AGENDA
CITY OF SHERIDAN
MAY 8, 2023
STUDY SESSION COUNCIL MEETING START 5:30 P.M.

1. Discussion of Annexation of County Islands - County Clerk Eda Schunk Thompson

2. Discussion of New Restaurant Liquor License Application from DC Hospitality, LLC - City Clerk Cecilia Good

3. Discussion of Resolution 22-23 Acceptance of WWDC Grant for the Design Portion of the NE Transmission Main Project - Assistant Utilities Director Jacob Martineau

4. Discussion of Bid Award to CMI-TECO in the amount of $138,207.00 for the purchase of One (1) Sanitation Roll-Off Refuse Truck - Assistant Utilities Director Jacob Martineau

5. Discussion of a Bid Award to Mountain View Building, Inc. for the Cell 10 Phase I Construction Project in the Amount of $2,737,680.00 - Assistant Utilities Director Jacob Martineau

6. Discussion of Award to Water & Environmental Technologies (WET) for the 2023 Hume Draw Watershed Assessment Project - Public Works Director Hanns Mercer

7. Discussion of PL-23-1, Ordinance 2267, Teal Springs Subdivision PUD Rezone 64.99 Acres from B-1 to a PUD - Public Works Director Hanns Mercer

8. Discussion of PL-23-12, Resolution 21-23, 307 Estates Subdivision - Public Works Director Hanns Mercer

9. Discussion of Reallocation of Direct Distribution Funds for the Purchase of Glock Pistols for the Police Department - Chief of Police Travis Koltiska

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 New Restaurant Liquor License Application from DC Hospitality, LLC - City Clerk Cecilia Good
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	City Administrator Stuart McRae
Date:	05/08/2023

Background:

See the attached application for a new Restaurant Liquor License.

Attachments

DC Hospitality LLC Restaurant Liquor License

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Mgr:		/ /

To be completed by City/County Clerk

Local License #: 2

License Fees
Annual Fee: $_____
Prorated Fee: $ 334.00
Transfer Fee: $ 0
Publishing Fee: $ 90.00

Date filed with clerk: 4 / 25 / 2023

Advertising Dates: (2 Weeks) 5/3/23 & 5/10/23

Hearing Date: 5 / 15 / 2023

Publishing Fee Direct Billed to Applicant: ☐

License Term: 5 / 16 / 2023 (Month / Day / Year) Through 12 / 31 / 2023 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: DC Hospitality, LLC

Trade/Business Name (dba): Olive

Building to be licensed/Building Address: 342 Whitney Ln. (Number & Street)
Sheridan (City) WY (State) 82801 (Zip) Sheridan (County)

Local Mailing Address: 342 Whitney Ln. (Number & Street or P.O. Box)
Sheridan (City) WY (State) 82801 (Zip)

Local Business Telephone Number: 817 271-4174 Fax Number: (____) _____

Business E-Mail Address: Olivewyo@gmail.com

FILING FOR
- ☒ NEW LICENSE
- ☐ TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)
- ☒ CITY OF: Sheridan
- ☐ COUNTY OF: _____

☐ TRANSFER OWNERSHIP ☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: _____

FILING AS (CHOOSE ONLY ONE)
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☒ ~~LLC~~
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☒ RESTAURANT LIQUOR LICENSE
- ☐ BAR AND GRILL LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE

LIMITED RETAIL LIQUOR LICENSE(CLUB)
- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY PERMIT
- ☐ WINERY PERMIT
- ☐ DISTILLERY SATELLITE PERMIT
- ☐ WINERY SATELLITE PERMIT
- ☐ COUNTY MALT BEVERAGE PERMIT
- ☐ SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS (CHOOSE ONLY ONE)

☐ GOLF CLUB ☐ GUEST RANCH ☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from Jan to Dec
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from Mon to Sun
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from 10am to 10 pm

CITY OF SHERIDAN, WYOMING
55 Grinnell Street
Sheridan Wyoming 82801
Email: cgood@sheridanwy.gov
Phone: 307-675-4214

LIQUOR LICENSE OPERATION PLAN

Name as it appears on license:	DC Hospitality, LLC
Common Name (doing business as):	
Street Address:	342 Whitney Ln. 82801
Phone #:	817-271-4174

Type of License (circle):

Retail	**Limited (Club)**	**Restaurant**	**Bar & Grill**	**Microbrewery**	**Satellite**	**Resort**

Hours of Operation

Our planned hours of operation are:

FRI-SUN

MONDAY-THURSDAY 4PM-9PM 10AM-10PM

Last call will be ~~9~~ 15 **minutes before closing and last service will be** 15 **minutes before closing.**

The premises will be operated as:

"Olive" - full-service restaurant.

Nature of Business:	**Regular Events:**	**Special Events:**	**Other:**
Bar	**Happy Hour**	**Competitions of Strength**	
Package Liquor	**Live Entertainment**	**Other Special Events**	
Restaurant			

(All outside events require a Malt Beverage or Catering Permit)

CITY OF SHERIDAN, WYOMING
55 Grinnell Street
Sheridan Wyoming 82801
Email: cgood@sheridanwy.gov
Phone: 307-675-4214

Security/ Crowd Control/ Capacity Limits

The Official Capacity limit for our business is:

96

In order to comply with our capacity limits, we shall:

only seat up to our capacity

We shall maintain peace and order in and around our business by:

Refusing service to unruly patrons.

Rules of the establishment shall be enforced by:

Management + owner, Dale Lynn

Alcohol Management

To comply with laws regarding alcoholic and malt beverages, including the use of eighteen (18) to twenty (20) year old servers in restaurants if applicable, our establishment will:

Check ID's for validity + age, Staff will be of age & and certified.

Dale Lynn — **Signature of License Holder**

4/23/23 — **Date**

Dale Lynn — **Printed Name**

CITY OF SHERIDAN, WYOMING

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

Utilities

MEMORANDUM

Project Name:	Discussion of Resolution 22-23 Acceptance of WWDC Grant for the Design Portion of the NE Transmission Main Project - Assistant Utilities Director Jacob Martineau
From:	Jacob Martineau, Assist Utilities Director
To:	Mayor and Council
CC:	City Administrator Stu McCrae
Date:	05/08/2023

Recommendation:

Staff recommends that the Mayor and City Council approve Resolution 22-23, authorizing the acceptance of a WWDC Grant for the NE Transmission Main. Staff also recommends that Dan Roberts, Utilities Director, is hereby designated as the authorized representative of the City of Sheridan, to act on behalf of the Governing Body on all matters relating to this application and grant acceptance.

Background:

In August 2022, City Council approved the submittal of an application to the Wyoming Water Development Commission (WWDC) for a Level III Construction Project for the NE Transmission Main Extension Project. In order to accept the partial funding granted by WWDC for pre-construction, as well as the signed agreement, WWDC is requesting a formal resolution. This project will satisfy a critical water supply need for NE Sheridan while providing redundancy and improving the water supply capacity of the overall water system.

Attachments

Resolution 22-23

Agreement

CITY OF SHERIDAN
RESOLUTION 22-23

A RESOLUTION AUTHORIZING THE PROJECT AGREEMENT FOR THE SHERIDAN NORTHEAST TRANSMISSION MAIN EXTENSION 2023 PROJECT WITH WYOMING WATER DEVELOPMENT COMMISSION AND ACCEPTANCE OF THE GRANT FUNDING.

WHEREAS, the parties to this Agreement are the State of Wyoming, acting by and through the Wyoming Water Development Commission (Commission) the agency authorized by law to enter into this Agreement and the City of Sheridan, Sheridan County, Wyoming. a duly organized municipality existing under the laws of that state (Sponser); and

WHEREAS, the purpose of this Agreement is to authorize the design and pre-construction operation of the Sheridan Northeast Transmission Main Extension 2023 Project (Project); describe the Project; specify terms for funding the Project; and provide for financing through the Commission from the Wyoming Water Development Account; and

WHEREAS, the Project consists of design and pre-construction of a water transmission pipeline and appurtenances necessary to make the Project function in the manner intended; and

WHEREAS, the final plans and specifications as prepared by a registered professional engineer selected by the Sponsor (Sponsor's Engineer) will further define the Project components; and

WHEREAS, this Agreement is effective when all parties have executed it (Effective Date) and the Term of Agreement is from the Effective Date until all provisions and conditions set forth herein have been fully satisfied; and

WHEREAS, a grant not to exceed Two Hundred Thirteen Thousand Sixty Dollars ($213,060.00), or sixty-seven percent (67%) of the Project development costs, whichever is less, shall be disbursed to the Sponsor according to the terms of this Agreement.

WHEREAS, the Sponsor is responsible for acquiring thirty-three percent (33%) of the Project funds from other sources; and

WHEREAS, this Resolution acknowledges the agreement with the Commission and accepts it.

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

(1) That the Sponsor acknowledges the agreement with the Commission and its pledge of 67% of the estimated project design and pre-construction funding not to exceed $213,060.00.

(2) That the Sponsor pledges $104,940 or 33% in funding from the City's Water Enterprise Fund.

(3) That Dan Roberts, Utilities Director, is hereby designated as the authorized representative of the City of Sheridan, to act on behalf of the Governing Body on all matters relating to this application.

PASSED, APPROVED AND ADOPTED this 15th day of May, 2023.

City of Sheridan

_____
Richard Bridger, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

PROJECT AGREEMENT
SHERIDAN NORTHEAST TRANSMISSION MAIN EXTENSION 2023
MSC No._____

1. **Parties.** The parties to this Agreement are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION (COMMISSION), the agency authorized by law to enter into this Agreement, whose address is: 6920 Yellowtail Road, Cheyenne, WY 82002 and the CITY OF SHERIDAN, Sheridan County, Wyoming, a duly organized municipality existing under the laws of that state (SPONSOR), whose address is: CITY OF SHERIDAN, P.O. Box 848, Sheridan, WY 82801.

2. **Purpose of Agreement.** The purpose of this Agreement is to authorize the design, construction, and operation of the Sheridan Northeast Transmission Main Extension 2023 Project (PROJECT); describe the PROJECT; specify terms for funding the PROJECT; and provide for financing through the COMMISSION from the Wyoming Water Development Account. The PROJECT consists of the following components:

   A. Design and pre-construction of water transmission pipelines; and

   B. Appurtenances necessary to make the PROJECT function in the manner intended.

   The final plans and specifications as prepared by a registered professional engineer selected by the SPONSOR (SPONSOR'S ENGINEER) will further define the PROJECT components.

3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Term of the Agreement is from the Effective Date until all provisions and conditions set forth herein have been fully satisfied.

4. **Special Provisions.**

   A. A sum not to exceed TWO HUNDRED THIRTEEN THOUSAND SIXTY DOLLARS ($213,060.00) which will be a grant of not more than TWO HUNDRED THIRTEEN THOUSAND SIXTY DOLLARS ($213,060.00) or sixty-seven percent (67%) of the actual development costs, whichever is less, shall be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring thirty-three percent (33%) of the PROJECT funds from other sources.

   B. Prior to the release of funds under this Agreement, the SPONSOR shall submit to the COMMISSION a copy of a resolution approved by the city council authorizing participation in this PROJECT and accepting the financing package.

C. Funds disbursed under the terms of this Agreement may only be used, upon approval by the COMMISSION in its sole and absolute discretion, to defray construction costs identified in the final plans and specifications or authorized by approved change orders; to pay for design and construction engineering services authorized by the approved contract between the SPONSOR and the SPONSOR'S ENGINEER; to pay for consultants, permits, easements, or land essential to construction of the PROJECT; and to meet necessary and reasonable PROJECT expenses or costs not directly identified above which have been granted prior written approval by the COMMISSION. Requests for prior approval of necessary and reasonable PROJECT expenses must be accompanied by proposals describing the work, acquisition, or other expense, and detailed estimates of the cost.

D. As conditions for disbursing funds to the SPONSOR, the SPONSOR shall, in addition to any conditions identified above:

1. Provide to the COMMISSION for prior examination of, and concurrence with, all contracts to be executed by the SPONSOR for all work contemplated by this Agreement and any changes or work orders for items not covered in the construction contract documents. The SPONSOR shall not execute any agreements or incur any PROJECT costs until this Agreement is fully executed and returned to the COMMISSION.

2. Provide to the COMMISSION for examination and concurrence with all plans and specifications prepared and any bids received prior to bidding and PROJECT award.

3. Cause the SPONSOR'S ENGINEER to hold progress review meetings at the ten percent (10%), fifty percent (50%), and ninety percent (90%) levels of completion of the PROJECT plans.

4. Comply with all applicable State statutes regarding contractor retainage accounts.

5. Provide to the COMMISSION a summary of bids received by the SPONSOR'S ENGINEER.

6. Communicate to the COMMISSION all information on all aspects of the PROJECT and cause the SPONSOR'S ENGINEER to submit or make available for inspection, such reports on the progress of the work and on the results of tests of materials and workmanship requested by the COMMISSION.

7. Provide to the COMMISSION for prior review the qualifications of the engineering or consulting firm proposed by the SPONSOR to design,

inspect and monitor construction of the PROJECT. Said review shall include, but not be limited to, supervisory position assignments. The COMMISSION may review any changes to engineering or consulting firm personnel assigned to the PROJECT.

8. Prior to incurring any cost increases to the PROJECT, submit all proposed cost increases to the COMMISSION for review and written concurrence. The SPONSOR shall execute an amendment or change order for all changes to the engineer or contractor's contracts.

9. Do not proceed from the fifty percent (50%) design to the ninety percent (90%) design until all easements are executed unless written approval is provided by the COMMISSION. If the SPONSOR moves past the fifty percent (50%) design without COMMISSION concurrence, and design changes are required, the SPONSOR shall be responsible for all costs associated with the re-design efforts. Provide copies of all executed easement agreements to the COMMISSION.

E. The SPONSOR shall submit to the COMMISSION all plans, specifications, and construction budgets. The COMMISSION shall have a reasonable time from the date of receipt of said plans, specifications, and budgets to examine them and submit comments. If the COMMISSION determines that it is reasonable to expect that the proposed PROJECT cannot be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing and the SPONSOR shall have a reasonable time within which to: 1) provide such information as may be required by the COMMISSION, or to make such authorized alterations to the proposed PROJECT as are agreed upon by the parties and as are necessary to provide the COMMISSION with a reasonable expectation that the PROJECT may be constructed with the funds available, or 2) terminate the PROJECT.

F. Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.

G. Prior to advertising the PROJECT for bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its advertisement for bids unless the COMMISSION has received the submissions required under this section, which may include but not necessarily be limited to:

1. Right-of-way and option agreements;

2. Easements on public lands, if required;

3. Environmental assessments;

4. Section 401, Clean Water Act, Certification;

5. Section 404, Clean Water Act, Permit;

6. DEQ Permit to Construct;

7. Compliance with Governor's Executive Order 2019-3 Greater Sage Grouse Core Area Protection Strategy;

8. Final Plans and Specifications approval by State Engineer;

9. Incidental work required to prepare the PROJECT for construction; and

10. Approval by the COMMISSION of final plans, specifications, and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (1) through (9) above.

H. The SPONSOR shall not issue its advertisement for bids unless the COMMISSION has received the following:

1. An attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the COMMISSION that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the PROJECT have been secured and recorded; and

2. The SPONSOR's proposed advertisement for bids from SPONSOR'S ENGINEER, including the rules and standards to be used to establish the qualification of bidders, to determine whether submitted bids are responsive to the advertisement for bids, to determine whether bidders are qualified for the preference under Wyo. Stat. § 16-6-101, *et seq.*, and to determine the lowest responsible bid.

I. The SPONSOR shall not issue an award of the bid or any conditional award of the bid without the review and written concurrence of the COMMISSION.

J. The COMMISSION shall disburse funds on the basis of requests from the SPONSOR. The SPONSOR or its designated representative shall certify all

requests for the disbursement of funds and provide material invoices or other acceptable evidence of mature obligations, which may include periodic construction pay estimates approved by the SPONSOR'S ENGINEER. Upon review and approval by the COMMISSION, requests will be processed and disbursements will be electronically transferred to the SPONSOR or delivered to the representative of the SPONSOR designated as being responsible for receiving disbursements from the COMMISSION. Funds released to the SPONSOR shall be received and accounted for separately from all other funds of the SPONSOR.

K. Sixty-seven percent (67%) of each eligible billing request received by the COMMISSION authorized under the terms of this Agreement must be paid from grant funds. Payments made by the COMMISSION shall be coordinated with the SPONSOR and other funding sources so that the final grant amount provided by the COMMISSION shall not exceed sixty-seven percent (67%) of total eligible PROJECT costs. The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION.

L. The SPONSOR shall use funds disbursed by the COMMISSION immediately upon receipt strictly in accordance with the requests for payment submitted by the SPONSOR and approved by the COMMISSION. If at any time after execution of this Agreement and before five (5) years after the date of final payment to the SPONSOR, the COMMISSION requests an audit of funds disbursed, the SPONSOR shall submit to and cooperate with the audit conducted by duly authorized representatives of the COMMISSION.

M. Disbursement of funds for final payment to a contractor will be made following an inspection of the completed PROJECT by the COMMISSION and upon inspection and certification of completion by the SPONSOR'S ENGINEER. Prior to final disbursement of funds, the SPONSOR shall furnish the COMMISSION proof in affidavit form that all claims, liens, or other obligations for the PROJECT have been properly paid and settled or will be paid and settled from the final disbursement. Further, the SPONSOR shall have published notice of completion and final settlement in a newspaper allowing forty (40) days for parties to present claims for payment due prior to the date of final payment, according to law.

N. The SPONSOR shall provide the COMMISSION with a certified copy of the as-constructed PROJECT plans and a copy of the operation and maintenance manual.

O. Representatives of the COMMISSION shall have the right of ingress and egress to enter upon the premises at any time, along established easements, for the purpose of inspection during construction of the PROJECT described in this Agreement, and during the term of the economic life of the PROJECT. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.

P. The SPONSOR shall complete the PROJECT and shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering practices. The SPONSOR shall be responsible for all costs, including labor, for all operation, maintenance and repairs. In addition, the SPONSOR shall complete the PROJECT no later than the reversion date of July 1, 2028, and shall have settled all claims and paid all PROJECT expenses by that date. The COMMISSION shall not pay any funds to the SPONSOR after the reversion date specified, and the SPONSOR shall be solely responsible for payment of any expenses incurred or claims received after said date.

Q. The grant is subject to the following conditions regarding management of the completed PROJECT, restrictions on the sale of water, and restrictions on the sale of the PROJECT:

1. Without prior written approval of the COMMISSION and either the State Engineer or Board of Control, there shall be no lease, sale, assignment or transfer of ownership of water from the PROJECT for purposes other than the SPONSOR's purpose defined in the authorizing legislation use as determined by the COMMISSION in its sole and absolute discretion. If such a transaction is approved, the SPONSOR shall receive thirty-three percent (33%) of the revenues generated by the lease, sale, assignment, or transfer of ownership of water from the PROJECT for purposes other than the purpose defined in authorizing legislation use and the State of Wyoming shall receive sixty-seven percent (67%) of the revenues generated by the lease, sale, assignment or transfer of ownership of water from the PROJECT. If the SPONSOR has any pre-existing contracts or commitments for the sale of water which might apply to these conditions, the SPONSOR shall submit evidence of such commitments to the COMMISSION within ten (10) days of the execution of this Agreement for review and declaration of exemption.

2. There shall be no lease, sale, assignment or transfer of ownership of the PROJECT without prior written approval of the COMMISSION. If this condition is met, the SPONSOR shall receive thirty-three percent (33%) and the State of Wyoming shall receive sixty-seven percent (67%) of the revenues generated by the lease, sale, assignment or transfer of ownership of the PROJECT. Before the SPONSOR may lease, sell, assign or transfer ownership of the PROJECT, the State of Wyoming shall be given a one (1) year first right of refusal option to purchase the SPONSOR's interest in the PROJECT for an amount equal to the principal, interest, maintenance and replacement costs incurred by the SPONSOR at the date the option is exercised.

3. The SPONSOR may purchase the position of the State of Wyoming, as described in subsections (1) and (2) of this Section, for the amount of the grant described in Section 4.A. of this Agreement plus the interest that would have accrued on the grant amount in the Water Development Account from the date the PROJECT was substantially completed as defined by the COMMISSION. The State Auditor shall determine the interest that would have accrued on the grant amount.

R. If through any cause, either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party breaches any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR shall immediately repay the full amount of all grant funds actually expended plus interest as established by the State Auditor in an amount equal to the interest that would have accrued on the expended grant funds in the Water Development Account from the date of expenditure.

S. Notwithstanding the above, the SPONSOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SPONSOR, and the COMMISSION may withhold any payments to the SPONSOR for the purposes of set off until such time as the exact amount of damages due the COMMISSION from the SPONSOR is determined. In the event of default or the SPONSOR's negligent or intentional failure to complete the PROJECT, the COMMISSION shall have the right of set off against any State of Wyoming accounts or sources of funding designated for use by, or on behalf of the SPONSOR for the full amount owed to the COMMISSION pursuant to this Agreement.

5. 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 SPONSOR shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the COMMISSION.

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

E. **Availability of Funds.** Each payment obligation of the COMMISSION 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 the COMMISSION at the end of the period for which the funds are available. The COMMISSION shall notify the SPONSOR at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

F. **Compliance with Laws.** The SPONSOR shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement, including but not limited to laws and regulations governing assessment processes, public bidding, public works and contractor retainage. The SPONSOR shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.

G. **Entirety of Agreement.** This Agreement, consisting of page number (11) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

H. **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.

I. **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.

J. **Independent Contractor.** The SPONSOR 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 SPONSOR shall be free from control or direction over the details of the performance of services under this Agreement. The SPONSOR shall assume sole responsibility for any debts or liabilities that may be incurred by the SPONSOR 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 SPONSOR or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the COMMISSION or to incur any obligation of any kind on behalf of the State of Wyoming or the COMMISSION. The SPONSOR 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 SPONSOR or the SPONSOR's agents or employees as a result of this Agreement.

K. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

L. **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, and approved as to form by the Office of the Attorney General.

M. **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.

N. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the COMMISSION expressly reserve sovereign immunity by entering into this Agreement and the SPONSOR expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns 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.

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

P. **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.

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

R. **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.

S. **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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

6. **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.

WYOMING WATER DEVELOPMENT COMMISSION

Chairman — Date: 3-15-23

Secretary — Date: 3-15-23

CITY OF SHERIDAN

Richard Bridger, Mayor — Date

Cecilia Good, Clerk — Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Megan Pope, Senior Assistant Attorney General — Date: 3/7/23

CITY OF SHERIDAN, WYOMING

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

Utilities

MEMORANDUM

Project Name:	Discussion of Bid Award to CMI-TECO in the amount of $138,207.00 for the purchase of One (1) Sanitation Roll-Off Refuse Truck - Assistant Utilities Director Jacob Martineau
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	City Administrator Stu McRae
Date:	05/08/2023

Recommendation:

Staff recommends that the Mayor and City Council award a bid to CMI-TECO, in the amount of $138,207.00 for a Roll-Off Truck for the Solid Waste Recycling Division.

Background:

The City has a fleet replacement plan which identifies a schedule and projected cost for replacing each of its vehicles on a prescribed basis. Some of the main criteria which establish a vehicle's schedule for replacement are utilization (mechanical hours of use), mileage, age and cost of maintenance. The main goal of the plan is to provide City operations with a dependable fleet of vehicles and equipment at the lowest "cost to own" for the City. For the Solid Waste Division, the current 2007 Roll-Off Truck is slated to be replaced during FY23 in accordance with the Vehicle (Fleet) Replacement Plan.

Discussion:

In an effort to purchase the Roll-Off Truck, the Solid Waste Division solicited bids via the Sourcewell Cooperative Purchasing process. Bid pricing was solicited and received from Sourcewell vendors in compliance with Wyoming State Statutes for competitive bidding. Through the process, the City received one Sourcewell bid and one bid outside of the Sourcewell Cooperative process which could not be considered as it's not compliant with solicitation requirements as per Wyoming State Statute.

Funding:

Vendor	Bid	Budget/Account
CMI-TECO, Casper, WY	**$138,207**	**$173,000 (Act: 52832.7600)**

CMI-TECO of Casper Wyoming is a responsive, responsible bidder, as established by Sourcewell, with a bid that's well within our $173,000 budget appropriated for this truck purchase. As such, CMI-TECO is recommended for a bid award by the City Council.

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
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Public Works

MEMORANDUM

Project Name:	Discussion of a Bid Award to Mountain View Building, Inc. for the Cell 10 Phase I Construction Project in the Amount of $2,737,680.00 - Assistant Utilities Director Jacob Martineau
From:	Hanns Mercer, Public Works Director
To:	Mayor and Council
CC:	City Administrator Stu McRae
Date:	05/08/2023

Recommendation:

Staff recommends that the Mayor and City Council award a bid to Mountain View Building, Inc., in the amount of $2,737,680.00 for the Cell 10 Phase I Construction.

Background:

Sheridan is currently disposing of its municipal solid waste within Cell 9 which will reach the end of its disposal life in 2024. For many years, the City staff has been planning and preparing for the construction of our community's next solid waste disposal site. This disposal site, or cell, has been identified within our current landfill boundary and has been commonly referred to as Cell 10. There are 4 phases of Cell 10 that are planned to be developed for our community's waste disposal over the next 56 years. In order to be ready to dispose of waste in Cell 10, Phase 1 (Project) upon the completion of Cell 9 disposal in 2024, the City sought and was granted a Clean Water State Revolving Fund (CWSRF) Loan in the amount of $4,115,000. This loan was sought to cover the cost of bidding, construction, and construction administration services.

Discussion:

Upon completion of the Project design and permitting approval from Wyoming Department of Environmental Quality (WDEQ), the City solicited bids for the Project construction of Phase I. The City advertised bid solicitations on March 24, 2023; April 1, 2023, and April 10, 2023. Bids were due to be received no later than April 25th, 2023 at 9:30am. At that time, bids were opened and read aloud in the Council Chambers on the 3rd Floor of City Hall. The Base bid includes cell construction which consists of earthwork, installation of a composite geosynthetic base liner system, a leachate collection and discharge system, and associated electrical work.

The bids received are as follows:

Mountain View Building Inc.	$2,737,680
Earthworks	$4,484,976
Oftedal Construction, Inc.	$4,564,403
Barnum Inc.	$3,324,684

The bid of Mountain View Building Inc.(MVB) has been reviewed and confirmed by Burns & McDonnell , our project consultant, and is recommended for a bid award by the City Council.

Funding:

The cost of this project, based on the current CWSRF loan of $4,115,000, is reflective of the recently completed Financial Plan and Rate Study for the Solid Waste Fund.

The repayment of the loan will come from landfill rate revenues.

This project is also serving as a remedy for the remediation of Landfill Cells T1-T6 which are old, unlined waste disposal cells located at the eastern boundary of the landfill. The solution to remediate these cells from no longer impacting groundwater, is to excavate the waste and place it within the new Cell 10 (a lined cell). Because of this, Cell 10 is considered a remedy solution under the Landfill Remediation Program eligible for 75% funding through Wyoming's Remediation Program administered by the Wyoming Department of Environmental Quality (WDEQ). Study and investigation has discovered that the volume of waste to be excavated in Cells T1-T6 will take up approximately 40% to 50% of the new Cell 10. WDEQ will pay for 75% of the project supporting the remediation of Cells T1-T6. This means 75% of 50% (calculated to 37.5%) of the project costs, or $1,026,630, will be paid by WDEQ under the Wyoming Remediation Program.

In the end, the City's final loan amount will end up being approximately 50% less than what has been approved.

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 Award to Water & Environmental Technologies (WET) for the 2023 Hume Draw Watershed Assessment Project - Public Works Director Hanns Mercer
From:	Hanns Mercer, Public Works Director
To:	Mayor and Council
CC:	
Date:	03/21/2023

Recommendation:

City staff recommends that the Mayor and City Council award the Hume Draw Watershed Assessment Project to Water & Environmental Technologies.
Staff requests that Mayor and City Council authorize the Public Works Director, Hanns Mercer, to act on behalf of the Council and Mayor on all matters related to this project.

Background:

The Hume Draw is part of the Goose Creek watershed within the City of Sheridan, and includes the associated ponds and connector streams upstream from the confluence with Goose Creek.
The project area is bounded by Goose Creek, W. 8th Street, W. 5th Street, and Mydland Road, and also includes the Rotary Park pond at the Sheridan County Fairgrounds and the Alliance Lateral Ditch just north of the Alternate Elder Living on Shirley Cove.
The Hume Draw area, associated ponds, and connector streams are being inundated with algae, sediment, and invasive species that negatively impact the water quality of Goose Creek. Additionally, some of the dams and associated control structures are in disrepair and overgrown with vegetation.

Discussion:

The objective of this project is to develop a Master Improvement Plan for approximately 2.0 miles of stream and associated ponds and wetlands in the project area. The detailed plan will describe the current condition, outline functionality, explore water quality and quality concerns, and propose alternatives for improvement. These improvements may include but are not limited to removing, enlarging, improving and/or modifying some of the existing ponds and dams; developing wetlands; treating invasive species; and other habitat enhancements.

The proposed scope of work includes:

- Gather existing studies/information, collect additional data, and perform necessary modeling.
- Develop an improvement plan for the project area that includes a description of the existing conditions and outlines proposed alternatives along with a preliminary cost estimate for the proposed improvements.
- Locate and perform an assessment of all dams/control structures, pipes, valves, etc. and develop an operation and maintenance (O&M) plan.
- Public involvement as needed.
- Coordination with the U.S. Army Corps of Engineers and other agencies as needed.
- A final Master Improvement Plan report and O&M plan by April 2024.

Funding:
This project is funded with a $35K grant from DEQ and $13.5K from Direct Distribution.

Attachments

Signed Agreement
Exhibit

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CONTRACT FOR SERVICES BETWEEN SHERIDAN COUNTY CONSERVATION DISTRICT AND THE CITY OF SHERIDAN

1. **Parties**. The parties to this Contract are the Sheridan County Conservation District, 1949 Sugarland Dr., Suite 102, Sheridan, WY 82801 [District] and the City of Sheridan, 55 Grinnell Plaza, Sheridan, WY 82801 [City].

2. **Purpose of Contract**. The purpose of this Contract is to set forth the terms and conditions under which the District shall reimburse the City to complete the Hume Draw Watershed Assessment Project, hereinafter called the "Project."

3. **Term of Contract and Required Approvals**. This Contract is effective when all parties have executed it and all required approvals have been granted [Effective Date]. The term of the Contract is through June 30, 2024. All services shall be completed during this term. There is no right or expectation of renewal and any renewal will be determined at the discretion of the District.

4. **Payment.** The District agrees to pay the City for services described in Section 5 below. The total payment under this Contract shall be in the amount not to exceed Thirty-five thousand ($35,000.00). Payment shall be made to City who will contract for services for the project.

5. **Responsibilities of City.** City agrees to:

A. Engage and oversee consultant/professional services to complete the assessment as detailed in Exhibit A of this agreement.

B. Provide minimum quarterly reimbursement request with consultant invoices and documentation to the District. The City will make payments directly to the consultant/service providers. Upon completion of the project, and no later than June 30, 2024 the City will provide the final reimbursement request and associated documentation.

C. Provide minimum quarterly match documentation for City expenses related to the project, which may include staff hours, meeting room reservations, and other items associated with carrying out the project.

6. **Responsibilities of District**. The District agrees to:

A. Reimburse the City, upon receipt and approval of invoices and associated work products and upon the approval of the Wyoming Department of Environmental Quality (WDEQ), a sum not to exceed Thirty-Five Thousand ($35,000.00) for the services of qualified consultant/service provider. Reimbursements may take up to 90 days based on WDEQ processing.

B. Monitor Consultant's compliance with the terms and conditions of this Contract.

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C. Administer the grant through the Wyoming Department of Environmental Quality Clean Water Act Section 205j Program. This includes submission of reimbursement requests and associated match documentation and all reporting.

7. **General Provisions.**

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

B. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The City shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the District.

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

E. **Entirety of Contract.** This Contract, consisting of four (4) pages and Exhibit A consisting of four (4) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

F. **Ethics.** Contractor 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 the City.

G. **Indemnification.** The City shall indemnify, defend, and hold harmless the District, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of City's failure to perform any of City's duties and obligations hereunder or in connection with the negligent performance of City's duties or obligations including, but not limited to, any claims, lawsuits, losses, or liability arising out of Contractor's malpractice.

H. **Independent Contractor.** The City shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the District for any purpose. The City shall assume sole responsibility for any debts or liabilities that may be incurred by the City in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the City or its agents and/or employees to act as an agent or representative for or on behalf of the District, or to incur any obligation of any kind on behalf of the District.

I. **Kickbacks.** The City certifies and warrants that no gratuities, kickbacks or

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contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, the District may, at its discretion, terminate this Contract without liability to the District, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

J. Notices. All notices arising out of, or from, the provisions of this contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail, facsimile, e-mail, or delivery in person.

K. 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 when applicable.

L. Termination of Contract. This Contract may be terminated immediately for cause if the City fails to perform in accordance with the terms of this Contract.

M. 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 Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

N. Time is of the Essence. Time is of the essence in all provisions of this Contract.

O. Titles Not Controlling. Titles of paragraphs are for reference only and shall not be used to construe the language in this Contract.

P. Waiver. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

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8. **Signatures.** By signing this Contract, the parties certify that they have read and understood it, that they agree to be bound by the terms of this Contract, and that they have the authority to sign it.

CITY OF SHERIDAN

Hanns Mercer — 3/6/2023 | 1:01 PM MST

Hanns Mercer, Public Works Director — Date

SHERIDAN COUNTY CONSERVATION DISTRICT

Ed Hayward, vice chair — 3/7/23

Emerson Scott III, Chair — Date

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Exhibit A
Scope of Services for the Hume Draw Assessment
Clean Water Act Section 205 j Project

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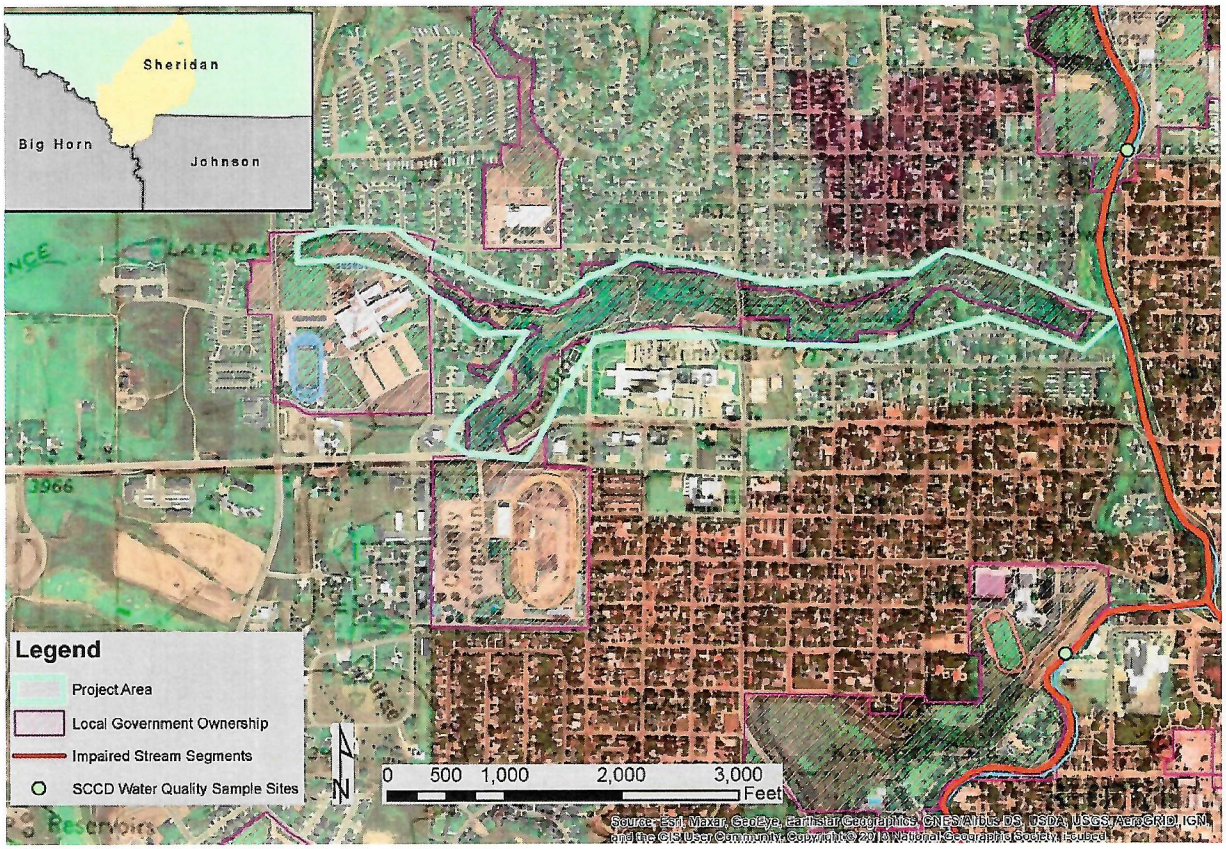
Hume Draw Assessment
Scope of Services

1. Project Location and Background

The specific project area includes Hume Draw/Deadman Gulch, and the associated ponds and connector streams upstream of the confluence with Goose Creek. This system has the potential to transport agricultural and urban/residential runoff to Goose Creek, which is impaired along its entire length for bacteria and sediment. Hume Draw is fed through tail water and runoff from upstream irrigation conveyances and includes nine in-channel ponds of various sizes. Over several years, the City of Sheridan and SCCD have received numerous requests to address concerns related to algae, sediment, and invasive species that have the potential to negatively affect the water quality in Goose Creek.

Accessible to over 27,000 residents, Big Goose Creek, Little Goose Creek, and Goose Creek are focal points in several City parks, recreation areas, and form the backdrop for an extensive pathway system. The City and other partners desire a better understanding of the current functional condition and potential for the system to improve water quality, enhance riparian and aquatic habitat, and provide natural filtration of irrigation tail water and associated runoff.

This project will complete an assessment of and provide recommendations for improvement for the Hume Draw/Deadman Gulch system. Through the gathering of any existing studies/information, collection of additional data, and necessary modeling, this project will develop an improvement plan for approximately 1.2 miles of stream and associated ponds and wetlands. The plan would be provided to the City of Sheridan and other management agencies to guide future efforts to improve the system.



2. Project Scope of Work

The City of Sheridan will work with SCCD and other partners to secure a consultant through a competitive process that includes issuing a request for proposals and a review team to rank the proposals. Among other things, review criteria will include experience and qualifications, understanding of the project area, and consulting costs. SCCD will administer the grant funds, including submission of reimbursement requests and reporting documentation to WDEQ. A technical advisory team with representatives from SCCD, City of Sheridan, Wyoming Game and Fish, Wyoming Department of Environmental Quality, State Engineer's Office, USDA Natural Resources Conservation Service and others, will be formed to provide additional feedback and support.

The consultant will gather and evaluate any applicable information that may exist and determine what other data are needed. Additional data collection may include documentation on areas of concern, longitudinal profiles, cross sectional surveys, water rights verifications, dam and spillway conditions, pond depth and streamflow analyses, habitat assessments, water quality sampling, and others. Information will be used to develop a plan that describes existing conditions and outlines proposed alternatives to serve as a basis for future discussions.

As part of this project, SCCD and the City of Sheridan, along with other partners, will provide opportunities for City residents and interested parties to provide feedback and input, including public meetings, press releases, and social media/website updates.

3. Outcome and Deliverables

The outcome and deliverable of this project will be a detailed plan that describes current condition, outlines functionality and water quality concerns, and identifies alternatives for improvement, such as: removing, enlarging, and/or modifying some of the existing ponds; developing wetlands; treating invasive species; or other habitat enhancements. Not only will the proposed alternatives be geared towards direct improvements to the Hume Draw/Deadman Gulch system, improvements will also have the potential to benefit water quality in Goose Creek by reducing unfiltered agricultural and urban runoff entering Goose Creek, including reduced potential bacteria, sediment, and nutrient loading.

Task	Title	Description	Deliverables
1	Administration- SCCD with City of Sheridan	Administer project efficiently and effectively, submit reimbursement requests, keep all records, file all reports, and obtain any necessary permits. Engage consultant.	Reimbursement requests with progress reports, annual reports, final project report, other documentation as requested. Request for proposals and consultant selection.
2	Information and Outreach- SCCD with City of Sheridan	Provide updates on project progress and opportunities for adjacent landowners, City residents, and other interested parties to provide feedback.	Two (or more, if needed) public informational meetings, progress updates through print, electronic, and social media as needed.
3	Data Evaluation and Collection- Consultant	Compile and evaluate any applicable data that may already exist and determine what other data are needed. Collect additional data.	Summary of existing data, with identification of data gaps; additional documentation as needed, including photos, sketches, datasheets, maps, etc.
4	Improvement Plan	Evaluate and incorporate all data and feedback from meetings to develop an Improvement Plan that includes direct improvements to Hume Draw and considers potential benefits to Goose Creek.	A detailed Improvement Plan that describes the current conditions, outlines functional and water quality concerns, and identifies alternatives for direct improvement to Hume Draw and indirect benefits to Goose Creek.

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4. Other Considerations

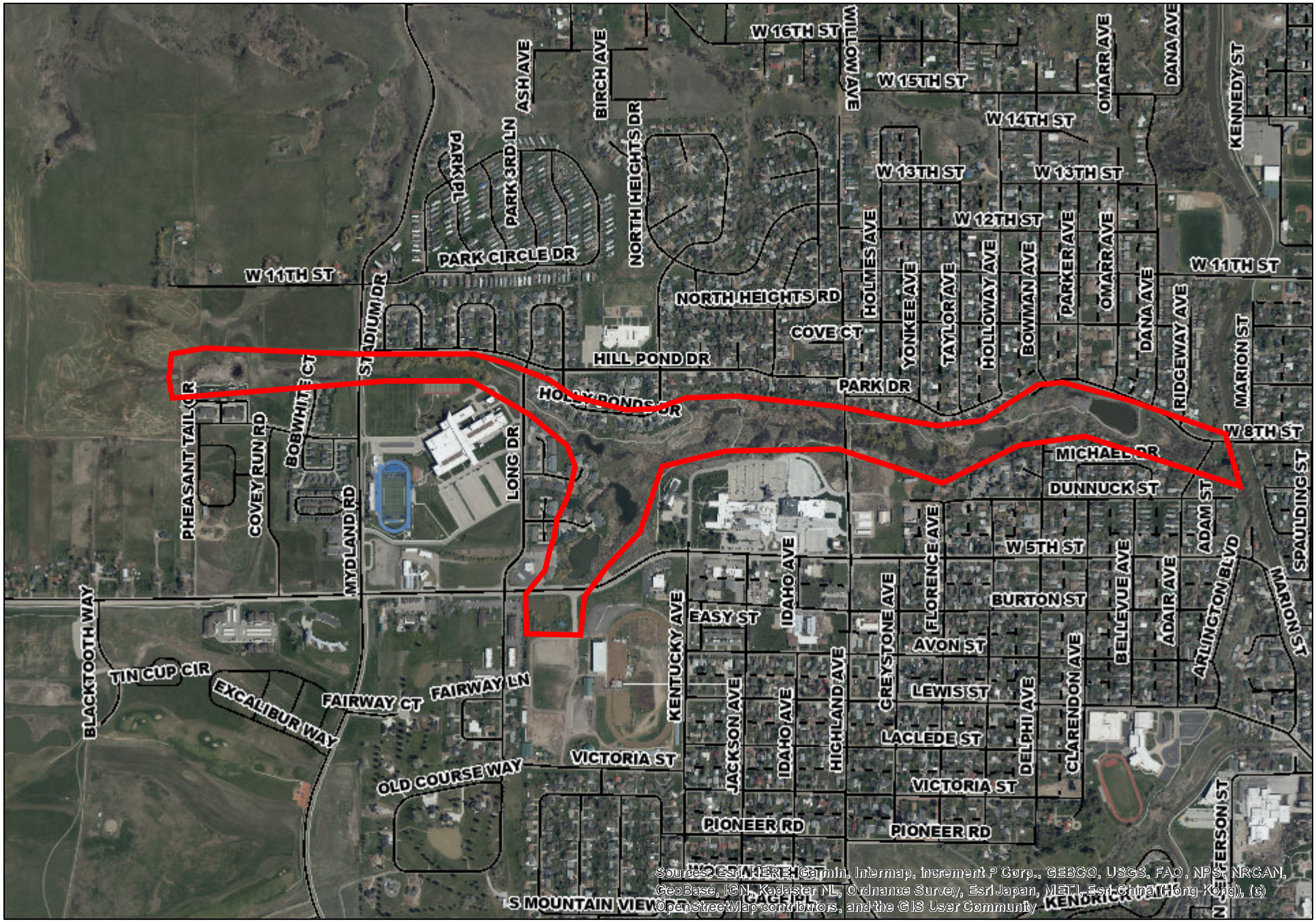
Project sponsors will ensure the Consultant is aware of the following Wyoming State Statutes regarding collection of resource data and public records: Wyoming Statute W.S. 6-3-414 (Trespassing to Collect Data) and Wyoming Statute W.S. 16-4-201 through 16-4-205 (Public Records).

Specific water quality monitoring may or may not be part of this effort, subject to additional data needs. While SCCD has approved Quality Assurance Project Plan and Sampling and Analysis Plans for their water quality monitoring activities, the specific scope of this project does not fall within the existing program. The consultant selection process will include an evaluation of qualifications to perform monitoring and also require the development of any required monitoring plans. SCCD will assist the consultant with these plans as necessary.

Development of the Improvement Plan is the primary deliverable, the short-term success of which can be measured simply by whether or not it is completed. In the long-term, success will be determined by the implementation of the proposed alternatives. This will depend somewhat on the ability to secure future funding to make the changes that are deemed appropriate. Having the Improvement Plan in place will aid in those activities.

5. Budget Breakdown

Task/Description	Grant Funds to SCCD	Grant Funds to City	Other Match	Total Project
Administration-reimbursement requests, reporting, RFP	$4000		$1300	**$5300**
Information/Outreach-2 or more public meetings, progress updates	$1000		$2250	**$3250**
Data Collection-evaluation of existing and gathering new		$25000	$7500	**$32,500**
Improvement Plan-draft and final improvement plan with reviews		$10,000	$2450	**$12,450**
TOTAL	**$5000**	**$35,000**	**$13,500**	**$53,500**



CITY OF Sheridan WYOMING

N W E S

HUME DRAW WATERSHED ASSESSMENT PROJECT AREA

0 0.225 0.45 0.9 mi

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 PL-23-1, Ordinance 2267, Teal Springs Subdivision PUD Rezone 64.99 Acres from B-1 to a PUD - Public Works Director Hanns Mercer
From:	Hanns Mercer, Public Works Director
To:	Mayor and Council
CC:	
Date:	04/20/2023

Recommendation:

Staff recommends discussion of PL-23-1, Ordinance 2267. The applicant, FP Little Goose LLC, is requesting approval for Teal Springs Subdivision PUD, Planned Unit Development, to rezone 64.99 acres from B-1 Business District to a PUD, Planned Unit Development, and a preliminary plat of 59 lots, 6 outlots, and 2 tracts. Located south of 2340 Wetlands Dr., between Brundage Ave and Coffeen Ave. (PIN 55840221100500 and 55840232101000).

Background:

2017 SHERIDAN LAND USE PLAN

As stated in Wyoming state statute WS §15-1-601(d), rezones must be in accordance with the City of Sheridan's Comprehensive Plan. The City of Sheridan Comprehensive Plan, or The Sheridan Land Use Plan, was adopted in January of 2017. In Chapter 7 of the Sheridan Land Use Plan calls out a number of goals and implementation strategies regarding future land use strategies, included in these is the Future Land Use Map (included with this staff report). *The Future Land Use Map presents a generalized vision of Sheridan in the foreseeable future. Not to be confused with zoning, which is a regulatory land use tool adopted by the City of Sheridan, the future land use map illustrates what is actually on the ground and where new land uses should occur. The map is a reference point for those interested in city development and redevelopment and those pursuing the recommendations of the Sheridan Land Use Plan. It addresses the themes and guiding principles that arose during the completion of the plan.*

On the future land use map, the north portion of the property is shown commercial and the southern property is shown residential.

PUD REGULATIONS

Per Appendix B, Section 801 of the Sheridan Municipal Code, the purpose of the Planned Unit Development is to provide flexibility in the planning and construction of development projects by allowing a combination of uses developed in accordance with an approved plan that protects adjacent properties. It is the expectation that PUDs will also provide opportunities to create more desirable environments through the application of flexible and diversified land development standards under a professional, prepared master plan and program. The PUD is intended to be used to encourage the application of new techniques and new technology to community development, which will result in superior living or development arrangements with lasting values. It is further intended to achieve

economics in land development, maintenance, street systems, and utility networks; while providing building groupings for privacy, usable, open spaces, and vehicle and pedestrian circulation for the inhabitants. Specifically, the goals of a PUD are to:

• Support the goals and policies of the City Master Plan;
• Create an environment on a site that contributes to a sense of community and a coherent living style;
• Protect natural and cultural resources;
• Protect natural features;
• Create a more efficient use of the land;
• Provide more appropriate infill development;
• Reduce traffic demand;
• Provide more open space; and
• Provide for more efficient infrastructure.

Appendix B Section 802 of the Sheridan Municipal Code states: A PUD district is a floating zoning district only applied upon successful application and approval for a site specific PUD, at which time the property's primary zoning designation becomes PUD. Each PUD district serves a different purpose specific to the site to which it is applied, and imposes its own set of requirements and restrictions on the use of land in addition to the general requirements and restrictions imposed on all land or uses within the zoning jurisdiction. A PUD district may be layered with a special purpose overlay district that applies additional standards or requirements.

Regarding the findings required by the City Council and Planning Commission, per Appendix B, Section 803 of the Sheridan Municipal Code states:

In order to foster the attractiveness of a PUD and its surrounding neighborhoods, preserve property values, provide an efficient road and utility network, ensure the movement of traffic, implement comprehensive planning, and better serve the public health, safety, and general welfare, the City Council and the Planning Commission shall approve a PUD, if the PUD is found to:

(A) Be compatible with the goals and policies of the City Master Plan and other applicable adopted plans and policies.

(B) Be compatible with the area surrounding the project site, unless there is a natural or man-made buffer separating the adjacent uses.

(C) Place no greater demand on existing City facilities and services than can be furnished by the City.

(D) Insofar as practicable, preserve the landscape in its natural state by minimizing tree and soil removal.

(E) Promote the efficient use of land by means of more economical arrangement of buildings/lots, circulation systems, land uses, densities, and utilities.

(F) Provide for useable and suitably located open space such as, but not limited to, bicycle paths, playground areas, courtyards, tennis courts, swimming pools, planned gardens, outdoor seating areas, outdoor picnic areas, and similar open space.

(G) Demonstrate flexibility and quality in design to permit diversification in the location, type, and uses of structures.

(H) Combine and coordinate architectural styles, building forms, and building relationships within the development and in concert with adjacent and surrounding land and development.

(I) Be designed and controlled as a whole under the control of one (1) owner, partnership, corporation, or agency.

(J) Give special attention to vehicular and pedestrian circulation and parking, the location and number of access points to public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic, and the arrangement of parking areas that are safe and convenient and, insofar as practicable, do not detract from the design of proposed structures and neighboring properties.

REZONE FINDINGS

The Preamble of the City's Zoning Ordinance (Appendix A) states that the purpose of the zoning ordinance is to, "*promoting the health, safety, morals and general welfare of the inhabitants of the City of Sheridan by lessening congestion in the streets; securing safety from fire, panic and other dangers providing adequate light and air; preventing the overcrowding of land; avoiding the undue concentration of*

population, facilitating the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements."
Neither state statute nor city code contains required findings that must be made in changing a property's zoning designation. State statute does provide some requirements for zoning regulations in general, specifically Wyoming state statute WS §15-1-601(d), which states that all regulations regarding zoning shall be made:
In accordance with a comprehensive plan and designed to:
1. Lessen congestion in the streets;
2. Secure safety from fire, panic and other dangers;
3. Promote health and general welfare;
4. Provide adequate light and air;
5. Prevent the overcrowding of land;
6. Avoid undue concentration of population; and
7. Facilitate adequate provisions for transportation, water, sewerage, schools, parks and other public requirements.
8. With reasonable consideration, among other things, of the character of the district and its peculiar suitability for particular uses;
9. With a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city or town; and
10. With consideration given to the historic integrity of certain neighborhoods or districts and a view to preserving, rehabilitating and maintaining historic properties and encouraging compatible uses within the neighborhoods or districts, but no regulation made to carry out the purposes of this paragraph is valid to the extent it constitutes an unconstitutional taking without compensation.

Discussion:

The applicant, FP Little Goose LLC, is requesting a Planned Unit Development (PUD) for the 64.99 acres located east of Coffeen Avenue and south of Brundage Lane. The PUD will require a rezone from B-1 and R-1 zoned properties to fully PUD zone, as well as a subdivision from 2 lots to 59 lots, 6 outlots, and 2 tracts.

The surrounding properties include: R-1 properties to the west, south, and east, with three B-1 zoned properties to the east, and one B-1 properties to the north. One property to the south remains vacant and undeveloped.

PUD OBJECTIVE

The applicant states that the objective of the proposed Teal Spring Subdivision PUD is: *to support responsible development in accordance with the findings of the 2021 Sheridan Housing Study, with a goal of fostering a sense of community and incorporating natural elements and open space into the site design. This includes preserving adjacent environmental resources, Little Goose Creek rehabilitation, and maintaining considerable land for existing vegetation and natural areas. The Teal Spring development includes sizeable single-family lots, future multi-family and commercial sites, and senior-living space, all connected by a safe system of roads and multi-use pathways.*

REZONE

As part of the PUD process, the applicant is proposing to rezone the property from B-1 & R-1 to PUD.

SUBDIVISION
The applicant is proposing a subdivision of 2 lots to 59 lots, 6 outlots, and 2 tracts.

LOT SIZE

The 57 single family lots vary between 0.26 to 1.16 acres, averaging 0.40 acres. The remaining lots are designated as the following:

- Lot 1 (commercial) – 1.45 acres
- Lot 52 (commercial) – 0.40 acres

- Tract 1 (senior living facility) – 6.64 acres
- Tract 2 (commercial) – 3.29 acres

Overall the land use area is defined as the following:

	AREA (ACRES)	AREA (%)
Proposed Lot Area (Multi-Family Residential)	2.0 ac	3.1%
Proposed Lot Area (Single-Family Residential)	24.9 ac	38.3%
Proposed Lot Area (Commercial)	2.0 ac	3.1%
Proposed Area (Senior Living Facility)	6.6 ac	10.2%
Roadway Right-of-Way	7.1 ac	10.9%
Common Areas (Outlots A to E)	16.8 ac	25.8%
Outlot F – not included as Open Space	5.6 ac	8.6%
Total	65.0 ac	100%

MAXIMUM BUILDING HEIGHT

The applicant is proposing a building height not exceeding 30 feet, or 2 stories. Homes built on unit numbers 7 through 10 (along the east property line) will have a 2-story home plan option, these heights will not exceed 30 feet.

SETBACKS AND SPACING

The applicant is proposing the following building setbacks:
Front Yard:

- Lots 2-23: 20’ from road right-of-way
- Lots 24-59: 25’
- Tract 1: 25’
- Tract 2: 25’

Rear Yard:

- Lots 2-3, 5-23, 35, 37-51, 53-59: 20’ Setback
- Lot 4: 45’ Setback to Prevent Wetland Encroachment
- Lots 24-34, 36: 50’ Setback to Prevent Little Goose Creek Encroachment
- Tract 1: 25’ Setback
- Tract 2: 30’ Setback

Side Yard:

- Lots 2-24, 35-38, 53-59: 5’ Setback
- Lot 39-51: 10’ Setback
- Lot 52: 10’ East, 30’ West Setback to Account for Elevation
- Tract 1: 10’ Setback
- Tract 2: 10’ East, 20’ West Setback to Account for Elevation

RIGHT-OF-WAY

The applicant is proposing the dedication of a 60-foot right-of-way for main roadways within the property. Cul-de-sacs will be provided a 50-foot roadway right-of-way and 60-foot cul-de-sac right-of-way radius, consistent with City design standards.

PEDESTRIAN CONNECTIVITY

The applicant is proposing a 10-foot pathway along the eastern side of the main roadways (Teal Spring Drive & Wetlands Drive). This path will have connectivity to the existing City pathway system at two locations.

WATER IMPROVEMENTS

The applicant is proposing a network of 8” C900 PVC water main within roadway right of way. following the street alignments, with connections to Coffeen Avenue and Wetlands Drive, providing a looped system. The looped water lines will provide increased flow rates during fire flow situations, as well as provide redundancy during water line breaks or maintenance. The applicant is proposing that the homes will be served with 1-inch water service lines, with commercial sites being served by larger lines as necessary.

Irrigation is proposed to be provided to the site from a raw water irrigation system fed from Little Goose Creek (i.e. not reliant on City system).

SEWER IMPROVEMENTS

The applicant is proposing utilizing city right-of-way for installing 8-inch PVC sewer main to run within the development and connect to an existing interceptor manhole to the northwest of the site via a 30’-wide easement. The homes are proposed to be served with 4-inch sewer service lines. Commercial lots will be served by larger service lines as needed, and the senior living village will be provided an 8-inch service. Combined, all services are projecting a peak hour flow rate of 83.5 gpm. Downstream sewer lines have been designed for capacity to accommodate sewer demands from this development.

OPEN SPACE

The applicant is proposing that all common open space in the development is collectively owned by the residents and managed through the Home Owner's Association (HOA).

LANDSCAPING

Landscaping is proposed to consist of irrigated grass/trees within the boulevard buffer area. Single family residential lots will be the responsibility of the homeowner. However, Lots 1 and 52, as well as Tracts 1 and 2 will be professionally landscaped.

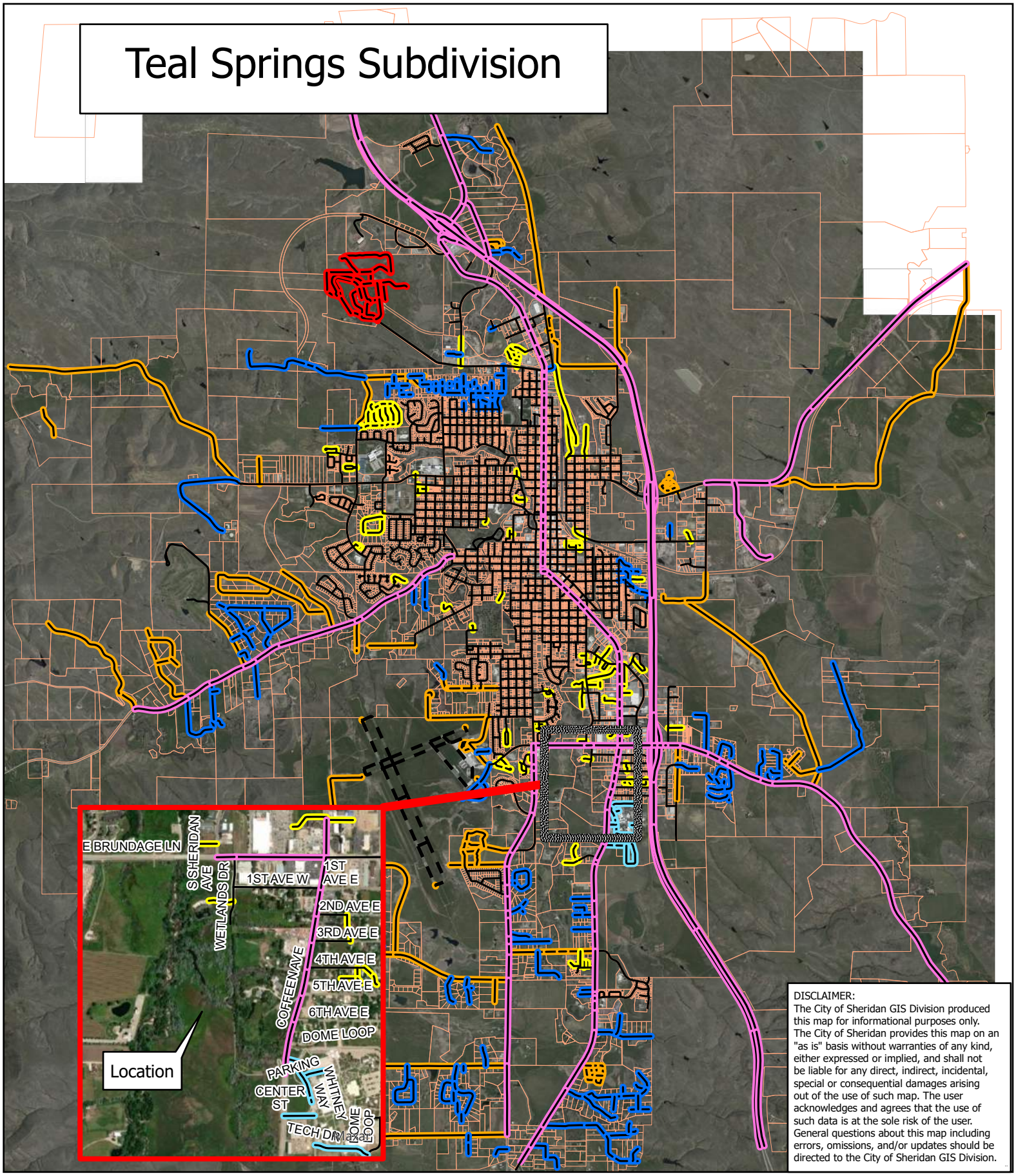
PUBLIC COMMENTS

Staff has received no comments or inquiries on this application.

Attachments

Aerial
Preliminary Plat
Preliminary Landscape Plan
Design Report
Future Land Use Map
Ordinance 2267

Teal Springs 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
- County Road
- Forest Service Road
- Private Road
- PUBLIC ROAD
- City of Sheridan Road
- Sheridan College Road
- Sheridan County Airport
- State of Wyoming Road
- VA Road
- Parcels

City of Sheridan Imagery 2019
- Red: Band_1
- Green: Band_2
- Blue: Band_3

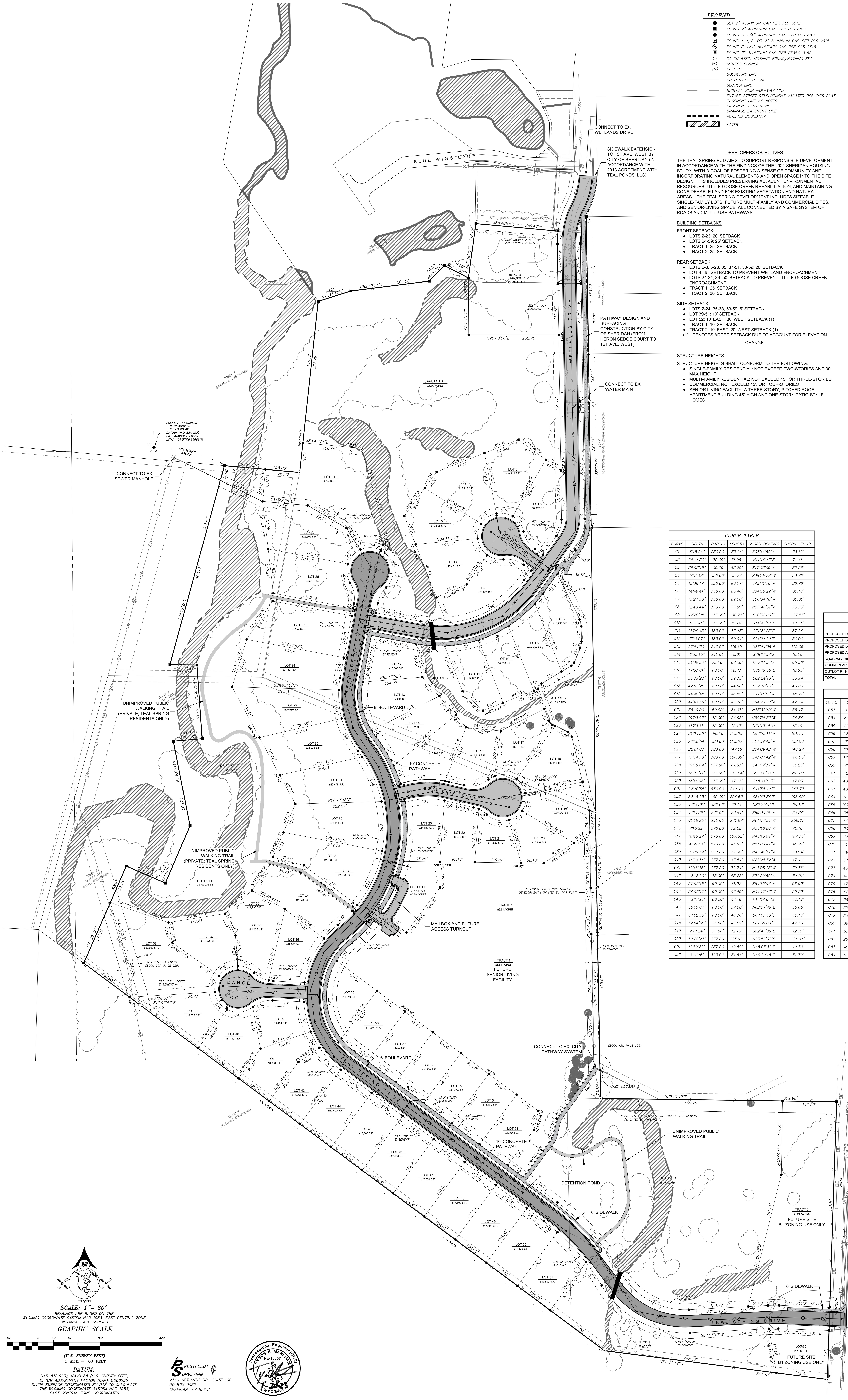
N

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Date: 04/11/2023 11:18 AM User: sgoodman

LEGEND:

- ● SET 2" ALUMINUM CAP PER PLS 6812
- ■ FOUND 2" ALUMINUM CAP PER PLS 6812
- ◆ FOUND 3-1/4" ALUMINUM CAP PER PLS 6812
- ⊡ FOUND 1-1/2" OR 2" ALUMINUM CAP PER PLS 2615
- ◈ FOUND 3-1/4" ALUMINUM CAP PER PLS 2615
- ▣ FOUND 2" ALUMINUM CAP PER PE&LS 3159
- ○ CALCULATED: NOTHING FOUND/NOTHING SET
- WC WITNESS CORNER
- (R) RECORD
- BOUNDARY LINE
- PROPERTY/LOT LINE
- SECTION LINE
- HIGHWAY RIGHT-OF-WAY LINE
- FUTURE STREET DEVELOPMENT VACATED PER THIS PLAT
- EASEMENT LINE AS NOTED
- EASEMENT CENTERLINE
- DRAINAGE EASEMENT LINE
- WETLAND BOUNDARY
- WATER



SCALE: 1"= 80'

BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE DISTANCES ARE SURFACE

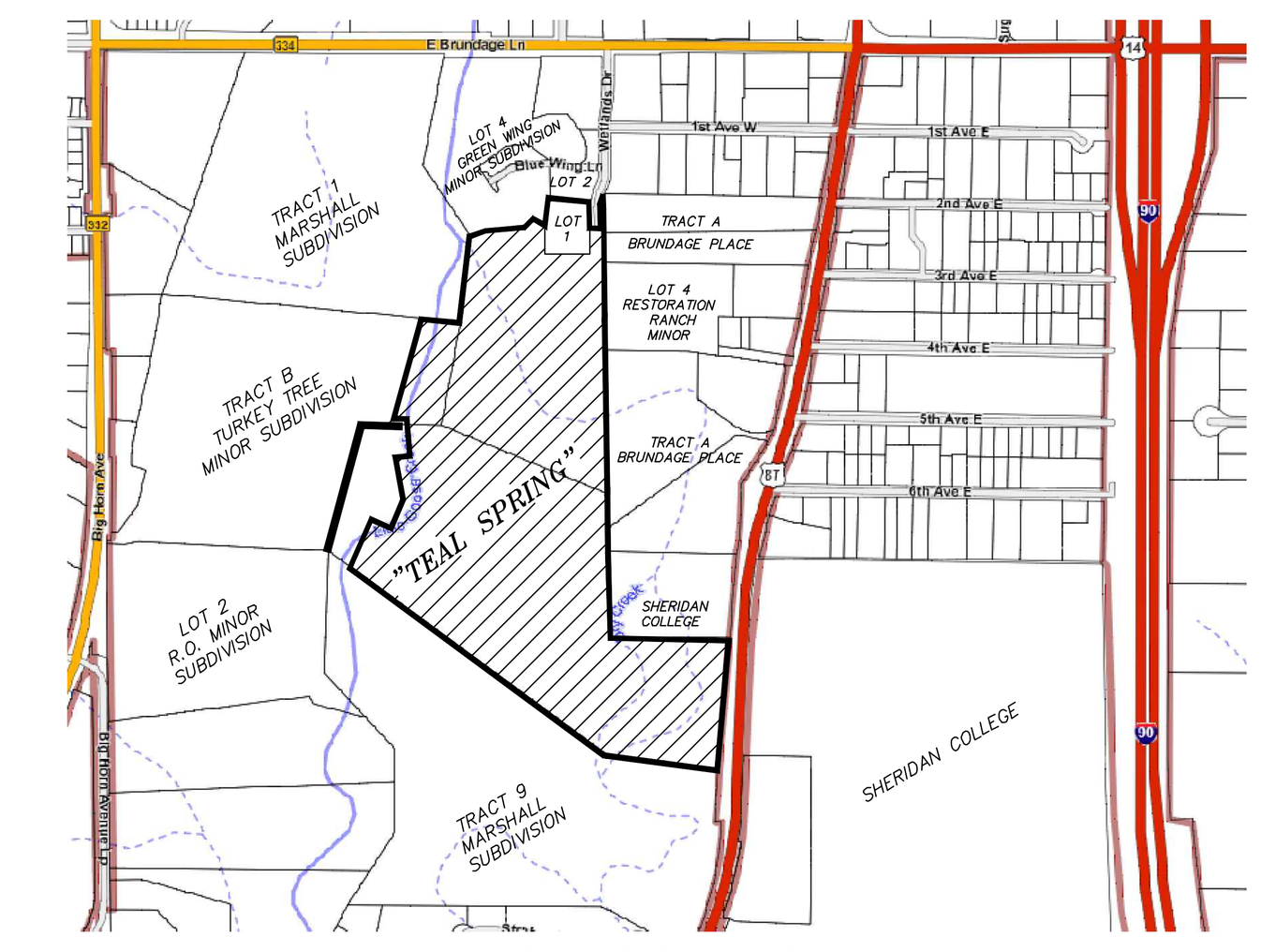
GRAPHIC SCALE

(U.S. SURVEY FEET)
1 inch = 80 FEET

DATUM:
NAD 83(1993), NAVD 88 (U.S. SURVEY FEET)
DATUM ADJUSTMENT FACTOR (DAF): 1.000235
DIVIDE SURFACE COORDINATES BY DAF TO CALCULATE THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE, COORDINATES

PRESTFELDT SURVEYING
2340 WETLANDS DR., SUITE 100
PO BOX 3082
SHERIDAN, WY 82801

Professional Engineer (Civil) TYSON E. MARKHAM PE-13357 WYOMING



LOCATION MAP
NO TRUE SCALE

AREA OF 59 LOTS ±26.73 ACRES
AREA OF 6 OUTLOTS ±22.53 ACRES
AREA OF 2 TRACTS ±8.60 ACRES
AREA OF ROADS ±7.13 ACRES
TOTAL = ±64.99 ACRES

ZONING: PLANNED UNIT DEVELOPMENT
LOT 1, ZONED B1

DEVELOPERS OBJECTIVES:

THE TEAL SPRING PUD AIMS TO SUPPORT RESPONSIBLE DEVELOPMENT IN ACCORDANCE WITH THE FINDINGS OF THE 2021 SHERIDAN HOUSING STUDY, WITH A GOAL OF FOSTERING A SENSE OF COMMUNITY AND INCORPORATING NATURAL ELEMENTS AND OPEN SPACE INTO THE SITE DESIGN. THIS INCLUDES PRESERVING ADJACENT ENVIRONMENTAL RESOURCES, LITTLE GOOSE CREEK REHABILITATION, AND MAINTAINING CONSIDERABLE LAND FOR EXISTING VEGETATION AND NATURAL AREAS. THE TEAL SPRING DEVELOPMENT INCLUDES SIZEABLE SINGLE-FAMILY LOTS, FUTURE MULTI-FAMILY AND COMMERCIAL SITES, AND SENIOR-LIVING SPACE, ALL CONNECTED BY A SAFE SYSTEM OF ROADS AND MULTI-USE PATHWAYS.

BUILDING SETBACKS

FRONT SETBACK:
- LOTS 2-23: 20' SETBACK
- LOTS 24-59: 25' SETBACK
- TRACT 1: 25' SETBACK
- TRACT 2: 25' SETBACK

REAR SETBACK:
- LOTS 2-3, 5-23, 35, 37-51, 53-59: 20' SETBACK
- LOT 4: 45' SETBACK TO PREVENT WETLAND ENCROACHMENT
- LOTS 24-34, 36: 50' SETBACK TO PREVENT LITTLE GOOSE CREEK ENCROACHMENT
- TRACT 1: 25' SETBACK
- TRACT 2: 30' SETBACK

SIDE SETBACK:
- LOTS 2-24, 35-38, 53-59: 5' SETBACK
- LOT 39-51: 10' SETBACK
- LOT 52: 10' EAST, 30' WEST SETBACK (1)
- TRACT 1: 10' SETBACK
- TRACT 2: 10' EAST, 20' WEST SETBACK (1)

(1) - DENOTES ADDED SETBACK DUE TO ACCOUNT FOR ELEVATION CHANGE.

STRUCTURE HEIGHTS

STRUCTURE HEIGHTS SHALL CONFORM TO THE FOLLOWING:
- SINGLE-FAMILY RESIDENTIAL: NOT EXCEED TWO-STORIES AND 30' MAX HEIGHT
- MULTI-FAMILY RESIDENTIAL: NOT EXCEED 45', OR THREE-STORIES
- COMMERCIAL: NOT EXCEED 45', OR FOUR-STORIES
- SENIOR LIVING FACILITY: A THREE-STORY, PITCHED ROOF APARTMENT BUILDING 45'-HIGH AND ONE-STORY PATIO-STYLE HOMES

CERTIFICATE OF DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED FP LITTLE GOOSE, LLC BEING THE OWNER(S), PROPRIETORS OR PARTIES OF INTEREST IN THE LAND SHOWN ON THIS PLAT, DO HEREBY STATE:

THAT THE FOREGOING PLAT DESIGNATED AS **TEAL SPRING SUBDIVISION, PLANNED UNIT DEVELOPMENT,** IS A RE-SUBDIVISION OF TRACT A, TURKEY TREE MINOR SUBDIVISION, AND LOT 5, GREEN WING MINOR SUBDIVISION, CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING.

SAID RE-SUBDIVISION CONTAINS **±64.99 ACRES** OF LAND, MORE OR LESS.

TEAL SPRING SUBDIVISION, PLANNED UNIT DEVELOPMENT, 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 PROPRIETORS; AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS, OUTLOTS, STREETS AND EASEMENTS.

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 FOR THE INDICATED PURPOSES, ALL STREETS, EASEMENTS AND OTHER PUBLIC LANDS, AS INDICATED, AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE.

UTILITY EASEMENTS, AS DESIGNATED ON THE PLAT, ARE HEREBY GRANTED TO THE CITY OF SHERIDAN AND IT'S LICENSEES FOR PUBLIC USE FOR THE PURPOSE OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SANITARY SEWERS, STORM SEWERS, WATER LINES, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE TV LINE, AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC.

OUTLOTS ARE UTILITY EASEMENTS (WHERE SHOWN), DRAINAGE EASEMENTS, AND OPEN SPACES WHICH ARE OWNED & MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

DECLARATION EXTINGUISHING PREVIOUS EASEMENTS

1) ALL EARLIER EASEMENTS OR PORTIONS THEREOF ENCOMPASSED BY THE BOUNDARY OF THIS PLAT ARE HEREBY EXTINGUISHED UNLESS NOTED OTHERWISE.

2) EXISTING UTILITIES PLACED IN PREVIOUS RECORDED EASEMENTS WITHIN THE BOUNDARY OF THIS PLAT HAVE SENIOR RIGHTS AND ARE NOW PROTECTED BY EASEMENTS OR ROADS AS SHOWN ON THIS PLAT.

3) A (30' RESERVED FOR FUTURE STREET DEVELOPMENT) PER MARSHALL SUBDIVISION, ENCOMPASSED BY THE BOUNDARY OF THIS PLAT IS HEREBY VACATED.

4) REALIGNMENT OF A 15.0' PATHWAY EASEMENT AS SHOWN ON SHEET 3 OF 3, ALONG WETLANDS DRIVE AND LOT 8.

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	8°15'24"	230.00'	33.14'	S03°14'59"W	33.12'
C2	24°14'59"	170.00'	71.95'	N11°14'47"E	71.41'
C3	36°53'16"	130.00'	83.70'	S17°33'56"W	82.26'
C4	5°51'48"	330.00'	33.77'	S38°56'28"W	33.76'
C5	15°38'17"	330.00'	90.07'	S49°41'30"W	89.79'
C6	14°49'41"	330.00'	85.40'	S64°55'29"W	85.16'
C7	15°27'58"	330.00'	89.08'	S80°04'18"W	88.81'
C8	12°49'44"	330.00'	73.89'	N85°46'51"W	73.73'
C9	42°20'08"	177.00'	130.78'	S10°32'03"E	127.83'
C10	6°11'41"	177.00'	19.14'	S34°47'57"E	19.13'
C11	13°04'45"	383.00'	87.43'	S31°21'25"E	87.24'
C12	7°29'07"	383.00'	50.04'	S21°04'29"E	50.00'
C13	27°44'20"	240.00'	116.19'	N86°44'36"E	115.06'
C14	2°23'15"	240.00'	10.00'	S78°11'37"E	10.00'
C15	51°36'53"	75.00'	67.56'	N77°11'34"E	65.30'
C16	17°53'01"	60.00'	18.73'	N60°19'38"E	18.65'
C17	56°39'23"	60.00'	59.33'	S82°24'10"E	56.94'
C18	42°52'25"	60.00'	44.90'	S32°38'16"E	43.86'
C19	44°46'45"	60.00'	46.89'	S11°11'19"W	45.71'
C20	41°43'35"	60.00'	43.70'	S54°26'29"W	42.74'
C21	58°19'09"	60.00'	61.07'	N75°32'10"W	58.47'
C22	19°03'52"	75.00'	24.96'	N55°54'32"W	24.84'
C23	11°33'31"	75.00'	15.13'	N71°13'14"W	15.10'
C24	31°03'39"	190.00'	103.00'	S87°28'11"W	101.74'
C25	22°58'54"	383.00'	153.62'	S01°39'43"W	152.60'
C26	22°01'03"	383.00'	147.18'	S24°09'42"W	146.27'
C27	15°54'58"	383.00'	106.39'	S43°07'42"W	106.05'
C28	19°55'09"	177.00'	61.53'	S41°07'37"W	61.23'
C29	69°13'11"	177.00'	213.84'	S03°26'33"E	201.07'
C30	15°16'08"	177.00'	47.17'	S45°41'12"E	47.03'
C31	22°40'55"	630.00'	249.40'	S41°58'49"E	247.77'
C32	62°18'25"	190.00'	206.62'	S61°47'34"E	196.59'
C33	5°03'36"	330.00'	29.14'	N89°35'01"E	29.13'
C34	5°03'36"	270.00'	23.84'	S89°35'01"W	23.84'
C35	62°18'25"	250.00'	271.87'	N61°47'34"W	258.67'
C36	7°15'29"	570.00'	72.20'	N34°16'06"W	72.16'
C37	10°48'27"	570.00'	107.52'	N43°18'04"W	107.36'
C38	4°36'59"	570.00'	45.92'	N51°00'47"W	45.91'
C39	19°05'59"	237.00'	79.00'	N43°46'17"W	78.64'
C40	11°29'31"	237.00'	47.54'	N28°28'32"W	47.46'
C41	19°16'36"	237.00'	79.74'	N13°05'28"W	79.36'
C42	42°12'20"	75.00'	55.25'	S71°29'59"W	54.01'
C43	67°52'16"	60.00'	71.07'	S84°19'57"W	66.99'
C44	54°52'17"	60.00'	57.46'	N34°17'47"W	55.29'
C45	42°11'24"	60.00'	44.18'	N14°14'04"E	43.19'
C46	55°16'07"	60.00'	57.88'	N62°57'49"E	55.66'
C47	44°12'35"	60.00'	46.30'	S67°17'50"E	45.16'
C48	32°54'56"	75.00'	43.09'	S61°39'00"E	42.50'
C49	9°17'24"	75.00'	12.16'	S82°45'09"E	12.15'
C50	30°26'23"	237.00'	125.91'	N23°52'38"E	124.44'
C51	11°59'22"	237.00'	49.59'	N45°05'31"E	49.50'
C52	9°11'46"	323.00'	51.84'	N46°29'18"E	51.79'

LAND USE AREA CALCULATIONS

	AREA (ACRES)	AREA (%)
PROPOSED LOT AREA (MULTI-FAMILY RESIDENTIAL)	2.0	3.1%
PROPOSED LOT AREA (SINGLE-FAMILY RESIDENTIAL)	24.9	38.3%
PROPOSED LOT AREA (COMMERCIAL)	2.0	3.1%
PROPOSED AREA (SENIOR LIVING FACILITY)	6.6	10.2%
ROADWAY RIGHT-OF-WAY	7.1	10.9%
COMMON AREA (OUTLOTS A TO E)	16.8	25.8%
OUTLOT F - NOT INCLUDED AS OPEN SPACE	5.6	8.6%
TOTAL	**65.0**	**100.0%**

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C53	3°33'17"	323.00'	20.04'	N40°06'47"E	20.04'
C54	27°33'18"	323.00'	155.34'	N24°33'29"E	153.85'
C55	22°51'12"	323.00'	128.83'	N00°38'46"W	127.98'
C56	22°28'56"	323.00'	126.74'	N23°18'50"W	125.93'
C57	3°20'30"	323.00'	18.84'	N36°13'33"W	18.84'
C58	22°47'32"	237.00'	94.28'	N26°30'01"W	93.66'
C59	18°08'10"	237.00'	75.02'	N06°02'10"W	74.71'
C60	7°36'06"	237.00'	31.44'	N06°49'58"E	31.42'
C61	42°12'20"	75.00'	55.25'	N10°28'09"W	54.01'
C62	48°47'47"	60.00'	51.10'	N07°10'25"W	49.57'
C63	48°20'49"	60.00'	50.63'	N41°23'53"E	49.14'
C64	52°39'14"	60.00'	55.14'	S88°06'05"E	53.22'
C65	107°50'20"	60.00'	112.93'	S07°51'18"E	96.98'
C66	35°25'51"	75.00'	46.38'	S28°20'57"W	45.64'
C67	14°18'49"	270.00'	67.45'	S86°31'24"E	67.28'
C68	50°18'38"	270.00'	237.08'	N61°09'53"E	229.54'
C69	42°12'20"	75.00'	55.25'	N75°05'36"W	54.01'
C70	41°28'44"	60.00'	43.44'	N75°27'24"W	42.49'
C71	49°14'55"	60.00'	51.57'	N30°05'34"W	50.00'
C72	37°53'06"	60.00'	39.67'	N13°28'26"E	38.95'
C73	46°30'09"	60.00'	48.70'	N55°40'04"E	47.37'
C74	41°34'59"	60.00'	43.55'	S80°17'22"E	42.60'
C75	47°42'45"	60.00'	49.96'	S35°38'30"E	48.53'
C76	42°12'20"	75.00'	55.25'	S32°53'17"E	54.01'
C77	36°53'16"	70.00'	45.07'	N17°33'56"E	44.29'
C78	25°00'55"	42.50'	18.56'	S13°23'36"E	18.41'
C79	23°47'42"	42.50'	17.65'	S11°00'42"W	17.52'
C80	36°16'06"	17.50'	11.08'	S41°02'36"W	10.89'
C81	55°51'50"	17.50'	17.06'	S31°14'44"W	16.39'
C82	20°39'58"	17.50'	6.31'	S08°54'37"E	6.28'
C83	45°35'12"	17.50'	13.92'	S42°02'12"E	13.56'
C84	51°23'10"	17.50'	15.69'	S39°08'13"E	15.17'

LINE TABLE

LINE	BEARING	LENGTH
L1	S89°35'18"E	1.00'
L2	S76°59'59"E	39.16'
L3	N87°23'51"W	80.63'
L4	S87°23'51"E	80.63'
L5	N10°38'01"E	20.00'
L6	N10°38'01"E	12.42'
L7	S10°38'01"W	25.85'
L8	N36°00'33"E	30.73'
L9	N53°59'27"W	25.00'
L10	S53°59'27"E	25.00'
L11	N36°00'33"E	60.19'
L12	S00°53'09"E	38.72'
L13	S22°54'34"W	40.57'
L14	S59°10'39"W	29.20'
L15	S59°10'39"W	60.92'
L16	S68°29'21"W	11.83'
L17	S19°14'36"E	47.28'
L18	S19°14'36"E	32.64'
L19	S64°49'48"E	8.55'
L20	S64°49'48"E	36.54'
L21	N89°07'18"E	16.00'

VERIFY SCALE!
THESE PRINTS MAY BE REDUCED. LINE BELOW MEASURES ONE INCH ON ORIGINAL DRAWING.
MODIFY SCALE ACCORDINGLY!

REVISIONS			
NO.	DESCRIPTION	BY	DATE

PLOTTED BY:KATELYN LOLLAR ON Apr/18/2023

\\MMISHARE\WYOMING\PROJECTS\10256 - FP LITTLE GOOSE LLC\001 TEAL SPRING SUBDIVISION\ACAD\EXHIBITS\FIG 1_LAYOUT PLAN.DWG

Morrison Maierle
engineers • surveyors • planners • scientists

1470 Sugarland Drive, Suite 1
Sheridan, WY 82801
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DSGN. BY: TEM
APPR. BY: TEM
DATE: 12/2022
Q.C. REVIEW
BY:
DATE:

TEAL SPRING SUBDIVISION PUD
SHERIDAN WYOMING
PUD LAYOUT PLAN

PROJECT NUMBER 10256.001
SHEET NUMBER APP-A
DRAWING NUMBER APP-A

SUBDIVISION MONUMENT SIGN;
FINAL LOCATION TBD

BOULEVARD TO BE GRASS SEED/SOD;
IRRIGATED BY HOA-OWNED RAW WATER
SUPPLY SYSTEM

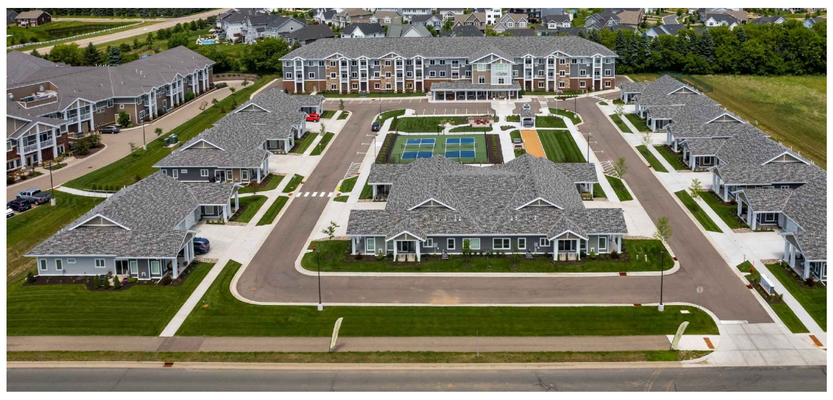
CREEK ACCESS CORRIDORS
LANDSCAPED AND IRRIGATED FROM
LITTLE GOOSE CREEK

UNSURFACED TRAIL FOR
SUBDIVISION RESIDENTS ONLY
(PRIVATE)

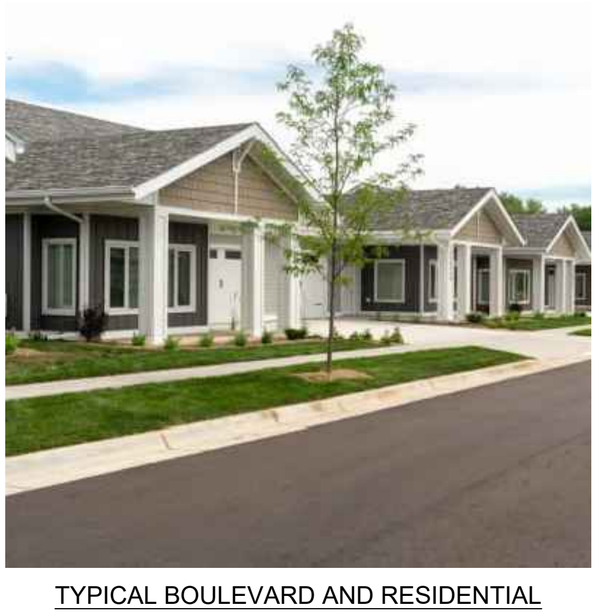
MAILBOX TURNOUT

CREEK ACCESS CORRIDORS
LANDSCAPED AND IRRIGATED FROM
LITTLE GOOSE CREEK

SUBDIVISION MONUMENT SIGN;
FINAL LOCATION TBD



SENIOR LIVING VILLAGE
CONCEPT PLAN



TYPICAL BOULEVARD AND RESIDENTIAL
LANDSCAPING PLAN

LEGEND

- ASPHALT
- BOULEVARD
- LOTS PROFESSIONALLY LANDSCAPED; IRRIGATED FROM CITY-SUPPLIED WATER SYSTEM AT THE TIME OF LOT DEVELOPMENT
- RESIDENTIAL LOTS; LANDSCAPED AND IRRIGATED BY INDIVIDUAL LOT OWNERS WITH HOA-OWNED RAW WATER SUPPLY SYSTEM, WATER PUMPED FROM LITTLE GOOSE CREEK
- PATH - CONCRETE
- MOWED/UNSURFACED TRAIL
- FUTURE SENIOR LIVING VILLAGE AND OUTLOT E; ALL UNSURFACED AREAS PROFESSIONALLY LANDSCAPED, WITH IRRIGATION PROVIDED BY HOA-OWNED RAW WATER SUPPLY SYSTEM, WATER PUMPED FROM LITTLE GOOSE CREEK
- OPEN SPACE - LEFT NATURAL
- OPEN SPACE - IRRIGATED AND LANDSCAPED
- WATER
- WETLAND BOUNDARY

N

150 75 0 150 300

SCALE IN FEET

Morrison Maierle
engineers ▪ surveyors ▪ planners ▪ scientists

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DATE: 12/2022

TEAL SPRING SUBDIVISION PUD
SHERIDAN WYOMING

PRELIMINARY LANDSCAPE PLAN

PROJECT NO. 10256.001

FIGURE NUMBER APP-B

W:\10256 - FP Little Goose LLC\001 Teal Spring Subdivision\ACAD\Exhibits\FIG 1_LandscapePlan.dwg
Plotted by tyson markham on Jan/18/2023

PUD Design Report

for

Teal Spring Subdivision
Planned Unit Development

Morrison Maierle

engineers ▪ surveyors ▪ planners ▪ scientists

PUD DESIGN REPORT

TEAL SPRING SUBDIVISION PUD

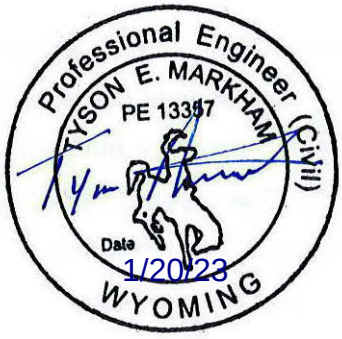
Prepared for: FP Little Goose, LLC

Prepared by: Morrison-Maierle, Inc.

1470 Sugarland Drive, Suite 1

Sheridan, WY 82801

Date of Issue: January 20, 2023



Morrison Maierle engineers • surveyors • planners • scientists
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PROJECT MANAGER
Tim Brugger, PE
OFFICE QA COORDINATOR
Jeff Feck, PE
PEER REVIEWER
1/18/23
QA APPROVAL DATE
(001218) 22-30
QA PROJECT NUMBER

CERTIFICATE OF ENGINEER

State of Wyoming)
) ss
County of Sheridan)

I, Tyson Markham, do hereby certify that this Report was prepared by me, or under my direct supervision.

Morrison Maierle
engineers • surveyors • planners • scientists

CONTENTS

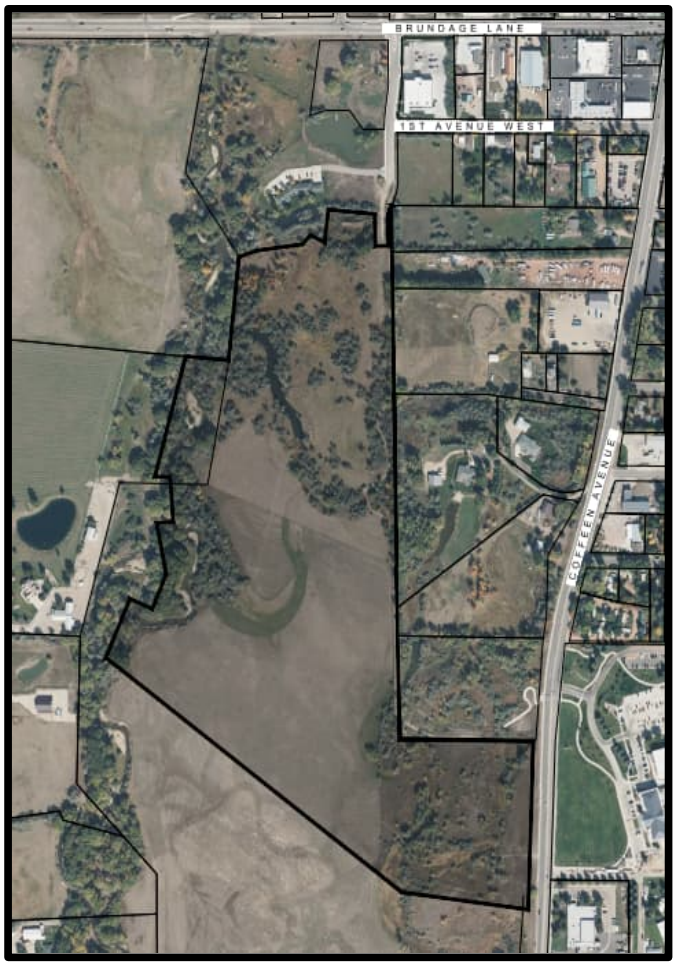
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APPENDIX C: FUTURE DEVELOPED LOT CONCEPTS (FOR REFERENCE)
APPENDIX D: DEVELOPERS NOTES

1 PROJECT LOCATION AND DESCRIPTION

This PUD Design Report addresses the proposed Teal Spring Subdivision planned unit development (PUD) in Sheridan, Wyoming. The 64.99-acre subdivision is located east of Coffeen Avenue and south of Brundage Lane. The property is located in the SE1/4SW1/4, SW1/4SW1/4, and NW1/4SW1/4 of Section 2, Township 55 North, Range 84 West.



As noted in the petition for rezone petition, the applicants for this PUD are Teal Ponds, LLC and FP Little Goose, LLC. Though FP Little Goose, LLC will be the eventual owner and developer, purchasing the remainder (Lot 5 of Green Wing Minor Subdivision) in 2023 from Teal Ponds, LLC.

This development includes the following combination of uses:

- 57 single-family residential lots (Lots 2-50 and 52-58; ranging in size between 0.33 acre and 1.16 acre)
- One small commercial lot (Lot 52; 0.40 acres), B-1 zone permitted use applies.
- A future senior living community, planned for active independent 55+ living, but depending on demand, could be a location for all ranges of senior living, including independent, assisted living and/or memory care (Tract 1; 6.64 acres)
- A future commercial tract (Tract 2; 1.96 acres), B-1 zone permitted use applies.
- An existing zone B-1 lot north of the PUD boundary will remain B-1 (i.e. Not part of PUD; Lot 1; 1.45 acres), all B-1 zoning regulations apply



Undeveloped common space occupies six outlots (Outlots A through F) which will be owned and maintained through an HOA made up of all members of the subdivision. Outlot F is located along Little Goose Creek and will be designated for private resident use only. For this reason, the outlot is not included in open space calculations.

Access roadways consist of two connections; one at Coffeen Avenue to the south (Teal Spring Drive), and another a continuation of Wetlands Drive from the north. Four cul-de-sacs are planned: Crane Dance Court, Swan Drift Court, Heron Sedge Court, and a terminating cul-de-sac from Teal Spring Drive. The proposed Layout Plan is included in Appendix A.



2 ALLOWED USES AND GOALS OF THE PUD

Allowed uses for the PUD will be single family residential, multifamily residential, senior living, and business. The senior living facility includes a three-story apartment as well as duplex and four-plex patio homes.

The goals of this PUD are in line with the City's PUD requirements by supporting the following:

- An environment which contributes to a sense of community and a coherent living style by purposefully designing the subdivision layout with the existing natural elements in mind. Being respectful of the Little Goose Creek waterway and the various wetland features to lay out lots to maximize views and provide buffers around clustered lots. This allows for the various lots to have a unique opportunity to be a part of nature while still being a part of the neighborhood community.
- Protecting natural and cultural resources by working with local specialists, Steady Stream Hydrology, LLC, in designing, permitting, and restoring the riverbanks and bends of Little Goose Creek. This included extensive work with many boulders, buried logs, and planting/seeding to restore the banks to secure them for annual high-water events in the spring. A first phase of this work was completed fall 2022 with great results and a second phase will happen summer 2023 to continue to restore the next section of river.
- Protecting natural features by working with local water rights specialists. Out West, LLC, is assisting with providing the documentation and the proper filing for preserving the water rights to this land and keep the rights local. By retaining the water rights, the development will use the water for irrigation on all single-family lots and the independent senior living lot.
- Also, we worked with local hydrology specialists, WWC Engineering, to provide the hydrology calculations, cross sections, and filings for coordinating the overall development design layout and impact with FEMA. Each lot will be graded to have a buildable area above the 100-year floodplain.
- Creating a more balanced use of the land by providing single-family residential, multi-family/senior living, community pathway access, as well as including large outlots to remain as natural.
- Providing more appropriate infill development by connecting the previously planned extension of Wetlands Drive and underground utilities to the south and then to Coffeen Avenue in the southeast corner of the development. This existing stub of Wetlands Drive and the underground utilities were designed, sized, and installed with the anticipation of this site being developed. This infill connection ties the development into the City in two

key locations and provides great access to existing trails, businesses, Sheridan College, and other services.

- Reducing traffic demand by providing a connection to both Wetlands Drive and Coffeen Avenue to spread the traffic out (traffic study performed by Stantec). Also, the development is carefully planned to balance the housing density with traffic and the natural amenities and not over-build on this infill site.
- Offering enhanced vehicle circulation by creating connections to existing streets for ease of access. Also, for pedestrian circulation, the design and construction of additional bike and walking trails that extend through the development and tie into the existing City trail system.
- Providing more open space by creating larger lots with open space between houses and other buildings along with setting aside multiple outlots to preserve the creek, wetlands, and open space.

3 RESPONSIBILITY FOR CONSTRUCTION AND MAINTENANCE



Construction of the development infrastructure will be the responsibility of the property developer, FP Little Goose, LLC. FP Little Goose will contract with local contractors to construct the streets/pathways, utilities, and storm drainage infrastructure.

A separate Homeowners Association (HOA) will be established for the PUD. The HOA will provide covenants regarding city water use, raw water irrigation, as well as pathway and outlot maintenance. Ownership and maintenance of specific infrastructure is provided below.

Street and utility infrastructure within the right-of-way will be public, and responsibility for maintenance by the City of Sheridan (upon final acceptance by City Council). Outlot areas which include soft/unsurfaced walking paths, stormwater conveyance, and stormwater detention will be the maintenance responsibility of the HOA. With joint ownership of all open areas, the residents will be provided use of all common areas for their enjoyment. A preliminary landscaping plan is provided per the PUD requirements and is found in Appendix B. This Appendix also provides the location for two planned subdivision monument signs at each entry to be HOA owned/maintained.

All water and sanitary sewer utilities in the development will be owned and maintained by the City, while gas, electrical, and communications will be provided easement and owned by these utility companies. Street lighting will be minimal and coordinated with Montana-Dakota Utilities (MDU) for design and installation in accordance with the City/MDU franchise agreement. Street lighting in the senior living community will also be coordinated with MDU and designed with the specific needs of seniors in mind while being night sky friendly. This may include features such as improved lighting levels in areas where seniors are more likely to walk, such as sidewalks and pathways, and the use of warm-toned LED lights to reduce glare and improve visibility for those with limited vision.

4 SCHEDULE

The schedule for the infrastructure development is to begin grading work and installation of the water and sanitary sewer utilities immediately upon final plat approval. Depending on the time of year, construction of the streets and other infrastructure will follow. FP Little Goose desires to install the main infrastructure as soon as possible in 2023.

The schedule for future areas include:

- Tract 1 (senior living village) - planned construction in 2024
- Tract 2 (commercial) - planned construction in 2023 or 2024
- Lot 52 (commercial) - planned construction in 2023 or 2024

Conceptual layouts for each future development listed above are provided in Appendix C.

5 PROJECT OBJECTIVES

The Teal Spring PUD aims to support responsible development in accordance with the findings of the 2021 Sheridan Housing Study, with a goal of fostering a sense of community and incorporating natural elements and open space into the site design. This includes preserving adjacent environmental resources, Little Goose Creek rehabilitation, and maintaining considerable land for existing vegetation and natural areas. The Teal Spring development includes sizeable single-family lots, future multi-family and commercial sites, and senior-living space, all connected by a safe system of roads and multi-use pathways.

6 STATEMENT OF ARCHITECTURAL THEME

The architectural theme of Teal Spring Subdivision will showcase craftsman and prairie-style homes with modern ranch and natural features. Design guidelines will be prepared and utilized by the HOA, although specific layouts and construction approaches are open to all builders.





Landscaping plans will be reviewed by the HOA. They may include a mix of natural elements, native grasses, lawns, trees, shrubs, boulders, etc. Residential lot maintenance will be the

responsibility of the individual lot owners with an HOA-owned raw water supply system pumping irrigation to lots supplied from Little Goose Creek.

7 DEVELOPMENT PROGRAMMING

7.1 Type and Size of Dwelling Units

Homes built within the single-family residential lots will be up to two-story structures sized between 2,500 square feet to 4,000 square feet of living space. All homes will include full-sized finished garages. Homes will be slab-on-grade construction with no basements planned.

All residences and/or commercial buildings within the floodplain area will be provided with a preliminary elevation certificate indicating base flood elevation. All new construction sites will need to be constructed to meet the standards of the City of Sheridan Floodplain Administrator. Once constructed, a new Elevation Certification will be required by individual property owners to ensure sufficient building elevation relative to surrounding floodways

7.2 Land Use Area Calculations

Proposed Lot Area (Multi-Family Residential)	2.0 ac
Proposed Lot Area (Single-Family Residential)	24.9 ac
Proposed Lot Area (Commercial)	2.0 ac
Proposed Area (Senior Living Facility)	6.6 ac
Roadway Right-of-Way	7.1 ac
Common Areas (Outlots A to E)	16.8 ac
Outlot F – not included as Open Space	5.6 ac
Total	65.0 ac

7.3 Off-street Parking

Single-family residential parking will primarily be accomplished within the lot boundary (i.e. garages and driveways). On-street visitor parking will be allowed but discouraged for long-term use. Because of larger residential lot size, it is anticipated to be occasional visitor-only parking on a limited basis. Parking within the PUD will exceed City code requirements of 2 spaces per dwelling unit for single-family and 1.5 spaces for multi-family. The proposed senior living facility



and proposed commercial lots will also operate under City municipal code, meeting or exceeding the City's necessary requirements depending on the projected use.

7.4 Other Restrictions

7.4.1 Building setbacks

Building setbacks for the development will vary due to the shape and size of each property. In general, the following setbacks are established:

Front setback:

- Lots 2-23: 20' setback
- Lots 24-59: 25' setback
- Tract 1: 25' setback
- Tract 2: 25' setback

Rear setback:

- Lots 2-3, 5-23, 35, 37-51, 53-59: 20' setback
- Lot 4: 45' setback to prevent wetland encroachment
- Lots 24-34, 36: 50' setback to prevent Little Goose Creek encroachment
- Tract 1: 25' setback
- Tract 2: 30' setback

Side setback:

- Lots 2-24, 35-38, 53-59: 5' setback
- Lot 39-51: 10' setback
- Lot 52: 10' east, 30' west setback(1)
- Tract 1: 10' setback
- Tract 2: 10' east, 20' west setback

(1) - denotes added setback to account for elevation change

7.4.2 Structure Heights

Structure heights shall conform to the following:

- Single-family residential: not exceed two-stories and 30' max height
- Multi-family residential: not exceed 45', or three-stories
- Commercial: not exceed 45', or four-stories
- Senior Living facility: A three-story, pitched roof apartment building 45'-high and one-story patio-style homes



7.4.3 Access and grades

A small region of considerable grade change exists just inside the Coffeen Avenue entrance and ranges between 30% to 40% slope. This area will be flattened for the proposed entry road to maintain grades of 6-7%. Outside the roadway corridor, building footprints will be adequately placed outside these steep slope areas or designed to accommodate the elevation difference. The remainder of the site is reasonably flat and does not exceed 5% grade.

7.4.4 Street Width

Street width for all streets will maintain a City of Sheridan local street standard 36-foot back-of-curb width (31-foot paved width). To provide a more low-impact design, a small section of un-curbed, rural-style roadway will be provided just after the entrance from Coffeen Avenue, as no drainage or pedestrian paths are necessary in the vicinity. Additional design efficiencies were considered (narrower street widths throughout) but were not supported by City Engineering staff. Cul-de-sac turnarounds and restricted on-street parking provides improved emergency access capability.

A turnout will be installed in Outlot E for mailbox access and connection to the future senior village.

7.4.5 Pedestrian Access

A 10’ wide shared-use pathway is planned on the east side of Teal Spring Drive and is incorporated with connections to the existing City of Sheridan pathway system. With the condition of installing a 10-wide pathway, City staff has indicated that no sidewalk on the opposing side of the road is required. Per existing agreements, the city will design and construct approximately 1,000’ of hard surface pathway (where soft-surface path already exists) along Wetlands Drive to connect to this development. At the south end of the property, the pathway will connect to the existing system on Sheridan College Property, with no pathway or sidewalk proposed for approximately 650’ on Teal Spring Drive at the Coffeen Avenue access.

Other unsurfaced, walking trail access is proposed within open-space areas to provide on-site access to environmental features (e.g. ponds, Dry Creek, Little Goose Creek). The PUD Layout Plan provided as Appendix A provides the layout and development programming data in detail.

8 OVERALL DENSITY CALCULATIONS

Overall density calculations for the development are shown in Table 1 below:

Table 1 - OVERALL DENSITY CALCULATIONS

Road right of way (curb, gutter, 10-ft pathway, and pavement)	7.1 ac	11.0%
57 Single-Family Lot Area	24.9 ac	38.3%
Multi-family Lot 1 Area	1.5 ac	2.3%
Commercial Tract 2 & Lot 52 Area	2.5 ac	3.8%
Senior Living Facility Area (Tract 1)	6.5 ac	10.2%
Outlot A – E Area (open space)	16.8 ac	25.8%
Outlot F Area (not included as open space)	5.6 ac	8.5%
Total property	65.0 ac	100%

Note that without Outlot F, the open space is 25.8% of the overall area, above the 20% open space requirement for PUDs. The goal is to maintain a significant amount of valuable open space. This level of open space provides magnificent mountain views and wildlife observation that is important to preserve.

9 WATER SYSTEM IMPROVEMENTS

Water system improvements for the development will include primarily 8" PVC water mains following the street layout, with connections to an existing 16" main in Coffeen Avenue and an 8" main in Wetlands Drive. The looped water lines provide increased flowrates during fire flow situations, as well as provide redundancy during water line breaks or maintenance.

The single-family residential lots (and small commercial Lot 52) will be served with 1" water service lines. The commercial lot at the north end of the subdivision along Wetlands Drive will include a 2" water service line. An 8" main will be stubbed into the future senior living village to support domestic and fire flow demands expected for that area. Tract 2 adjacent to Coffeen Avenue will be served in the future by new tap(s) on the existing 16" line in Coffeen Avenue.

Lawns and landscaping within the subdivision will not use City water for irrigation. A separate raw water irrigation system is planned for the subdivision utilizing water rights on the property, with water pumped from Little Goose Creek.

10 SANITARY SEWER SYSTEM IMPROVEMENTS

Sanitary sewer system improvements for the development will include a network of 8" PVC sewer mains following the street layout. The proposed sewer system will connect into the existing interceptor sewer located along Little Goose Creek northwest of the site.

The sewer network draining to the above-described connection will serve the majority of the subdivision (all 57 residential lots and the future senior living village). Neighbors of existing residential homes to the east of the subdivision have expressed an interest in extending sewer into their properties, as they are currently served by septic systems. This would be possible with a new short extension of the sewer main along Wetlands Drive beyond the northeast cul-de-sac to reach the adjacent property line. Preliminary review indicates that a gravity flow sewer main would accommodate the neighbors should they choose to coordinate with the City to extend it.

Lot 1 located along the north end of Wetlands Drive will be served by a service line connection to the existing 8" main located in Wetlands Drive. This line was installed in 2020 for Restoration Ranch.

The commercially zoned Tract 2 located west of Sheridan College can be served by the existing 10" sewer line on the east side of Coffeen Avenue. A survey was conducted of the manholes along that line and depth is sufficient to serve Tract 2. Service for Tract 2 would be designed and permitted as a part of the commercial site plan process when the tract is developed.

11 DRY UTILITY IMPROVEMENTS

Communication has been underway with MDU (electric & gas) to supply the development. In addition, there has been interest from multiple communications providers in the area to serve the development and will be accommodated during the design and construction.

12 GEOTECHNICAL ENGINEERING STUDY

A geotechnical engineering study of the property was completed in August 2022 by American Engineering Testing (AET) of Sheridan and is provided in the accompanying Engineering Design Report. The geotechnical report includes recommendations for street pavement sections as well as structure foundations. No material abnormalities were identified. However due to its low-lying nature and creek proximity, shallow groundwater levels are apparent, and the data will be considered during design.

13 STORM DRAINAGE AND HYDROLOGY

Storm drainage for the development will be controlled primarily by the street curb/gutter system collected in curb inlets. Shallow swales/ditches will be utilized where applicable to provide a lower impact design. Stormwater detention is planned in open space areas and all pipe discharge will outfall to either Dry Creek or Little Goose Creek. Off-site stormwater will be routed through the existing Dry Creek drainage through larger stormwater conveyance structures, such as box culverts.

For more storm drainage information, refer to the Engineering Design Report for the Teal Spring Subdivision PUD provided under separate cover.

13.1 Little Goose Creek Rehabilitation

Steady Stream Hydrology has already performed construction during 2022 to repair and restore the southern section of Little Goose Creek in the PUD area. The goal of the project was to stabilize the banks, enhance the ecological integrity of Little Goose Creek and improve conditions for wildlife and recreational use. This included a variety of measures to improve the overall health and functioning of the creek and its surrounding ecosystem including stabilizing





eroding banks, re-vegetating riparian areas, and installing fabric and boulder structures to improve stream flow and habitat for fish and other aquatic species. As shown in the accompanying photos, the work performed by Steady Stream Hydrology has been incredibly successful in restoring Little Goose Creek to a healthier state.

14 TRAFFIC DATA

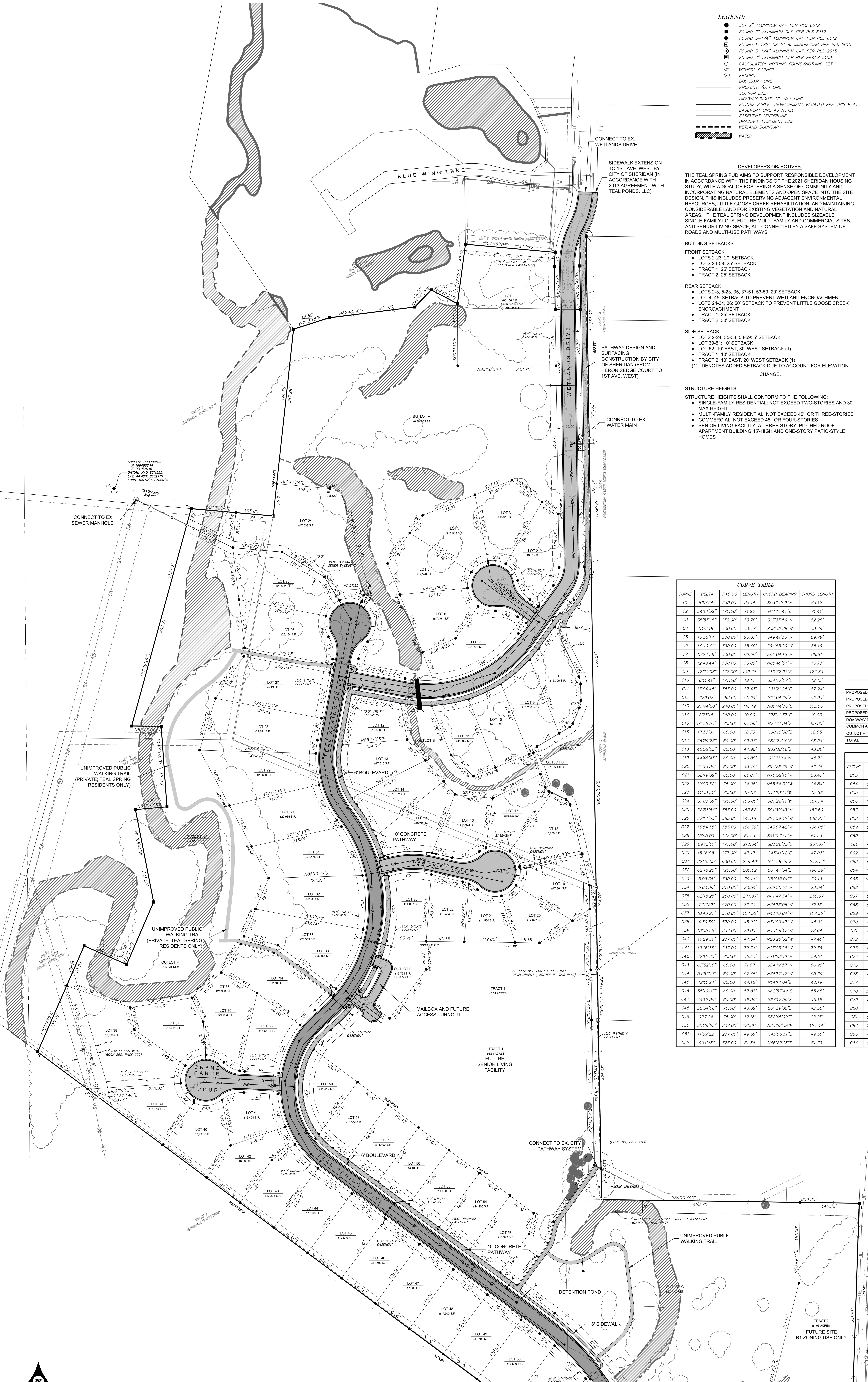
A traffic impact study (TIS) was conducted for the project by Stantec Consulting Services, Inc. of Sheridan. The study concludes that projected 2042 traffic volumes result in a slightly decreased level of service (LOS), the volume is low and does not significantly alter traffic on or near the proposed development. The study specifically states that “no modifications to existing traffic control are necessary” and was submitted to WYDOT for review and approval. Any potential comments will be provided once received.

For more traffic information, refer to the full TIS included in the Engineering Design Report for the Teal Spring Subdivision PUD, provided under separate cover.

APPENDIX A
PUD LAYOUT PLAN

LEGEND:

- ● SET 2" ALUMINUM CAP PER PLS 6812
- ■ FOUND 2" ALUMINUM CAP PER PLS 6812
- ◆ FOUND 3-1/4" ALUMINUM CAP PER PLS 6812
- FOUND 1-1/2" OR 2" ALUMINUM CAP PER PLS 2615
- FOUND 3-1/4" ALUMINUM CAP PER PLS 2615
- FOUND 2" ALUMINUM CAP PER PE&LS 3159
- ○ CALCULATED: NOTHING FOUND/NOTHING SET
- WC WITNESS CORNER
- (R) RECORD
- BOUNDARY LINE
- PROPERTY/LOT LINE
- SECTION LINE
- HIGHWAY RIGHT-OF-WAY LINE
- FUTURE STREET DEVELOPMENT VACATED PER THIS PLAT
- EASEMENT LINE AS NOTED
- EASEMENT CENTERLINE
- DRAINAGE EASEMENT LINE
- WETLAND BOUNDARY
- WATER



DEVELOPERS OBJECTIVES:

THE TEAL SPRING PUD AIMS TO SUPPORT RESPONSIBLE DEVELOPMENT IN ACCORDANCE WITH THE FINDINGS OF THE 2021 SHERIDAN HOUSING STUDY, WITH A GOAL OF FOSTERING A SENSE OF COMMUNITY AND INCORPORATING NATURAL ELEMENTS AND OPEN SPACE INTO THE SITE DESIGN. THIS INCLUDES PRESERVING ADJACENT ENVIRONMENTAL RESOURCES, LITTLE GOOSE CREEK REHABILITATION, AND MAINTAINING CONSIDERABLE LAND FOR EXISTING VEGETATION AND NATURAL AREAS. THE TEAL SPRING DEVELOPMENT INCLUDES SIZEABLE SINGLE-FAMILY LOTS, FUTURE MULTI-FAMILY AND COMMERCIAL SITES, AND SENIOR-LIVING SPACE, ALL CONNECTED BY A SAFE SYSTEM OF ROADS AND MULTI-USE PATHWAYS.

BUILDING SETBACKS

FRONT SETBACK:

- LOTS 2-23: 20' SETBACK
- LOTS 24-59: 25' SETBACK
- TRACT 1: 25' SETBACK
- TRACT 2: 25' SETBACK

REAR SETBACK:

- LOTS 2-3, 5-23, 35, 37-51, 53-59: 20' SETBACK
- LOT 4: 45' SETBACK TO PREVENT WETLAND ENCROACHMENT
- LOTS 24-34, 36: 50' SETBACK TO PREVENT LITTLE GOOSE CREEK ENCROACHMENT
- TRACT 1: 25' SETBACK
- TRACT 2: 30' SETBACK

SIDE SETBACK:

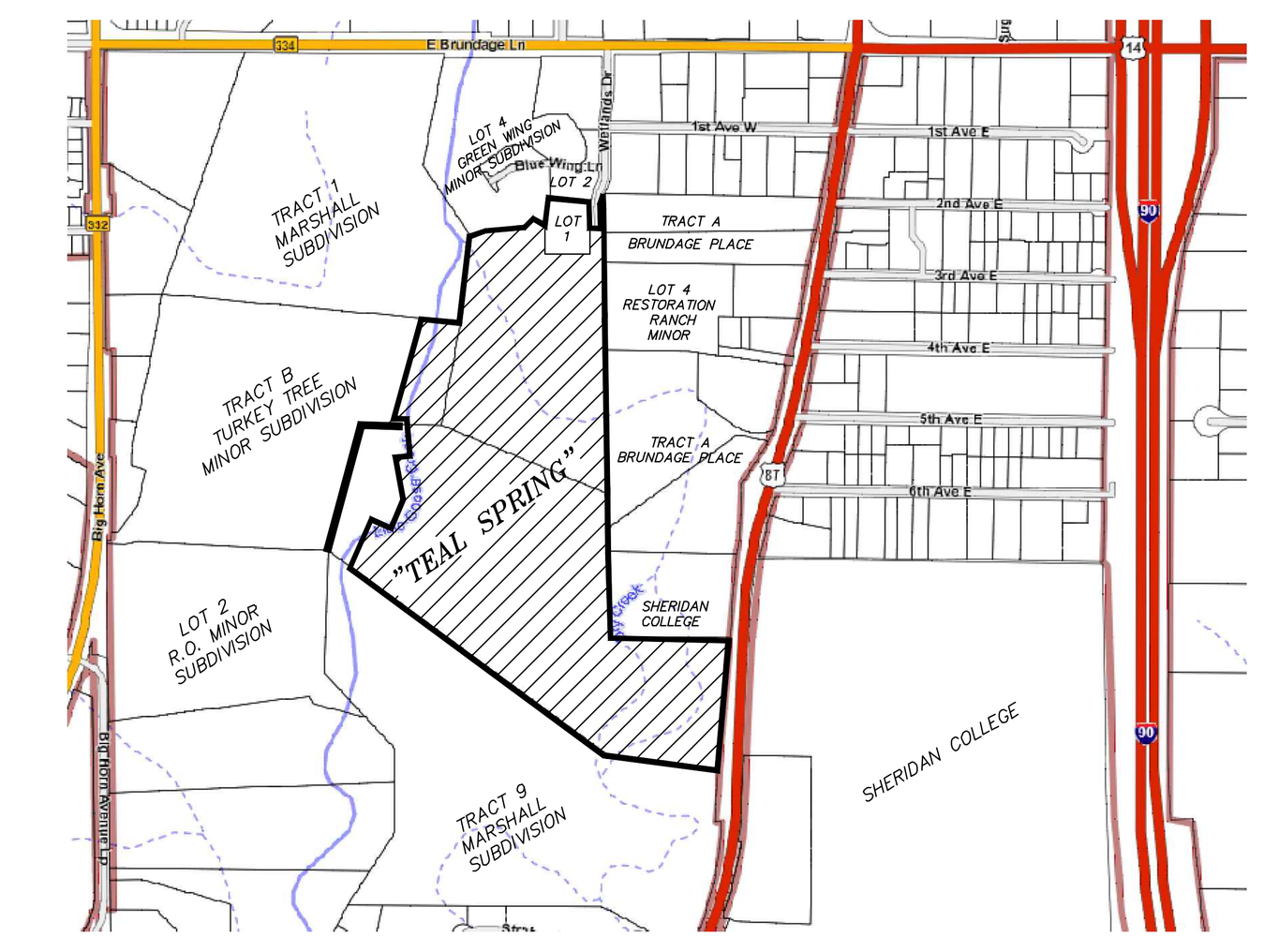
- LOTS 2-24, 35-38, 53-59: 5' SETBACK
- LOT 39-51: 10' SETBACK
- LOT 52: 10' EAST, 30' WEST SETBACK (1)
- TRACT 1: 10' SETBACK
- TRACT 2: 10' EAST, 20' WEST SETBACK (1)

(1) - DENOTES ADDED SETBACK DUE TO ACCOUNT FOR ELEVATION CHANGE.

STRUCTURE HEIGHTS

STRUCTURE HEIGHTS SHALL CONFORM TO THE FOLLOWING:

- SINGLE-FAMILY RESIDENTIAL: NOT EXCEED TWO-STORIES AND 30' MAX HEIGHT
- MULTI-FAMILY RESIDENTIAL: NOT EXCEED 45', OR THREE-STORIES
- COMMERCIAL: NOT EXCEED 45', OR FOUR-STORIES
- SENIOR LIVING FACILITY: A THREE-STORY, PITCHED ROOF APARTMENT BUILDING 45'-HIGH AND ONE-STORY PATIO-STYLE HOMES



LOCATION MAP

NO TRUE SCALE

AREA OF 59 LOTS ±26.73 ACRES
AREA OF 6 OUTLOTS ±22.53 ACRES
AREA OF 2 TRACTS ±8.60 ACRES
AREA OF ROADS ±7.13 ACRES
TOTAL = ±64.99 ACRES

ZONING: PLANNED UNIT DEVELOPMENT
LOT 1, ZONED B1

CERTIFICATE OF DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED FP LITTLE GOOSE, LLC BEING THE OWNER(S), PROPRIETORS OR PARTIES OF INTEREST IN THE LAND SHOWN ON THIS PLAT, DO HEREBY STATE:

THAT THE FOREGOING PLAT DESIGNATED AS **TEAL SPRING SUBDIVISION, PLANNED UNIT DEVELOPMENT,** IS A RE-SUBDIVISION OF TRACT A, TURKEY TREE MINOR SUBDIVISION, AND LOT 5, GREEN WING MINOR SUBDIVISION, CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING.

SAID RE-SUBDIVISION CONTAINS **±64.99 ACRES** OF LAND, MORE OR LESS.

TEAL SPRING SUBDIVISION, PLANNED UNIT DEVELOPMENT, 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 PROPRIETORS; AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS, OUTLOTS, STREETS AND EASEMENTS.

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 FOR THE INDICATED PURPOSES, ALL STREETS, EASEMENTS AND OTHER PUBLIC LANDS, AS INDICATED, AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE.

UTILITY EASEMENTS, AS DESIGNATED ON THE PLAT, ARE HEREBY GRANTED TO THE CITY OF SHERIDAN AND IT'S LICENSEES FOR PUBLIC USE FOR THE PURPOSE OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SANITARY SEWERS, STORM SEWERS, WATER LINES, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE TV LINE, AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC.

OUTLOTS ARE UTILITY EASEMENTS (WHERE SHOWN), DRAINAGE EASEMENTS, AND OPEN SPACES WHICH ARE OWNED & MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

DECLARATION EXTINGUISHING PREVIOUS EASEMENTS

1) ALL EARLIER EASEMENTS OR PORTIONS THEREOF ENCOMPASSED BY THE BOUNDARY OF THIS PLAT ARE HEREBY EXTINGUISHED UNLESS NOTED OTHERWISE.

2) EXISTING UTILITIES PLACED IN PREVIOUS RECORDED EASEMENTS WITHIN THE BOUNDARY OF THIS PLAT HAVE SENIOR RIGHTS AND ARE NOW PROTECTED BY EASEMENTS OR ROADS AS SHOWN ON THIS PLAT.

3) A (30' RESERVED FOR FUTURE STREET DEVELOPMENT) PER MARSHALL SUBDIVISION, ENCOMPASSED BY THE BOUNDARY OF THIS PLAT IS HEREBY VACATED.

4) REALIGNMENT OF A 15.0' PATHWAY EASEMENT AS SHOWN ON SHEET 3 OF 3, ALONG WETLANDS DRIVE AND LOT 8.

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	8°15'24"	230.00'	33.14'	S03°14'59"W	33.12'
C2	24°14'59"	170.00'	71.95'	N11°14'47"E	71.41'
C3	36°53'16"	130.00'	83.70'	S17°33'56"W	82.26'
C4	5°51'48"	330.00'	33.77'	S38°56'28"W	33.76'
C5	15°38'17"	330.00'	90.07'	S49°41'30"W	89.79'
C6	14°49'41"	330.00'	85.40'	S64°55'29"W	85.16'
C7	15°27'58"	330.00'	89.08'	S80°04'18"W	88.81'
C8	12°49'44"	330.00'	73.89'	N85°46'51"W	73.73'
C9	42°20'08"	177.00'	130.78'	S10°32'03"E	127.83'
C10	6°11'41"	177.00'	19.14'	S34°47'57"E	19.13'
C11	13°04'45"	383.00'	87.43'	S31°21'25"E	87.24'
C12	7°29'07"	383.00'	50.04'	S21°04'29"E	50.00'
C13	27°44'20"	240.00'	116.19'	N86°44'36"E	115.06'
C14	2°23'15"	240.00'	10.00'	S78°11'37"E	10.00'
C15	51°36'53"	75.00'	67.56'	N77°11'34"E	65.30'
C16	17°53'01"	60.00'	18.73'	N60°19'38"E	18.65'
C17	56°39'23"	60.00'	59.33'	S82°24'10"E	56.94'
C18	42°52'25"	60.00'	44.90'	S32°38'16"E	43.86'
C19	44°46'45"	60.00'	46.89'	S11°11'19"W	45.71'
C20	41°43'35"	60.00'	43.70'	S54°26'29"W	42.74'
C21	58°19'09"	60.00'	61.07'	N75°32'10"W	58.47'
C22	19°03'52"	75.00'	24.96'	N55°54'32"W	24.84'
C23	11°33'31"	75.00'	15.13'	N71°13'14"W	15.10'
C24	31°03'39"	190.00'	103.00'	S87°28'11"W	101.74'
C25	22°58'54"	383.00'	153.62'	S01°39'43"W	152.60'
C26	22°01'03"	383.00'	147.18'	S24°09'42"W	146.27'
C27	15°54'58"	383.00'	106.39'	S43°07'42"W	106.05'
C28	19°55'09"	177.00'	61.53'	S41°07'37"W	61.23'
C29	69°13'11"	177.00'	213.84'	S03°26'33"E	201.07'
C30	15°16'08"	177.00'	47.17'	S45°41'12"E	47.03'
C31	22°40'55"	630.00'	249.40'	S41°58'49"E	247.77'
C32	62°18'25"	190.00'	206.62'	S61°47'34"E	196.59'
C33	5°03'36"	330.00'	29.14'	N89°35'01"E	29.13'
C34	5°03'36"	270.00'	23.84'	S89°35'01"W	23.84'
C35	62°18'25"	250.00'	271.87'	N61°47'34"W	258.67'
C36	7°15'29"	570.00'	72.20'	N34°16'06"W	72.16'
C37	10°48'27"	570.00'	107.52'	N43°18'04"W	107.36'
C38	4°36'59"	570.00'	45.92'	N51°00'47"W	45.91'
C39	19°05'59"	237.00'	79.00'	N43°46'17"W	78.64'
C40	11°29'31"	237.00'	47.54'	N28°28'32"W	47.46'
C41	19°16'36"	237.00'	79.74'	N13°05'28"W	79.36'
C42	42°12'20"	75.00'	55.25'	S71°29'59"W	54.01'
C43	67°52'16"	60.00'	71.07'	S84°19'57"W	66.99'
C44	54°52'17"	60.00'	57.46'	N34°17'47"W	55.29'
C45	42°11'24"	60.00'	44.18'	N14°14'04"E	43.19'
C46	55°16'07"	60.00'	57.88'	N62°57'49"E	55.66'
C47	44°12'35"	60.00'	46.30'	S67°17'50"E	45.16'
C48	32°54'56"	75.00'	43.09'	S61°39'00"E	42.50'
C49	9°17'24"	75.00'	12.16'	S82°45'09"E	12.15'
C50	30°26'23"	237.00'	125.91'	N23°52'38"E	124.44'
C51	11°59'22"	237.00'	49.59'	N45°05'31"E	49.50'
C52	9°11'46"	323.00'	51.84'	N46°29'18"E	51.79'

LAND USE AREA CALCULATIONS

	AREA (ACRES)	AREA (%)
PROPOSED LOT AREA (MULTI-FAMILY RESIDENTIAL)	2.0	3.1%
PROPOSED LOT AREA (SINGLE-FAMILY RESIDENTIAL)	24.9	38.3%
PROPOSED LOT AREA (COMMERCIAL)	2.0	3.1%
PROPOSED AREA (SENIOR LIVING FACILITY)	6.6	10.2%
ROADWAY RIGHT-OF-WAY	7.1	10.9%
COMMON AREA (OUTLOTS A TO E)	16.8	25.8%
OUTLOT F - NOT INCLUDED AS OPEN SPACE	5.6	8.6%
TOTAL	**65.0**	**100.0%**

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C53	3°33'17"	323.00'	20.04'	N40°06'47"E	20.04'
C54	27°33'18"	323.00'	155.34'	N24°33'29"E	153.85'
C55	22°51'12"	323.00'	128.83'	N00°38'46"W	127.98'
C56	22°28'56"	323.00'	126.74'	N23°18'50"W	125.93'
C57	3°20'30"	323.00'	18.84'	N36°13'33"W	18.84'
C58	22°47'32"	237.00'	94.28'	N26°30'01"W	93.66'
C59	18°08'10"	237.00'	75.02'	N06°02'10"W	74.71'
C60	7°36'06"	237.00'	31.44'	N06°49'58"E	31.42'
C61	42°12'20"	75.00'	55.25'	N10°28'09"W	54.01'
C62	48°47'47"	60.00'	51.10'	N07°10'25"W	49.57'
C63	48°20'49"	60.00'	50.63'	N41°23'53"E	49.14'
C64	52°39'14"	60.00'	55.14'	S88°06'05"E	53.22'
C65	107°50'20"	60.00'	112.93'	S07°51'18"E	96.98'
C66	35°25'51"	75.00'	46.38'	S28°20'57"W	45.64'
C67	14°18'49"	270.00'	67.45'	S86°31'24"E	67.28'
C68	50°18'38"	270.00'	237.08'	N61°09'53"E	229.54'
C69	42°12'20"	75.00'	55.25'	N75°05'36"W	54.01'
C70	41°28'44"	60.00'	43.44'	N75°27'24"W	42.49'
C71	49°14'55"	60.00'	51.57'	N30°05'34"W	50.00'
C72	37°53'06"	60.00'	39.67'	N13°28'26"E	38.95'
C73	46°30'09"	60.00'	48.70'	N55°40'04"E	47.37'
C74	41°34'59"	60.00'	43.55'	S80°17'22"E	42.60'
C75	47°42'45"	60.00'	49.96'	S35°38'30"E	48.53'
C76	42°12'20"	75.00'	55.25'	S32°53'17"E	54.01'
C77	36°53'16"	70.00'	45.07'	N17°33'56"E	44.29'
C78	25°00'55"	42.50'	18.56'	S13°23'36"E	18.41'
C79	23°47'42"	42.50'	17.65'	S11°00'42"W	17.52'
C80	36°16'06"	17.50'	11.08'	S41°02'36"W	10.89'
C81	55°51'50"	17.50'	17.06'	S31°14'44"W	16.39'
C82	20°39'58"	17.50'	6.31'	S08°54'37"E	6.28'
C83	45°35'12"	17.50'	13.92'	S42°02'12"E	13.56'
C84	51°23'10"	17.50'	15.69'	S39°08'13"E	15.17'

LINE TABLE

LINE	BEARING	LENGTH
L1	S89°35'18"E	1.00'
L2	S76°59'59"E	39.16'
L3	N87°23'51"W	80.63'
L4	S87°23'51"E	80.63'
L5	N10°38'01"E	20.00'
L6	N10°38'01"E	12.42'
L7	S10°38'01"W	25.85'
L8	N36°00'33"E	30.73'
L9	N53°59'27"W	25.00'
L10	S53°59'27"E	25.00'
L11	N36°00'33"E	60.19'
L12	S00°53'09"E	38.72'
L13	S22°54'34"W	40.57'
L14	S59°10'39"W	29.20'
L15	S59°10'39"W	60.92'
L16	S68°29'21"W	11.83'
L17	S19°14'36"E	47.28'
L18	S19°14'36"E	32.64'
L19	S64°49'48"E	8.55'
L20	S64°49'48"E	36.54'
L21	N89°07'18"E	16.00'

SCALE: 1"= 80'

BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE
DISTANCES ARE SURFACE

GRAPHIC SCALE

-80 0 40 80 160 320

(U.S. SURVEY FEET)
1 inch = 80 FEET

DATUM:

NAD 83(1993), NAVD 88 (U.S. SURVEY FEET)
DATUM ADJUSTMENT FACTOR (DAF): 1.000235
DIVIDE SURFACE COORDINATES BY DAF TO CALCULATE THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE, COORDINATES

PRESTFELDT SURVEYING
2340 WETLANDS DR., SUITE 100
PO BOX 3082
SHERIDAN, WY 82801

Professional Engineer (Civil) — TYSON E. MARKHAM — PE-13357 — Date 4-18-2023 — WYOMING

\\MMISHARE\WYOMING\PROJECTS\10256 - FP LITTLE GOOSE LLC\001 TEAL SPRING SUBDIVISION\ACAD\EXHIBITS\FIG 1_LAYOUT PLAN.DWG

VERIFY SCALE!
THESE PRINTS MAY BE REDUCED. LINE BELOW MEASURES ONE INCH ON ORIGINAL DRAWING.
MODIFY SCALE ACCORDINGLY!

REVISIONS			
NO.	DESCRIPTION	BY	DATE

PLOTTED BY:KATELYN LOLLAR ON Apr/18/2023

Morrison Maierle
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DSGN. BY: TEM
APPR. BY: TEM
DATE: 12/2022
Q.C. REVIEW
BY:
DATE:

TEAL SPRING SUBDIVISION PUD
SHERIDAN WYOMING
PUD LAYOUT PLAN

PROJECT NUMBER 10256.001
SHEET NUMBER APP-A
DRAWING NUMBER APP-A

APPENDIX B
PRELIMINARY LANDSCAPE PLAN

SUBDIVISION MONUMENT SIGN;
FINAL LOCATION TBD

BOULEVARD TO BE GRASS SEED/SOD;
IRRIGATED BY HOA-OWNED RAW WATER
SUPPLY SYSTEM

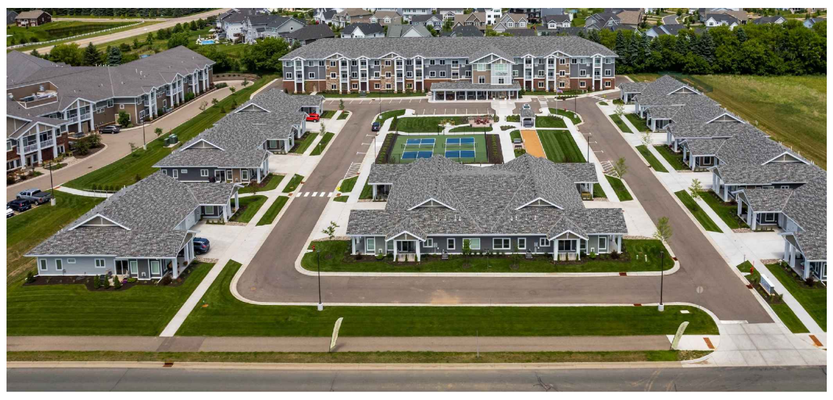
CREEK ACCESS CORRIDORS
LANDSCAPED AND IRRIGATED FROM
LITTLE GOOSE CREEK

UNSURFACED TRAIL FOR
SUBDIVISION RESIDENTS ONLY
(PRIVATE)

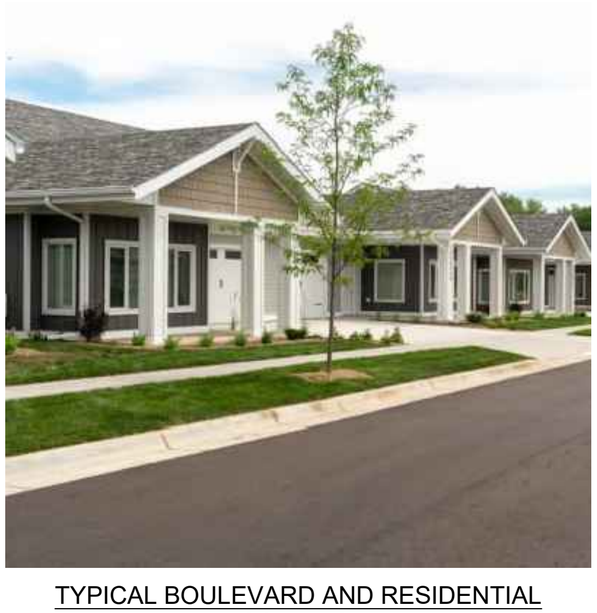
MAILBOX TURNOUT

CREEK ACCESS CORRIDORS
LANDSCAPED AND IRRIGATED FROM
LITTLE GOOSE CREEK

SUBDIVISION MONUMENT SIGN;
FINAL LOCATION TBD



SENIOR LIVING VILLAGE
CONCEPT PLAN



TYPICAL BOULEVARD AND RESIDENTIAL
LANDSCAPING PLAN

LEGEND

- ASPHALT
- BOULEVARD
- LOTS PROFESSIONALLY LANDSCAPED; IRRIGATED FROM CITY-SUPPLIED WATER SYSTEM AT THE TIME OF LOT DEVELOPMENT
- RESIDENTIAL LOTS; LANDSCAPED AND IRRIGATED BY INDIVIDUAL LOT OWNERS WITH HOA-OWNED RAW WATER SUPPLY SYSTEM, WATER PUMPED FROM LITTLE GOOSE CREEK
- PATH - CONCRETE
- MOWED/UNSURFACED TRAIL
- FUTURE SENIOR LIVING VILLAGE AND OUTLOT E; ALL UNSURFACED AREAS PROFESSIONALLY LANDSCAPED, WITH IRRIGATION PROVIDED BY HOA-OWNED RAW WATER SUPPLY SYSTEM, WATER PUMPED FROM LITTLE GOOSE CREEK
- OPEN SPACE - LEFT NATURAL
- OPEN SPACE - IRRIGATED AND LANDSCAPED
- WATER
- WETLAND BOUNDARY

N

150 75 0 150 300

SCALE IN FEET

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DATE: 12/2022

TEAL SPRING SUBDIVISION PUD
SHERIDAN WYOMING

PRELIMINARY LANDSCAPE PLAN

PROJECT NO. 10256.001

FIGURE NUMBER APP-B

W:\10256 - FP Little Goose LLC\001 Teal Spring Subdivision\ACAD\Exhibits\FIG 1_LandscapePlan.dwg
Plotted by tyson markham on Jan/18/2023

APPENDIX C
FUTURE DEVELOPED LOT CONCEPTS (FOR REFERENCE)

LOT 29
25,680 SF
±0.59 AC

LOT 30
22,935 SF
±0.53 AC

LOT 31
22,475 SF
±0.52 AC

LOT 32
24,813 SF
±0.57 AC

LOT 33
26,383 SF
±0.61 AC

LOT 34
22,785 SF
±0.52 AC

LOT 35
15,661 SF
±0.36 AC

LOT 13
17,015 SF
±0.39 AC

LOT 14
16,871 SF
±0.39 AC

LOT 15
16,704 SF
±0.38 AC

LOT 16
15,324 SF
±0.35 AC

LOT 17
15,137 SF
±0.35 AC

LOT 18
17,256 SF
±0.40 AC

OUTLOT B
94,011 SF
±2.16 AC

Trail System

SWAN DRIFT COURT

LOT 19
17,864 SF
±0.41 AC

LOT 20
12,897 SF
±0.30 AC

LOT 21
11,520 SF
±0.26 AC

LOT 22
13,404 SF
±0.31 AC

LOT 23
14,857 SF
±0.34 AC

Stormwater

Stormwater

Stormwater

mailboxes

COMMUNITY BUILDING

PICKLE BALL

TRACT 1
289,066 SF
±6.64 AC

greenhouse

THREE-STORY APARTMENT BUILDING

TRACT 1 BOUNDARY

ONE-STORY PATIO-STYLE HOME (TYP.)

LOT 41
13,424 SF
±0.31 AC

LOT 42
16,888 SF
±0.39 AC

LOT 43
17,295 SF
±0.40 AC

LOT 44
17,500 SF
±0.40 AC

LOT 45
17,500 SF
±0.40 AC

LOT 46
17,500 SF
±0.40 AC

LOT 47
17,500 SF
±0.40 AC

LOT 48
17,500 SF
±0.40 AC

LOT 49
17,500 SF
±0.40 AC

LOT 50
17,500 SF
±0.40 AC

LOT 51
17,500 SF

LOT 53
13,943 SF
±0.32 AC

LOT 54
14,400 SF
±0.33 AC

LOT 55
14,400 SF
±0.33 AC

LOT 56
14,400 SF
±0.33 AC

LOT 57
14,400 SF
±0.33 AC

LOT 58
14,304 SF
±0.33 AC

LOT 59
14,240 SF
±0.33 AC

TEAL SPRING DRIVE

SECONDARY DRIVE

PL

N

0 50 100

SCALE IN FEET

NOTE:

THIS IS A CONCEPTUAL SITE LAYOUT ONLY AND IS SUBJECT TO CHANGE. IT IS NOT A FINAL REPRESENTATION AND MAY BE MODIFIED BASED ON VARIOUS FACTORS INCLUDING ENGINEERING AND DESIGN REVISIONS. ANY DIMENSIONS, LOCATIONS, AND AMENITIES SHOWN ARE APPROXIMATE.

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DATE: 12/2022

TEAL SPRING SUBDIVISION PUD
SHERIDAN WYOMING

FUTURE SENIOR VILLAGE CONCEPTUAL LAYOUT

PROJECT NO.
10256.001

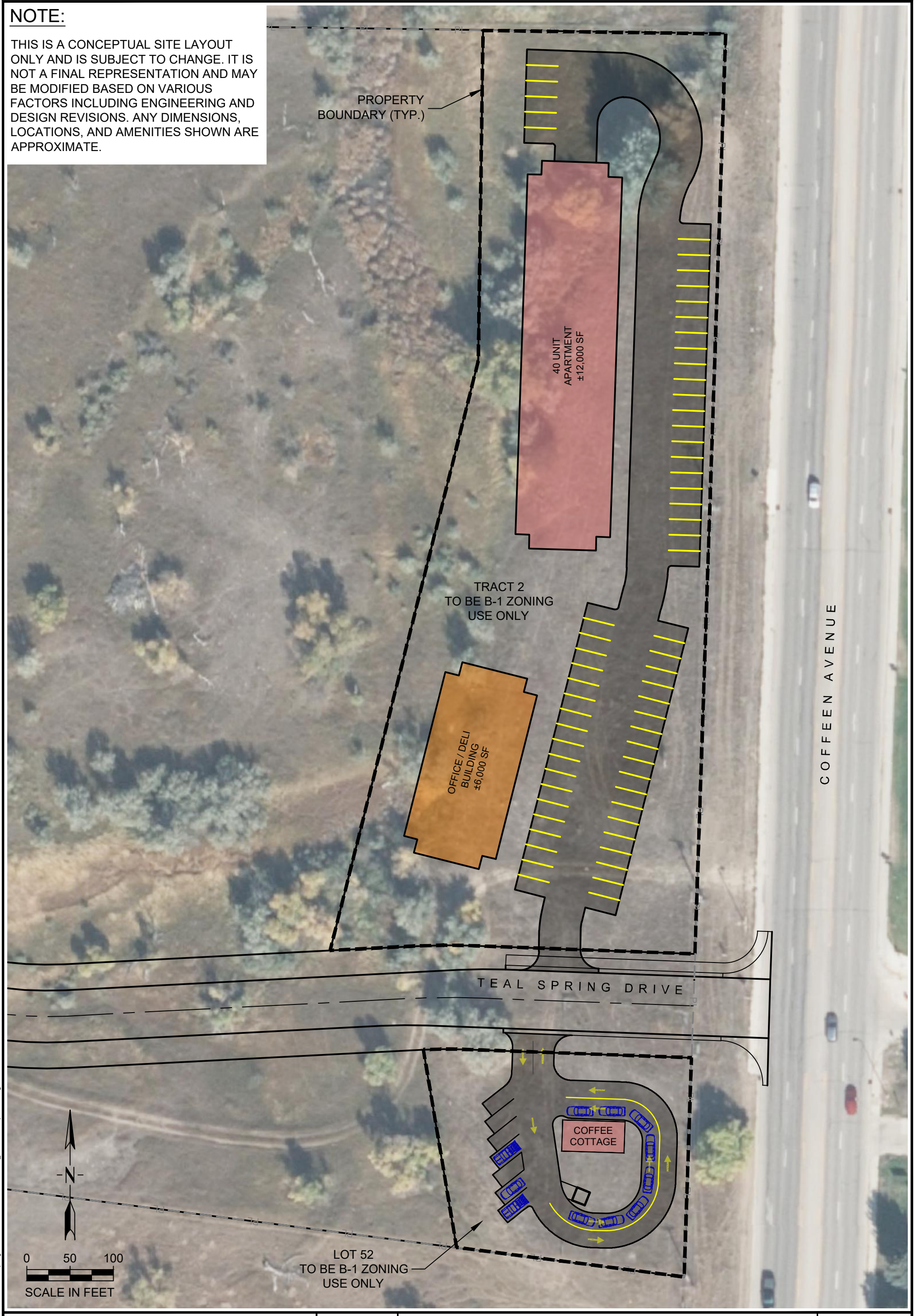
FIGURE NUMBER
APP-C1

Plotted by tyson markham on Jan/16/2023

W:\10256 - FP Little Goose LLC\001 Teal Spring Subdivision\ACAD\Exhibits\APP-C_FutureDevelopments.dwg

NOTE:

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DATE: 12/2022

TEAL SPRING SUBDIVISION PUD
SHERIDAN WYOMING

TRACT 2 & LOT 52 CONCEPTUAL LAYOUT

PROJECT NO. 10256.001

FIGURE NUMBER APP-C2

Plotted by katelyn lollar on Feb/28/2023

W:\10256 - FP Little Goose LLC\001 Teal Spring Subdivision\ACAD\Exhibits\APP-C_FutureDevelopments.dwg

APPENDIX D
DEVELOPERS NOTES

Developer's Notes
Proposed Teal Spring Subdivision PUD

Project Location:

The proposed 65-acre Teal Spring project is located across from the Sheridan College on Coffeen Avenue and will connect up through Wetlands Drive to East Brundage Lane. All the property is within the city limits. Wetlands Drive and city utilities have been sized and stubbed into the site in anticipation of this land being developed.

Project Market Area:

Proximity to employment and shopping are key factors when choosing where to live. Sheridan is a shopping/services destination for the surrounding rural area in Sheridan County, as well as the employment center. Many of Sheridan's retail stores and businesses are less than a mile away from the site including Walmart, Albertsons, Walgreens, Home Depot, Sportsman's Warehouse, Shipton's Big R, car dealerships, gas stations, various offices, and several restaurants. Another benefit to this location is the proximity to Sheridan College. Both the City of Sheridan's recent Housing Needs Assessment and the developer's market study for the site indicate strong demand for housing in the community and on this site.

The Sheridan Housing Needs Assessment and Strategy study completed by Gruen Associates Study in January 2022 indicated:

- For-sale housing market is extremely competitive – low available inventory accompanied by price increases.
- Rental housing market shows the typical signs of an under-supplied market (low vacancy and increasing rents).
- Workforce housing needs are estimated at about 700 units – 50% of the total projected need.
- Senior housing and non-workforce housing needs are estimated at about 300 units- 21% of total projected need.
- Housing replacement needs are estimated at 360 units over the next 10 years. Approximately 60% of the housing replacement need estimate is attributable to the replacement of units that are 65 years or older.
- The recommendations included:
  - Encourage the production of market-rate housing. This promotes affordability by helping to satisfy the demand of higher-income households, which would otherwise compete for (and bid up the price of) existing units.
  - Identify locations at which to increase allowable densities per acre and change zoning to encourage residential/mixed uses. Rezone some presently commercial or industrial lands in commercial corridors such as Coffeen Avenue to encourage their redevelopment into residential development and/or mixed-use developments.

The developer contracted with Viewpoint Consulting Group to complete a site-specific market study for multi-family and senior living housing in July 2022. That study indicated:

- Multi-Family Housing Market: Household growth, pent-up demand, and turnover combine to create demand for 517 additional market rate multi-family units in the PMA (primary market area) over the next five years. No single location or development can capture all the unmet demand in a PMA. Based on the strength of this development site, with easy access to shopping and employment in Sheridan, it is reasonable that the site can capture between 25% and 30% of the unmet demand potential in the PMA. This results in the support for 140 to 168 units on the Site through 2027. Other proposed developments in the PMA would compete for the remaining 70% to 75% of unmet demand.
- Senior Living Market:
  - Senior 55+ Independent Living: The unmet demand is for 180 units in the PMA in 2021. With no pending developments with independent living identified in the PMA, the unmet demand potential in the PMA is calculated for 226 units in 2026. No single site can capture all the demand in a PMA, so it is estimated that the site can capture 45% of the unmet demand potential. This results in unmet demand on the Site for 81 independent living units in 2021 increasing to 102 units in 2026.
  - Senior Assisted Living: The unmet demand is for 94 units in the PMA in 2021. With no pending developments with assisted living identified in the PMA, the unmet demand potential in the PMA is calculated for 226 units in 2026. No single site can capture all the demand in a PMA, so it is estimated that the site can capture 45% of the unmet demand potential. This results in unmet demand on the Site for 81 assisted living units in 2021 increasing to 102 units in 2026.
  - Senior Memory Care Living: The unmet demand is for 78 units in the PMA in 2021. With no pending developments with memory care living identified in the PMA, the unmet demand potential in the PMA is calculated for 226 units in 2026. No single site can capture all the demand in a PMA, so it is estimated that the site can capture 45% of the unmet demand potential. This results in unmet demand on the Site for 35 memory care units in 2021 increasing to 43 units in 2026.

This proposed PUD has been carefully planned with a lot of thought to be in alignment with the previous planning by the City of Sheridan.

<u>Economic benefits of this development:</u>
The PUD provides various mixed-use building sites and single-family residential lots, creating a stronger positive impact to Sheridan than just a single building project. Some facts to note:

- Employment economic impact: The proposed senior living sites and other mixed use lots provide potential employment opportunities. The 6+ acre Tract 1 is planned for a senior living community of some type. An independent living community would employ 4-6 people, and an assisted living/memory care community would likely employ 15-25 FTE with good wages. The 1.45-acre Lot 1 could potentially be a memory care community, but other commercial/multi-family options are also a possibility there. With the nursing and CNA program at Sheridan College nearby, the project will provide good jobs here in our community for a range of careers. As the other commercial lots are sold, those businesses will add to the employment base in the area.

- Economic impact to local businesses: The project plans for a mix of senior living, single-family homes, multifamily living, and commercial businesses. There will likely be a mix of singles, couples, and families from all generations. Residents will impact local businesses by using local services, purchasing goods in local stores, eating out in restaurants, going to church, participating in Sheridan's many cultural and social events, as well as providing homes for employees to live in locally.
  The overall development and each individual project site will contract with local service providers for internet/cable, lawn maintenance, snow blowing, waste removal, utilities, insurance, etc. It's likely that each project and many homeowners will be working with local banks for financing.

- Economic impact of City of Sheridan seniors or others selling their homes and staying in the community: When people move from their older home (maybe starter homes) or when seniors move from their homes to a senior living community, most of them are homeowners. When they sell their homes, that opens up new housing opportunities for other people/families to purchase homes in the community. This new development and proposed building projects will provide capacity here in Sheridan for current residents to be able to continue to live in our community and not have to move elsewhere when they are ready to move out of their homes.

- Economic impact of new seniors moving to Sheridan: The Viewpoint Consulting Group market study shows that 15% of the anticipated seniors moving to this development would come from outside the PMA (primary market area). This means that this development would have new seniors moving to Sheridan to live, to be close to family, enjoy retirement, and just enjoy the community.

- Construction economic impact: Construction to prepare the 67-acre site will take about 6 to 8 months, with an estimated 20-30 people in various trades involved in building the site grading and infrastructure for most of that time. The senior living project will take about 14-16 months to build. On a similar-sized project the developer is just completing, between 40-60 people were on site working every day for the duration of the project. Each of the single-family resident lots will have contractors constructing homes over the next several years.

<u>Estimated total project cost for the land development:</u>
The total land development project cost (without buildings) is projected to be about $11 million. This number includes the land purchase, site engineering and other soft costs, site work with street and utility infrastructure, stream restoration, landscaping, legal and financing costs.

<u>Estimated cost for the independent senior living village:</u>
Based on past projects of this size, the total project cost from the initial design through construction is projected to be about $18 million.

<u>Anticipated timeline</u>:
We anticipate the overall development construction to start in Summer 2023 with the site grading and infrastructure construction to take 6 to 8 months. The 60-unit independent senior

living village would start construction in the spring or 2024. The single family lots plan to start being sold in summer 2023 and homes built over a 5+ year period.

Project Team:

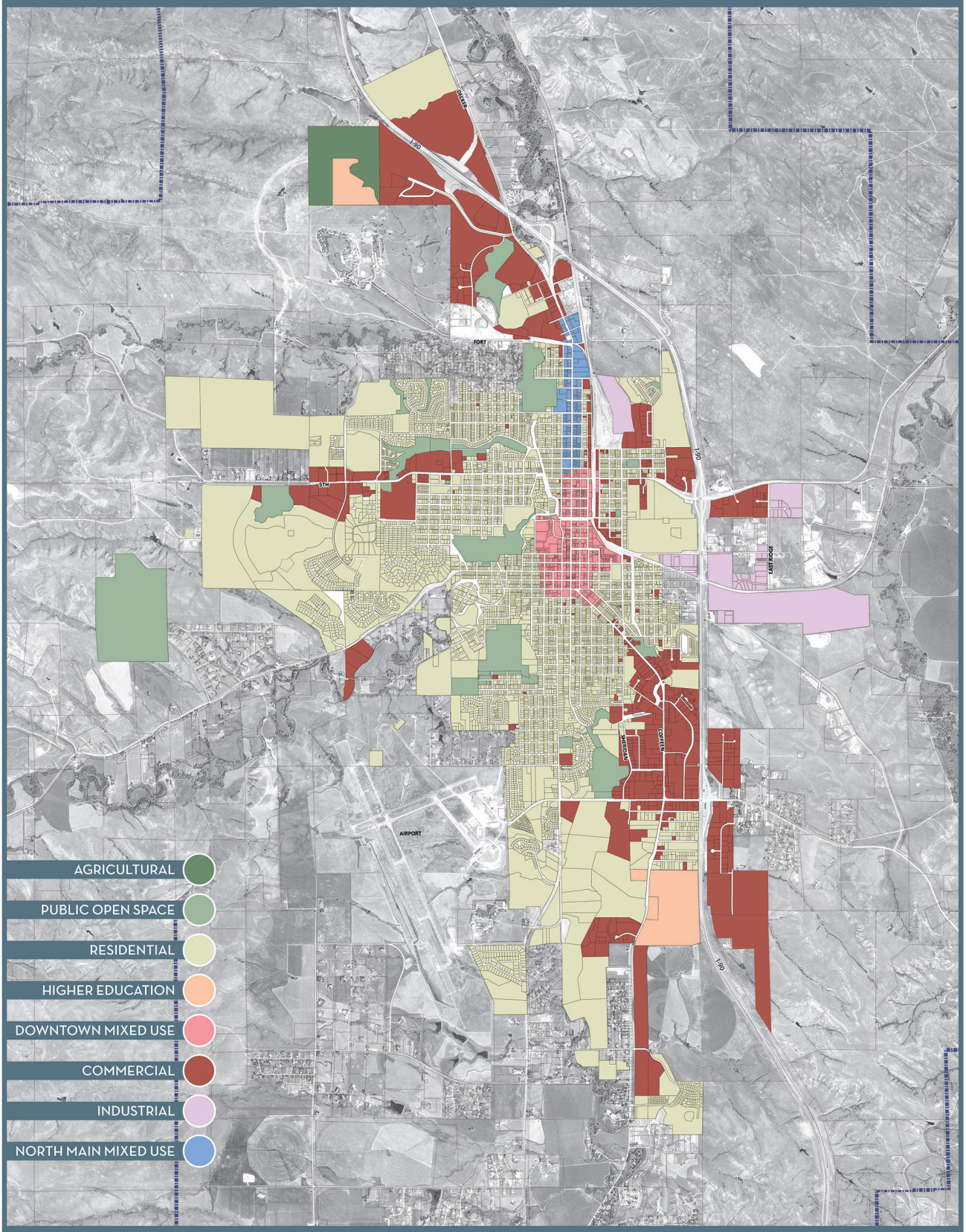
Frisbie Companies, LLC

Frisbie Companies' owners Matt and Shari Frisbie have led the ownership and development of five senior housing communities and two multifamily communities totaling 611 units. In addition to developing projects, Matt and Shari previously owned an architecture firm where they worked on more than 1,000 projects over the last 25+ years, including offices and other commercial buildings, retail projects, multifamily projects, churches, and senior living. Matt Frisbie's role is to oversee the design/architectural work, coordinate with consultants and engineering, and lead the city/governing entity approval process. Shari Frisbie's role is in raising equity, and the legal, accounting, and corporate board meetings for each of the development projects. She is the asset manager for senior living projects and manages commercial real estate the couple owns.

Matt grew up in Sheridan and graduated from Sheridan High School and received his Master of Architecture from Montana State University in Bozeman. He still has family in the area and enjoys the connection to a great community and the Bighorn Mountains. Shari grew up on a farm in central Minnesota and graduated from Gustavus Adolphus College with a degree in Communications. She loves four-wheeling and camping adventures in the Bighorns.

Our Team of Valued Local Consultants:
Civil Engineering: Morrison-Maierle, Inc.
Surveying and Platting: Prestfeldt Surveying, LLC
Hydrology: WWC Engineering
Stream Restoration: Steady Stream Hydrology, LLC
Traffic Study: Stantec, Inc.
Water Rights: Out West, LLC
Realty: Chase Brothers
Geotech: American Engineering Testing (AET)
Legal Services: Chapman Valdez & Lansing
Financing: First Northern Bank of Wyoming

Future Land Use Map



SHERIDAN WYOMING

City of Sheridan

NORTH

0 1,600 3,200 6,400 9,600

ORDINANCE NO 2267

AN ORDINANCE amending Ordinance No. 826, the Zoning Ordinance of the City of Sheridan, to zone the entirety of the land more particularly described in Section 1, and shown on the attached Exhibit A, from R-1 Residence District and B-1 Business District to a Planned Unit Development (PUD); for the property designated as Re-subdivision of Tract A, Turkey Tree Minor Subdivision, and Lot 5, Green Wing Subdivision, to the City of Sheridan, Wyoming, containing 64.99 acres.

WHEREAS, the owner of the following described land has petitioned the City Council to rezone the same from an R-1 Residence District to a PUD, and a public hearing having been held thereon by the City Council; THEREFORE

BE IT ORDAINED BY THE CITY COUNCIL OF SHERIDAN, WYOMING:

Section 1.
The following described land is hereby rezoned from a R-1 Residence District and B-1 Business District to a PUD, to wit:

> Re-subdivision of Tract A, Turkey Tree Minor Subdivision, and Lot 5, Green Wing Subdivision, to the City of Sheridan, Wyoming containing 64.99 acres

Section 2.
That Ordinance No. 826, The Zoning Ordinance of the City of Sheridan is hereby amended to conform herewith.

Section 3.
If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, than all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 4.
That this ordinance shall be in full force and effect immediately upon its passage and publication as provided by law.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2023

ATTEST:

_____
Richard Bridger, Mayor

_____
Cecilia Good, City Clerk
State of Wyoming)
)SS
County of Sheridan)

Subscribed and sworn to (or affirmed) before me this _____day of

_____, 2023 by _____.

_____
Notary Public

My commission expires _____.

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 PL-23-12, Resolution 21-23, 307 Estates Subdivision - Public Works Director Hanns Mercer
From:	Hanns Mercer, Public Works Director
To:	Mayor and Council
CC:	
Date:	04/24/2023

Recommendation:

Staff recommends approval of PL-23-12, Resolution 12-23, 307 Estates Subdivision. The applicants, Roger and Diane Tormanen, are requesting to subdivide 4.8 acres into two lots. Zoned UR, Urban Residential. Located at 4860 Coffeen Avenue. (PIN 55841420001033).

Background:

The applicants, Roger and Diane Tormanen, are requesting a joint County / City subdivision, a request to subdivide 4.8 acres of unplatted land into 2 lots on the property located at 4860 Coffeen Ave (PIN 55841420001033). The property is zoned Urban Residential (UR) in the County.
The applicant is proposing to divide the existing lot into the following two lots in a minor subdivision:

Lot #	Sq. Ft.	Acres
1	178,496	4.1
2	31,085	.7

According to the Sheridan County Assessor, the following structures exist on the property: a 1,077 square foot home built in 1933, a 2,121 square foot stick frame home built in 2016, and a 836 square foot home built in 1920 with a 836 square foot shed built in 1920 and a 480 square foot farm utility building built in 2014.
A sewer main runs in the middle portion of the property and is in a 20' right-of-way agreement. The sewer service for Lot 2 that crosses Lot 1 to reach the sewer main is in a 10-foot sewer easement. Access to the homes is from Coffeen Ave to the east. The proposed subdivision will portion off the 2,121 square foot residence on Lot 1, and Lot 2 will have the 1,077 square foot residence and the 836 square foot residence.
A portion of Lot 1 is located in the flood zone AE and is dedicated as a drainage easement and is dedicated to Sheridan County forever for drainage and floodway purposes.

EASEMENTS
The applicant is proposing a 10-foot sewer easement that runs along through a portion of Lot 1 to serve Lot 2. The applicant is also proposing a 30-foot access and utility easement along the southern portion of Lot 2. The applicant is also proposing a 20-foot utility easement along the eastern portion of Lot 2.
NOTICES
The property lies outside the Sheridan City limits but within the one-mile requirement for City review.
Twenty-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 requires 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 contiguous by Woodland Creek Estates on the north.
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.

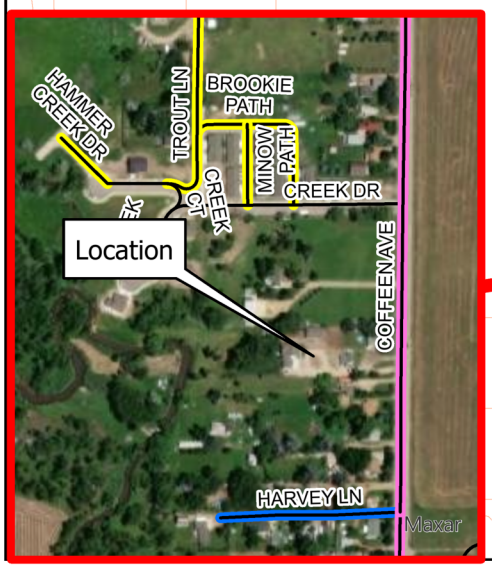
Attachments

Aerial

Plat

Resolution 21-23

307 Estates Subdivision



GATEWAY

R1-ZONE

M1-ZONE

PUD

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
- County Road
- Forest Service Road
- Private Road
- PUBLIC ROAD
- City of Sheridan Road
- Sheridan College Road
- Sheridan County Airport
- State of Wyoming Road
- VA Road
- Parcels

Zoning City
- R1 - Residence District
- R2 - Residence District
- R3 - Residence District
- R4 - Residence District
- B1 - Business District

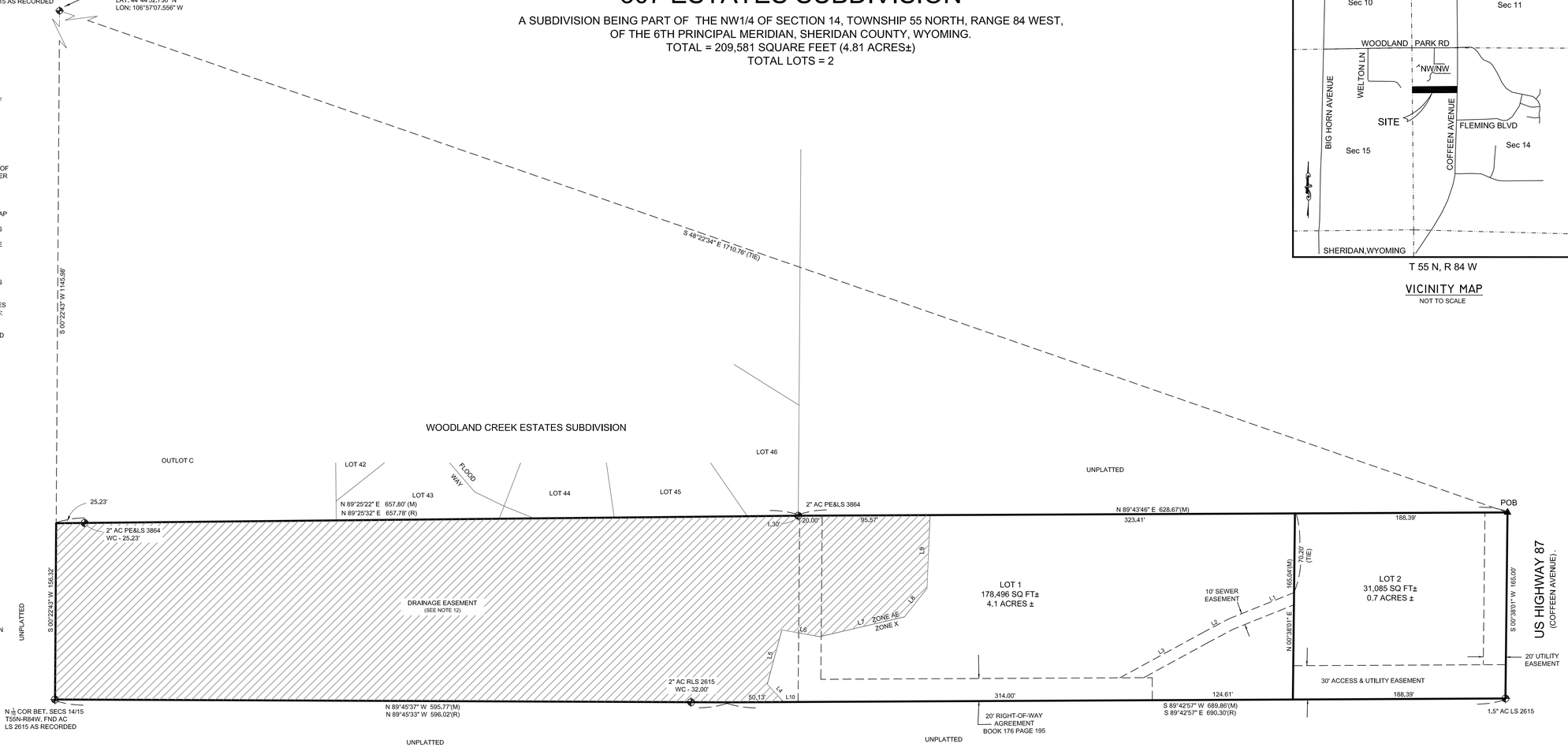
N

Miles 0 ¾ 1½

Date: 04/28/2023 1:31 PM User: sgoodman

Final Plat of
307 ESTATES SUBDIVISION

A SUBDIVISION BEING PART OF THE NW1/4 OF SECTION 14, TOWNSHIP 55 NORTH, RANGE 84 WEST,
OF THE 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING.
TOTAL = 209,581 SQUARE FEET (4.81 ACRES±)
TOTAL LOTS = 2



T 55 N, R 84 W

VICINITY MAP
NOT TO SCALE

CERTIFICATE OF OWNER

THE ABOVE OR FOREGOING SUBDIVISION DESIGNATED AS 307 ESTATES SUBDIVISION, BEING THE SOUTH 165 FEET OF THE NW1/4NW1/4 OF SECTION 14, T55N, R84W, OF THE 6TH P.M., SHERIDAN COUNTY, WYOMING, EXCEPTING THEREFROM A STRIP 30 FEET WIDE ON THE EAST SIDE OF THE ABOVE DESCRIBED PREMISES FOR A ROADWAY:

PER RECORD OF SURVEY NO. 505 (RECEPTION NO. 2016-727295) THE ABOVE DESCRIPTION IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND SITUATED WITHIN THE WEST HALF OF THE NORTHWEST QUARTER (W1/2 OF NW1/4) OF SECTION 14, TOWNSHIP 55 NORTH, RANGE 84 WEST, SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14, THENCE S48°22'34"E A DISTANCE OF 1710.76 FEET TO A 1.5 INCH ALUMINUM CAP LS#10287 ON THE WEST RIGHT-OF-WAY LINE OF US HIGHWAY 87 AND THE POINT OF BEGINNING; THENCE S00°38'01"W ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 165.00 FEET TO A 1.5 INCH ALUMINUM CAP LS#2615 AT THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 549 OF DEEDS, PAGE 149, THENCE S89°42'57"W ALONG THE NORTH LINE OF SAID TRACT A DISTANCE OF 689.86 FEET TO A POINT IN LITTLE GOOSE CREEK, SAID POINT BEING THE NORTHWEST CORNER OF SAID TRACT AND A CORNER OF TRACT 3 OF A RECORD OF SURVEY RECORDED AS INSTRUMENT 186172 ON DECEMBER 13, 1994, SHERIDAN COUNTY RECORDS; THENCE N89°45'37"W ALONG THE NORTH LINE OF SAID TRACT 3 A DISTANCE OF 595.77 FEET TO THE NORTH 1/16 CORNER BETWEEN SECTIONS 14 AND 15, TOWNSHIP 55 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING, SAID CORNER MONUMENTED WITH AN ALUMINUM CAP LS#2615; THENCE N00°22'43"E ALONG THE WEST LINE OF SAID SECTION 14 A DISTANCE OF 156.32 FEET TO THE SOUTHWEST CORNER OF OUTLOT C OF THE WOODLAND CREEK ESTATES SUBDIVISION, THENCE N89°25'22"E ALONG THE SOUTH LINE OF THE WOODLAND CREEK ESTATES SUBDIVISION A DISTANCE OF 657.80 FEET TO AN ALUMINUM CAP PE&LS#3864 AT THE SOUTHEAST CORNER OF LOT 46 OF THE WOODLAND CREEK ESTATES SUBDIVISION, THENCE N89°43'46"E A DISTANCE OF 628.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.81 ACRES MORE OR LESS.

SUBJECT TO ANY EASEMENTS EXCEPTIONS, RESERVATIONS, RESTRICTIONS, OR CONDITIONS CONTAINED IN PRIOR CONVEYANCES OF RECORD.

AS APPEARS ON THIS PLAT, IS WITH FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDER-SIGNED OWNERS AND PROPRIETORS; CONTAINING 4.8 ACRES MORE OR LESS; HAVE BY THESE PRESENT LAID OUT, AND SURVEYED AS 307 ESTATES 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_____, 20___, BY

_____
ROGER J. TORMANEN

_____
DIANE M. TORMANEN

STATE OF WYOMING)
) SS
SHERIDAN COUNTY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY

OF_____, 20____, BY ROGER J. AND DIANE M. TORMANEN.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

THE UNDERSIGNED FIRST FEDERAL BANK & TRUST, HEREINAFTER MORGAGEE, HOLDS A MORTGAGE ON 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 IN INSTRUMENT NUMBER_____, MORTGAGEE, BY SIGNATURE ON THIS PLAT, CONSENTS TO THE DEDICATIONS MADE HEREIN, AS LISTED AND DESCRIBED ON THIS PLAT.

_____
FIRST FEDERAL BANK & TRUST

STATE OF WYOMING)
) SS
SHERIDAN COUNTY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY

OF_____, 20____, BY FIRST FEDERAL BANK & TRUST.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF COUNTY COMMISSIONERS

PLAT APPROVED AND SUBDIVISION PERMIT ISSUED BY THE BOARD OF COUNTY COMMISSIONERS OF SHERIDAN COUNTY, WYOMING THIS _____DAY OF _____, 20_____.

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 MY OFFICE AT _____

O'CLOCK THIS ____ DAY OF _____, 20_____, AND RECORDED IN PLAT BOOK

_____ ON PAGE_____.

_____
COUNTY CLERK

NOTES:

1. DOMESTIC WATER SOURCE TO BE BE OBTAINED THROUGH SAWS/JPB.
2. NO PUBLIC MAINTENANCE OF STREETS, ROADS OR STORMWATER STRUCTURES.
3. 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.
4. THERE ARE SURFACE WATER RIGHTS ASSOCIATED WITH THIS SUBDIVISION. ALL WATER RIGHTS AND DISTRIBUTION SYSTEMS HAVE BEEN APPROVED BY THE WYOMING STATE ENGINEER'S OFFICE AND IS ON FILE AT THEIR OFFICE IN CHEYENNE, WYOMING. THE EXISTING RIGHTS (PROOF NO. 44023) ARE TO BE RETAINED EXCLUSIVELY FOR THE USE OF LOT 1.
5. PUBLIC SEWAGE FACILITIES ARE AVAILABLE FOR EACH LOT, AND ALL EXISTING AND FUTURE DWELLINGS MUST CONNECT TO SAID SYSTEM.
6. 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.
7. THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.
8. FRONT SET BACK: 25' REAR SETBACK: 20' SIDE SETBACK: 5'
9. NO TITLE SEARCH WAS PERFORMED BY ARROW SURVEY GROUP IN CONDUCTING THIS SURVEY.
10. BASIS OF BEARING IS WYOMING STATE PLANE, EAST CENTRAL ZONE, COORDINATES ARE GROUND NAD 83, NAVD 88 PAF: 1.000238
11. FLOOD ZONE AE GRAPHICALLY PLOTTED PER DATA SHOWN ON FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 56033C1127E, WITH AN EFFECTIVE DATE OF 1/16/2014, ZONE AE IS HEREBY DEDICATED AS A DRAINAGE EASEMENT.
12. THIS PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY SHERIDAN COUNTY SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEES, SUCCESSORS AND ASSIGNS, THE DRAINAGE EASEMENT SHOWN HEREON IS HEREBY DEDICATED TO SHERIDAN COUNTY 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 EASEMENT. THE COUNTY 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 FOR DRAINAGE PURPOSES, IN NO EVENT SHALL THE COUNTY BE OBLIGATED TO CONSTRUCT ANY DRAINAGE EASEMENT STRUCTURE, OR TO MAINTAIN THE PROPERTY ENCUMBERED BY SUCH EASEMENT. 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 SHALL NOT BE HELD LIABLE FOR ANY DAMAGE 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 FROM ANY SUCH DAMAGES AND INJURIES.

LEGEND:

- ⊕ - FOUND CAP AS NOTED
- ▲ - FOUND 1.5" AC LS #10287
- (R) - RECORD
- (R) - ALUMINUM CAP
- (WC) - WITNESS CORNER
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- (M) - MEASURED
- (R) - RECORD
- ▨ - DRAINAGE EASEMENT (SEE NOTE 12)

LINE	BEARING (M)	DISTANCE (M)
L1	S 68°05'59" W	62.09'
L2	S 62°09'29" W	24.55'
L3	S 61°23'09" W	85.53'
L4	N 42°34'51" W	21.48'
L5	N 14°55'25" E	49.80'
L6	S 79°59'32" E	34.21'
L7	N 76°51'51" E	77.03'
L8	N 38°23'25" E	32.22'
L9	N 02°24'48" E	65.05'
L10	N 89°42'57" E	12.72'

SURVEYOR'S CERTIFICATE:

I, JASON D. LEVANEN, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT OF 307 ESTATES SUBDIVISION TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

Professional Land Surveyor
JASON D. LEVANEN
LS 10287
Date
WYOMING

PRELIMINARY

JASON D. LEVANEN
REGISTERED LAND SURVEYOR

WY PLS 10287

0' 50' 100'
SCALE: 1"=50'

Final Plat of
307 ESTATES SUBDIVISION

PART OF THE NW1/4 OF SECTION 14, TOWNSHIP 55 NORTH, RANGE 84 WEST,
OF THE 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING.

OWNER/CLIENT:

ROGER J & DIANE M TORMANEN
4860 COFFEEN AVENUE
SHERIDAN, WYOMING

Arrow Survey Group, Inc.
Sheridan, WY 82801 (307) 751-7543

DP: 22-158 Subdivision-Reqst.dwg
Date: 3/14/2023 Rev: 4/06/2023

Sheet 1 of 1

CITY OF SHERIDAN
RESOLUTION 21-23

A RESOLUTION certifying PL-23-12 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 April 27, 2022.

WHEREAS, Sheridan County has jurisdiction and final approval of the proposed 307 Estates Subdivision; and

WHEREAS, the final plat of the 307 Estates 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 307 Estates Subdivision is a joint City-County subdivision due to its location within 1 mile of City limits requiring City Council approval; 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 307 Estates Subdivision, a joint City-County subdivision, subdividing 4.8 acres into 2 lots, located at 4860 Coffeen Ave to be complete.

In approving 307 Estates 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 15th day of May 2023.

City of Sheridan

_____

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 _____, 2023 by _____.

_____ Notary Public

My commission expires _____.

CITY OF SHERIDAN, WYOMING

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

Police

MEMORANDUM

Project Name:	Discussion of Reallocation of Direct Distribution Funds for the Purchase of Glock Pistols for the Police Department - Chief of Police Travis Koltiska
From:	Travis Koltiska, Police Chief
To:	Mayor and Council
CC:	
Date:	

Recommendation:

Chief Koltiska is requesting the approval of the purchase of 34 Glock, G35 MOS 9mm pistols, equipped with Trijicon SRO red dot sights and Streamlight TLR-7 mounted lights, utilizing direct distribution funds originally appropriated for a covered parking area in the FY23 budget.

Background:

The current duty pistol in use by the Sheridan Police Department is the Glock, G22, .40 S&W, semi-automatic pistol. The current 4th Generation pistols were manufactured in 2013 and have been in service with the Sheridan Police Department since that time. The standard recommended rotation of duty pistols is every ten (10) years for pistols put into police service. Police duty pistols see much more frequent use than most civilian purchased pistols and standard wear and tear dictates their replacement to guarantee reliability.

When the conversation regarding replacement began, the department discussed the possibility of a change of the model of Glock pistol and the configuration. The police department has utilized the .40 S&W caliber for an excess of 20 years upon the recommendation of the Federal Bureau of Investigations (FBI). The FBI conducts frequent studies on caliber capabilities and following the lead of the FBI in the late 1990's, the .40 S&W became the caliber of choice for many law enforcement agencies across the country. In recent years, improvements in the 9mm cartridge, along with new FBI recommendations, have led many agencies to revert back to the 9mm cartridge.

The 9mm cartridge is a much easier round to manage recoil, creating better accuracy by the shooters. The recoil of the 9mm is much lighter than the .40 S&W, which smaller framed shooters find very challenging to manage. The ability to accurately fire a weapon in a police situation is critical to the safety of the officers and any civilians in the area. The 9mm cartridge is also much more available than the .40 S&W as it is a NATO utilized caliber. The department went over one (1) year with an unfilled order for .40 S&W handgun rounds, which were not manufactured to the frequency of the 9mm round, causing a backlog of orders across the country. Additionally, 9mm cartridges are much less expensive than .40 S&W cartridges. The previous .40 S&W order the department received cost the city $343/1000 rounds. The most recent bid for 9mm ammunition indicated a cost of $242/1000 rounds. Greater cost savings over time will be found should the department switch to the 9mm cartridge.

The department was also asked to explore the use of electronic red dot sights for duty use. The reliability of the red

dot sight has drastically improved as more and more shooters are utilizing them on a regular basis. Red dot sights have become a standard accessory for many police agencies across the country for many reasons. Standard "iron sights" require perfect alignment of the front and rear sight for accuracy. This skill is often difficult to master due to issues with an individual's eyesight, eye dominance, or other physical abilities. A red dot sight allows for faster sight acquisition and improved accuracy, even at distances traditionally outside the accepted range of a duty pistol.

Police officers with the Sheridan Police Department work half the year in evening hours/low light settings and the use of a weapon mounted light is essential. We frequently search dark or dimly lit buildings through our duties and a light is paramount to safety. Officers should be issued the necessary tools to be effective and safe and the addition of a light to mount to the pistol will provide increased officer safety. In previous years, officers were required to purchase their own light, however that practice does not ensure that officers are equipped with the necessary safety equipment. The department is requesting that the weapon mounted lights also be included in the package and issued to the department members.

Many members of the police department conducted testing on February 17th of different Glock pistol models equipped with various red dot sights. The overwhelming choice of all the configurations tested was the Glock, G45 MOS5 (Modular Optic System), 9mm pistol, equipped with a Trijicon SRO (Specialized Reflex Optic) red dot sight. The Glock, G45 is a 5th Generation pistol with three (3) 17 round magazines. The magazine capacity of the 9mm is greater than that of the .40 S&W, allowing officers to carry additional rounds on their person. The MOS model of Glock comes standard with a "cut out" of the top of the slide for the mounting of red dot sights. The MOS5 is a configuration for Trijicon optics, which allows for the direct mount of the sight to the slide without the use of an adapter plate. Glock offers this option as a package with the red dot sight pre-mounted and sighted.

While conducting the testing, officers also fired a Glock, G43X MOS which is a smaller framed 9mm pistol with two (2) single stacked ten (1) round magazines. Officers found the G43X's size very conducive to plain clothes assignments such as administrative command and support services/detectives. The smaller frame of the G43X offers greater concealability and comfort than the G45, which would support plain clothes officers in their assignments. The department will, in future budgets, request the purchase of eight (8) G43X pistols, equipped with Shield RMSc red dot sights, which are smaller packages than the Trijicon SRO and more suitable for plain clothes assignment.

Glock Inc., operates only through regional vendors for law enforcement sales. While civilian firearms dealers can sell Glock pistols, law enforcement pricing is greatly reduced through the regional vendors. The only regional vendor for the State of Wyoming is Proforce Law Enforcement out of Prescott, Arizona. Proforce Law Enforcement is a sole source provider for Glock pistols to the Sheridan Police Department in regards to law enforcement pricing.

Other necessary changes will consist of a change to the issued holsters for both uniformed and plain clothes assignments. The department has selected the Safariland 6360 - RDS duty holster for uniformed officers. This holster provides protection and security for the red dot sight to prolong their service life, as well as a triple retention system that secures the firearm in the holster and helps prevent officers from being disarmed or losing their weapon with an unsecured holster. The department has also selected the Safariland 5198 holster for plain clothes assignments. This holster also has an added security feature to lock the pistol into the holster.

As such, staff has requested pricing for the following from Proforce Law Enforcement:

34 - Glock, G45 MOS5, 9mm pistols mounted with Trijicon SRO red dot sights - **$35,261.74**

34 - Safariland 6360/6365 - RDS duty holsters - **$4,430.54**

Total - **$39,692.28**

The department can trade the current Glock, G22 pistols to Proforce Law Enforcement for a credit towards the purchase of the new pistols. Proforce has agreed to credit the department the amount of $7,360.00 for the current duty pistols. This would bring the amount due to Proforce for 34 new duty pistols and duty holster to **$32,332.28**.

The department also currently has 24 guns that were recently forfeited to the police department through the court system to use to procure Streamlight TLR-7 weapon's mounted lights. Bids were requested from four (4) vendors for the purchase of the Streamlight weapon's mounted lights, as well as purchasing the evidence guns from the department. Rock Solid SST from Glenrock, Wyoming had the highest bid to purchase the evidence guns; however the vendor's bid for the Streamlights was also the highest. The vendor can not accept the evidence guns without the sale of the Streamlights. Even though the lights are less expensive through ProForce, staff still recommends purchasing from Rock Solid SST as the sale of the evidence guns will result in a credit of **$212.34** to the police department whereas there would be a small deficit if Proforce was the chosen vendor.
Below is a breakdown of the bids received regarding the four (4) vendors who were contacted to provide bids. The bids were for both purchases of new equipment as well as bids to receive the evidence guns.
Pistols - Proforce is the regional Blue Line Dealer for all of Wyoming. They are a single source regarding law enforcement pricing in the state, and region. No other bids were obtained for Glock Pistols for this reason.

Evidence Guns
Proforce Law Enforcement (Prescott, Arizona) - $3,980.00
Rock Solid SST (Glenrock, Wyoming) - **$5,000.00**
Rocky Mountain Discount Sports (Sheridan, Wyoming) - $4,255.00
Big Horn Trading, LLC. (Sheridan, Wyoming) - $3,600.00

34 - Streamlight TLR-7 weapons lights
Proforce Law Enforcement - $3,987.18
Rock Solid SST - **$4,787.66**
Rocky Mountain Discount Sports - $4,565.86
Big Horn Trading, LLC. - $4,550.00

34 - Safariland 6360/6365, RDS duty holsters
Proforce Law Enforcement - **$4,430.54**
Rock Solid SST - Unable to procure
Rocky Mountain Discount Sports - Unable to procure
Big Horn Trading, LLC. - $5,250.00

Discussion:

Summary: Staff is requesting the reallocation of direct distribution funds from a covered shelter for the purchase of 34 Glock 45 MOS, 9mm pistols from fund 12210-7400 - Capital Outlay-Land/Site Improvements.

Funding:

$32,332.28 from 12210-7400

Attachments

Memo

CITY OF SHERIDAN, WYOMING

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

Police

MEMORANDUM

Project Name: Replacement of Glock duty pistols

From: Travis Koltiska, Chief of Police

To: Stuart McRae, City Administrator

Cc: Karen Burtis, City Treasurer

Date: May 8, 2023

Recommendation: Chief Koltiska is requesting the approval of the purchase of 34 Glock, G45 MOS 9mm pistols, equipped with Trijicon SRO red dot sights and Streamlight TLR-7 mounted lights, utilizing direct distribution funds originally appropriated for a covered parking area in the FY23 budget.

Background: The current duty pistol in use by the Sheridan Police Department is the Glock, G22, .40 S&W, semi-automatic pistol. The current 4th Generation pistols were manufactured in 2013 and have been in service with the Sheridan Police Department since that time. The standard recommended rotation of duty pistols is every ten (10) years for pistols put into police service. Police duty pistols see much more frequent use than most civilian purchased pistols and standard wear and tear dictates their replacement to guarantee reliability.

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Rock Solid SST - Unable to procure
Rocky Mountain Discount Sports - Unable to procure
Big Horn Trading, LLC. - $5,250.00

Summary: Staff is requesting the reallocation of direct distribution funds from a covered shelter for the purchase of 34 Glock G45, MOS 9mm pistols from fund 12210-7400 - Capital Outlay-Land/Site Improvements.

Funding: $32,332.28 from 12210-7400.

END OF MEMO