. The applicants, Walter and Tammy McDougall, are requesting to subdivide 0.87 acres (37,897 square feet) into 2 lots, zoned Urban Residential. Located at 1555 West 17th Street (PIN 56842110100320).

**Background:**

The applicants, Walter and Tammy McDougall, are requesting a joint County / City subdivision, a request to subdivide 0.87 acres (37,897 square feet) of unplatted land into 2 lots on the property located at 1555 West 17th Street (PIN 56842110100320). The property is zoned Urban Residential (UR) in the County. The property is located at the east terminus of 17th Street, surrounded by large lot single-family homes.

The applicant is proposing to divide the existing lot into the following two lots:

| Lot # | Sq. Ft. | Acres |
|---|---|---|
| **1** | 30,805 | 0.71 |
| **2** | 7,163 | 0.16 |

According to the Sheridan County Accessor, the following structures exist on the property: a 932 square foot preformed metal home built in 1936, and a 728 square foot stick frame home built in 1933, with a 1,500 square foot pole shed built in 2005. The two homes are located at the southern portion of the property, with access onto 17th Street.

A sewer main runs east to west across the middle portion of the property and the sewer lines for both homes connect to this main in the middle of the property. Access to the homes is from 17th Street to the south. Access to the shed in the northwest is via an unimproved drive on access by 17th Street to the southeast. The proposed subdivision will portion off each home onto their own separate lot.

EASEMENTS

The applicant is proposing to place the sewer lines in two 20-foot sewer line and utility easements. The applicant is also proposing a 15-foot utility easement that runs along the southern portion of Lot 2. The applicant is also proposing a 5-foot underground irrigation easement along the western portion of Lot 1.

NOTICES

The property lies outside the Sheridan City limits but within the one-mile requirement for City review. Three

nearest neighbor letters were sent to property owners within a 300-foot radius. The staff have received no inquiries or comments on this application.

**Discussion:**

Staff offers the following comments on final plat required findings:

- The City shall not certify any proposed county 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.

Per the Sheridan City Municipal Code, Appendix B, Section 111, Joint Approval Subdivision: Any subdivision involving land outside the City limits, but within one mile of the corporate boundary requiring certification by both the City Council and County Commissioners. The City shall not certify any proposed county 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. The property is not contiguous, thus a pre-annexation agreement is attached.

This property falls completely within one mile of the city limits.

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

The proposed subdivision conforms to the City of Sheridan Zoning Ordinance.

- 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 proposed subdivision is outside the Airport Influence Area.

- No county subdivision shall be certified within 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 the 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 property has adequate water supply, and is connected to SAWS water.

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

- The City shall not certify any proposed county 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.
- The City shall not certify any proposed county 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.
- Every plat shall conform to the Zoning Ordinance currently adopted at the time of final plat approval.
- 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.

No subdivision shall be certified within 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 the 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.

---

**Attachments**

Resolution

Pre-Annexation Agreement

Subdivision Plat

Easement

**CITY OF SHERIDAN**
**RESOLUTION 48-22**

A RESOLUTION certifying PL-22-25, is in accordance with the Sheridan Joint Planning Area Land Use Plan Appendix adopted in 2017, and the Memorandum of Understanding between Sheridan County and the City of Sheridan regarding extra-territorial jurisdiction within one mile of the contiguous corporate limits dated December 04, 2007.

**WHEREAS**, Sheridan County has jurisdiction and final approval of the proposed McDougall Minor Subdivision; and

**WHEREAS**, the final plat of the McDougall Minor 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); and

**WHEREAS**, the McDougall Minor Subdivision is a joint City-County subdivision due to its location within 1 mile of City limits requiring City Council approval; and

**WHEREAS**, the Sheridan County Planning and Zoning Commission recommended the approval of the proposed final plat; and

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

This RESOLUTION finds the review of the final plat of McDougall Minor Subdivision, a joint City-County subdivision, subdividing 0.87 acres into 2 lots, located at 1555 West 17th Street to be complete.

In approving McDougall Minor Subdivision, the City Council finds the following as required by Sheridan City Code Appendix B §202:

A. The plat, while outside the City limits, is accompanied by a signed pre-annexation agreement.
B. The lots as platted conform to the requirements of the City Zoning Ordinance.
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, CERTIFIED, AND ADOPTED this the 3rd day of October 2022.

_____
Richard Bridger, Mayor

Attest:

_____
Cecilia Good, City Clerk

State of Wyoming )
)SS
County of Sheridan )

Subscribed and sworn to (or affirmed) before me this _____day of _____, 2022 by _____.
_____ Notary Public
My commission expires _____.

# PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT, made this _____ day of September, 2022, by Walter S. McDougall and Tammy McDougall the land owners, or their successors in ownership to the lands affected hereby (referred to as LANDOWNER) and the City of Sheridan, Wyoming, a municipal corporation (referred to as CITY).

*WHEREAS*, the LANDOWNER is the record owner of a certain tract of land, described as follows: See ***Exhibit A***, attached hereto, and this tract of land, or any smaller part or parcel which may be conveyed as a separate tract, whether or not subdivided, shall hereinafter be referred to as the LAND; and

*WHEREAS*, for the purposes of this agreement, the term "contiguous" and "contiguous to the rest of the City" shall mean real property in which the City incorporated limits extend or surround 75% of the real property; and

*WHEREAS*, the parties recognize that the LAND is unique as it is surrounded by County Residential-zoned and Agricultural-zoned lands used for agriculture and standard policy goals and requirements of the City regarding pre-annexation agreements are not in the best interest of the CITY or LANDOWNER; and

*WHEREAS*, the LAND will receive no CITY services at the time of this Agreement nor are any municipal services anticipated to be available to the LAND at any time in the foreseeable future; and

*WHEREAS*, City of Sheridan Code, Appendix B, Section 202.B requires that 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.

NOW, THEREFORE, the parties above named have decided to set forth all of their agreements concerning the annexation of the property as follow:

1. The parties acknowledge that the LAND is currently not contiguous to the City limits of the CITY but may, at some future date, be within the growth area of the CITY. The LANDOWNER agrees not to contest future annexation proceedings, if the LAND becomes contiguous to the CITY's corporate boundaries and municipal water, sewer and other City-services become available for connection to and within 400 feet of the LAND.
2. If future annexation proceedings are implemented, LANDOWNER will take all remaining actions necessary at the time, at the direction of the CITY, to comply with State annexation law and to complete the annexation of the LAND into the CITY. To the extent the LAND is included in them, the LANDOWNER shall adhere to the **City Comprehensive Plan**, appropriate restrictions pertaining thereto, and the **2001 City of Sheridan Traffic Study,** and all amendments thereto. A notice of this Agreement shall be recorded and noting that the parcel "shall annex to the CITY without protest, at the discretion and direction of the Sheridan City Council upon becoming contiguous to the City limits and City water and sewer being made available to the LAND". The commitment to annex shall be recorded against the LAND a covenant running with the property known as the LAND, enforceable by the CITY.
3. Upon annexation to the CITY and upon City services being within 400 feet of the LAND, the CITY shall provide municipal services, including but not limited to water and sewer services, on the same level as provided to other areas of the CITY, according to state statutes and local ordinances. The CITY shall not be responsible for the installation of water and sewer lines or connection lines within the LAND. LANDOWNERS shall be responsible for all installation costs of municipal utilities, up to a maximum of 400 feet from the LAND, per City of Sheridan Ordinance and recapture agreements.
4. LANDOWNER agrees to sign any petition(s) or any other document(s) reasonably required to comply with State annexation law as they may be required by the CITY to facilitate the annexation. LANDOWNER further waives any irregularities in the annexation process which would permit it to protest the said annexation. The parties acknowledge that the CITY may choose not to complete the annexation of

LANDOWNER's LAND until additional logical and adjacent properties may be annexed simultaneously. The LANDOWNER specifically agrees and acknowledges that the timing of the annexation is within the sole discretion of the CITY, and the CITY may initiate the annexation of the LAND described above at any time after the LAND qualifies for annexation and municipal services are available.

5. The term "LANDOWNER" shall refer to Walter S. McDougall and Tammy McDougall only for so long as they are the record owners of any lot within the LAND being subdivided at the time of this Agreement, and shall refer to only to its successor record owners of any and all lots conveyed after the date hereof and not to Walter S. McDougall and Tammy McDougall.

6. This AGREEMENT shall be governed by the laws of the State of Wyoming. The District Court of the Fourth Judicial District in Sheridan County, Wyoming, shall have venue and jurisdiction exclusively for any action in law or equity which may be instituted to enforce the terms of this AGREEMENT.

7. If any legal action is instituted to resolve a dispute over any of the terms of this AGREEMENT, the unsuccessful party shall pay the successful party's reasonable attorneys' fees and all costs of the action including court costs, expert witness fees and all other actual expenses incurred in the prosecution of the action.

8. If any section, clause, or portion of this AGREEMENT is for any reason held invalid or unconstitutional by any Court or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of any remaining portions hereof that remain lawful.

DATED this _____ day of September, 2022.

**CITY OF SHERIDAN:** **LANDOWNER:**

_____ _____

Richard Bridger, Mayor Walter and Tammy McDougall

*ATTEST:*

_____

Cecilia Good, City Clerk

STATE OF WYOMING )
)ss.
COUNTY OF SHERIDAN )

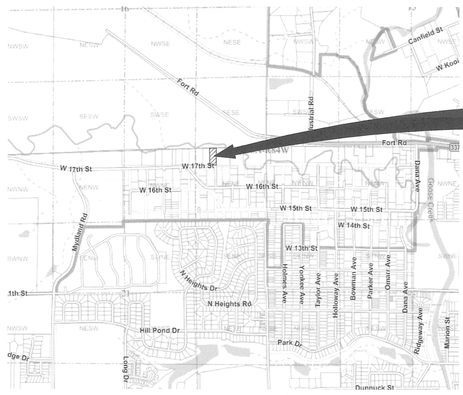
On September_____, 2022, personally appeared before me.

_____
Notary Public
My Commission Expires:

STATE OF WYOMING )
)ss.
COUNTY OF SHERIDAN )

On September, _____, 2022, personally appeared before me Richard Bridger, Septemberor of the City of Sheridan, Wyoming.

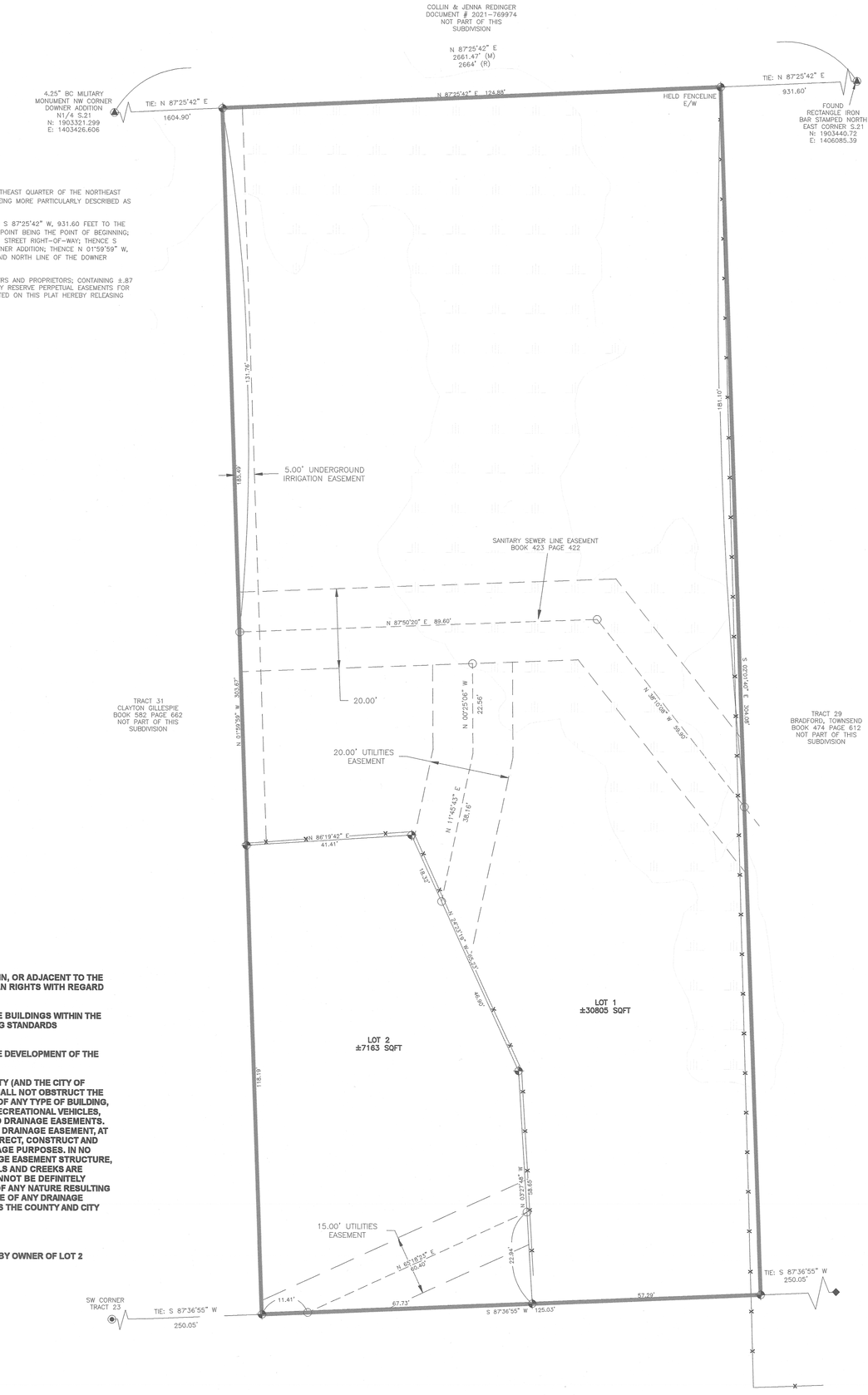
_____
Notary Public
My Commission Expires:




LOCATION MAP
N.T.S

# FINAL PLAT OF
# MCDOUGALL MINOR SUBDIVISION

A SUBDIVISION OF TRACT 30 DOWNER ADDITION TO THE TOWN NOW THE CITY OF SHERIDAN,
LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF (NE¼NE¼), SECTION 21,
T56N, R84W, 6TH P.M., SHERIDAN COUNTY, WYOMING
TOTAL AREA: ±.37968 SQUARE FEET (.87 ACRES)
NUMBER OF LOTS: 2




## DEDICATION

THE ABOVE OR FOREGOING SUBDIVISION OF TRACT 30 DOWNER ADDITION TO THE TOWN OF SHERIDAN, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE¼NE¼), SECTION 21, TOWNSHIP 55 NORTH, RANGE 84 WEST, 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE DOWNER ADDITION S 87°25'42" W, 931.60 FEET TO THE NORTH WEST CORNER OF TRACT 29 SAID DOWNER ADDITION TO THE TOWN OF SHERIDAN (NOW THE COUNTY OF SHERIDAN) SAID POINT BEING THE POINT OF BEGINNING; THENCE S 02°01'40" E, 304.08 FEET ALONG THE WEST LINE OF SAID TRACT 29 DOWNER ADDITION TO THE NORTH LINE OF 17TH STREET RIGHT-OF-WAY; THENCE S 87°36'55" W, 125.03 FEET ALONG SAID NORTH LINE OF 17TH STREET RIGHT-OF-WAY TO THE EAST LINE OF TRACT 31 SAID DOWNER ADDITION; THENCE N 01°59'59" W, 303.67 FEET ALONG SAID EAST LINE TO SAID NORTH LINE OF DOWNER ADDITION; THENCE N 87°25'42" E, 124.88 FEET ALONG SAID NORTH LINE OF THE DOWNER ADDITION TO THE POINT OF BEGINNING, SUBJECT SUBDIVISION CONTAINING ±.87 ACRES

AS APPEARS ON THIS PLAT, IS WITH FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDER-SIGNED OWNERS AND PROPRIETORS; CONTAINING ±.87 ACRES, MORE OR LESS; HAVE BY THESE PRESENT LAID OUT, AND SURVEYED AS MCDOUGALL MINOR SUBDIVISION, AND DO HEREBY RESERVE PERPETUAL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND FOR IRRIGATION AND DRAINAGE FACILITIES AS ARE LAID OUT AND DESIGNATED ON THIS PLAT HEREBY RELEASING AND WAIVING ALL HOMESTEAD RIGHTS.

EXECUTED THIS _____ DAY OF _____, 2022.

_____
WALTER SCOTT MCDOUGALL (OWNER)

STATE OF WYOMING }
}:SS
COUNTY OF SHERIDAN }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ FOR _____ THIS _____ DAY OF _____, 2022.
WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES: _____.

_____
NOTARY PUBLIC

_____
TAMMY MCDOUGALL (OWNER)

STATE OF WYOMING }
}:SS
COUNTY OF SHERIDAN }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ FOR _____ THIS _____ DAY OF _____, 2022.
WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES: _____.

_____
NOTARY PUBLIC

THE UNDERSIGNED FIRST FEDERAL BANK SAVINGS BANK, HEREINAFTER MORTGAGEE, HOLDS A MORTGAGE IN AND TO THE PROPERTY EMBRACED BY THIS SUBDIVISION PLAT, WHICH MORTGAGE WAS FILED WITH THE CLERK OF SHERIDAN COUNTY AND EX-OFFICIO RECORDER OF DEEDS BOOK 890, PAGE 453. MORTGAGEE, BY SIGNATURE ON THIS PLAT, CONSENTS TO THE DEDICATIONS MADE HEREIN AND SPECIFICALLY RELEASES ALL STREETS, ALLEYS, PARKS, EASEMENTS, OPEN SPACES AND OTHER AREAS DEDICATED FOR PUBLIC USE, AS LISTED AND DESCRIBED ON THIS PLAT, FROM THE AFOREMENTIONED MORTGAGE.

_____
FIRST FEDERAL SAVINGS BANK

STATE OF WYOMING }
}:SS
COUNTY OF SHERIDAN }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ FOR _____ THIS _____ DAY OF _____, 2022.
WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES: _____.

_____
NOTARY PUBLIC

## NOTES

**1. NO PUBLIC MAINTENANCE OF STREETS, ROADS OR STORMWATER STRUCTURES.**

**2. ANY PURCHASER DOES NOT HAVE THE RIGHT TO THE NATURAL FLOW OF ANY STREAM WITHIN, OR ADJACENT TO THE SUBDIVISION, SINCE WYOMING WATER ADMINISTRATION LAWS DO NOT RECOGNIZE ANY RIPARIAN RIGHTS WITH REGARD TO NATURAL FLOW FOR PERSONS LIVING ON THE BANK OF ANY STREAM OR RIVER.**

**3. ALL NEW CONSTRUCTION, REMODELING, ADDITIONS OR REPAIRS TO ANY PUBLIC OR PRIVATE BUILDINGS WITHIN THE SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SHERIDAN COUNTY BUILDING STANDARDS REGULATIONS AND BUILDING PERMITS AND INSPECTIONS ARE REQUIRED.**

**4. THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.**

**5. ALL DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO SHERIDAN COUNTY (AND THE CITY OF SHERIDAN IF ANNEXED) FOREVER FOR DRAINAGE AND FLOODWAY PURPOSES. THE OWNERS SHALL NOT OBSTRUCT THE NATURAL FLOW OF STREAMS OR POTENTIAL STORM WATER RUN-OFF BY THE CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE, OR ANY OTHER STRUCTURE; NOR STORAGE PLACEMENT, OR PARKING OF VEHICLES, RECREATIONAL VEHICLES, TRAILERS, BUILDING MATERIALS, YARD WASTE, SCRAP OR OTHER SALVAGE ITEMS WITHIN SAID DRAINAGE EASEMENTS. THE COUNTY (OR CITY IF ANNEXED) SHALL AT ALL TIMES HAVE THE RIGHT TO ENTER UPON THE DRAINAGE EASEMENT, AT ANY POINT OR POINTS WITH ALL RIGHTS OF INGRESS AND EGRESS TO INVESTIGATE, SURVEY, ERECT, CONSTRUCT AND MAINTAIN ANY FACILITY DEEMED NECESSARY BY THE COUNTY OR CITY IF ANNEXED FOR DRAINAGE PURPOSES. IN NO EVENT SHALL THE COUNTY ( OR CITY IF ANNEXED) BE OBLIGATED TO CONSTRUCT ANY DRAINAGE EASEMENT STRUCTURE, OR TO MAINTAIN THE PROPERTY ENCUMBERED BY SUCH EASEMENTS. THE DRAINAGE CHANNELS AND CREEKS ARE SUBJECT TO STORM WATER OVERFLOW AND NATURAL BANK EROSION TO AN EXTENT THAT CANNOT BE DEFINITELY DEFINED. THE COUNTY OR CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OR INJURIES OF ANY NATURE RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA, NOR RESULTING FROM THE FAILURE OF ANY DRAINAGE EASEMENT STRUCTURE AND THE OWNERS HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE COUNTY AND CITY FROM ANY SUCH DAMAGES AND INJURIES.**

**6. WATER RIGHTS DISTRIBUTION PLAN IS ON FILE AT THE STATE ENGINEERS OFFICE**

**7. UNDERGROUND IRRIGATION LINE TO SERVICE LOT TWO TO BE INSTALLED AND MAINTAINED BY OWNER OF LOT 2**

## CERTIFICATE OF ACTION

SHERIDAN COUNTY PLANNING & ZONING COMMISSION
REVIEWED BY THE SHERIDAN COUNTY PLANNING & ZONING COMMISSION THIS ____ DAY OF _____, 2022.

_____ CLERK _____ CHAIRMAN

## CERTIFICATE OF APPROVAL

BOARD OF COUNTY COMMISSIONERS
PLAT APPROVED AND SUBDIVISION PERMIT ISSUED BY THE BOARD OF COUNTY COMMISSIONERS OF SHERIDAN COUNTY, WYOMING THIS ____ DAY OF _____, 2022.

_____ ATTEST: COUNTY CLERK _____ CHAIRMAN

## CERTIFICATE OF RECORDER

STATE OF WYOMING }
}:SS
COUNTY OF SHERIDAN }

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT _____ O'CLOCK ___M. THIS _____ DAY OF _____, 2022 AND RECORDED IN PLAT BOOK _____ ON PAGE _____, (OR AS PLAT NO._____)

_____ COUNTY CLERK _____ STAMP RECEIVING NUMBER

## DECLARATION VACATING PREVIOUS PLATTING

THIS PLAT IS THE SUBDIVISION OF LOT 30, DOWNER ADDITION, SHERIDAN COUNTY WYOMING, AS RECORDED IN THE RECORDS OF SHERIDAN COUNTY CLERK. ALL EARLIER PLATS OR PORTIONS THEREOF ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE HEREBY VACATED.

## CERTIFICATE OF SURVEYOR

I, CLAYTON P. ROSENLUND, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT OF MCDOUGALL MINOR SUBDIVISION TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

_____
CLAYTON P. ROSENLUND
REGISTERED LAND SURVEYOR
NO._____14250_____

## LEGEND

- FOUND ½ REBAR
- FOUND MONUMENT AS NOTED
- FOUND 2" AC-PE&LS 5300
- SET 1.5" AC-LS 14250
- CALCULATED CORNER
- AC ALUMINUM CAP
- SUBDIVISION BOUNDARY LINE
- ADJOINING PROPERTY LINE
- LOT LINES
- EASEMENT LINE
- DRAINAGE EASEMENT (FLOOD ZONE AE)

N

SCALE: 1"=15'

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

## RECORD OWNER:

WALTER S & TAMMY L MCDOUGALL,
PO BOX 358
SHERIDAN, WYOMING 82801


Cannon Consulting LLC
Making every shot count
51 COFFEEN AVE,
SHERIDAN, WYOMING 82801


DATE PREPARED: 7/13/22

RECORDED MAY 15, 2001 BK 423 PG 422 NO 375508 AUDREY KOLTISKA, COUNTY CLERK

# EASEMENT

Deed made this 10th day of May, 2001, by and between David I. Armour, of 1075 Road 16, Lovell, Wyoming 82431-9708, hereinafter referred to as "Grantor", and the Downer Neighborhood Improvement and Service District (DNISD) and the City of Sheridan, Wyoming, hereinafter referred to as "Grantees".

For and in consideration of Ten and no/100 Dollars ($10.00), and other good and valuable consideration, receipt of which is acknowledged, Grantor conveys and warrants to Grantee an easement and right-of-way across and under the following described real property, described as:

SEE EXHIBITS "A" AND "B"

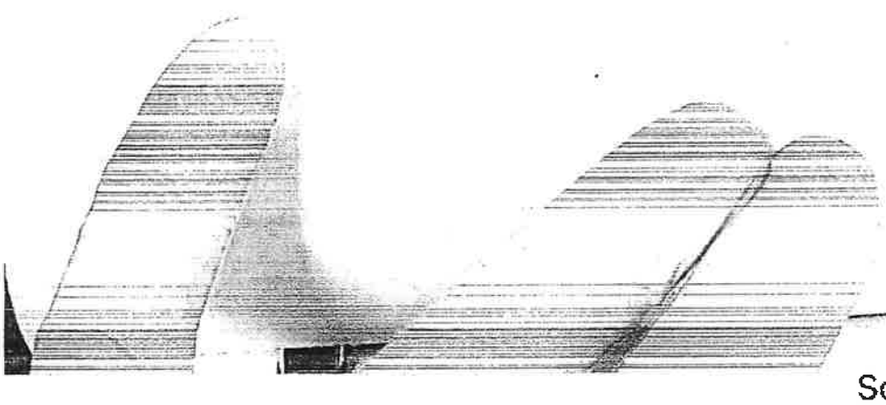
for the purposes of surveying, construction, installing, inspecting, operating, maintaining, repairing and replacing a sanitary sewer line and/or water line, together with all appurtenances that may be necessary and convenient for the lines, together with the right of ingress and egress upon and across the real property of Grantor at reasonable places and routes for the aforesaid purposes. Grantor's conveyances is solely for the purposes defined above for said sanitary sewer and/or water, and is not intended for use for any other purposes.

Grantee agrees to reshape, reseed and blend to the level of the adjacent property all areas disturbed by the construction within the easement and right-of-way in a workmanlike manner. Grantee shall also provide and maintain temporary fencing during the time of construction, if necessary.

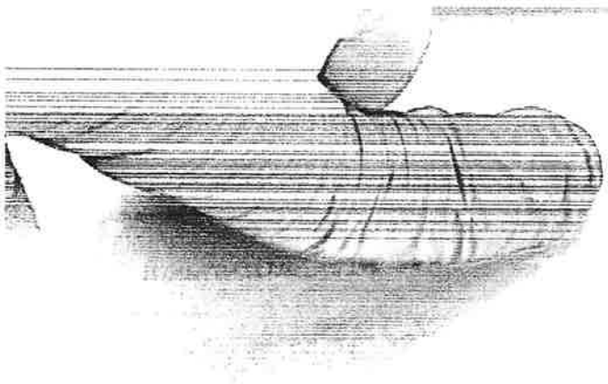
This deed of easement shall be binding upon Grantor's heirs and assigns and shall be perpetual so long as the easement is used for the purposes above recited. If Grantee fails to construct said sanitary sewer line and/or water lines within a period of five (5) years from the date of execution of this Deed, this easement shall become null and void. Furthermore, said construction easement defined in Exhibits "A" and "B" shall be valid for a period of one (1) year from the date of the substantial completion of the construction of the embankment to allow for warranty repairs.

Grantor shall be held harmless from any legal actions or claims of any form that involve the easement conveyed by Grantor to Grantee, unless they are the result of the Grantor's sole negligence. Notwithstanding the above, Grantee does not waive any rights it may retain with respect to the Wyoming Governmental Claims Act.

In witness whereof, Grantor signs this Deed on the date above written.



Scanned with CamScanner



David L. Armour

**David I. Armour**

STATE OF Wyoming )
: ss
COUNTY OF Big Horn )

The foregoing instrument was acknowledged before me by **David I. Armour** this 10th day of May, 2001.

Witness my hand and official seal.

CHERYL JOLLEY - NOTARY PUBLIC
County of Big Horn State of Wyoming
My Commission Expires September 15, 2001

Cheryl Jolley
Notary Public

My Commission Expires: 9/15/01



Scanned with CamScanner

## EXHIBIT "A"

**Re: 20.0' Perpetual Sanitary Sewer Line Easement**
**February 23, 2001**

A perpetual sanitary sewer line easement being a strip of land twenty (20.0) feet wide, ten (10.0) feet each side of the following described centerline situated between the east and west lines of Tract 30, Downers Addition to Sheridan County, Wyoming, as shown on **Exhibit "B"** attached hereto and by this reference made a part hereof; said centerline of said strip being more particularly described as follows:

**BEGINNING** at a point on the east line of said Tract 30, said point being S00°44'45"E, 186.15 feet from the northeast corner of said Tract 30; thence N38°10'08"W, 65.99 feet along said centerline to a point; thence S87°50'20"W, 84.74 feet along said centerline to the **POINT OF TERMINUS**, said point lying on the west line of said Tract 30 and being S00°44'45"E, 131.85 feet from the northwest corner of said Tract 30.

Said easement contains 3,015 square feet of land more or less.

**Re: Temporary Construction Easement**
**February 23, 2001**

A temporary construction easement being two (2) strips of land ten (10) feet wide situated between the east and west lines of Tract 30, Downers Addition to Sheridan County, Wyoming, as shown on **Exhibit "B"** attached hereto and by this reference made a part hereof: said easement being more particularly described as follows:

The southerly line of said strip being the northerly line of said twenty (20.0) feet wide sanitary sewer easement in Tract 30, Downers Addition to Sheridan County, Wyoming.

The northerly line of said strip being the southerly line of said twenty (20.0) feet wide sanitary sewer easement in Tract 30, Downers Addition to Sheridan County, Wyoming.

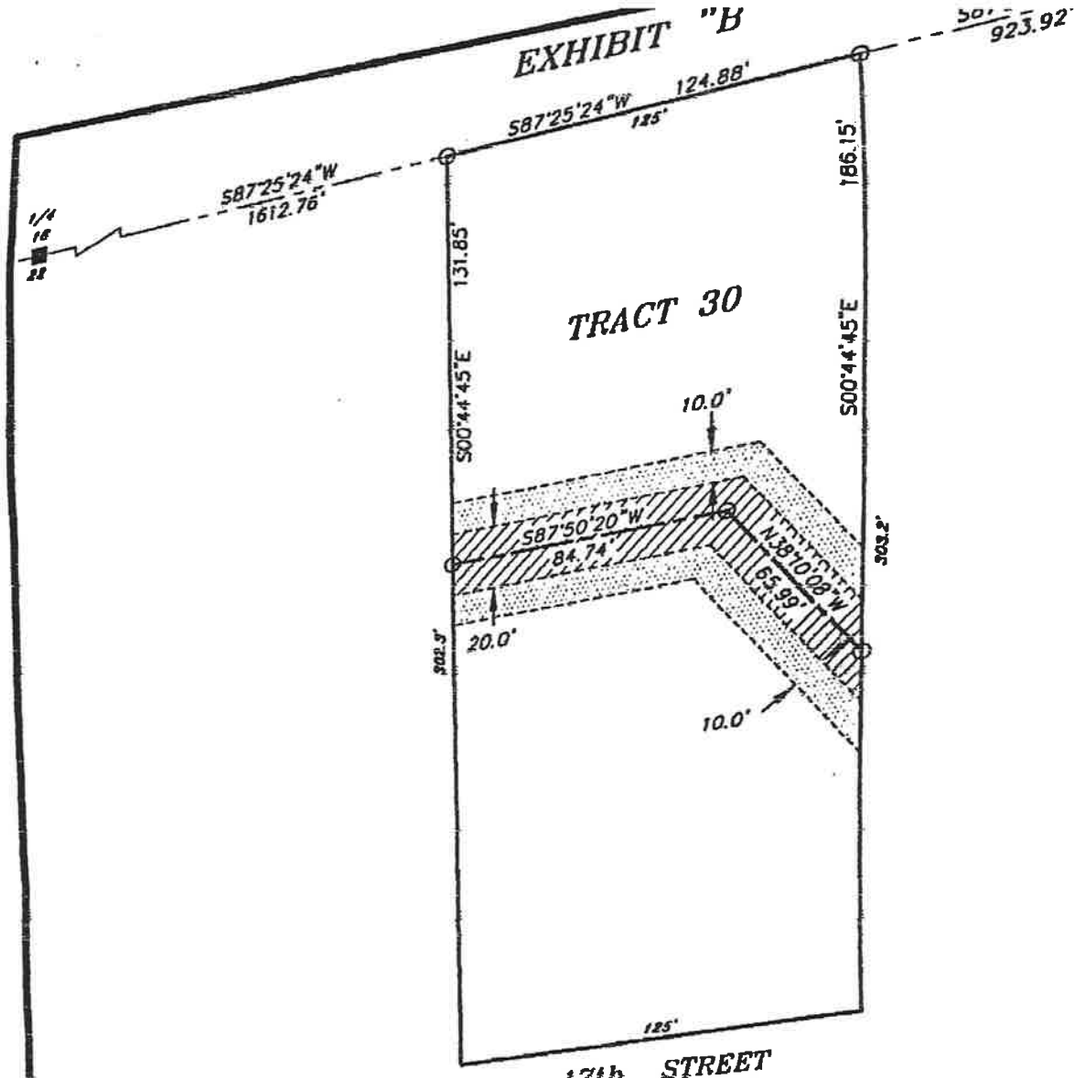
Said temporary construction easement contains 3,015 square feet of land more or less, and will become null and void at the time the project contractor's one year contractual warranty expires.

Basis of Bearings is Wyoming State Plane (East Central Zone).



Scanned with CamScanner

# EXHIBIT "B"




**LEGEND:**

- FOUND ALUMINUM CAP PER PE & LS 551
- FOUND BRASS CAP (MILITARY MONUMENT No. 22)
- CALCULATED CORNER
- LOT/BLOCK LINE
- CENTERLINE SANITARY SEWER LINE EASEMENT
- SANITARY SEWER/WATER/CONSTRUCTION EASEMENT LINE
- SECTION LINE
- 20.0' SANITARY SEWER LINE EASEMENT
- 10.0' TEMPORARY CONSTRUCTION EASEMENT

ALL LOT DIMENSIONS ARE RECORD AS SHOWN ON THE MAP OF DOWNERS ADDITION TO SHERIDAN WYOMING. DATED OCTOBER 1912.

N

SCALE: 1"=50'

BASIS OF BEARINGS IS WYOMING STATE PLANE (EAST CENTRAL ZONE)

40'

## SURVEYOR'S CERTIFICATE

STATE OF WYOMING :ss
COUNTY OF SHERIDAN

I, RONALD W. PRESTFELDT 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
RONALD W. PRESTFELDT
2615
Date: 5/24/01
WYOMING

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

## EXHIBIT "B"
## 20.0' SANITARY SEWER EASEMENT

CLIENT: HKM ENGINEERING, INC.
ENGINEER FOR THE DOWNER NEIGHBORHOOD WATER AND SANITARY SEWER IMPROVEMENTS

LOCATION: TRACT 30, DOWNERS ADDITION, SHERIDAN COUNTY, WYOMING.

PRESTFELDT SURVEYING
PO BOX 3082
SHERIDAN, WY 82801
307-672-7415
FAX 674-5000

425

JN: 99126
DN: 99/99126S.T30
FEBRUARY 23, 2001

Scanned with CamScanner

# CITY OF SHERIDAN, WYOMING

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


***Planning***

## MEMORANDUM

| | |
|---|---|
| Project Name: | Discussion of PL-22-32, Resolution 51-22, Sheridan Motors Subdivision - Community Development Director Wade Sanner |
| From: | Wade Sanner, Community Development Director |
| To: | Mayor and Council |
| CC: | |
| Date: | 10/03/2022 |

**Recommendation:**

Discussion of PL-22-32, Resolution 51-22, Sheridan Motors Subdivision. The applicant, Gone Fishing LLC, is requesting to subdivide 11.16 acres into 2 lots, zoned Gateway District. Located at 3270 Wrench Drive (PIN 56841530000100).

**Background:**

The applicant, Gone Fishing, LLC, is requesting to subdivide 11.16 acres from 1 lot into 2 lots on the property located at 3270 Wrench Drive (PIN 56841530000100).

The property is located at the northeast corner of Wrench Drive and North Main Street intersection, and accessed via Wrench Drive. The property is zoned Gateway District and part of the Wrench Ranch Master Plan. The property is listed as Lot 1 of the Marketplace Subdivision. The property is the location of the Sheridan Motors car dealership. The applicant is proposing the subdivision in order to create a separate lot for the General Motors Building.

PROPOSED LOTS

The applicant is proposing 2 lots. Lot 1 is proposed to be 7.42 acres. Lot 2 is proposed to be 3.74 acres.

EASEMENTS

The applicant is proposing the following easements:

Lot 1: The applicant is proposing a 15-foot building setback and general utility easement to run along the perimeter of the property. The applicant is proposing a 65-foot building setback and general utility easement along the northern portion of the property along the I-90 corridor. In addition, the applicant is proposing a 10-foot sanitary sewer easement and a 10-foot waterline easement to accommodate the existing sewer and waterlines on the property.

Lot 2: The applicant is proposing a 15-foot building setback and general utility easement along the perimeter of the property. In addition, the applicant is proposing a 10-foot storm drain easement to accommodate the existing storm drain on the property.

NOTICES

As part of the request to subdivide this property, staff sent notices to the 6 property owners within 300 feet, placed a legal notice in the newspaper, and posted a sign on the property. Staff have received no comments or inquiries

regarding this application.

**Discussion:**

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

*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.

*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.

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

The proposed subdivision conforms to the Zoning Ordinance.

*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 proposed subdivision is outside the Airport Influence Area.

*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.*

Water and sewer lines already exist in the North Main Street right-of-way. Future water and sewer connections will tap into these lines.

Staff has no further comments at this time.

---

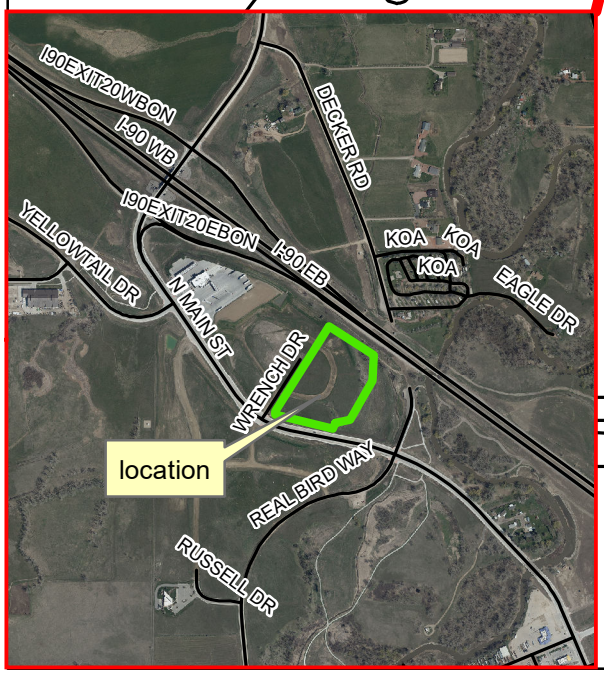
**Attachments**

Aerial

Subdivision Plat

Resolution

# Sheridan Motors Subdivision




GATEWAY

R1-ZONE

M1-ZONE

PUD

HE ZONE

DISCLAIMER:
The City of Sheridan GIS Division produced this map for informational purposes only. The City of Sheridan provides this map on an "as is" basis without warranties of any kind, either expressed or implied, and shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of such map. The user acknowledges and agrees that the use of such data is at the sole risk of the user. General questions about this map including errors, omissions, and/or updates should be directed to the City of Sheridan GIS Division.

CITY OF Sheridan WYOMING

**Legend**

- Roads
- City of Sheridan Boundary
- R1 - Residence District
- R2 - Residence District
- R3 - Residence District
- R4 - Residence District
- B1 - Business District
- B2 - Business District
- M1 - Industrial District
- MA - Medical Arts District
- HE - Higher Education District
- RUCA - Restricted Use Control Area
- PUD - Planned Unit Development
- GATEWAY - Gateway District

N

0 0.275 0.55 1.1 Miles

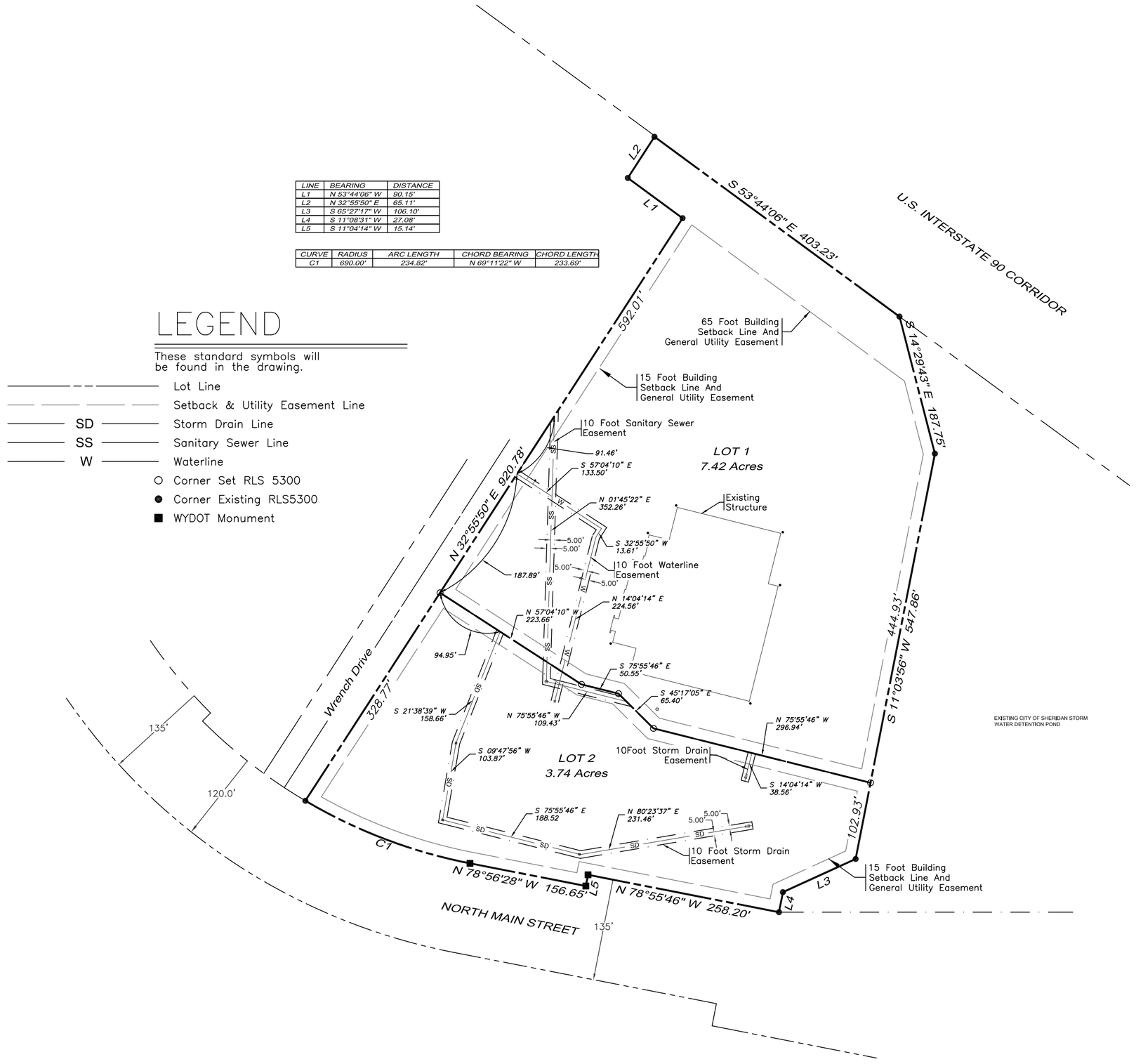
Name: sgoodman

Date: 08/29/2022

# FINAL PLAT

# SHERIDAN MOTORS

## LOCATED IN A PART OF THE
## S1/2SW1/4, Section 10, And The N1/2NW1/4 Section 15
## Township 56 North, Range 84 West
## 6 TH. PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING




*CERTIFICATE OF OWNER*

Know by all men by these presents that the undersigned being the owners, proprietors or parties of interest in the land shown on this plat, do hereby certify: That the foregoing plat designated as SHERIDAN MOTORS.

A TRACT OF LAND LOCATED IN A PART OF THE S1/2SW1/4, SECTION 10, AND THE N1/2NW1/4 SECTION 15, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH. PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING And More Particularly Described As:

Lot 1, The Market Place-REV_ 1, Recorded As Plat M 81

**BEGINNING** At The Intersection Of The East Right Of Way Of Wrench Drive And The North Right Of Way Of North Main Street;

Thence With The East Right Of Way Of Wrench Ranch Drive North 32°55'50" East, A Distance Of 920.78 Feet To A Point;

Thence North 53°44'06" West, A Distance Of 90.15 Feet To A Point;

Thence North 32°55'50" East, A Distance Of 65.11 Feet To A Point On The West Right Of Way Of Interstate 90;

Thence With Said West Right Of Way South 53°44'06" East, A Distance Of 403.23 Feet To A Point;

Thence Leaving Said West Right Of Way South 14°29'43" East, A Distance Of 187.75 Feet To A Point
;
Thence South 11°03'56" West, A Distance Of 547.86 Feet To A Point;

Thence South 65°27'17" West, A Distance Of 106.10 Feet To A Point;

Thence South 11°08'31" West, A Distance Of 27.08 Feet To A Point On The North Right Of North Main Street;

Thence With Said North Right Of Way North 78°55'46" West, A Distance Of 258.20 Feet To A Point;

Thence Continuing With Said North Right Of Way South 11°04'14" West, A Distance Of 15.14 Feet To A Point;

Thence Continuing With Said North Right Of Way North 78°56'28" West, A Distance Of 156.65 Feet To A Point;

Thence Continuing With Said North Right Of Way With A Curve Turning To The Right With An Arc Length Of 234.82 Feet, A Radius Of 690.00 Feet, A Chord Bearing Of North 69°11'22" West, A Chord Length Of 233.69 Feet; To The Point Of **BEGINNING**, Having An Area Of 486327.25 Square Feet, 11.16 Acres more or less.

AND THAT THIS SUBDIVISION, AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S); AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS, AND

THAT THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DO HEREBY DEDICATE TO THE CITY OF SHERIDAN AND ITS LICENSEES FOR PUBLIC USE THE INDICATED PURPOSES, ALL STREETS, ALLEYS, EASEMENTS AND OTHER PUBLIC LANDS WITHIN THE BOUNDARY LINES OF THIS PLAT, AS INDICATED, AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE.

UTILITY EASEMENTS, AS DESIGNATED ON THIS PLAT, ARE HEREBY DEDICATED TO THE CITY OF SHERIDAN AND ITS LICENSEES FOR PUBLIC USE FOR THE PURPOSE OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SEWER, WATER LINES, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC.

ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

EXECUTED THIS ____ DAY OF _____, 2022 BY,

_____
OWNER

STATE OF WYOMING )
) SS.
SHERIDAN COUNTY )

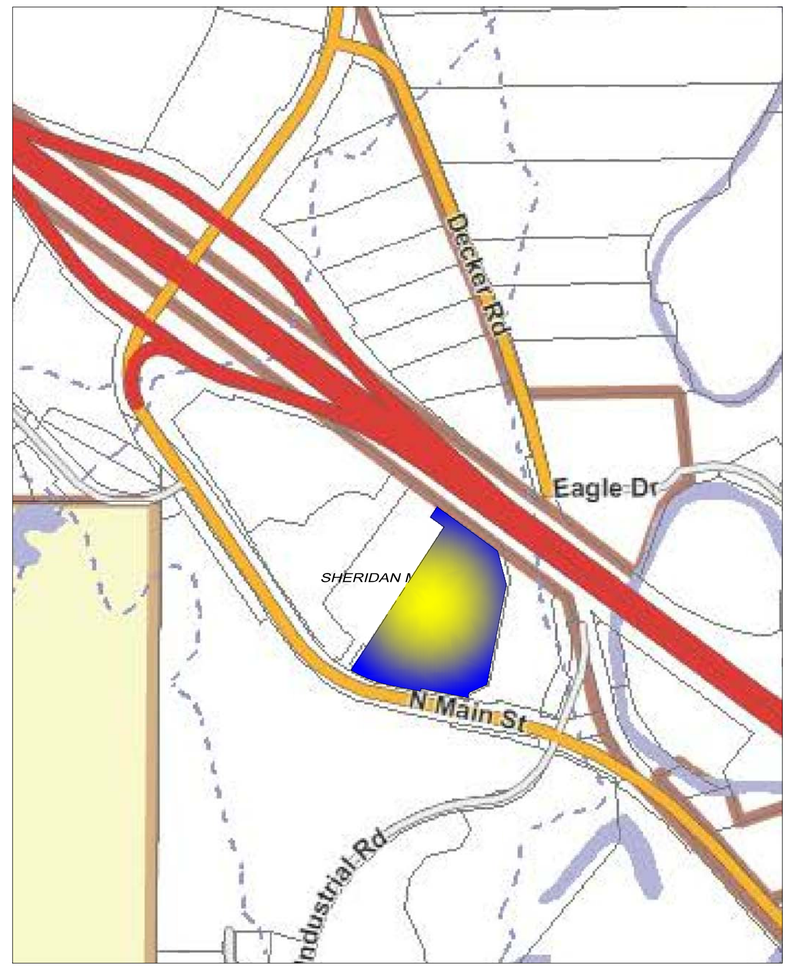
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____ DAY OF _____, 2022, BY

_____.

WITNESS MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC

EXECUTED THIS ____ DAY OF _____, 2022 BY,




*LOCATION MAP*
*NTS*

*DIRECTOR OF PUBLIC WORKS*
*CERTIFICATE OF APPROVAL*

This plat has been prepared in accordance with the requirements and procedures outlined in the Subdivision Regulations of the City of Sheridan, and certified this _____day of _____, 2022, by the Director of Public Works of Sheridan, Wyoming.

_____
Director of Public Works

*CITY OF SHERIDAN*
*CERTIFICATE OF APPROVAL*

Approved by the City Council of the City of Sheridan, Wyoming, this _____ day of _____, 2022.

_____ _____
Attest:City Clerk Mayor

*DECLARATION VACATING PREVIOUS PLATTING*

This plat is the re-subdivision of Lot 1 of THE MARKET PLACE - REV. 1 subdivision , as recorded as Plat M-81 on 14 July, 2022, of the records of the Sheridan County Clerk. All earlier plats or portions thereof encompassed by the boundaries of this plat are hereby vacated.

*CITY OF SHERIDAN*
*PLANNING COMMISSION*
*CERTIFICATE OF REVIEW*

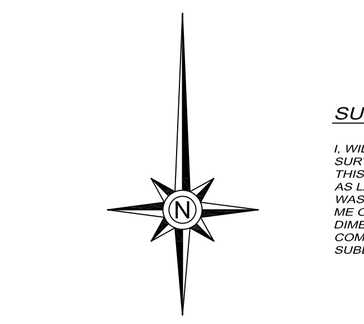
Reviewed by the City of Sheridan Planning Commission this _____ day of _____, 2021.

_____ _____
Attest:Vice-Chairman Chairman

*CERTIFICATE OF RECORDER*

This plat was filed for record in the Office of the Clerk and Recorder at _____ o'clock ___m., This _____ day of _____, 2022. And is duly recorded in Book _____, Page No. _____ .

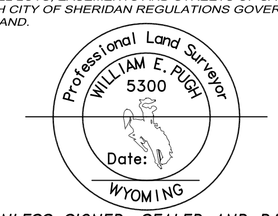
_____
County Clerk




**OWNER**
**GONE FISHING LLC**
**PO BOX 725**
**BIG HORN, WYOMING 82833-0725**

*SURVEYOR'S CERTIFICATE:*

*I, WILLIAM E. PUGH, 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 SHERIDAN MOTORS, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT HIS PLAT WAS MADE FROM AN 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.*




*UNLESS SIGNED, SEALED AND DATED THIS IS A PRELIMINARY PLAT.*

| Rev. | Date | Description | By | Proj. Engr. | Check | Rev. Request |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Client:
GONE FISHING LLC
PO BOX 725
BIG HORN, WY 82833-0725

Prepared By:
wood.
2615 Aviation Dr. Sheridan, WY 82801
(307) 675-6400 www.woodplc.com

| Client PM: WEP | 247968 | Drawn: WEP | Checked: | Approval: WEP | Date: 10 AUG, 2022 | Sheet: 1 OF 1 | Rev: 0 |
|---|---|---|---|---|---|---|---|

G:\Engineering\City Of Sheridan\WRENCH RANCH PHASE TWO\Gone Fishing LLC\11 Acre Site.dwg December 17, 2020 BillPugh

G:\Engineering\City Of Sheridan\WRENCH RANCH PHASE TWO\Gone Fishing LLC\Sheridan Motors\Sheridan Motors.dwg, 8/11/2022 2:51:46 PM, Adobe PDF

**CITY OF SHERIDAN**
**RESOLUTION 51-22**

A RESOLUTION approving PL-22-32, the plat of the Sheridan Motors Subdivision, dividing ± 11.16 acres of unplatted land into 2 lots. The property is zoned Gateway District, and located at 3270 Wrench Drive.

**WHEREAS**, the minor plat of the Sheridan Motors 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).

**Be it resolved by the City Council of the City of Sheridan:**

That the minor plat of the Sheridan Motors Subdivision, dividing ± 11.16 acres of unplatted land into 2 lots. The property is zoned Gateway District, located at 3270 Wrench Drive.

In approving the Sheridan Motors 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 3rd day of October 2022.

_____
Richard Bridger, 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


***Public Works***

## MEMORANDUM

| | |
|---|---|
| Project Name: | Discussion of Resolution 47-22; Submission of the Wyoming Outdoor Recreation Grant (WORG) Application for the Black Tooth Park All-Inclusive Playground Equipment - Director of Public Works Hanns Mercer |
| From: | Hanns Mercer, Public Works Director |
| To: | Mayor and Council |
| CC: | |
| Date: | 08/30/2022 |

**Recommendation:**

Staff recommends that the Mayor and City Council approve Resolution 47-22, which authorizes the Director of Public Works, Hanns Mercer, to submit an application to the Wyoming Office of Outdoor Recreation for a grant in the amount of $500,000, for the Black Tooth Park all-inclusive playground equipment. Funding has been made available through the American Rescue Plan Act, *State and Local Fiscal Recovery Funds* in 2022 and the Wyoming Office of Tourism.

Staff requests that for this project, the Mayor and City Council designate the Director of Public Works, Hanns Mercer, as the authorized representative of the City of Sheridan, to act on behalf of the Governing Body in all matters related to this grant application.

**Background:**

Black Tooth Park has been referenced in the City's budget planning sessions for years. With collaboration from outside sources, including interviews with adult disabled program providers, as well as state agencies who assist those with disabilities, it has been determined that an all-inclusive playground is a necessity and is in preliminary design for Black Tooth Park. Playground equipment designed in 'PODs' for all ages and abilities aids in recreation for physically and mentally challenged individuals. There are currently no parks in the City's inventory that exist exclusively for individuals with disabilities and with 100% of the equipment designed for their benefit and enjoyment. The addition of an all-inclusive playground to one of the city's parks will only add to the inclusivity of the community's vision for Sheridan.

City staff have evaluated funding opportunities for this project and feel the WORG is another option to fund the purchase of the all-inclusive playground equipment. Resolution 47-22 will authorize staff to submit an application for the grant to provide additional funding for this project.

**Funding:**

$530,000 GPET
$385,000 PBF
$500,000 LWCF

**Attachments**

Resolution 47-22

**CITY OF SHERIDAN**
**RESOLUTION 47-22**

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE WYOMING OFFICE OF OUTDOOR RECREATION FOR A GRANT ON BEHALF OF THE GOVERNING BODY OF THE CITY OF SHERIDAN, WYOMING FOR THE PURPOSE OF: ***Black Tooth Park All-Inclusive Playground Equipment.***

WHEREAS, the City of Sheridan intends to create an all-inclusive playground at Black Tooth Park; and

WHEREAS, the Governing Body for the City of Sheridan, Wyoming desires to participate in the Outdoor Recreation Grant Program to assist in the purchase of the necessary equipment; and

WHEREAS, the submission of a grant for $500,000 will be requested for the Wyoming Office of Outdoor Recreation through the American Rescue Plan Act, *State and Local Fiscal Recovery Funds* Program; and

WHEREAS, the City has allocated two-hundred eighty-thousand and 00/100 dollars ($280,000) of FY23 General Purpose Excise Tax (GPET) funds and three-hundred eighty-five thousand and 00/100 dollars ($385,000) of FY23 Public Benefit Funds (PBF) as part of its matching funds; and

WHEREAS, the Wyoming Outdoor Recreation Grant Program requires that certain criteria be met, and to the best of the City's knowledge, this application meets those criteria.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SHERIDAN:

A grant application in the amount of five hundred thousand and 00/100 dollars ($500,000) shall be submitted to the Wyoming Office of Outdoor Recreation for their consideration to assist in funding the purchase of the all-inclusive playground equipment for Black Tooth Park.

PASSED, APPROVED AND ADOPTED this 3rd day of October, 2022.

City of Sheridan

_____
Richard Bridger, 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


***Public Works***

## MEMORANDUM

| | |
|---|---|
| Project Name: | Discussion of WYDOT Bridge Formula Program Project Agreement to Replace E. Works St. Bridge - Director of Public Works Hanns Mercer |
| From: | Hanns Mercer, Public Works Director |
| To: | Mayor and Council |
| CC: | |
| Date: | 09/02/2022 |

**Recommendation:**

Staff recommends the City Council and Mayor approve to enter into a Cooperative Agreement between the Wyoming Department of Transportation and the City of Sheridan pertaining to the Bridge Formula Program Project, Federal Project HI-BPF 2550501, for the E. Works Street Bridge, Structure No. EAY.

**Background:**

The Wyoming Department of Transportation owns and maintains 1,959 structures. Each of these, as well as the 842 bridges owned and maintained by the towns, cities, counties, and other state agencies, are carefully inspected at least once every two years by teams of highly trained WYDOT bridge inspectors. Bridges require periodic maintenance to remain safe and serviceable, and the inspections help to identify those elements needing repair or replacement. When a condition is found that may affect the ability of the structure to carry the anticipated loads, a load rating is completed and traffic crossing the structure may be limited until the condition can be corrected or the bridge is replaced. The inspection results are submitted to the Federal Highway Administration annually.

State officials across Wyoming are preparing for an influx of federal funding from the Infrastructure Investment and Jobs Act, where 60% of the funding is funneled directly to state and local governments and 40% is in the form of competitive grants. WYDOT is collecting $2 billion in formula funding, and it expects to apply for grants for added projects. During the Legislature's 2022 budget season, WYDOT also received $225 million specifically for addressing bridges outside of the normal budget.

For the Bridge Formula Program (BFP), WYDOT receives $45 million per year, with at least 15% of the funds to go to addressing poor condition bridges. WYDOT has identified 44 bridge replacement or bridge rehabilitation projects within 29 agencies. East Works Street Bridge has been identified as one of those bridges. Projects will be let in FY25-FY29. As letters of concurrence come in from the local governments, projects will be added to the State Transportation Improvement Plan (STIP). WYDOT looking at a consultant to manage and design the projects.

**Discussion:**

The purpose of this agreement is to outline the terms and conditions by which the City and WYDOT will evaluate Structure No. EAY over Little Goose Creek in Sheridan County, and remove, remove and replace, or rehabilitate the structure in accordance with the evaluation and Reconnaissance Report completed under the agreement (Project). The term of the Agreement is from the Effective Date through completion of the Project.

**City Responsibilies**

- Submit a letter designating a qualified Project representative capable of making timely decisions and authorized to sign documents concerning the construction of the Project.
- Upon completion, with the return of WYDOT's Acceptance Certificate, all NPDES General Permits related to the Project will be transferred to the City.
- Upon completion and acceptance, the City shall maintain, at its sole expense, all features in compliance with all applicable federal and state standards and regulations. Maintenance shall include all repairs necessary to keep the improvement in its functional constructed condition.

*NOTE: For the complete outline of the City and WYDOT's responsibilities, please refer to the attached agreement.

**Funding:**

Except as otherwise provided in this Agreement, no payment shall be made by one party to the other party as a result of the Agreement. This Project will be completed as part of the federally funded and WYDOT-administered Bridge Formula Program.

---

**Attachments**

Agreement

Pictures

**COOPERATIVE AGREEMENT**
**BETWEEN THE**
**WYOMING DEPARTMENT OF TRANSPORTATION**
**AND THE**
**CITY OF SHERIDAN**

Federal Project HI-BFP 2550501
Bridge Over Little Goose Creek
Structure No. EAY
E. Works Street
Sheridan County

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Sheridan (City), whose address is P.O. Box 848, Sheridan, Wyoming 82801.

2. **Purpose of Agreement.** The purpose of this agreement is to outline the terms and conditions by which the City and WYDOT will evaluate Structure No. EAY over the Little Goose Creek in Sheridan County, as shown on Exhibit A, Location Map, which is attached to and incorporated into this Agreement by this reference, and remove, remove and replace, or rehabilitate the structure in accordance with the evaluation and Reconnaissance Report completed under this Agreement (Project). This Project will be completed as part of the federally funded and WYDOT-administered Bridge Formula Program.

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from Effective Date through completion of the Project. All services shall be completed during this term. However, the parties agree that maintenance requirements described in Section 5 Subsection E are indefinite.

4. **Participation of Project Costs.** Except as otherwise provided in this Agreement, no payment shall be made by one party to the other party as a result of this Agreement.

5. **Responsibilities of City.**

   **A.** Should the City abandon the Project at any time, the City shall reimburse WYDOT for the entire cost, including any federal aid portion of the work completed at the time of abandonment.

   **B.** If Structure No. EAY is listed as a historical structure, the City will provide the WYDOT Bridge Program a certified letter describing the City's intent for the structure's disposition no later than ninety (90) days after the Effective Date.

   Should the City choose to repurpose the structure, the superstructure will be removed from the substructure and stockpiled at the site. The City shall be responsible for all associated costs, including hauling, storage, and placement.

**C.** The City shall submit a letter to WYDOT designating a qualified Project representative, at no cost to WYDOT, capable of making timely decisions and authorized to sign documents concerning the construction of the Project.

**D.** Upon completion and acceptance of the Project by WYDOT and the City, the City shall return, within thirty (30) days of WYDOT Resident Engineer's request, WYDOT's Acceptance Certificate, or any other required WYDOT documents. Once this Acceptance Certificate has been completed, all National Pollutant Discharge Elimination System (NPDES) General Permits related to the Project will be transferred to the City. The City shall then be responsible for all storm water runoff on the Project and storm water monitoring until a Notice of Termination (NOT) can be submitted for the Project by the City. In the event petroleum contaminated soil or water is encountered on this Project, the required work associated with mitigation of the contamination will become part of this Project.

**E.** Upon completion and acceptance of this Project, the City shall maintain, at its sole expense, all features in compliance with all applicable federal and state standards and regulations. Maintenance shall include all repairs necessary to keep the improvement in its functional constructed condition.

**F.** Assist in Right-of-Way Acquisition if required, as described in Section 6 below.

**6. Responsibilities of WYDOT.**

**A.** WYDOT will prepare a Reconnaissance Report which will describe the work necessary for the development of contract plans, work activities schedule, anticipated costs including construction, as well as preliminary and construction engineering. The report will be submitted to the City for their review, comments and approval.

**B.** WYDOT will be responsible for the survey work.

**C.** WYDOT will be responsible for the preliminary engineering, which includes completing engineering investigations, environmental studies, developing design plans, specifications and compiling final cost estimates in accordance with the current edition of the American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) Bridge Design Specifications, which will be included in the final design plans. All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA). Design plans will be based on the approved Reconnaissance Report completed under this Agreement.

**D.** WYDOT will be responsible for the Right-of-Way Acquisition. WYDOT will acquire all necessary rights-of-way and provide any relocation assistance necessary to construct the work shown on Exhibit A. However, in the event condemnation proceedings are necessary, in accordance with Wyo. Stat. § 1-26-801(a), the City

shall be responsible for acquiring rights-of-way by condemnation proceedings with the understanding any settlements reached out of court must be justified and supported. WYDOT will assist the City in condemnation proceedings by preparing exhibits and displays. At its request, the City shall be provided a copy of the right-of-way plans and cost estimates when federal acquisition approval is requested. The City agrees to reimburse WYDOT for the total cost needed to clear the right-of-way not paid with federal aid funds. Under the terms of this Agreement, if right-of-way acquisition is not required for this Project, all references to such acquisition herein are considered null and void.

**E.** WYDOT will perform utility adjustments. If any adjustments are needed, arrangements will be made by separate agreement(s) with the affected utility owner(s) and are not covered by this Agreement. Under the terms of this Agreement, if utility adjustments are not required for this Project, all references to such adjustments herein are considered null and void.

**F.** WYDOT will perform the letting of this Project. The City shall be given the opportunity to approve final design plans prior to the advertisement for bids by WYDOT.

**G.** WYDOT will be responsible for the construction engineering for this Project by and in accordance with the plans and specifications.

**H.** WYDOT may provide pedestrian or bicyclist accommodation on the bridge in accordance with Bridge Formula Program regulations.

**7. Special Provisions.**

**A. Assumption of Risk.** The City shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the City's failure to comply with state or federal requirements. WYDOT shall notify the City of any state or federal determination of noncompliance.

**B. Conflict of Interest.** Per 2 CFR 200.112, the City must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.

**C. Environmental Policy Acts.** The City agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

**D. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

(i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procures a commercial sex act during the period of time that the award is in effect; or

(iii) Uses forced labor in the performance of the award or subawards under the award.

E. **Kickbacks.** The City certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the City breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

The City shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the City is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

F. **Limitations on Lobbying Activities.** By signing this Agreement, the City certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the City or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

The City and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

G. **Mandatory Disclosures.** Per 2 CFR 200.113, the City must disclose, in a timely manner, in writing to WYDOT all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award.

Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

H. **Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by the City or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers,

documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.

I. **Nondiscrimination.** The City shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

Federal law requires the City to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars ($10,000.00) so that such provisions are binding on each subcontractor.

J. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.

K. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the City and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.

L. **Suspension and Debarment.** By signing this Agreement, the City certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the City agrees to notify WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

M. **Copyright License and Patent Rights.** The City acknowledges that federal grantor, the State of Wyoming, and WYDOT reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the City purchases ownership using funds awarded under this Agreement. The City must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

8. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The City shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.

D. **Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the City which are pertinent to this Agreement.

E. **Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT shall notify the City at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The City shall cooperate fully with other contractors and WYDOT in all such cases.

G. **Compliance with Laws.** The City shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement shall be kept confidential by the City unless written permission is granted by WYDOT for its release. If and when City receives a request for information subject to this Agreement, City shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.

I. **Entirety of Agreement.** This Agreement, consisting of ten (10) pages, and Exhibit A, Location Map, consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

J. **Ethics.** The City shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing City's profession.

K. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

L. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such 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 are not limited to, acts of God or the 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.

M. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

N. **Independent Contractor.** The City shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State

of Wyoming for any purpose. Consistent with the express terms of this Agreement, the City shall be free from control or direction over the details of the performance of services under this Agreement. The City shall assume sole responsibility for any debts or liabilities that may be incurred by the City in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the City or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or WYDOT. The City agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the City or the City's agents or employees as a result of this Agreement.

O. **Insurance Requirements.** The City is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.

P. **Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement. Upon termination of services, for any reason, the City agrees to return all such original and derivative information and documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.

Q. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

R. **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, and the parties may renegotiate the terms affected by the severance.

S. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the City expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has

sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

T. **Taxes.** The City shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

U. **Termination of Agreement.** This Agreement may be terminated, without cause, by WYDOT upon thirty (30) days written notice. This Agreement may be terminated by WYDOT immediately for cause if the City fails to perform in accordance with the terms of this Agreement.

V. **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 between 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.

W. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

X. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

Y. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

Z. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the City of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

9. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

**ATTEST:**

Cecilia Good, City Clerk

**CITY:**
**CITY OF SHERIDAN**

Richard Bridger, Mayor

Date

**(SEAL)**

**ATTEST:**

Caitlin Casner, Secretary
Transportation Commission of Wyoming

**WYDOT:**
**WYOMING DEPARTMENT OF TRANSPORTATION**

Mark J. Gillett, P.E., Chief Engineer

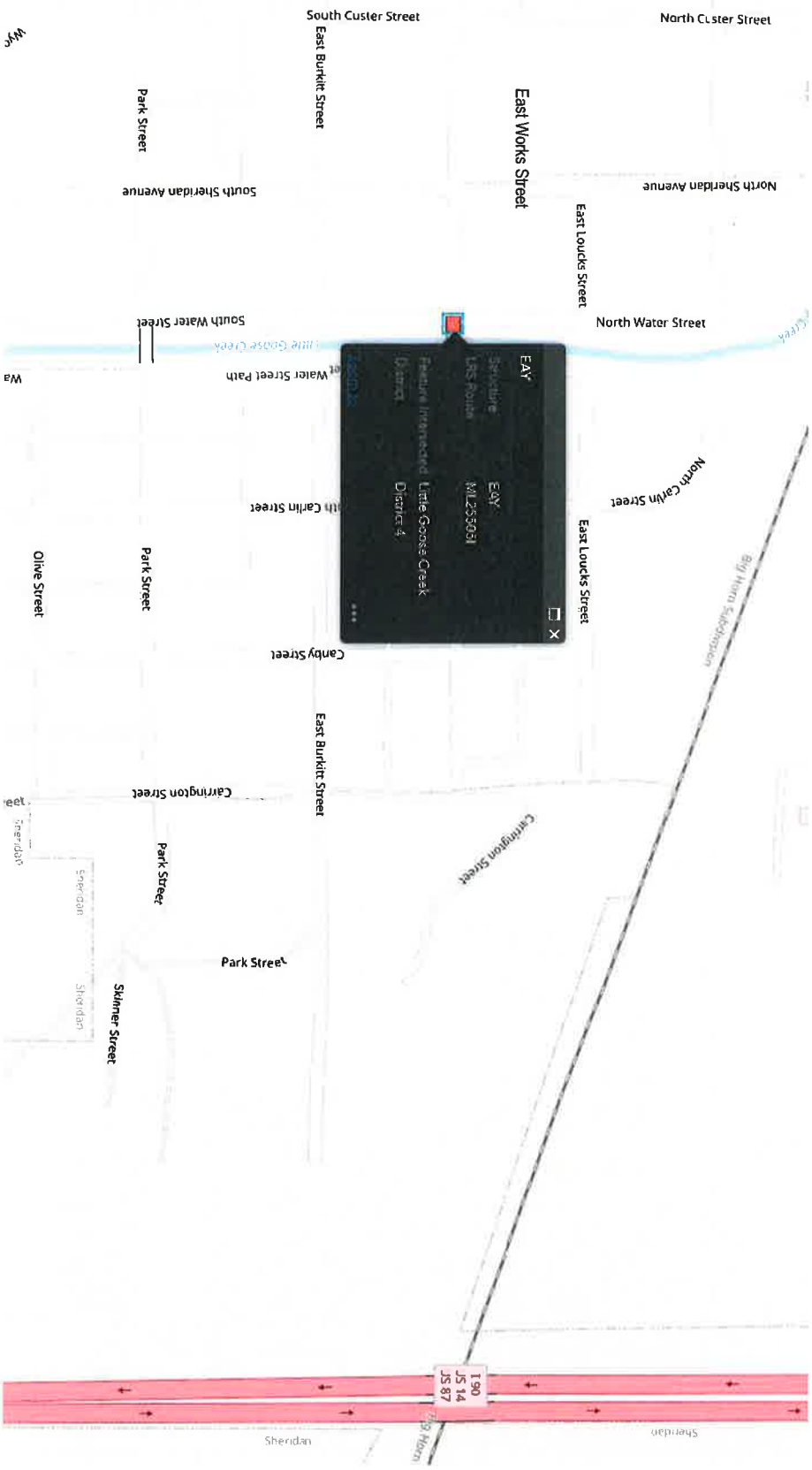
Date

**(SEAL)**

Approved as to form:

# 224054

Alysia Goldman, Assistant Attorney General 7/20/22
Date agreement prepared: 7/20/2022




**BFP2550501-Exhibit A to the Agreement between the Wyoming Department of Transportation and the City of Sheridan**
**1 of 1**

# E. Works Street Bridge

# CITY OF SHERIDAN, WYOMING

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


***Public Works***

## MEMORANDUM

| | |
|---|---|
| Project Name: | Discussion of Amendment #2 to the Contract between the City of Sheridan and Interstate Engineering for the Design of Kendrick Pool in the Amount of $547,000 - Director of Public Works Hanns Mercer |
| From: | Hanns Mercer, Public Works Director |
| To: | Mayor and Council |
| CC: | |
| Date: | 08/31/2022 |

**Recommendation:**

Staff recommends that the City Council and Mayor agree to Amendment #2 to the Contract to Furnish Professional Services for the Design of Kendrick Pool in the amount of $547,000. The Professional Services Agreement is amended to include:

- Furnish Professional Services
- Section 3 Scope of Work
- Section 5 Payment
- Section 23 General Provisions

*Please see attached Amendment #2 for the full details.

**Background:**

The Kendrick Outdoor Pool was rated as one of the top priorities for investment in recreation facilities by our community. As such, a Request for Proposal was distributed for the Kendrick Outdoor Pool Assessment and Public Involvement. A total of two proposals were received and a committee was formed. This committee was comprised of City Staff, Elected Officials, and Community Members. Interviews were conducted with both respondents, followed by additional written questions. On September 3, 2019, the Mayor and Council approved the award to Interstate Engineering for a Contract for Professional Services for Kendrick Outdoor Pool Assessment and Public Involvement in the amount of $88,100 effective September 24, 2019. Amendment #1 was effective February 15, 2022 for an updated Engineer's Estimate in the amount of $2,224.00.

**Funding:**

This project is funded by CAP Tax, GPET, and a LWCF Grant, currently being recommended for approval.

**Attachments**

Amendment No. 2

Project Cost Improvements

**AMENDMENT #2 TO THE**
**CONTRACT TO FURNISH PROFESSIONAL SERVICES**
**TO**
**City of Sheridan Wyoming**

The **AMENDMENT** to the AGREEMENT entered on _September 24th 2019 is made as of _____
**BETWEEN** the City Sheridan Wyoming, hereinafter identified as the **"OWNER":**

City of Sheridan
55 Grinnell Plaza
Sheridan, Wy 82801
PH: (307)675-4202

And Interstate Engineering, Inc. hereinafter identified as the "**ENGINEER**":

Interstate Engineering, Inc.
2161 Coffeen Ave
Suite 603
Sheridan Wy 82801
PH: (307)696-7101

The Professional Services Agreement is amended to include:

**Furnish Professional Services**

1. Provide the design and construction bid documents for the Base Project and the alternates described below:
    a. Tower water Slide
    b. Lazy River
    c. Wading pool/Splashdeck
    d. Parking Lot located at City shop location

**Section 3 Scope of Work:**

Add Section 3-D The attached scope of work.

**Section 5 Payment**

iv. The Owner shall pay the Engineer for professional services based on the attached scope of work fee schedule as described in Section 3-D and summarized below:

| | | |
|---|---|---|
| a. | Schematic Design | $155,600.00 |
| b. | Design Development | $172,000.00 |
| c. | Construction Documents | $169,400.00 |
| d. | Additional Services | $ 50,000.00 ( allowance) |

**Add: Section 23 General Provisions**:

a. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

b. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of

construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

c. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

d. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

e. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.

f. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

    1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer.

    2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants.

    3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

    4. such limited license to Owner shall not create any rights in third parties.

g. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

h. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $2,000,000 or the total amount of compensation received by Engineer, whichever is greater.

i. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an

unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

j. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

k. This Agreement is to be governed by the law of the state of Wyoming in which the Project is located.

l. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

## EXECUTION OF THIS AMENDMENT TO THE AGREEMENT

THIS AMENDMENT TO THE AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE:

| **Engineer:** Interstate Engineering, Inc. | **Owner:** City of Sheridan |
|---|---|
| Signature | Signature |
| Print | Print |
| Title | Title |
| Date | Date |

Scope of Work

Kendrick Park Pool renovation and new amenities (Project)

Sheridan Wyoming

Interstate Engineering, Inc

The following is a summary of the tasks Interstate Engineering, Inc will perform on the Project:

## A. Schematic Design Phase $155,600.00

Prepare the general update of the 35% pool improvements including the existing pool remodel, the tower water slides, splashdeck standalone or with existing wading pool, lazy river and parking lot expansion and meet with owner.

Provide the breakdown of the updated 35%pool improvements base bid and alternates including flow rates, filtration sizing, wading pool removal or modification, gutter calculations, the parameters of the new mechanical building configuration, parking lot expansion and bathhouse upgrades.

Contract with a geotechnical firm to provide report on existing surface and subsurface conditions that will impact the final design. Information gathered from the geotechnical analysis is limited to that found in the physical bore holes and conditions may vary during construction. The Owner recognizes that construction claims for changed conditions are a possibility.

Provide preliminary structural review of existing pool configuration, the splashdeck features, wading pool modifications, the lazy river, mechanical building, the support piers/columns for the tower water slide and parking lot pavement section.

Coordinate with the Architect, MEP and Geotech sub consultants on design development work requirements.

Review information from the other consultants and prepare a summary including an updated preliminary estimate for the City.

Schematic design review with Owner and Design team to advance to design development. This will occur with 1 onsite meeting and up to 3 video conferences with the City and selected committee members.

Survey and base map preparation.

## B. Design Development $172,000.00

Prepare base drawings with the various components to be addressed in the design as per the schematic design phase.

Finalize the footprint of the aquatics facility to utilize new pool filters, pumps, heaters, chemical feed systems, piping and stainless-steel gutter or skimmer configurations, deck construction, deck drainage layout, new mechanical building layout, site layout for the pool, tower water slide, water features, bathhouse expansion and parking lot improvements.

Determine pool component space requirements. Determine bather movement and staging area requirements.

Assemble the Design Development packet for aquatic improvement, the bathhouse and parking area expansion including an updated cost estimate.

Finalize the Design Development packet and meet with Team, Committee and City Staff. There will be an initial and a follow-up meeting via teams' video.

Advance to the Construction Documents phase.

## C. Construction Documents $169,400.00

Develop the plan sheets for the supply and return piping including the recirculation system, the swimming pools expansion, internal drainage plan, the deck replacement details, pool heating details, new chemical feed design, new mechanical building configuration, bathhouse expansion, mechanical and electrical fixture updates, site development and parking.

Develop the plan sheets for details of the decks and deck drains, pool structures and tower waterslide foundations, winterization details and swimming pool concrete details.

Prepare the Construction Specifications and Plans for inclusion in the bid documents.

Provide an updated Construction cost estimate.

CD review with the City via teams' video.

Provide plans and technical specifications for bidding documents

Provide responses for bidder questions to the City and for inclusion in addendums if necessary.

## D. Additional Services allowance. $50,000.00

Additional services budget is an allowance agreed upon by the Owner and Engineer set forth to allow the Owner's designated representative to request additional items that may come up during the term of this contract that may be time sensitive. The additional services will be provided only at the written request of the Owner's designated representative (via email). The Engineer shall be reimbursed by the Owner on an hourly basis per the attached hourly rate schedule.

## E. Construction Administration: NIC

The lump sum fee for tasks A-C will be: **$ 497,000.00**

The allowance for task D will be: **$50,000.00**

The estimated fee for task E to be determined during bidding phase.

The budget and scope exclude the following:

1. Materials sampling and testing including asbestos testing for disposal purposes.
2. City water and sewer capacity analysis or design.
3. Storm sewer or stormwater management recommendations, nor permitting for erosion/sediment control.
4. Legal survey and exhibits and research into property title.
5. Redesign efforts due to significant comments received after each of the four phases outlined above.
6. Permit fees.
7. Fees for publishing of the advertisement for bid, Department of Agriculture review, stormwater permitting and building code reviews.
8. Value engineering or rebid efforts.
9. Flood elevation certificates.
10. Traffic study or construction traffic control plan.
11. Wetland delineation/mitigation plan.
12. Cultural resource inventory/mitigation plan.
13. Dewatering plan.
14. Public outreach meetings.
15. Funding applications/administration.

06/05/2022

**SCHEDULE OF RATES** **ATTACHMENT #1**

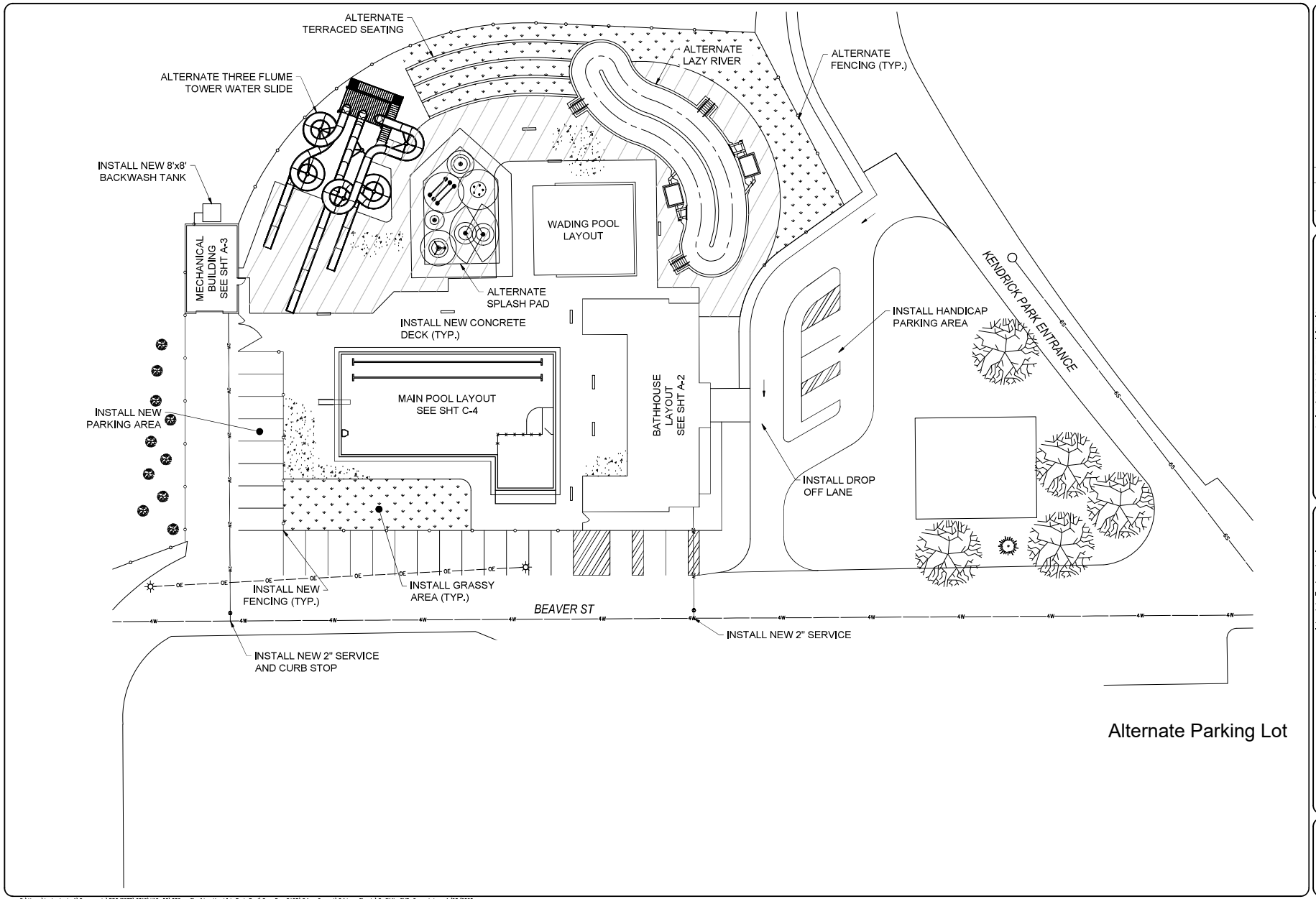
| | |
|---|---|
| *ENGINEERS* | |
| ENG I | $110.00 per hour |
| ENG II | $140.00 per hour |
| ENG III | $172.00 per hour |
| ENG IV | $194.00 per hour |
| ENG V | $210.00 per hour |
| ENG VI | $232.00 per hour |
| ENG VII | $250.00 per hour |
| *SURVEYORS* | |
| SURV I | $98.00 per hour |
| SURV II | $112.00 per hour |
| SURV III | $130.00 per hour |
| SURV IV | $158.00 per hour |
| SURV V | $176.00 per hour |
| SURV VI | $195.00 per hour |
| SURV VII | $209.00 per hour |
| *PLANNERS* | |
| PLANNER I | $93.00 per hour |
| PLANNER II | $110.00 per hour |
| PLANNER III | $142.00 per hour |
| PLANNER IV | $169.00 per hour |
| *TECHNICIANS* | |
| TECH I | $65.00 per hour |
| TECH II | $98.00 per hour |
| TECH III | $115.00 per hour |
| TECH IV | $137.00 per hour |
| TECH V | $147.00 per hour |
| TECH VI | $168.00 per hour |
| TECH VII | $181.00 per hour |
| TECH VIII | $205.00 per hour |
| *ADMINISTRATIVE* | |
| ADMIN I | $70.00 per hour |
| ADMIN II | $80.00 per hour |
| *INFORMATION TECHNOLOGISTS* | |
| IT I | $135.00 per hour |
| IT II | $185.00 per hour |
| *EXPERT WITNESS* | $285.00 per hour |

*CHARGEABLE EXPENSES*

| | | | |
|---|---|---|---|
| Subsistence | Actual cost | 8 ½" X 11" Prints per Page | $0.15 – black & white, $0.50 - color |
| Travel Vehicle | $0.78 per mile | 11" x 17" Prints per Page | $0.25 – black & white, $0.50 - color |
| Survey Vehicle | $0.88 per mile | 24" x 36" Prints per Page | $9.00 |
| Aircraft | Actual cost | Mylar | $3.00 per $ft^2$ |
| Any But Ordinary First-Class Postage | Actual cost | ATV | $75.00 per day |
| Subconsultant Services | Cost plus 10% | UTV | $150.00 per day |
| Plat Certification per Certification | $35.00 | ATV / UTV with Tracks | $125.00 / $200.00 per day |
| Recordation per Monument | $35.00 | Snowmobile | $200.00 per day |

Cost of surveying materials, filing fees, drafting materials and other materials required for the job ... Cost plus 25%

Any and all sales and use tax, TERO or other special fees which apply to this contract.




Alternate Parking Lot

| Rev No | Date | By | Description |
|---|---|---|---|
| | | | |

SWIMMING POOL REHABILITATION
CITY OF SHERIDAN, WYOMING
SHERIDAN COUNTY, WYOMING

SITE LAYOUT

Drawn By: KKB | Surveyed By: XXX | Project No: Y19-00-086
Checked By: BRM | Designed By: BRM | Date: 01/2020


Interstate Engineering, Inc.
P.O. Box 20953
1211 Grand Avenue, Suite 6
Billings, MT 59104-0953
Ph (406) 256-1920
Fax (406) 256-4178
www.interstateeng.com
Other offices in Minnesota, North Dakota and South Dakota


INTERSTATE ENGINEERING
Professionals you need, people you trust.

C-2

3 OF 10

# Total project costs Kendrick Park Pool improvements 2022

| **Base project** | | **2020** | | **2022** |
|---|---|---|---|---|
| Construction | $ | 2,567,000.00 | $ | 3,096,000.00 |
| Contingency | $ | 256,000.00 | $ | 310,000.00 |
| Design fees | $ | 325,000.00 | $ | 325,000.00 |
| Construction Admin | $ | 110,000.00 | $ | 128,000.00 |
| Owner Admin costs | $ | 33,000.00 | $ | 39,000.00 |
| **Total Base Project** | **$** | **3,291,000.00** | **$** | **3,898,000.00** |
| **Tower Slides Phase** | | | | |
| Construction | $ | 530,000.00 | $ | 669,000.00 |
| Contingency | $ | 79,000.00 | $ | 67,000.00 |
| Design fees | $ | 45,000.00 | $ | 48,000.00 |
| Construction Admin | $ | 12,000.00 | $ | 15,000.00 |
| Owner Admin costs | $ | 8,000.00 | $ | 10,000.00 |
| **Total Water Slide Phase** | **$** | **674,000.00** | **$** | **809,000.00** |
| **Splash Deck Phase** | | | | |
| Construction | $ | 363,000.00 | $ | 410,000.00 |
| Contingency | $ | 56,000.00 | $ | 41,000.00 |
| Design fees | $ | 30,000.00 | $ | 34,000.00 |
| Construction Admin | $ | 12,000.00 | $ | 14,000.00 |
| Owner Admin costs | $ | 8,000.00 | $ | 9,000.00 |
| **Total Splashdeck Phase** | **$** | **469,000.00** | **$** | **508,000.00** |
| **Lazy River Phase** | | | | |
| Construction | $ | 730,000.00 | $ | 832,000.00 |
| Contingency | $ | 109,000.00 | $ | 83,500.00 |
| Design fees | $ | 82,000.00 | $ | 90,000.00 |
| Construction Admin | $ | 35,000.00 | $ | 40,000.00 |
| Owner Admin costs | $ | 8,000.00 | $ | 9,000.00 |
| **Total Lazy River Phase** | **$** | **964,000.00** | **$** | **1,054,500.00** |
| **Grand Total** | **$** | **5,398,000.00** | **$** | **6,269,500.00** |

| **Total Project Breakdown** | | | | |
|---|---|---|---|---|
| Total construction | $ | 4,190,000.00 | $ | 5,007,000.00 |
| Total Contingency | $ | 500,000.00 | $ | 501,500.00 |
| Total design fees | $ | 482,000.00 | $ | 497,000.00 |
| Total CA | $ | 169,000.00 | $ | 197,000.00 |
| Total Owner Costs | $ | 57,000.00 | $ | 67,000.00 |
| Grand Total | | | $ | 6,269,500.00 |

| **Design fee breakdown** | | | | |
|---|---|---|---|---|
| Aquatic/civil/structural design | $ | 405,000.00 | $ | 410,000.00 |
| Site survey | $ | 12,000.00 | $ | 14,000.00 |
| Architect | $ | 30,000.00 | $ | 32,000.00 |
| MEP | $ | 25,000.00 | $ | 29,000.00 |
| Geotech | $ | 10,000.00 | $ | 12,000.00 |
| Total | $ | 482,000.00 | $ | 497,000.00 |

# CITY OF SHERIDAN, WYOMING

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


***Public Works***

## MEMORANDUM

| | |
|---|---|
| Project Name: | Discussion of City Property Use Agreement with AXE, LLC - Director of Public Works Hanns Mercer |
| From: | Hanns Mercer, Public Works Director |
| To: | Mayor and Council |
| CC: | |
| Date: | 09/20/2022 |

**Recommendation:**

Staff recommends the City Council and Mayor approve to enter into a City Property Use Agreement by and between the City of Sheridan and AXE, LLC, a Wyoming limited liability company, to place a sculpture on future city-owned property adjacent to 2571 North Main Street.

**Background:**

Chief Operating Officer for EMIT, Michelle Butler, reached out to the City Administrator, Stu McRae, inquiring about a project EMIT had been working on, thinking the City would have an interest in, and possibly where the sculpture could be placed.

For the last two and half years, EMIT has worked with their building architects, CLB Architects, out of Jackson, on a project called the Design Pavilion in New York City. After numerous postponements due to COVID, the event finally kicked off in early May 2022 in Time Square. Essentially, EMIT manufactured a structure that sat in Time Square for ten days on exhibit, and was then returned to its home in Sheridan on May 19, 2022. The sculpture is large, and provides a unique opportunity to engage with community members. Initially, EMIT considered putting it in the lawn area at EMIT, but inquired with the City to discuss incorporating it just off the path system behind their office.

**Discussion:**

The City Property Use Agreement states that the City is to receive from the Wyoming Department of Transportation certain real property located on North Main Street. AXE, LLC shall place the sculpture on the real property generally located and shown in the attachments. AXE shall construct the sculpture at its own cost and in compliance with all City Ordinances. Any electricity required for the sculpture shall be installed by AXE. AXE shall be solely responsible for the maintenance and repair of the sculpture. The City shall pay for all ongoing utilities, including electricity costs, for the sculpture.

**Attachments**

Agreement
Design Specs
Sculpture Pictures

**CITY PROPERTY USE AGREEMENT**
**AXE SCULPTURE**

THIS CITY PROPERTY USE AGREEMENT ("Agreement") is made and entered into by and between the **City of Sheridan** ("City"), 55 Grinnell Plaza, Sheridan WY, 82801 and **AXE, LLC**, a Wyoming limited liability company ("AXE"), 782 Big Goose Rd., Sheridan WY 82801, effective on the date stated below.

1. **Property Description.** The City is to receive from the Wyoming Department of Transportation certain real property located on North Main Street, in Sheridan, Wyoming, more particularly described in **Exhibit A**.

    a. Located on the real property is an area, as shown in **Exhibit B**, which shall be subject to this Agreement. This Agreement does not create any claim of title, possession or ownership and is not intended to run with the property described in Exhibit A or B.

    b. AXE shall place a Sculpture on the real property generally located and shown in said **Exhibit B**. Such Sculpture shall be approved by the City Parks Director prior to construction and/or placement.
        i. AXE shall construct the Sculpture at its own cost and in compliance with all City ordinances.
        ii. Any electricity required for the Sculpture shall be installed by AXE.

2. **Term.** This Agreement shall be perpetual until terminated as allowed herein.

3. **Ownership.** The Sculpture shall be owned by AXE; however, the bankruptcy or cessation of business of AXE shall result in the transfer of ownership of such Sculpture to the City. Should AXE desire to sell the Sculpture, the City shall be given the first option to purchase the Sculpture for its appraised value. The City shall have no right or claim to any reproduction of the Sculpture, and nothing herein shall prevent AXE from replicating the Sculpture unless the Sculpture is purchased or transferred to the City.

4. **Access.** The Sculpture and area shown in **Exhibit B** shall be open to the public and shall not be restricted by AXE; provided, however, that the City may restrict access to the Sculpture as it deems necessary.

5. **Maintenance.** AXE shall be solely responsible for the maintenance and repair of the Sculpture. The City shall maintain the areas in **Exhibit B** not utilized by the Sculpture. The level and quality of maintenance performed by the City will be at its discretion with no obligation or warranty made to AXE. Provided, AXE may maintain and improve areas in **Exhibit B** at its own cost after obtaining advance written permission from the City Parks Director.

6. **Utilities.** The City shall pay for all ongoing utilities, including electricity costs, for the Sculpture. Installation of utilities shall be at the cost of AXE.

7. **Removal and Termination.**

    a. AXE may remove the Sculpture upon providing the City with ninety (90) days' written notice.

    b. The City may terminate this Agreement without reason by providing AXE with ninety (90) days' written notice of termination. Upon receiving such notice, AXE shall have ninety (90) days within which to remove the Sculpture. Failure to remove the Sculpture shall result in the automatic transfer of ownership and right of the Sculpture to the City.

    c. Upon the removal of the Sculpture, AXE shall be solely responsible for restoring the disturbed area previously occupied by the Sculpture to a condition consistent with a public park. Restoration shall include the removal of all cement, placing of sod and, if requested by the City, the installation of an irrigation system.

8. **Third-Party Beneficiaries and Transferability.** The parties do not intend to create in any other party 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 between parties hereto and shall inure solely to the benefit of the parties to this Agreement. This Agreement is not transferable without the written consent of the City.

9. **Indemnity/Governmental Immunity.** AXE shall assume the risk of any liability arising from the Sculpture and the real property shown in **Exhibit B**. Further, AXE shall hold harmless, defend and indemnify the City for any liability associated with the Sculpture or the real property shown in **Exhibit B**. The City does not waive governmental immunity by entering into this Agreement and specifically retains immunity and all defenses available to it as a sovereign pursuant to Wyo. Stat. § 1-39-104(a) and all other law.

10. **Modifications**. Any changes, modifications, revisions or amendments to this Agreement must be mutually agreed upon in writing by the parties.

11. **No Waiver.** The failure of the either party to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that party may have regarding that specific term or condition nor deemed a waiver of any prior or subsequent breach. If a term in this Agreement is determined to be illegal, then the rest of this Agreement shall remain in full force and effect and shall be binding upon parties.

12. **Notices.** All notices required herein shall be delivered to the addresses stated above and shall be deemed to have been delivered upon being placed in the United States First Class mail. Notices to the City shall be directed to the Attention of the City Parks Director.

13. **Miscellaneous.** 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 this Agreement and the parties, and the venue shall be the Fourth Judicial District, Sheridan County, Wyoming.

DATED this _____ day of _____, 2022.

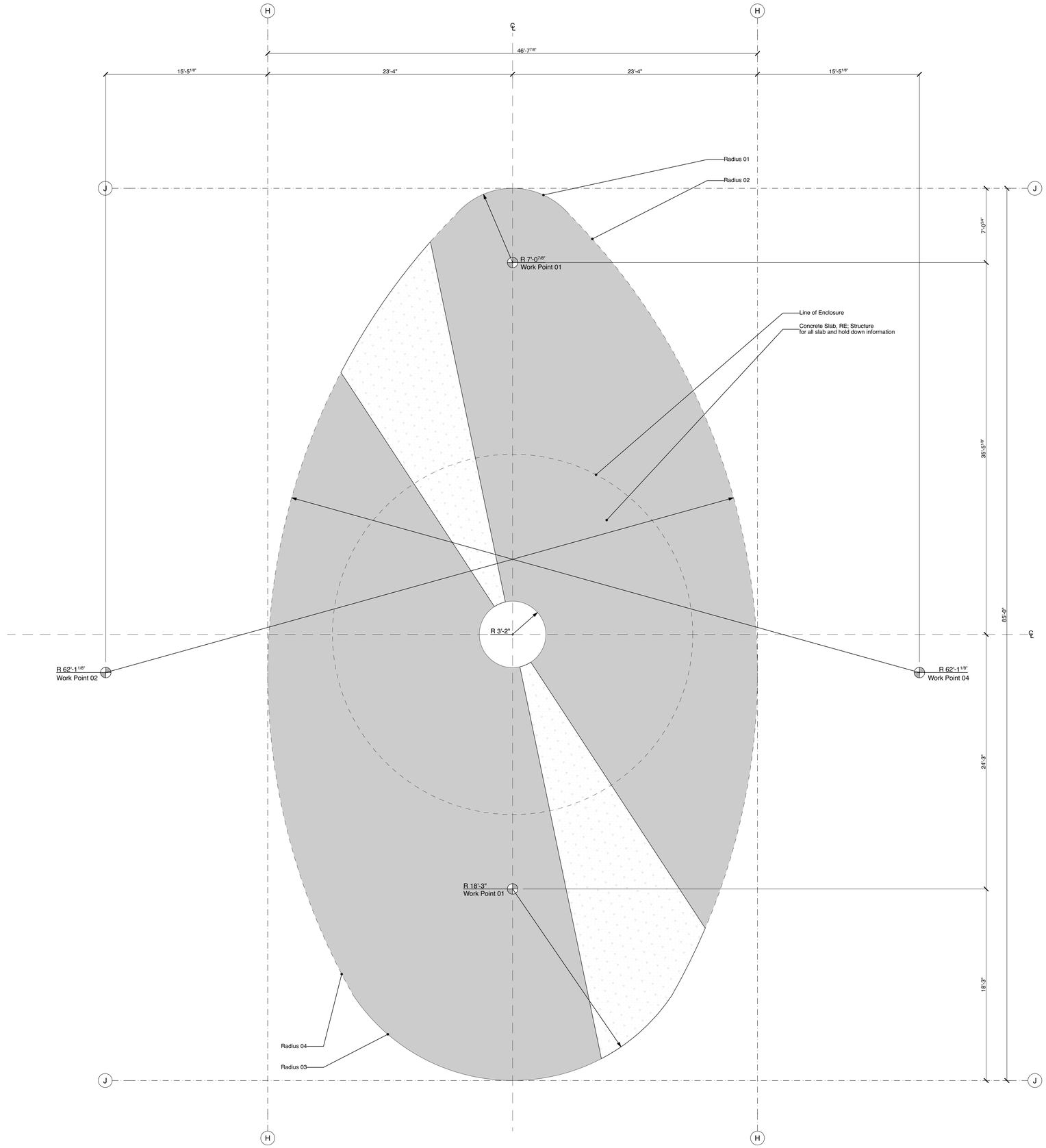
**CITY OF SHERIDAN**

By: _____
Richard Bridger, Mayor

Attest: _____
City Clerk

**AXE, LLC**, a Wyoming limited liability company

By: _____
Casey Dean Osborn, Authorized Agent




TRUE NORTH
Varies / TBD

PLAN NORTH
Varies

01 Layout Plan
SCALE: 1/4" = 1'-0"

CLB
ARCHITECTS

King Street Studio
215 South King St.
Jackson, WY 83001
307 733 4000

Cannery District Studio
109 E. Oak St., Ste. 1C
Bozeman, MT 59715
406 206 5554

www.clbarchitects.com

# Design Pavilion

NYC/Sheridan WY

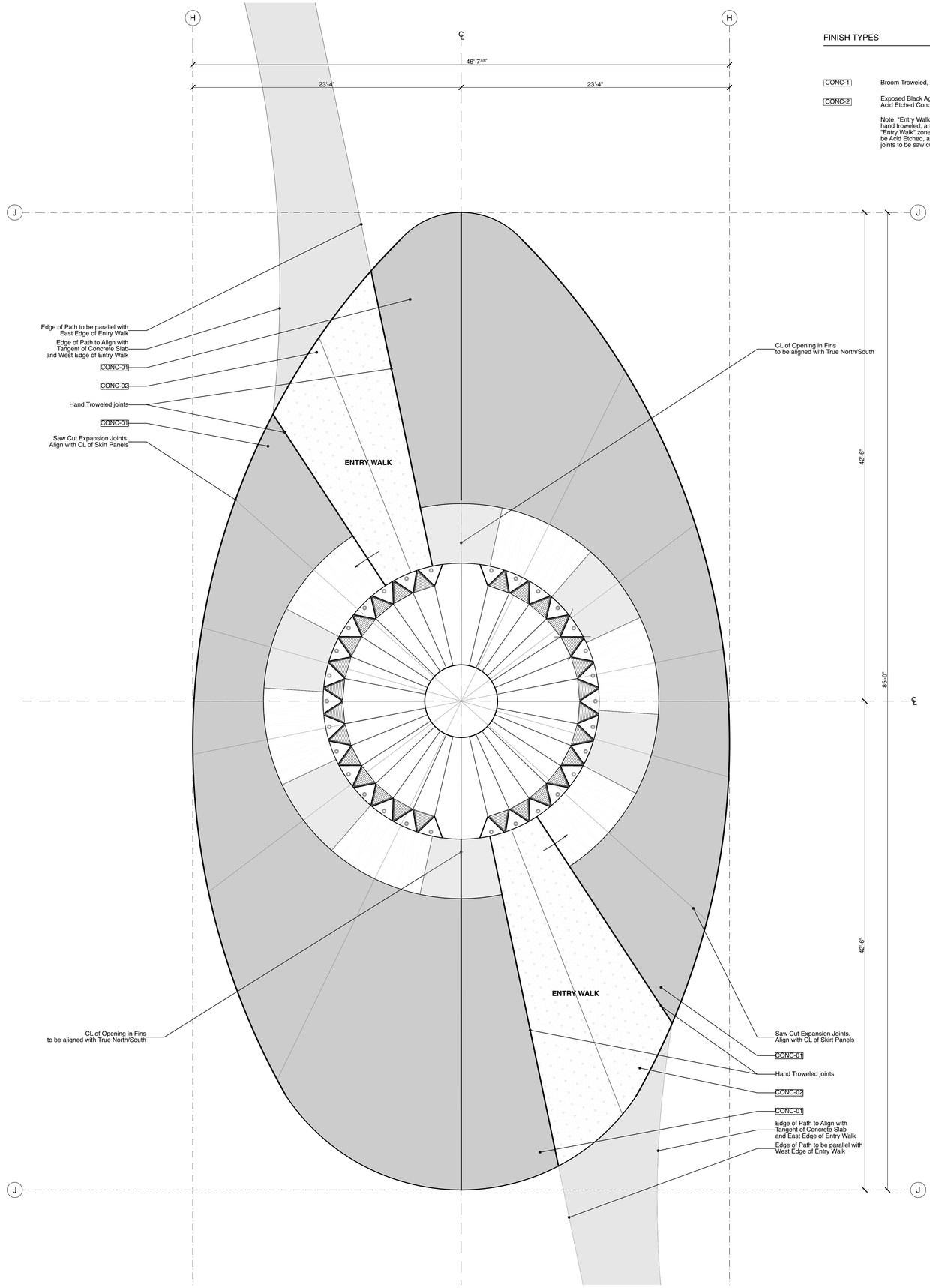
2004-00

Issue/Revision Date
09.07.22 Permit Set

Drawn By: JJ Checked By: JJ

Layout Plan

A2.1




TRUE NORTH
Varies / TBD

PLAN NORTH
Varies

01 Slab Plan
SCALE: 1/4" = 1'-0"

## FINISH TYPES

| | |
|---|---|
| CONC-1 | Broom Troweled, Acid Etched Concrete |
| CONC-2 | Exposed Black Aggregate, Broom Troweled, Acid Etched Concrete |

Note: "Entry Walk" perimeter joints shall be hand troweled, and black aggregate added to "Entry Walk" zones (CONC-2). All concrete to be Acid Etched, and all additional concrete joints to be saw cut.


CLB
ARCHITECTS

King Street Studio
215 South King St.
Jackson, WY 83001
307 733 4000

Cannery District Studio
109 E. Oak St., Ste. 1C
Bozeman, MT 59715
406 206 5554

www.clbarchitects.com


# Design Pavilion

NYC/Sheridan WY

2004-00

Issue/Revision Date
09.07.22 Permit Set

Drawn By: JJ Checked By: JJ

Slab Plan

A2.2

TRUE NORTH
Varies / TBD

PLAN NORTH
Varies

01 Site Plan
SCALE: 1" = 40'

CLB
ARCHITECTS

King Street Studio
215 South King St.
Jackson, WY 83001
307 733 4000

Cannery District Studio
109 E. Oak St., Ste. 1C
Bozeman, MT 59715
406 206 5554

www.clbarchitects.com

Design Pavilion
NYC/Sheridan WY
2004-00

Issue/Revision Date
09.07.22 Permit Set

Drawn By: JJ Checked By: JJ

Site Plan

A2.3

**PROJECT DESCRIPTION**

1. Project consists of a public art piece composed of steel and wood supported on slab on grade. The piece is approximately 24-feet diameter in plan and 20-feet in height.
2. This structure has been designed per the requirements of the jurisdiction of Sheridan, Wyoming. This is to be the permanant location of the art piece. Design critera is defined on this sheet.
3. This description is for general orientation only. The General Contractor is responsible for all scope items described in the drawings and project specifications as well as for all material and labor that can reasonably be inferred there from.

**GENERAL APPLICATION**

1. These drawings must be used in conjunction with the architectural drawings on the project to clearly define all requirements for construction.
2. No Contractor should attempt to bid nor construct any portion of this project without consulting the project architectural, mechanical, and electrical documents.
3. All things which, in the opinion of the Contractor, appear to be deficiencies, omissions, contradictions or ambiguities in the drawings shall be brought to the attention of the Structural Engineer. Corrections or written interpretations shall be issued before affected work may proceed.
4. The Contractor shall inform the Structural Engineer, clearly and explicitly in writing of any deviation or substitution from requirements of the contract documents. Contractor shall not be relieved of any requirement of the contract documents by virtue of the Structural Engineer's review of shop drawings, project data, etc., unless the Contractor has clearly and explicitly informed the Structural Engineer in writing of any deviations or substitutions at time of submission.

**MISCELLANEOUS NOTES**

1. The Contractor is solely responsible for all safety regulations, programs and precautions related to all work on this project.
2. The Contractor is solely responsible for the protection of persons and property either on or adjacent to the project and shall protect it against injury, damage, or loss.
3. Means and methods of construction and erection of structural materials are solely the Contractor's responsibility.
4. The structure is designed to function as a unit upon completion of construction of the project and then, only to support the design loads indicated. The Contractor is responsible for means, methods and sequence of construction and the adequacy of the structure to support loads occurring during construction of the project. Furnish all temporary bracing, shoring, and/or support as may be required.
5. No openings, nor any change in size, dimension or location shall be made in any structural element without written approval of the Structural Engineer.
6. Do not place equipment when shipping or operating weight exceeds weight indicated on structural drawings.
7. Show all openings through structural members on shop drawings and submit for review. Openings not shown on structural drawings are subject to acceptance and shall be specifically indicated for review and acceptance.
8. Do not scale these drawings, use the dimensions shown. In case of conflict, request clarification from Architect and Structural Engineer.
9. No structural modifications, alterations, or repairs shall be made without prior review by Structural Engineer. Submit details and calculations prepared by a professional engineer registered in state where project is located and employed by Contractor.

**SPECIFICATIONS**

1. These General Notes are intended to function as the structural portion of project specifications.

**SUBMITTALS**

1. See Material sections of these General Notes for required shop drawings.
2. Submit one (1) copy of the required information (Manufacturers Data, Shop Drawings, etc) via electronic media (PDF or similar).
3. Reproducible copies of contract documents shall not be used.
4. Submittals shall be sent directly to the Architect for review and distribution.
5. Submittals shall be reviewed by Contractor and Subcontractor prior to submission. Drawings shall bear Contractor's approval stamp accepting responsibility for coordination of dimensions shown in the contract documents, quantities and coordination with other trades.
6. Allow 14 calendar days in the Structural Engineer's office for review of submittals.
7. Submittals will be returned to the Architect with Structural Engineer's review comments via electronic media.

## STRUCTURAL DESIGN CRITERIA

| | |
|---|---|
| Building Code: 2018 International Building Code (Note 1) | |
| Local Jurisdiction: City of Sheridan, Wyoming | |
| Risk Category: II | |
| **Wind Loading** (solid freestanding sign) | |
| Basic Wind Speed | $V_{ult}$ = 115 MPH $V_{asd}$ = 90 MPH |
| Exposure Category | C |
| $A_s$ | 420 sf |
| Ultimate Wind Base Shears | |
| East/West | 14.5 K |
| North/South | 14.5 K |
| | |
| **Seismic Loading** | |
| Seismic Importance Factor, $I_e$ | 1.0 |
| Mapped Spectral Response Acceleration | |
| $S_S$ | 0.30 |
| $S_1$ | 0.06 |
| Site Class | D (default) |
| Spectral Response Coefficients | |
| $S_{DS}$ | 0.031 |
| $S_{D1}$ | 0.10 |
| Seismic Design Category | B |
| Basic Seismic Force Resisting System | Structural Steel System Not Specifically Detailed for Seismic Resistance |
| Response Modification Factor, R | 3.0 |
| Over-Strength Factor, $\Omega_o$ | 2.5 |
| Deflection Amplification Factor, $C_d$ | 3.0 |
| Seismic Response Coefficient, $C_s$ | 0.062 |
| Analysis Procedure Used | Equivalent Lateral Force |
| Ultimate Seismic Base Shears | |
| East/West | 3.0 K |
| North/South | 3.0 K |
| **Snow Loading** | (Notes 2,3,4,6) |
| Ground Snow Load, $P_g$ | 30 PSF |
| Minimum Flat Roof Snow Load, $P_f$ | 30 PSF |
| Importance Factor, $I_s$ | 1.0 |
| Terrain Category | B |
| Exposure Factor, $C_e$ | 1.0 |
| Thermal Factor, $C_t$ | 1.2 |
| Slope Factor, $C_s$ | 1.0 |
| **Live Loads and Superimposed Dead Loads** | (Notes 5,6) |
| Floor Dead Load | 15 psf |
| Floor Live Load | 100 psf |
| **Foundations** | |
| Structure is designed to be supported on a relatively flat surface with an allowable bearing capacity of 1.5 ksi (service level). Steel leveling plates are used to level the base framing. Prior to installation of vertical fins and central planting, wood dunnage shall be placed under steel framing to distribute dead and live loads to support surface. | |

NOTE:
The governing building code defines the applicable edition of referenced codes and standards. Where governing building code does not define referenced codes and standards, the latest edition shall be used.

**FOUNDATIONS**

GENERAL:

1. The foundations have been designed based on the design criteria and the Geotechnical Report referenced in the Structural Design Criteria section. Earthwork and foundation soil preparation shall be performed to provide soil properties meeting the design criteria.
2. The Geotechnical Engineer shall inspect and test soils, earthwork and foundations - see special inspection and quality assurance sections of the general notes. Prior to placing foundations and slabs-on-grade, obtain approval from the Geotechnical Engineer indicating earthwork and soil preparation has been performed adequately to conform to the foundation design criteria.
3. [Provide [X"] void form beneath all [pier caps, grade beams, and structural slabs at grade] per the Geotechnical Report.]
4. Bottom of exterior footings, grade beams, and walls shall bear below final exterior grade for frost protection - see structural design criteria section of the general notes.
5. Foundation walls or grade beams having earth placed on each side shall have both sides filled simultaneously to maintain a common elevation.
6. Contractor shall provide continuous site drainage by a mechanical method to control surface and underground water as required to maintain a dry working site.

**CAST-IN-PLACE CONCRETE**

GENERAL:

1. All concrete work shall conform to ACI318 and ACI 301 and tolerances shall conform to ACI 117 unless noted otherwise. Contractor shall keep a copy of these references on site at all times.
2. Concrete Compressive Strength – See "Concrete Mix Design Requirements" Table
3. Materials – See "Concrete Materials Designation" table

FORMING:

1. All formwork shall conform to Class B finish in accordance with ACI 117 unless noted otherwise by architectural drawings. Refer to architectural drawings for architectural finish concrete.
2. Comply with requirements of ACI 301 for removal of formowrk. At non-post tensioned concrete slabs, formwork shall remain in place a minimum of 7 days and until the concrete reaches the specified 28 day strength.

REINFORCING AND EMBEDDED ITEMS:

1. Provide standard hooks on bars terminating at a concrete face unless noted such as at edges of openings, slab edges, expansion joints, ends of beams, and ends of walls.
2. Splice bars with class B contact laps per the reinforcing contact lap splice length table, unless noted otherwise.
3. Unless noted, provide continuous reinforcing around corners and through construction joints, control joints, contraction joints, and joints between all abutting members. Provide epoxy coated reinforcing through construction joints at garage slabs and slabs exposed to de-icers.
4. Welding of reinforcing is prohibited, unless noted otherwise and shall conform to ASTM A706.

PLACING AND FINISHING:

1. Handling, placing, constructing, and curing shall conform to ACI 301 including placement of concrete in wet weather, cold weather, and hot weather.
2. Curing compounds should not be used on surfaces that are to receive additional concrete, paint, tile, or other material requiring a positive bond unless the contractor has demonstrated that the membrane can be satisfactorily removed before subsequent application is made, or the membrane dissipates or can serve satisfactorily as the base for the later application.
3. All concrete work shall be poured in-place unless noted otherwise.

## CONCRETE MIX DESIGN REQUIREMENTS

| Element | f'c (psi) | Cement Type | Max W/C | Max Agg | Air Content [1,2] | Slump [3] | Exposure Class |
|---|---|---|---|---|---|---|---|
| Footings | 4000, NW | I/II | - | 3/4" | - | 4" | F0,C0 S0,W0 |
| Grade beams, Tiebeams, Stem Walls | 4500, NW | I/II | 0.45 | 3/4" | 5 | 4" | F1,C0 S0,W0 |
| Other | 5000, NW | I/II | 0.45 | 3/4" | - | 4" | F0,C0 S0,W0 |

TABLE FOOTNOTES:

1. Minimum air content equals 5% if concrete is exposed to freezing temperature and moisture regardless of value indicated in table.
2. Tolerance on air content as delivered shall be +/- 1.5% for f'c <= 5000 psi, 1.0% for f'c>5000 psi
3. Slump tolerances as follows (ACI 117)
   Specified Slump not greater than 4" = +/- 1"
   Specified Slump more than 4" = +/- 1 1/2"
   Where Slump is specified as a range = No Tolerance
   See ACI 301 for slump of concrete before addition of plasticizers or high-range water reducing admixtures

GENERAL CONCRETE MIX NOTES:

1. Strength (f'c) is the 28 day compressive strength at 28 days unless noted otherwise or compressive strength at the specified age.
2. Concrete is normal weight concrete unless noted otherwise. Normal weight concrete (NW) shall have a dry density of 145 ± 5 pcf unless noted otherwise.
3. Required minimum average splitting tensile strength = 6.7*√(f'c) regardless of concrete density.
4. Mix designs shall be in accordance with ACI 301.
5. Exposure Class indicates the severity of the anticipated exposure of concrete members for each exposure indicated below according to ACI 318/ACI301.
   Freeze Thaw Exposure noted thus: F0,F1,F2,F3
   Water-Soluble Sulfate in Soil Exposure noted thus: S0,S1,S2,S3
   Permeability Requirements noted thus: W0,W1
   Corrosion Protection of Reinforcement noted thus: C0, C1, C2
   Refer to ACI 301/ACI 318 for specific requirements based on the exposure category indicated in the mix design table above
6. Corrosion Protection of Reinforcement requirements (C0,C1,C2):
   Maximum water-soluble chloride ion (CL-) content in concrete, by % weight of cement
   Reinforced Concrete: C0 = 1.0 C1 = 0.3 C2 = 0.15
   Prestressed Concrete: C0 = 0.06 C1 = 0.06 C2 = 0.06
7. Where concrete is exposed to F3 freeze thaw exposure, restrictions on maximum fly ash and/or other cementitious materials apply. Refer to Table 4.4.2 in ACI 318 for requirements

## REQUIRED CONCRETE COVER FOR NON-FIRE-RATED ASSEMBLIES

| Assembly | Cover (in) |
|---|---|
| Concrete cast against & permanently exposed to earth | 3 |
| Concrete Exposed to Earth or Weather | |
| #6-#18 | 2 |
| #5 and smaller | 1 1/2 |
| Concrete not Exposed to Earth or Weather | |
| Walls, slabs #11 and smaller | 3/4 |
| Columns, beams, girders | 1 1/2 |

## CONCRETE MATERIALS DESIGNATION

| Material | Standard |
|---|---|
| Portland Cement | ASTM C150, Type I or Type II |
| Fly Ash | ASTM C618, Class C or F |
| Aggregate | ASTM C33 |
| Water | Potable |
| Water Reducing Admixture | ASTM C494, Type A or Type D |
| High Range Water Reducing Admixture | ASTM C494, Type F or Type G |
| Accelerator Admixture | ASTM C494, Type C or Type E |
| Air Entraining Admixture | ASTM C260 |
| Curing Compound | ASTM C309, Type I, Class A |
| Reinforcing Bars | ASTM A615-grade 60 (Specified Yield Strength = 60ksi) |

NOTES:
1. Type III Portland cement may be used if acceptable to the Architect.

**STRUCTURAL STEEL**

GENERAL:

1. All structural steel work shall conform to AISC 360 and tolerances shall conform to AISC 303 unless noted otherwise. Contractor shall keep a copy of these references on site at all times.
2. Materials – See Steel Materials Table
3. Qualifications - Fabricator and Erector shall be experienced in fabrication and erection of projects of similar size and complexity.

SUBMITTALS:

1. Submittals shall conform to AISC 360.
2. Submittals for structural steel shall include erection drawings, shop drawings, and mill test reports.
3. Erection drawings shall include plan drawings at 1/8"=1'-0" minimum scale complete with sections, elevations, and details as required to properly erect the structural steel frame.
4. Shop drawings shall include piece drawings which indicate cuts, connections, camber, holes, welds and dimensions as required for fabrication of the members. Part drawings are not required to be submitted unless specifically requested.

BOLTS:

1. Where indicated on the drawings as slip critical and where oversized or long-slotted holes are utilized in shear, bolted joints shall be slip critical. Faying surfaces shall be prepared to meet the requirements of a Class A surface, and bolts shall be installed to the fully tensioned condition.
2. Where bolts are subject to non-static loading, are utilized to interconnect parts of a built up compression member, or all Group B fasteners loaded in tension shall be installed to the fully tensioned condition.
3. Bolts not subject to the requirements for slip critical connections and not required to be fully tensioned may be installed to the snug-tight condition.
4. A307 bolts may be used only where indicated.

WELDS:

1. Fillet Welds: Size as indicated, but not less than AISC minimum size.
2. Groove Welds: Full penetration unless noted otherwise.
3. Welds are continuous unless noted otherwise.

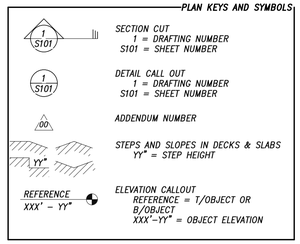
SHOP CLEANING AND PAINTING:

1. Uncoated Steel: All steel not specifically indicated as painted steel, steel to receive spray-on-fireproofing or to be galvanized, and faying surfaces of slip critical connections shall be uncoated. Prepare surface per SSPC-SP1.
2. Primed Steel: Steel indicated to painted, with no specific paint requirements stated, shall have the surface prepared per SSPC-SP2 minimum and receive one coat of fabricator's standard rust-inhibitive primer paint applied to a minimum dry-film thickness of 1 mil.
3. Galvanized Steel: Steel indicated to be galvanized shall be cleaned, prepared, and galvanized in accordance with ASTM A123. Repair minor defects, damaged areas, and welded joints in accordance with ASTM A780. Provide vent holes as required in tube members. Provide vent hole plugs at all vertically oriented tubes.
4. Other specified coatings: Where indicated on the drawings, provide specified coating system as indicated. Clean and prepare steel as required by the specification or coating manufacture.

ERECTION:

1. No final bolting or welding shall be performed until as much of the structure which will be stiffened thereby has been properly aligned.
2. Field correction of fabrication or other errors will be permitted only when approved by the EOR. Finish gas-cut sections in accordance with AWS D1.1.

PLAN KEYS AND SYMBOLS




KL&A
Engineers & Builders
1717 Washington Avenue, Suite 100
Golden, Colorado 80401
P: (303) 384 9910 F: (303) 384 9915
Buffalo, WY ○ Carbondale, CO ○ Golden, CO ○ Loveland, CO
© 2022 KL&A, INC

THE STRUCTURAL ENGINEERS SEAL ON THIS DRAWING INDICATES THAT THE INFORMATION SHOWN AND THE CALCULATIONS PERTAINING TO THAT INFORMATION HAVE BEEN PREPARED BY QUALIFIED PEOPLE UNDER THE DIRECTION OF THE ENGINEER-OF-RECORD. THE SEAL DOES NOT IMPLY RESPONSIBILITY FOR INFORMATION PREPARED BY OTHERS NOR FOR ANY INFORMATION NOT SHOWN ON THIS DRAWING AND SUCH RESPONSIBILITY IS SPECIFICALLY DISCLAIMED. ON PHASED PROJECTS, DRAWINGS THAT ARE ISSUED BUT NOT SEALED SHALL BE CONSIDERED TO BE PRELIMINARY IN NATURE AND ARE ISSUED FOR INFORMATION ONLY.

THESE DRAWINGS ARE TO BE USED IN CONJUNCTION WITH THE ARCHITECTURAL DRAWINGS ON THE PROJECT TO CLEARLY DEFINE ALL OF THE REQUIREMENTS FOR THE CONSTRUCTION. WHERE CONFLICTS OCCUR CONTACT ARCHITECT FOR CLARIFICATION.

**ISSUE:**
08.30.22 For Coordination

# Design Pavillion

Sheridan, WY

PROJECT NO: 20041
DRAWN BY: KCS
REVISIONS:

NEW SHEET = ○ REVISED DRAWING = ◑
NO MODIFICATIONS = ● SHEET DELETED = ⊠

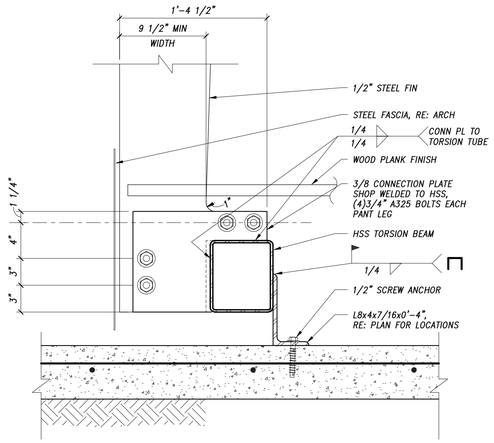
| SHEET NO. | SHEET NAME | ISSUE DATE AND TITLE: 08/30/2022 FOR CONSTRUCTION |
|---|---|---|
| S1 | GENERAL NOTES | ○ |
| S2 | STEEL PLAN AND DETAILS | ○ |
| S3 | PLAN AND SLAB DETAILS | ○ |

SHEET TITLE:

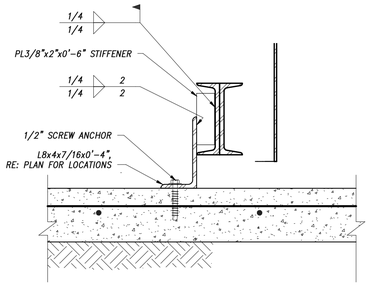
## GENERAL NOTES

S1

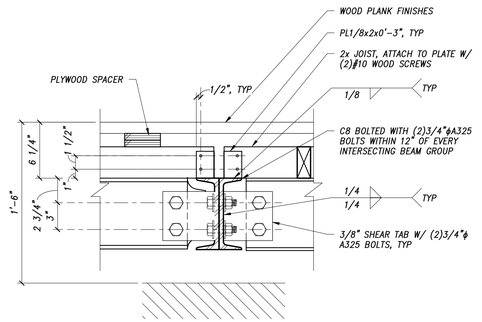
8/30/2022 1:32:14 PM



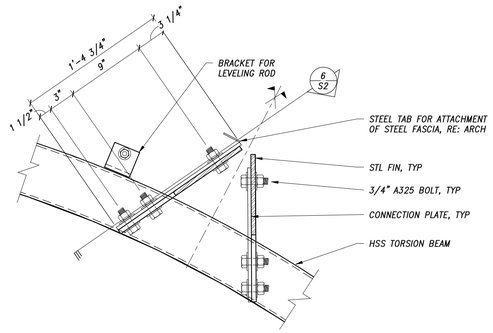

## 6 CONNECTION OF FIN TO TORSION BEAM
1 1/2" = 1'-0"



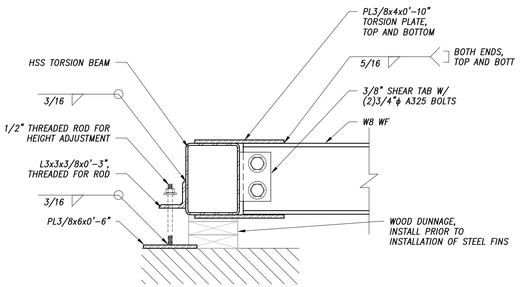

## 7 Detail
1 1/2" = 1'-0"



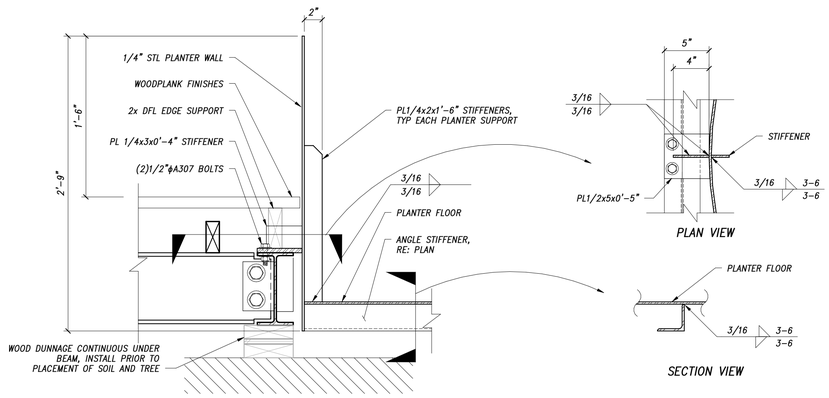

## 3 CHANNEL CONNECTION DETAIL
1 1/2" = 1'-0"



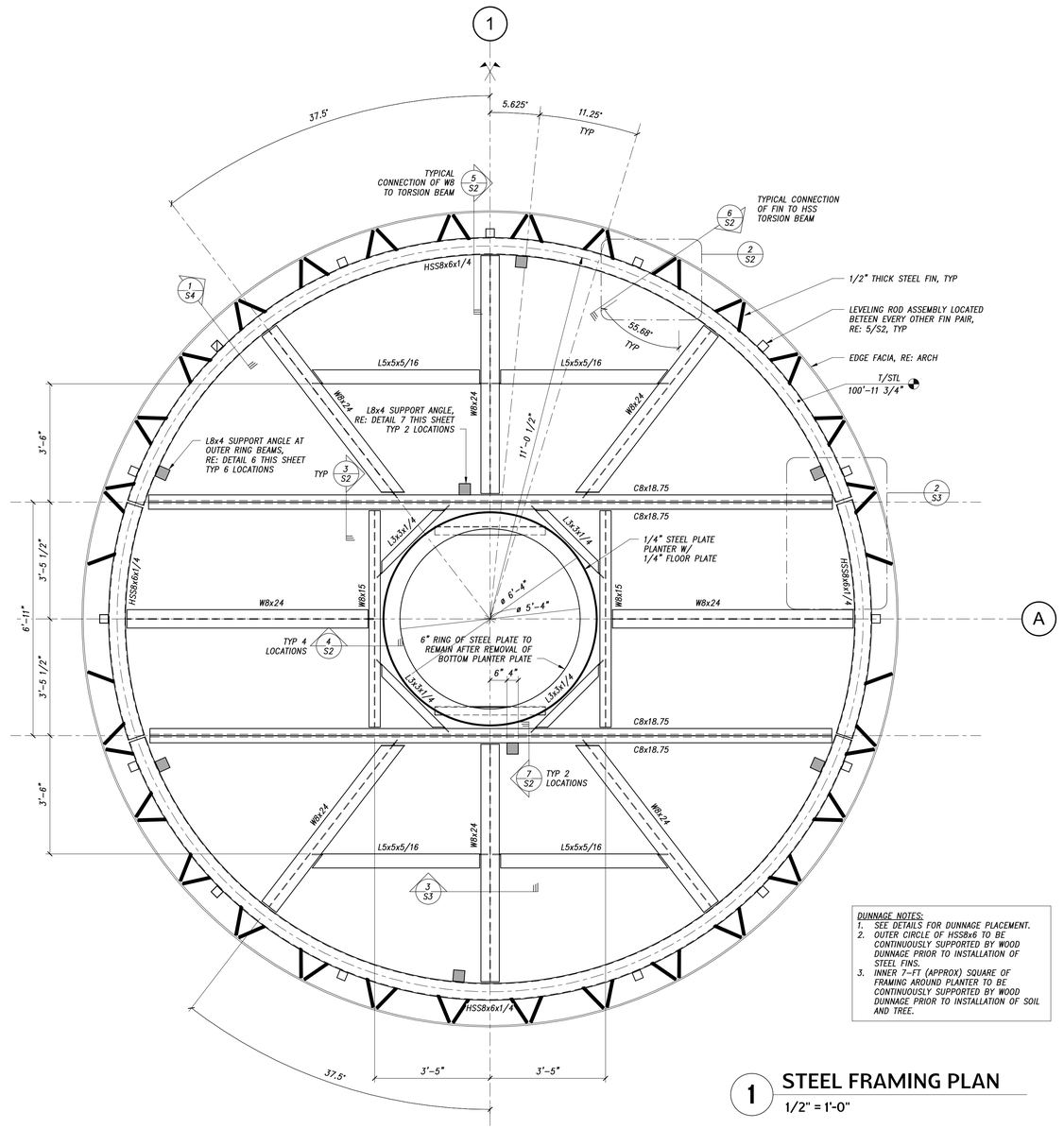

## 2 FIN BASE CONNECTION DETAIL
1 1/2" = 1'-0"




## 5 CONNECTION DETAIL
1 1/2" = 1'-0"




## 4 PLANTER SUPPORT DETAIL
1 1/2" = 1'-0"




DUNNAGE NOTES:
1. SEE DETAILS FOR DUNNAGE PLACEMENT.
2. OUTER CIRCLE OF HSS8x6 TO BE CONTINUOUSLY SUPPORTED BY WOOD DUNNAGE PRIOR TO INSTALLATION OF STEEL FINS.
3. INNER 7'-FT (APPROX) SQUARE OF FRAMING AROUND PLANTER TO BE CONTINUOUSLY SUPPORTED BY WOOD DUNNAGE PRIOR TO INSTALLATION OF SOIL AND TREE.

## 1 STEEL FRAMING PLAN
1/2" = 1'-0"

8/30/2022 1:32:15 PM

KL&A
Engineers & Builders
1717 Washington Avenue, Suite 100
Golden, Colorado 80401
P: (303) 384 9910 F: (303) 384 9915
Buffalo, WY ○ Carbondale, CO ○ Golden, CO ○ Loveland, CO
© 2022 KL&A, INC

THE STRUCTURAL ENGINEERS SEAL ON THIS DRAWING INDICATES THAT THE INFORMATION SHOWN AND THE CALCULATIONS PERTAINING TO THAT INFORMATION HAVE BEEN PREPARED BY QUALIFIED PEOPLE UNDER THE DIRECTION OF THE ENGINEER-OF-RECORD. THE SEAL DOES NOT IMPLY RESPONSIBILITY FOR INFORMATION PREPARED BY OTHERS NOR FOR ANY INFORMATION NOT SHOWN ON THIS DRAWING AND SUCH RESPONSIBILITY IS SPECIFICALLY DISCLAIMED. ON PHASED PROJECTS, DRAWINGS THAT ARE ISSUED BUT NOT SEALED SHALL BE CONSIDERED TO BE PRELIMINARY IN NATURE AND ARE ISSUED FOR INFORMATION ONLY.

THESE DRAWINGS ARE TO BE USED IN CONJUNCTION WITH THE ARCHITECTURAL DRAWINGS ON THE PROJECT TO CLEARLY DEFINE ALL OF THE REQUIREMENTS FOR THE CONSTRUCTION. WHERE CONFLICTS OCCUR CONTACT ARCHITECT FOR CLARIFICATION.

ISSUE:
08.30.22 For Coordination

# Design Pavillion

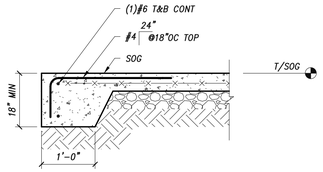
Sheridan, WY

PROJECT NO: 20041
DRAWN BY:
REVISIONS:

SHEET TITLE:

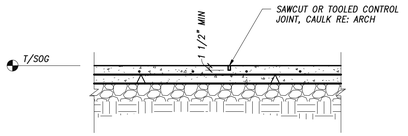
STEEL PLAN AND DETAILS

S2



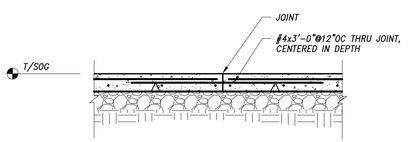

## 7 SLAB-ON-GRADE TURN DOWN

NTS




NOTES:
1. SAWCUT CONTROL JOINT WITHIN 8 HOURS (MAX) OF PLACEMENT OR USE TOOLED JOINT DURING FINISHING (CONTRACTOR'S OPTION)
2. PROVIDE CONTROL JOINTS AT 15 FT OC EACH WAY MAXIMUM SPACING, UNO. CONSTRUCTION JOINTS CAN REPLACE CONTROL JOINTS.

TYPICAL SOG CONTROL JOINT

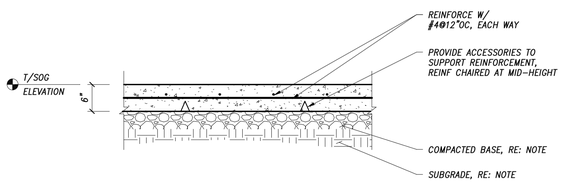



NOTES:
1. STOP REINF AT EACH SIDE OF CONSTRUCTION JOINT
2. PROVIDE CONTROL JOINTS AT 15 FT OC EACH WAY MAXIMUM SPACING, UNO. CONSTRUCTION JOINTS CAN REPLACE CONTROL JOINTS.

TYPICAL SOG CONSTRUCTION JOINT

## 6 TYPICAL SLAB-ON-GRADE JOINTING

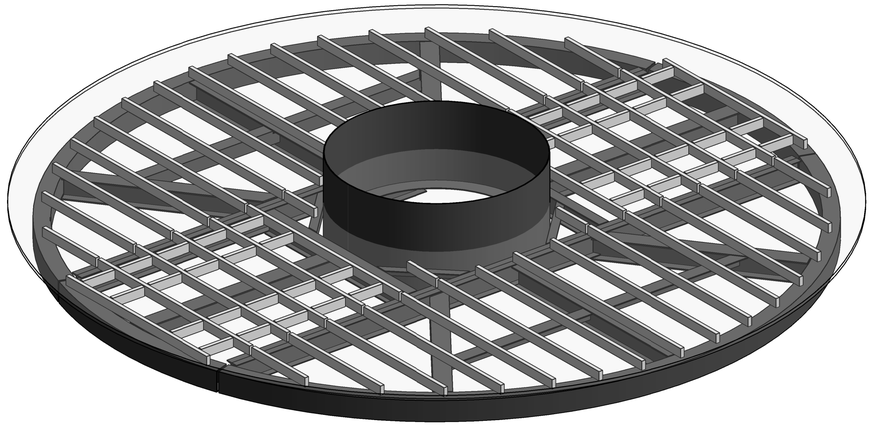
NTS



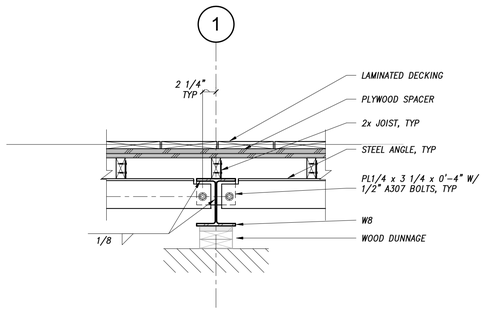

NOTES:
1. SOG SHALL BEAR ON SUITABLE SUBGRADE MATERIAL AS SPECIFIED BY THE GEOTECHNICAL ENGINEER.
2. PROVIDE MIN 4" FREE DRAINAGE COMPACTED BASE TYPICAL UNO BY GEOTECHNICAL ENGINEER.

## 5 TYPICAL SLAB-ON-GRADE

NTS

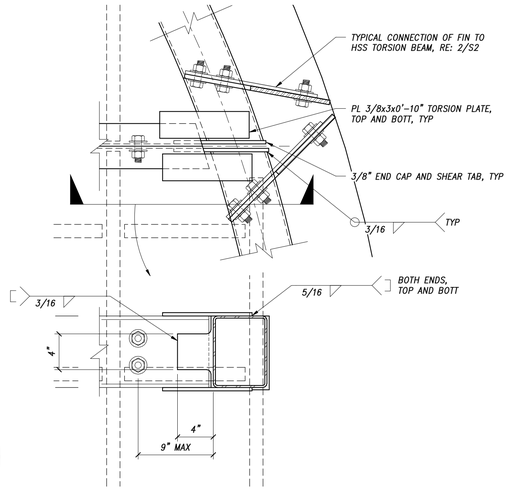


## 4 3D IMAGE FOR REFERENCE ONLY



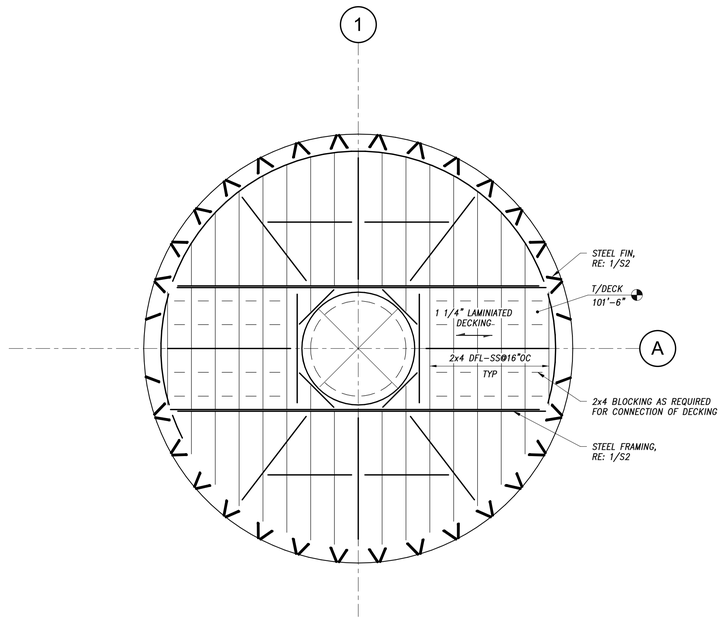

## 3 CONNECTION DETAIL

1" = 1'-0"




## 2 CONNECTION DETAIL

1 1/2" = 1'-0"




## 1 WOOD FRAMING PLAN

1/4" = 1'-0"

KL&A
Engineers & Builders
1717 Washington Avenue, Suite 100
Golden, Colorado 80401
P: (303) 384 9910 F: (303) 384 9915
Buffalo, WY ○ Carbondale, CO ○ Golden, CO ○ Loveland, CO

© 2022 KL&A, INC

THE STRUCTURAL ENGINEERS SEAL ON THIS DRAWING INDICATES THAT THE INFORMATION SHOWN AND THE CALCULATIONS PERTAINING TO THAT INFORMATION HAVE BEEN PREPARED BY QUALIFIED PEOPLE UNDER THE DIRECTION OF THE ENGINEER-OF-RECORD. THE SEAL DOES NOT IMPLY RESPONSIBILITY FOR INFORMATION PREPARED BY OTHERS NOR FOR ANY INFORMATION NOT SHOWN ON THIS DRAWING AND SUCH RESPONSIBILITY IS SPECIFICALLY DISCLAIMED. ON PHASED PROJECTS, DRAWINGS THAT ARE ISSUED BUT NOT SEALED SHALL BE CONSIDERED TO BE PRELIMINARY IN NATURE AND ARE ISSUED FOR INFORMATION ONLY.

THESE DRAWINGS ARE TO BE USED IN CONJUNCTION WITH THE ARCHITECTURAL DRAWINGS ON THE PROJECT TO CLEARLY DEFINE ALL OF THE REQUIREMENTS FOR THE CONSTRUCTION. WHERE CONFLICTS OCCUR CONTACT ARCHITECT FOR CLARIFICATION.

ISSUE:
08.30.22 For Coordination

# Design Pavillion

Sheridan, WY

PROJECT NO: 20041
DRAWN BY:
REVISIONS:

SHEET TITLE:

PLAN AND SLAB DETAILS

S3

8/30/2022 1:32:17 PM

# Pictures on the Sculpture in Time Square

MARRIOT
MARQUI
AMERICAN EAGLE OUTFITTERS
AE

AMERICAN EAGLE
OUTFITTERS
SIX

# 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 Resolution 54-22 and 55-22 Regarding Two Grant Applications to National Historical Publications & Records Commission for the Cemetery Historical Data Preservation Project - City Clerk Cecilia Good |
| From: | Cecilia Good, City Clerk |
| To: | Mayor and Council |
| CC: | City Administrator Stuart McRae |
| Date: | 09/26/2022 |

**Recommendation:**

Staff recommends that the Mayor and City Council approve Resolutions 54-22 and 55-22 in support of the application for two National Historical Publications and Records Grants.

**Background:**

The goal of this project is to ensure that the records for the Sheridan Municipal Cemetery are properly preserved and maintained. The Sheridan Municipal Cemetery was formed in 1890, and houses prominent individuals, families, and war veterans. The cemetery serves as a vital link between the past and the present. Currently, data in the cemetery system is woefully incomplete and has errors that cause confusion on the ownership or occupant of a cemetery plot. A primary responsibility of this project is to enter and clean the data in the city's information database. This will ensure that the information provided to the public is accurate and easily accessible. The city maintains a customer facing portal available to access on the City website that allows individuals to search for loved ones or conduct research on the cemetery. Oftentimes, a great deal of additional research needs to be completed by cemetery staff to find accurate ownership or occupant information; this research involves reviewing old maps, deeds, and internment records that are difficult to decipher and access in their current format. The completion of this project will allow individuals within the community and outside of the community to complete genealogy projects, view historical information, find a loved one, and interact with the history of the Sheridan, Wyoming community.

**Funding:**

Staff is requesting that the Mayor and City Council approve a 25% match for the two grants totaling $200,000. Staff is researching additional grant opportunities that would allow the City to use grant funding in order to cover the requisite $50,000 match.

Council will have an opportunity to consider the funding of this project during the FY24 budgeting process.

**Attachments**

Resolution 54-22 for the Cemetery Archival Project Grant Application

Resolution 55-22 for the Cemetery Archival Project Grant Application

Archival Grant Opportunity Summaries

**CITY OF SHERIDAN**
**RESOLUTION 54-22**

A RESOLUTION AUTHORIZING SUBMISSION OF A NATIONAL HISTORIC PUBLICATIONS AND RECORDS COMMISSION GRANT ON BEHALF OF THE GOVERNING BODY OF THE CITY OF SHERIDAN, WYOMING FOR THE PURPOSE OF SECURING CEMETERY HISTORICAL DATA AND PROVIDE PUBLIC TRANSPARENCY OF THAT DATA.

WHEREAS, the Governing Body for the City of Sheridan, Wyoming desires to participate in the National Historic Publications and Records Commission Grant Program to assist with funding this project; and

WHEAREAS, the current Sheridan Cemetery records are historically incomplete and do not ensure government accountability or transparency; and

WHEAREAS, researching and integrating old cemetery records into our software system will allow the public to have access to a more complete history of Sheridan and aid families in finding information; and

WHEREAS, the Sheridan City Municipal Cemetery provides a vital link to the past and present for our community;

THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN:
That a grant application be submitted to the National Historic Publications and Records Commission for opportunity number ARCHIVAL-202210 and that Cecilia Good, City Clerk for the City of Sheridan is hereby designated as the authorized representative of the City of Sheridan, Wyoming to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED this 3rd day of OCTOBER, 2022.

City of Sheridan

_____
Richard Bridger, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

**CITY OF SHERIDAN**
**RESOLUTION 55-22**

A RESOLUTION AUTHORIZING SUBMISSION OF A NATIONAL HISTORIC PUBLICATIONS AND RECORDS COMMISSION GRANT ON BEHALF OF THE GOVERNING BODY OF THE CITY OF SHERIDAN, WYOMING FOR THE PURPOSE OF MODERNIZING THE CEMETERY RECORDS.

WHEREAS, the Governing Body for the City of Sheridan, Wyoming desires to participate in the National Historic Publications and Records Commission Grant Program to assist with funding this project; and

WHEAREAS, the current Sheridan Cemetery records are stored in a software system that does not allow accurate mapping or GIS importing; and

WHEAREAS, an upgraded system will allow citizens and the City of Sheridan to better provide effective and efficient cemetery operations and future growth, as well as provide proper preservation and maintenance for cemetery records; and

WHEREAS, the Sheridan City Municipal Cemetery provides a vital link to the past and present for our community;

THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN:
That a grant application be submitted to the National Historic Publications and Records Commission for opportunity number ENGAGEMENT-202210 and that Cecilia Good, City Clerk for the City of Sheridan is hereby designated as the authorized representative of the City of Sheridan, Wyoming to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED this 3rd day of OCTOBER, 2022.

City of Sheridan

_____
Richard Bridger, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

**ARCHIVAL-202210**
**Archival Projects**
**National Archives and Records Administration**

## GENERAL INFORMATION

| | |
|---|---|
| **Document Type:** | Grants Notice |
| **Funding Opportunity Number:** | ARCHIVAL-202210 |
| **Funding Opportunity Title:** | Archival Projects |
| **Opportunity Category:** | Discretionary |
| **Opportunity Category Explanation:** | |
| **Funding Instrument Type:** | Grant |
| **Category of Funding Activity:** | Humanities (see "Cultural Affairs" in CFDA) |
| **Category Explanation:** | |
| **Expected Number of Awards:** | 10 |
| **CFDA Number(s):** | 89.003 -- National Historical Publications and Records Grants |
| **Cost Sharing or Matching Requirement:** | Yes |

| | |
|---|---|
| **Version:** | Synopsis 1 |
| **Posted Date:** | May 20, 2022 |
| **Last Updated Date:** | May 19, 2022 |
| **Original Closing Date for Applications:** | Oct 06, 2022 |
| **Current Closing Date for Applications:** | Oct 06, 2022 |
| **Archive Date:** | |
| **Estimated Total Program Funding:** | $1,000,000 |
| **Award Ceiling:** | $150,000 |
| **Award Floor:** | $1 |

## ELIGIBILITY

| | |
|---|---|
| **Eligible Applicants:** | Private institutions of higher education<br>City or township governments<br>Public and State controlled institutions of higher education<br>Native American tribal governments (Federally recognized)<br>State governments<br>County governments<br>Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education |
| **Additional Information on Eligibility:** | |

## ADDITIONAL INFORMATION

| | |
|---|---|
| **Agency Name:** | National Archives and Records Administration |
| **Description:** | The NHPRC seeks archival projects that will significantly improve online public discovery and use of historical records collections. We welcome projects that engage the public, expand civic education, and promote understanding of the nation's history, democracy, and culture from the founding era to the present day. The Commission encourages projects focused on collections of America's early legal records, such as the records of colonial, territorial, county, and early statehood and tribal proceedings that document the evolution of the nation's legal history.<br><br>Collections that center the voices and document the history of Black, Indigenous, and People of Color are especially welcome.<br><br>With the 250th anniversary of the Declaration of Independence approaching, the Commission is particularly interested in projects that promote discovery and access to collections that explore the ideals behind our nation's founding and the continuous debate over those ideals to the present day.<br><br>Projects, to preserve and process historical records, may:<br>? Convert existing description for online access<br>? Create new online finding aids to collections<br>? Digitize historical records collections and make them freely available online<br>All types of historical records are eligible, including documents, photographs, born-digital records, and analog audio and moving images.<br>The successful application will demonstrate the value of the informational contents of the collections to the understanding of United States democracy, history, and culture; will outline a project that addresses archival best practices for the work, and be appropriately staffed with archivists; will propose a budget that accomplishes the project in a cost-effective manner; and, will outline activities that bring researchers to the collections included in the project as well as the rest of the repository's holdings.<br>For a comprehensive list of Commission limitations on funding, please see: "What we do and do not fund".<br>Award Information<br>A grant is for one to two years and for up to $150,000. The Commission expects to make up to 10 grants in this category for a total of up to $1,000,000. The Commission requires that grant recipients acknowledge NHPRC grant assistance in all publicity, publications, and other products that result from its support.<br>Eligibility<br>Eligible applicants:<br>? Nonprofit organizations or institutions<br>? Colleges, universities, and other academic institutions<br>? State or local government agencies<br>? Federally-recognized or -acknowledged or state-recognized Native American tribes or groups<br>Projects must include at least one of the eligible activities described for this program. Applications must include all required elements (SF424, Narrative, NHPRC Budget form, and Supplemental Materials). Applications that do not meet one or both of these criteria will not be considered.<br>In order to ensure eligibility, applicants should first review the rules and regulations governing NHPRC grants under the Administering an NHPRC Grant section.<br>Cost Sharing<br>The total costs of a project are shared between the NHPRC and the applicant organization.<br>Cost sharing is required. The applicant's financial contribution may include both direct and indirect expenses, in-kind contributions, non-Federal third-party contributions, and any income earned directly by the project. NHPRC grant recipients are not permitted to use grant funds for indirect costs (as indicated in 2 CFR 2600.101). Indirect costs must be listed under the applicant's cost sharing contribution if they are included in the budget.<br>The Commission provides no more than 75 per cent of total project costs in the Archival Projects program. For example, a total project cost of $100,000 means the applicant institution can request up to $75,000 in NHPRC grant funds and must provide at least $25,000 in cost share.<br>Other Requirements<br>Applicant organizations must be registered in the System for Award Management (SAM) prior to submitting an application, maintain SAM registration throughout the application and award process, and include a valid DUNS number in their application. Details on SAM registration and requesting a DUNS number can be found at the System for Award Management website at https://sam.gov. Please refer to the User Guides section and the Grants Registrations PDF. |
| **Link to Additional Information:** | Link to full grant announcement, including additional requirements |
| **Grantor Contact Information:** | If you have difficulty accessing the full announcement electronically, please contact: |

Jeff de la Concepcion
Jeff.delaconcepcion@nara.gov

Management and Program Analyst

**ENGAGEMENT-202210**
**Public Engagement with Historical Records**
**National Archives and Records Administration**

## GENERAL INFORMATION

| | |
|---|---|
| **Document Type:** | Grants Notice |
| **Funding Opportunity Number:** | ENGAGEMENT-202210 |
| **Funding Opportunity Title:** | Public Engagement with Historical Records |
| **Opportunity Category:** | Discretionary |
| **Opportunity Category Explanation:** | |
| **Funding Instrument Type:** | Grant |
| **Category of Funding Activity:** | Humanities (see "Cultural Affairs" in CFDA) |
| **Category Explanation:** | |
| **Expected Number of Awards:** | 5 |
| **CFDA Number(s):** | 89.003 -- National Historical Publications and Records Grants |
| **Cost Sharing or Matching Requirement:** | Yes |

| | |
|---|---|
| **Version:** | Synopsis 1 |
| **Posted Date:** | May 20, 2022 |
| **Last Updated Date:** | May 20, 2022 |
| **Original Closing Date for Applications:** | Oct 06, 2022 |
| **Current Closing Date for Applications:** | Oct 06, 2022 |
| **Archive Date:** | |
| **Estimated Total Program Funding:** | $400,000 |
| **Award Ceiling:** | $150,000 |
| **Award Floor:** | $50,000 |

## ELIGIBILITY

| | |
|---|---|
| **Eligible Applicants:** | Public and State controlled institutions of higher education<br>County governments<br>Private institutions of higher education<br>State governments<br>City or township governments<br>Native American tribal governments (Federally recognized)<br>Nonprofits having a 501(c)(3) status with the IRS, other than institutions of higher education |
| **Additional Information on Eligibility:** | |

## ADDITIONAL INFORMATION

**Agency Name:** National Archives and Records Administration

**Description:**

The National Historical Publications and Records Commission seeks projects that encourage public engagement with historical records. The NHPRC is looking for collaborative projects that create models and technologies that other institutions can freely adopt, including the development of new tools that enable people to engage online. Collaborations should include archivists as part of the project team in addition to documentary editors, historians, educators, and/or people working in community-based organizations. Projects that focus on innovative methods to introduce primary source materials and how to use them in multiple locations also are more likely to create a competitive proposal.

Projects that center the voices and document the history of Black, Indigenous, and People of Color are especially welcome. In addition, with the 250th anniversary of the Declaration of Independence approaching, the Commission is interested in projects that promote discovery and access to collections that explore the ideals behind our nation's founding and the continuous debate over those ideals to the present day.

Projects should create and develop programs to engage people in the study and use of historical records for institutional, educational or personal reasons. For example, an applicant can:
? Enlist volunteer "citizen archivists" in projects to accelerate access to historical records, especially those online. This may include, but is not limited to, efforts to identify, tag, transcribe, annotate, or otherwise enhance digitized historical records.
? Develop educational or creative programs for K-12 students, undergraduate classes, or community members that encourage them to discover and use historical records already in repositories or that are collected as part of the project.
? Collect primary source material from people through public gatherings and sponsor discussions or websites about the results.
? Use historical records in workshops for artistic endeavors. This could include K-12 students, undergraduate classes, or community members. Examples include projects that encourage researching and writing life stories for performance; using record facsimiles in painting, sculpture, or audiovisual collages; or using text as lyrics for music or as music.
? Develop technologies that encourage the sharing of information about historical records.

For a comprehensive list of the Commission's limitations on funding, please see "What we do and do not fund". Applications that consist entirely of ineligible activities will not be considered.
Award Information
A grant normally is for one to three years. The Commission expects to make up to five grants of between $50,000 and $150,000. The total amount allocated for this program is up to $400,000. Grants begin no earlier than July 1, 2023.
The Commission requires that grant recipients acknowledge NHPRC grant assistance in all publications and other products that result from its support.
Eligibility
Eligible applicants:
? Nonprofit organizations or institutions
? Colleges, universities, and other academic institutions
? State or local government agencies
? Federally-recognized or -acknowledged or state-recognized Native American tribes or groups
Projects must include at least one of the eligible activities described for this program. Applications must include all required elements (SF424, Narrative, NHPRC Budget form, and Supplemental Materials). Applications that do not meet one or both of these criteria will not be considered.
In order to ensure eligibility, applicants should first review the rules and regulations governing NHPRC grants under the Administering an NHPRC Grant section.
Cost Sharing
The total costs of a project are shared between the NHPRC and the applicant organization.
Cost sharing is required. The applicant's financial contribution may include both direct and indirect expenses, in-kind contributions, non-Federal third-party contributions, and any income earned directly by the project. NHPRC grant recipients are not permitted to use grant funds for indirect costs (as indicated in 2 CFR 2600.101). Indirect costs must be listed under the applicant's cost sharing contribution if they are included in the budget.
The Commission provides no more than 75 per cent of total project costs in the Public Engagement with Historical Records category. For example, a total project cost of $100,000 means the applicant institution can request up to $75,000 in NHPRC grant funds and must provide at least $25,000 in cost share.

| | |
|---|---|
| | Other Requirements<br>Applicant organizations must be registered in the System for Award Management (SAM) prior to submitting an application, maintain SAM registration throughout the application and award process, and include a valid DUNS number in their application. Details on SAM registration and requesting a DUNS number can be found at the System for Award Management website at www.sam.gov. Please refer to the User Guides section and the Grants Registrations PDF. |
| **Link to Additional Information:** | Link to full grant announcement, including additional requirements |
| **Grantor Contact Information:** | If you have difficulty accessing the full announcement electronically, please contact:<br><br>Jeff de la Concepcion<br>Jeff.delaconcepcion@nara.gov<br><br>Management and Program Analyst |

# CITY OF SHERIDAN, WYOMING

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


***Planning***

## MEMORANDUM

| | |
|---|---|
| Project Name: | Continued Discussion on the Open Space Ordinance from the September 12 Study Session (See attached ordinance) - Community Development Director Wade Sanner |
| From: | Wade Sanner, Community Development Director |
| To: | Mayor and Council |
| CC: | |
| Date: | 09/26/2022 |

**Recommendation:**

See attached Ordinance

**Attachments**

Ordinance

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING OPEN SPACE DEFINITIONS WITHIN CITY ORDINANCE**

**WHEREAS,** the City of Sheridan Governing Body created a committee to review the open space definitions and application in the City Code; and

**WHEREAS**, the City of Sheridan Governing Body finds the following amendments to be in the best interests of the City.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SHERIDAN, WYOMING:

**The following Section of Appendix B Article 5 Section 507 pertaining to the appointment and removal of certain City officials shall be amended to read as follows:**

**507 Park Land and Open Space Dedication.**

**(A) Purpose**. In order to provide for the orderly development of public facilities in accordance with the Master Plan, due consideration shall be given by the subdivider to the dedication or reservation of suitable sites for schools, parks, playgrounds, public recreational areas or open spaces.

**(B) Definitions**.

*Payment Lieu* – Cash payments that may be required of the owner or developer as a substitute for the dedication of land or physical improvements.

*Open Space* – Land that is preserved or undeveloped, in order to protect and conserve resources and provide passive or active recreation. Open space can be owned or managed by both private and public entities, which may or may not have public access. Open space could include detention ponds, sensitive slopes, healthy forested lands, habitat conservation areas, and open grasslands. Open space is preserved in order to:

- Conserve and enhance natural or scenic resources.
- Protect and preserve stream corridors and floodplains.
- Protect and stabilize hillside slopes.
- Promote conservation of soils and wetlands.
- Enhance the impact of the natural environment to the abutting neighboring parks, forests, and wildlife preserves.
- Serve as trail corridors.

- Provide buffers from adjacent land uses.

*Park or Park Land* – Land that has been designated as a park pursuant to W.S. § 15-7-301 et. al. Parks shall be dedicated for public use and access available for active recreational, educational, cultural, or aesthetic uses. Parks contains natural vegetation and landscaping materials constructed facilities designed to serve the active recreational needs of the residents of the community. Parks could include the following: community parks, athletic fields, swimming pools, amphitheaters, multi-use courts, playground equipment, and gazebos.

**(C) Open Space Designation**

(1) Subject to the provisions herein, any subdivisions of lands within the City which are zoned for residential purposes, when such subdivision is classified as a Major Subdivision as defined in Section 111(E), shall provide for development of parks or open spaces by one of the methods listed below.

(a) A tract(s) of suitable park land or open space may be dedicated in accordance with the following table, computed as a percentage of the gross area of the subdivision:

| **Zone** | **Percentage Area** |
|---|---|
| R-1 | 8% |
| R-2 | 10% |
| R-3 | 17% |
| R-4 | 10% |

(2) Except as otherwise provided herein, the plats of all subdivisions of lands within the City which are zoned for commercial (B) or industrial (M) purposes are exempted from parkland or open space dedication. Provided, if 50% or more of the use is residential, the corresponding pertinent residential district parkland or open space requirements shall apply.

(a) Proposed open space or parkland shall be reviewed by the City Public Work's Director or delegated official. The City Public Work's Director or delegated official shall recommend to the Planning Commission and City Governing Body, respectively, whether the proposed open space meets the intent of this Article.

**(D) Payment in lieu**. Payment in lieu of dedication shall be made to a fund to be known as the Park Land Dedication Fund, which shall be used only for acquisition of park land or open space facilities, and/or park land or open space facilities improvements.

(1) A certified payment may be made at the time the subdivision final plat is approved, computed at the fair market value, or as established by the City Governing Body, of the land as of date of the submission of the final plat

**(E) Park or Open Space Dedication.** No open space shall be deemed a Park as defined by W.S. § 15-7-301 unless specifically designated as such by Resolution or adopted Final Plat of the Governing Body. Open space shall be maintained by the Developer or future Home Owners Association unless the Governing Body has specifically accepted the dedication of open space to the City by Resolution or per the Final Plat.

(1) Parks or Open Space shall be shown adequately on a sketch plat prior as part of the preliminary plat application. Sufficient information shall be given to allow the Planning Commission to make an informed decision as to whether the acceptance of such lands is in the best interest of the City, and whether the potential value of such lands as an integrated part of the City's Master Plan is of equal value to the park land which would otherwise be required.

(2) The Planning Commission's recommendation regarding the final plat shall be forwarded to the City Governing Body. The Governing Body may reject the proposed open space or parkland designation for failing meet the goals described in this Article.

**(F) Park Size**. Minimum park size shall be twenty thousand square feet with no dimension less than one hundred feet and the average dimension not less than one hundred forty feet. Area calculated shall begin at a point twenty feet from any building wall on adjoining property. Park areas shall be accessible from a public street meeting current improvement standards. Utilities in the above street or streets will be installed by the subdivider in the same manner as other streets in the subdivision and as approved by the City.

(1) Areas occupied by drainage channels, draws, cliffs, easements and land areas with grades in excess of six percent (6%) shall not be suitable for park land dedication. Such areas may be accepted in combination with suitable adjacent land provided the adjacent land area has a grade of six percent (6%) or less and a width of at least one hundred feet in its least dimension, and in all other respects complies with this article. In no case shall the unsuitable portion of the dedicated lands comprise more than fifty percent (50%) of the required park area.

**(G) Additional Dedications**. Where it is determined that a greater amount of land is required for parks or open spaces, or where it is determined that land is required for any other type of public facilities, the subdivider at the time of filing the final plat must offer to sell such additional lands to the City at fair market value within one year immediately following the recording of the final plat. If any of such additional lands have not been purchased by the City

within one year after the recording of the final plat, such lands may be subdivided by the subdivider in accordance with the requirements of this Ordinance, and the City shall waive any and all application and review fees for the subdivision.

**(H) Payment and Filing**. When final plat as filed it shall clearly show the amount and location of any park lands or open space. The amount of any certified payments due shall be included in the subdivider agreement.

**Appendix B Article 805.5 shall be amended to read as follows:**

**805.7 *Parks*/Open Space.**

(A) Required. Each PUD Master Plan shall provide for a minimum amount of *parks*/open space. A minimum of 20% of the gross area of the PUD shall be open space. At its discretion, City Governing Body may approve a decrease in the amount of required *parks*/open space when the PUD Master Plan addresses specific infill needs or includes unique design features or amenities that achieve an especially attractive and desirable development such as, but not limited to, terraces, sculptures, water features, or preservation and enhancement of unusual natural features. Public rights-of-way, except that provided solely for pedestrian pathways or trails, shall not count towards required open space.

(B) Access. *Park* and open space areas shall have direct access from public streets and shall be well buffered from moving vehicles.

(C) Park Dedication. No open space shall be deemed a Park as defined by W.S. § 15-7-301 unless specifically designated as such by Resolution or adopted PUD Master Plan by the Governing Body. Open space shall be maintained by the Developer or future Home Owners Association unless the Governing Body has specifically accepted the dedication of open space to the City by Resolution or per the PUD Master Plan.

**Appendix A. Article 9(C)(A) shall be amended to read:**

A. Purpose. To create a mixed use district that constitutes a natural social and economic part of the community and encourages development that preserves community character, natural space, and scenic vistas of gateway areas by requiring adequate *open space*, context sensitive design, and appropriate land use. The Gateway District may be applied to any land located along or near a major entrance into the City of Sheridan, primarily I-90, Main Street, 5th Street, Brundage Lane, Big Horn or Coffeen Avenue.

1. Park Dedication. No open space shall be deemed a Park as defined by W.S. § 15-7-301 unless specifically designated as such by Resolution or adopted Final Plat by the

Governing Body. Open space shall be maintained by the Developer or future Home Owners Association unless the Governing Body has specifically accepted the dedication of open space to the City by Resolution or per the Final Plat.

WHEREUPON, a motion was passed and this Ordinance and was declared adopted this _____ day of _____, 2022.

CITY OF SHERIDAN, WYOMING

Mayor

ATTEST:

City Clerk

FIRST READING: _____

SECOND READING: _____

THIRD READING: _____

PUBLISHED: _____

EFFECTIVE THE DAY OF , 2022.