AGENDA
CITY OF SHERIDAN
MAY 28, 2024
STUDY SESSION COUNCIL MEETING START 5:30 P.M.

1. Discussion of Resolution 10-24 Establishing a Standing Employee Relations Committee - City Clerk Cecilia Good and Human Resources Director Heather Doke

2. Discussion of Ordinance 2276 Repealing Chapter 14B of City Code - City Clerk Cecilia Good and Human Resources Director Heather Doke

3. Discussion of new Resort Liquor License #3 for Ramada Plaza Oasis Lounge - City Clerk Cecilia Good

4. Discussion of Award to Wagner Ranch Services for the Wetlands Drive Pathway Extension Project in the Amount of $190,777.25 - City Engineer Thomas Morneau

5. Discussion of Resolution 19-24, Joint Resolution Approving Proposition for Continuation of a 1% Capital Facilities Tax - City Engineer Thomas Morneau

6. Discussion of Professional Services Contract with American Maid for Custodial Services in the Amount of $110,175 - Public Works Director Hanns Mercer

7. Discussion of PL-24-14, Resolution 20-24, The Villages Phase II Subdivision Final Plat - Public Works Director Hanns Mercer

8. Discussion of Settlement Agreement with Karo Hamilton - City Attorney Brad Thimmesch

9. Budget Discussion - City Administrator Stuart McRae

CITY OF SHERIDAN, WYOMING

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

Human Resources

MEMORANDUM

RE: Discussion of Resolution 10-24 Establishing a Standing Employee Relations Committee - City Clerk Cecilia Good and Human Resources Director Heather Doke

From: Heather Doke, Human Resources Director

To: City Council

CC: City Administrator Stuart McRae

Date: 05/28/2024

Discussion:

Resolution 10-24 offers a more effective solution for the Employee Relations Committee (ERC) than Ordinance 2276 by providing a modern and dynamic framework that better addresses current needs. Unlike the outdated and rigid stipulations of Ordinance 2276, Resolution 10-24 emphasizes fostering a positive and engaging work environment, enhancing communication, and promoting employee welfare. It establishes the ERC as a liaison between employees, administration, and the City Council, ensuring a collaborative approach to addressing workplace concerns and promoting a culture of respect, diversity, and inclusion. Additionally, the resolution outlines a clear and inclusive structure for the committee, comprising representatives from various departments, thereby ensuring diverse perspectives and comprehensive representation. Regular meetings and the systematic recording and distribution of minutes further ensure transparency and continuous improvement, making Resolution 10-24 a more adaptive and effective tool for employee relations in the City of Sheridan.

This Resolution has been evaluated by the current Employee Relations Committee and the ERC Council Committee.

Attachments

Resolution 10-24 ERC Standing Committee

CITY OF SHERIDAN
RESOLUTION 10-24

A RESOLUTION ESTABLISHING THE ERC STANDING COMMITTEE.

WHEREAS, the City of Sheridan recognizes the importance of fostering a positive, productive, and engaging work environment for all city employees; and

WHEREAS, it is essential to provide a platform for addressing employee concerns, promoting employee welfare, and enhancing communication between employees and management; and

WHEREAS, the continuation of an Employee Relations Committee (ERC) will contribute to a better understanding between the City's administration and its employees, thereby facilitating a collaborative work environment;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN:

SECTION 1: PURPOSE

The purpose of the Employee Relations Committee shall be to:

- Serve as a liaison between the employees, administration, and City Council.
- Address concerns and suggestions from employees regarding workplace environment, policies, and practices.
- Promote a culture of respect, diversity, and inclusion within the city workforce.
- Recommend solutions and initiatives to improve employee morale and satisfaction.
- Facilitate communication and understanding between different departments and between staff and management.

All rights concerned with the management and operation of the City are exclusively those of the City. Nothing in this Resolution shall be construed as delegating to others and the City specifically reserves the right to manage its operations and direct the work forces in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest.

SECTION 2: COMPOSITION

The Employee Relations Committee shall be composed of the following members:

- Chairperson: To be appointed by the City Administrator.
- Members: The committee shall consist of members representing a cross-section of the City's departments and workforce. The committee shall have up to four (4) individuals from Public Works, four (4) individuals from Utilities, and two (2) individuals from the remaining departments. Membership shall include:
    - One representative from Administration.
    - The Human Resources Director, serving as an advisor on employment policies and procedures.
    - Representatives from the City's employees shall be appointed by Department Heads, ensuring representation from various departments and job levels.
    - One member of the City Council, serving as a liaison to the Council.
- Members shall serve for a term of one year, with the option for re-appointment. Members shall not serve more than two terms consecutively.

SECTION 3: MEETINGS

The Employee Relations Committee shall meet at least quarterly, or more frequently as deemed necessary.

SECTION 4: MINUTES

The Committee shall take minutes for all meetings. These minutes shall include summaries of issues addressed, actions taken, and recommendations for policy or procedural changes. They shall be distributed City-wide prior to the next Committee meeting.

SECTION 5: AMENDMENT

This resolution may be amended from time to time as necessary, to ensure the Employee Relations Committee effectively serves its purpose and meets the evolving needs of the City of Sheridan's workforce.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2024.

City of Sheridan

_____
Richard Bridger, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

CITY OF SHERIDAN, WYOMING

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

Human Resources

MEMORANDUM

RE: Discussion of Ordinance 2276 Repealing Chapter 14B of City Code - City Clerk Cecilia Good and Human Resources Director Heather Doke

From: Heather Doke, Human Resources Director

To: City Council

CC: City Administrator Stuart McRae

Date: 05/28/2024

Discussion:

The repeal of Chapter 14B of the City Code is being presented to the Mayor and Council to address provisions no longer relevant to the City of Sheridan's current operational and regulatory environment. Initially established in 2005, the ordinance was designed to govern the relationships and interactions between employees, the Council, and the city management. Since its enactment, changes in state and federal laws and the evolution of municipal practices, such as the adoption of Charter Ordinance 2202, have rendered many of its provisions outdated.

The regulations specified in Chapter 14B, such as prohibitions on strikes and specific rights and responsibilities of public employees and employers, are now largely covered by broader state and federal legislation. This overlap makes the local ordinance redundant and unnecessary. The ordinance’s detailed prescriptions on employee conduct, employer rights, and labor interactions do not align with contemporary approaches to human resources and labor relations in public administration.

Chapter 14B must be repealed because it is outdated, redundant, and misaligned with current practices, thereby no longer serving the best interests of the City of Sheridan.

Attachments

Ordinance 2276 Repealing Code Section 14B

CITY OF SHERIDAN
ORDINANCE 2276

REPEALING CHAPTER 14B OF CITY CODE

NOW THEREFORE, be it ordained by the Governing Body of the City of Sheridan, in the State of Wyoming, as follows:

SECTION 1: **AMENDMENT** "14B-20 Strikes Prohibited--Remedies" of the Sheridan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

14B-20 Strikes Prohibited--Remedies

(a) ~~No employee and/or employee or labor organization shall engage in a strike. No employee or employee and/or labor organization shall cause, instigate, encourage or support a strike. No employer shall cause, instigate or engage in any employee lockout.~~

(b) ~~Any employee(s) who engages in strike activity as defined in Section 14B-4 of this chapter may be lawfully discharged or temporarily or permanently replaced.~~

(c) ~~The city may, under this chapter, bring suit to recover from a labor or employee organization all incidental costs and expenses incurred by the city in responding to or operating during a strike called by, caused by, supported by, or instigated by the labor or employee organization. Any money saved by the city resulting from wages not paid during a strike shall not be set off against expenses incurred by the city for purposes of determining liability under this section.~~

(d) ~~Whenever the city believes that a strike creates clear and present danger to the health or safety of the public, the city may petition the Fourth Judicial District Court within and for the county of Sheridan, Wyoming, to issue a temporary restraining order enjoining the strike. If the court finds probable cause to believe that the strike may be a clear and present danger to the public health or safety, it has jurisdiction to issue a temporary restraining order in accordance with state law.~~

~~(Ord. No. 1970 § 1, 4-18-05.)~~

SECTION 2: **AMENDMENT** "14B-17 Prohibited Practices--Public Employees" of the Sheridan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

14B-17 Prohibited Practices--Public Employees

(a) ~~A public employee, employee or labor organization and/or its agents or representatives shall not:~~
  (1) ~~Interfere with, restrain or coerce any employee in the exercise of any rights guaranteed by the provisions of this chapter, by state or federal law;~~
  (2) ~~Discriminate against a public employee because of nonmembership in an employee and/or labor organization;~~
  (3) ~~Solicit membership for an employee or labor organization during the employee's duty hours;~~
  (4) ~~Interfere with, restrain or coerce or picket the residence of or any place of private employment of any public official or representative of the city;~~
  (5) ~~Call, institute, maintain or conduct a boycott against any public employer, or picket any place of business of a public employer in connection with any dispute;~~
  (6) ~~Refuse or fail to comply with the provisions of this chapter;~~
  (7) ~~Interfere with the process of meeting and conferring between the governing body and an employee involvement committee;~~
  (8) ~~Engage in any picketing, strike or other concerted refusal to work;~~
  (9) ~~Dominate or interfere with the administration of the city;~~
  (10) ~~Act in a rude, insulting, discourteous, disrespectful or inappropriate manner towards a member of the public, while acting in the scope of employment.~~

(b) ~~An employee or labor organization shall not make any contribution out of the funds of the employee or labor organization in support of any candidate for the governing body, provided, however, this section shall not prohibit voluntary contributions by individuals.~~

~~(Ord. No. 1970 § 1, 4-18-05.)~~

SECTION 3: **AMENDMENT** "14B-16 Prohibited Practices--Public Employer" of the Sheridan Municipal Code is hereby *amended* as follows:

AMENDMENT

14B-16 Prohibited Practices--Public Employer

(a) ~~A public employer, its agents or representatives shall not:~~
  (1) ~~Discriminate against an employee with regard to the terms and conditions of employment because of the employee's membership or nonmembership in an employee or labor organization;~~
  (2) ~~Discriminate in regard to hiring, tenure or any term or condition of employment in order to encourage or discourage membership in an employee or labor organization;~~

(3) ~~Discharge or otherwise discriminate against an employee because he has filed an affidavit, petition, grievance or complaint or given any information or testimony under the provisions of this chapter;~~
(4) ~~Fail or refuse to comply with any provision of this chapter;~~
(5) ~~Establish a pattern or practice of repeated failures to timely process grievances.~~

~~(Ord. No. 1970 § 1, 4-18-05.)~~

SECTION 4: **AMENDMENT** "14B-1 Title" of the Sheridan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

14B-1 Title

~~This chapter (Sections 14B-1 through 14B-20) shall be known and may be cited as the "City of Sheridan Employee Relations Ordinance."~~

~~(Ord. No. 1970 § 1, 4-18-05.)~~

SECTION 5: **AMENDMENT** "14B-2 Purpose--Rules Of Construction" of the Sheridan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

14B-2 Purpose--Rules Of Construction

(a) ~~This chapter (Sections 14B-1 through 14B-20) shall be liberally construed and applied to promote its underlying purposes and policies.~~
(b) ~~The underlying purposes and policies of this chapter are:~~
(1) ~~To provide public employees the option to meet and confer with the city;~~
(2) ~~To promote harmonious, peaceful and cooperative relationships between public employees and the city;~~
(3) ~~To protect the public interest by assuring, at all times, the safe, orderly, efficient and timely operation of all city departments, delivery of services and instrumentalities of local government.~~

~~(Ord. No. 1970 § 1, 4-18-05.)~~

SECTION 6: **AMENDMENT** "14B-3 Conflicts" of the Sheridan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

14B-3 Conflicts

~~In the event of conflict with other laws or ordinances, the provisions of this chapter shall not supersede other previously enacted federal or state legislation.~~

~~(Ord. No. 1970 § 1, 4-18-05.)~~

SECTION 7: **AMENDMENT** "14B-4 Definitions" of the Sheridan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

14B-4 Definitions

~~As used in this chapter:~~

~~*City* means the city of Sheridan, Wyoming.~~

~~*Compensation* means every value offered for an employee's services, including, but not limited to, base pay, health insurance, dental insurance, vision insurance, life insurance, disability insurance, vacation, sick leave (including payout of sick leave), all other types of leave, retirement plans, holiday pay, flex time, employee breaks, purchasing discounts, compensatory overtime and/or after-hours pay, etc.~~

~~*Confer* means the opportunity for the city, by its representatives, and the representatives of its employees to voluntarily meet and confer in good faith at reasonable times and places regarding topics of mutual concern, but excluding management/public employer rights reserved unto the city and set out in Section 14B-7 of this chapter. To confer does not mean that the city is compelled to agree to a proposal nor does it require the making of a concession.~~

~~*Governing body* means the mayor and city council of the city of Sheridan, Wyoming.~~

~~*Public employee* means any person holding a regular full-time, part-time, casual, or other position with the city.~~

~~*Strike* means concerted action in failing to report to duty, willful absence from one's position, stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms and other conditions of employment. The definition of strike includes, but is not limited to such actions as, sick-outs, slow-downs, traffic ticket writing campaigns, mass resignations and sympathy strikes.~~

~~(Ord. No. 1970 § 1, 4-18-05.)~~

SECTION 8: **AMENDMENT** "14B-5 Right To Work--"Fair Share" Contributions" of the Sheridan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

14B-5 Right To Work--"Fair Share" Contributions

(a) ~~No person is required to become or remain a member of any labor and/or employee organization as a condition of employment or continuation of employment.~~
(b) ~~Public employees may not be required to pay "fair share" contributions.~~

~~(Ord. No. 1970 § 1, 4-18-05.)~~

SECTION 9: **AMENDMENT** "14B-6 Rights Of Public Employees" of the Sheridan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

14B-6 Rights Of Public Employees

~~Public employees have the right to:~~

(a) ~~Form, join, assist, or participate in, or refrain from forming, joining, assisting, or participating in any employee organization of their own choosing;~~
(b) ~~Communicate through an employee relations committees with the city through its management or corporate representatives regarding topics of mutual concern.~~

~~(Ord. No. 1970 § 1, 4-18-05.)~~

SECTION 10: **AMENDMENT** "14B-7 Rights Of Public Employer--Management Rights" of the Sheridan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

14B-7 Rights Of Public Employer--Management Rights

~~Any and all rights concerned with the management and operation of the city are exclusively that of the city. Nothing in this chapter shall be construed as delegating to others and the city specifically reserves the right to manage its operations and direct the work forces in a manner most advantageous to the city and consistent with the requirements of municipal employment and the public interest, including, by way of illustration only, but not limited to the right to:~~

(a) ~~Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as the functions and programs of public employer, standards of services, its overall budget, utilization of technology, and organizational structure;~~
(b) ~~Direct and supervise all operations, functions and the work of all city employees;~~
(c) ~~Determine what, and by whom, services will be rendered, the job descriptions for the services so rendered, the operations to be performed, the technology to be utilized and the matters to be budgeted;~~
(d) ~~Assign incidental duties connected with operations enumerated in job descriptions, which are not always specifically described;~~
(e) ~~Maintain and improve the efficiency and effectiveness of governmental operations;~~
(f) ~~Determine appropriate compensation, salaries, wages and benefits of employees as well as the place to report for work and to determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;~~
(g) ~~Hire, evaluate, promote, demote, assign, schedule, transfer, suspend, discipline, lay off, discharge or terminate employees, and to relieve employees from duties because of lack of work or funds or under conditions where the city, in its absolute discretion determines continuation of work would be wasteful, unproductive or otherwise not in the best interest of the city;~~
(h) ~~Determine the adequacy of the work force;~~
(i) ~~Effectively manage the work force;~~
(j) ~~To assign shifts, work days, vacation days, hours of work and work locations, and to designate, assign and reassign all work duties;~~
(k) ~~To determine the need for the qualifications of new employees, and to determine the qualifications for and qualifications of employees considered for transfer and promotion;~~
(l) ~~Determine the overall mission of the city as a unit of government and take actions to carry out the mission of the public employer as a governmental unit;~~
(m) ~~Designate its representative(s) for the purpose of meeting and conferring with public employees;~~
(n) ~~Make necessary selections as to who its confidential, supervisory and management employees may be, without recourse to any conferring agreement or to any grievance procedure;~~
(o) ~~Fulfill its statutory and charter rights and obligations in contracting for matters relating to municipal operations;~~

(p) ~~The right of contracting or subcontracting is vested in the city; and~~

(q) ~~To operate and manage its affairs in all respects in accordance with the law of the state of Wyoming.~~

~~(Ord. No. 1970 § 1, 4-18-05.)~~

SECTION 11: **AMENDMENT** "14B-7.1 Compensation System And Workforce Planning" of the Sheridan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

14B-7.1 Compensation System And Workforce Planning

(a) ~~The city's workforce planning system should be designed to seek the best interests of the city as well as the city employee. The system should provide incentives and reward merit for employee work performance and productivity, with seniority playing a proper, but not exclusive or overwhelming role. The workforce planning system should also be structured so as to anticipate future skills needed in the workforce, and take into account a need for adaptation to changes and developments that would alter the work required, or the means by which work is accomplished. This same adaptivity should be applied when planning for future workforce skills needed, including anticipating retirements from the city's workforce.~~

(b) ~~It is the policy of the city that at least every five years, and no more often than every three years, a compensation study be conducted to examine the adequacy of compensation for city employees. The study should include, but not be limited to, the following:~~

(1) ~~A survey of compensation in the Sheridan job market for the primary job categories of the city; and~~

(2) ~~For jobs that draw upon labor markets beyond the Sheridan job market, comparable rates of compensation in those markets; and~~

(3) ~~Input from Sheridan employers and employees; and~~

(4) ~~Input from city of Sheridan employees should include attitude or morale surveys, as well as the views and recommendations of employees on workplace compensation and practices;~~

(5) ~~Results from these surveys, less the names or identifying designation of businesses and employees held in confidentiality, should be made available to the public.~~

(c) ~~It is the policy of the city that at least every five years, and no more often than every three years, the governing body shall review the personnel policies and procedures manual to determine its continuing adequacy to meet the needs of the city and its employees.~~

(d) ~~*Employee Concerns*.~~

(1) ~~It is the policy of the city that procedures (such as, but not limited to, the~~

employee handbook) shall be set up and made available for all employees so that they know they are empowered to communicate concerns regarding matters arising out of or related to employment with the city.

(2) Such procedures should state that it is the job of supervisors and managers to act as a link between employees and the city, and to help employees to get answers to questions or concerns.

(3) Such procedures should provide avenues of communication whereby employees may communicate openly with supervisors or managers with regard to matters such as:

(A) Ideas for improving city operations, or problems which may prevent city operations from running in an efficient or legal, ethical or professional manner; and,

(B) Concerns with respect to particular working conditions; and

(C) Any other serious concern, such as, but not limited to, safety, unlawful discrimination or unlawful harassment, Americans with Disabilities Act matters, Family Medical Leave Act issues, etc.;

(D) Such procedures should also allow for situations where communication with an employee's direct supervisor may not be perceived by the employee as a viable option, and alternative avenues of communication should be available to the employee by which an employee may report their concern to the city, such as, through a corporate compliance officer, or by reporting to other supervisors, managers, the human resources managers, or elected officials of the city;

(E) Such procedures are to further provide that any such act of reporting will not result in any act of discipline for the good faith action of reporting such concern(s); and, shall contain provisions that will not remove the prospect of discipline if the reporting employee was complicit in any violation of law or city policy or procedure.

(e) *Honor Code*.

(1) It is the policy of the city that all employees are to report, pursuant to subsection d of this section, instances of violations of law or city policy or procedure, including, but not limited to, unlawful discrimination, unlawful harassment, OSHA concerns, ADA, FMLA, etc.

(2) Procedures of the city should reflect mechanisms by which employees may communicate in good faith such concerns without fear of retribution.

(Ord. No. 1970 § 1, 4-18-05.)

SECTION 12: **AMENDMENT** "14B-12 Subjects Of Discussion--Exclusive" of the Sheridan Municipal Code is hereby *amended* as follows:

AMENDMENT

14B-12 Subjects Of Discussion--Exclusive

(a) ~~There is established an employee relations committee the mission of which is to exchange information and concerns that may affect either the city or employees and to promote harmonious relationship. The committee may discuss any topic of interest to its members, and shall endeavor to be a genuine avenue of communication between employees and the governing body.~~

(b) ~~The employee relations committee shall be a standing committee and shall consist of two members of the governing body selected by the council, two exempt city employees, and two nonexempt city employees from each public safety (police or fire/rescue), public works, and administration. The overall goal is an evenly balanced committee that represents all city employees.~~

(c) ~~The employee relations committee shall meet at the request of any committee member, but not more often than monthly, or less often than quarterly.~~

(d) ~~Employees of their respective departments shall nominate members of the committee. If more candidates are nominated then there are positions to fill, those so nominated shall agree among themselves as to which two shall serve on the employee relations committee. Members shall serve for one year.~~

(e) ~~Meeting notes will be taken and distributed to all employees, but do not constitute a binding obligation on the city.~~

(f) ~~Matters pertaining to topics of mutual concern are subject to discussion between the city and the employee relations committees, except:~~

(1) ~~The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligibility lists from the examinations, and the original appointments from the eligible list are not appropriate subjects for conferring agreements;~~

(2) ~~Retirement programs provided under state law or other municipal deferred compensation plans;~~

(3) ~~Matters pertaining to civil rights, affirmative action, unemployment compensation, workers compensation, retirement of public employees, residence requirements, American with Disabilities Act, Family and Medical Leave Act of 1993, Drug-Free Workplace Act of 1988, and the Occupational Safety and Health Act;~~

(4) ~~Nothing herein contained shall be construed so as to impair the right and responsibility of the city to:~~

(A) ~~Determine matters of inherit managerial policy, which include, but are not limited to areas of discretion or policy such as the functions and programs of the city, standards of service, its overall budget, utilization of technology, and organizational structure,~~

(B) ~~Direct and supervise all operations, functions and the work of all city employees,~~

(C) ~~Hire, direct, supervise and evaluate city employees,~~

(D) ~~Maintain and improve the efficiency and effectiveness of governmental operations,~~

(E) ~~Determine the overall method, process, means or personnel by which~~

~~governmental operations are to be conducted,~~

(F) ~~Suspend, discipline, demote, discharge, lay off, transfer, assign, schedule, promote or retain public employees,~~

(G) ~~Determine the adequacy of the work force,~~

(H) ~~Determine the overall mission of the city as a unit of government,~~

(I) ~~Effectively manage the work force,~~

(J) ~~Take action to carry out the mission of the city as a governmental unit.~~

(g) ~~The city shall not be required to agree to a proposal or make a concession.~~

(h) ~~The opportunity to meet and confer allowed by this chapter shall not be construed as authorizing the city to enter into any agreement that is in conflict with the provisions of any statute or ordinance of the city, state, or federal government.~~

(i) ~~Nothing in this chapter shall be construed to interfere with the management rights of the governing body. The expenditure of funds shall be contingent upon specific appropriation of funds by the governing body and the availability of funds. Actual expenditure of the funds may be limited or discontinued if the city council determines that such expenditure is contrary to the best interest of the city due to budgetary emergencies.~~

~~(Ord. No. 1970 § 1, 4-18-05.)~~

PASSED AND ADOPTED BY THE CITY OF SHERIDAN GOVERNING BODY _____.

Presiding Officer

Attest

Richard Bridger, Mayor, City of Sheridan

Cecilia Good, City Clerk, City of Sheridan

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

RE: Discussion of new Resort Liquor License #3 for Ramada Plaza Oasis Lounge - City Clerk Cecilia Good
From: Cecilia Good, City Clerk
To: City Council
CC: City Administrator Stuart McRae
Date: 05/28/2024

Discussion:

See attached application.

Attachments

Application

(7/23)

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 / Town / County Clerk Local License #: _____

License Fees
Annual Fee: $_____.____ Date filed with clerk: ____/____/____
Prorated Fee: $_____.____ Advertising Dates: (2 Consecutive Weeks Prior to Hearing)
Transfer Fee: $_____.____ _____ & _____
Publishing Fee: $_____.____ Public Hearing Date: ____/____/____

Publishing Fee Direct Billed to Applicant: ☐

License Term: ____/____/____ (Month / Day / Year) Through ____/____/____ (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 (Business Name): Sheridan Spirit Hospitality LLC
Doing Business As (DBA) / Trade Name: Ramada Plaza Oasis Lounge
Building to be licensed / Building Address: 1809 Sugarland Dr
(Address Number, and Suite or Unit Number, and Street or Road Name)
Sheridan (City) WY (State) 82801 (Zip) Sheridan (County)
Local Mailing Address: PO Box 1039
(Address Number or PO Box, and Suite or Unit Number, and Street or Road Name)
Sheridan (City) WY (State) 82801 (Zip) Sheridan (County)
Local Business Telephone Number: 307 672 8931 Fax Number: 833 301 0404
Business E-Mail Address: gautamhospitality0718@gmail.com
Business Primary Contact: Tara (First Name) Gautam (Last Name)

FILING FOR
☒ NEW LICENSE
☐ TRANSFER OF LOCATION
☒ TRANSFER OF OWNERSHIP T.G
☐ ASSIGNMENT LETTER MUST BE ATTACHED
FORMERLY HELD BY: Sheridan USA Inc

FILING IN (CHOOSE ONLY ONE)
☒ CITY / TOWN OF: Sheridan
☐ COUNTY OF:

FILING AS (CHOOSE ONLY ONE)
☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP ☐ LLP ☐ LLLP
☒ LLC ☐ LC
☐ CORPORATION (INC)
☐ POLITICAL SUDIVISION
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

☐ **RETAIL LIQUOR LICENSE**
PRIMARY BUSINESS TYPE (CHOOSE ONLY ONE)
☐ ON-PREMISE BAR
☐ OFF-PREMISE PACKAGE STORE
☐ ON & OFF PREMISE 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
☐ MANUFACTURER SATELLITE PERMIT
☐ WINERY SATELLITE PERMIT
☐ COUNTY MALT BEVERAGE PERMIT
☐ SPECIAL MALT BEVERAGE PERMIT

SPECIAL STATUTORY DESIGNATIONS (CHOOSE ONLY ONE)
☐ COMMERCIAL AIRPORT (W.S. 12-4-201(d)(iv))
☐ GOLF CLUB (W.S. 12-5-201(f))
☐ GUEST RANCH (W.S. 12-5-201(f))
☒ RESORT (W.S. 12-4-401(iv) / 12-5-201(f))
☐ GOLF CLUB-POLIT. SUBDIVISION (W.S. 12-4-301(e) / 12-5-201(f))
☐ Other: _____

OPERATIONAL STATUS (To Assist the Liquor Division with scheduling inspections (W.S. 12-1-101(a)(xxi) / 12-2-301(c) / 12-4-103(a)(iv)))
☒ FULL TIME
☐ SEASONAL
☐ NON-OPERATIONAL / PARKED

MONTHS OF OPERATION from _____ to _____ ☒ All Year (Jan-Dec)
DAYS OF WEEK OF OPERATION from Mon to Sun ☐ Every Day (Mon-Sun)
HOURS OF OPERATION from 4 pm to 11 pm ☐ 24 Hours a Day

(7/23)

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 3

1. BUILDING OWNERSHIP: W.S. 12-4-103(a)(iii)
Does the Applicant own or lease the licensed building?

(a) The Applicant **OWNS** the licensed building. ☒ YES (own)
(b) The Applicant **LEASES** the licensed building. ☐ YES (lease)

If the building is leased, please submit a copy of the lease and indicate:

(i) Lease term expiration date; located on page_____paragraph_____.

Note: The lease term **MUST** continue at least through the term of the liquor license or permit

(ii) **Sales** provision for alcoholic or malt beverages: located, on page_____ paragraph_____.

Note: The lease **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**

2. LIQUOR BUSINESS CONTROL: W.S. 12-4-601(b)

(a) To operate the liquor business, has the business or license/permit been assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license or permit or the licensed building? ☐ YES ☒ NO

(b) If the answer was **YES** to 2(a) above, explain fully and submit any documents in connection there within.

3. INTEREST IN LICENSE OR PERMIT: W.S. 12-5-401, 12-5-402, 12-5-403 -

Does any alcohol manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm:

(a) Hold any interest in the license/permit applied for? ☐ YES ☒ NO
(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in the business? ☐ YES ☒ NO
(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
(d) If the answer was **YES** to any of the above, explain fully and submit any documents in connection there within.

4. RETAIL LIQUOR LICENSE-COUNTY LOCATIONS ONLY: W.S. 12-4-201(f)(ii)

Is the licensed building within five (5) miles of an incorporated town or city? ☐ YES ☒ NO

5. RETAIL LIQUOR LICENSE-COMMERCIAL SERVICE AIRPORTS ONLY: W.S. 12-4-201(m)

(a) Will food and beverage services be contracted or subcontracted? ☐ YES ☒ NO
1. If **YES**, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

6. BAR AND GRILL LICENSE OR RESTAURANT LIQUOR LICENSE ONLY: 12-4-413(a) / W.S. 12-4-407(a)

Is a copy of the valid food service permit or the approved permit application attached? ☐ YES ☒ NO

7. RESORT LIQUOR LICENSE: W.S. 12-4-401 through W.S. 12-4-403(b)

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☒ YES ☐ NO
(b) Include a restaurant and a convention facility; a convention facility that will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☒ YES ☐ NO
(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☒ YES ☐ NO
(d) If no on question (c), have a ski resort facility open to the general public in which has been committed or expended not less than 10 million dollars ($10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☒ NO
(e) Will food and beverage services be contracted or subcontracted? W.S. 12-4-403(b) ☐ YES ☒ NO
1. If **YES** to (e), is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

8. MICROBREWERY PERMIT ONLY: WHOLESALE DISTRIBUTION: W.S. 12-2-201(a) NA

(a) Will the microbrewery self-distribute its products or distribute through a licensed wholesaler? ☐ YES ☐ NO

If **YES**, a wholesale malt beverage license from the Liquor Division will be required.

9. LIMITED RETAIL (CLUB) LIQUOR LICENSE: NA

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LIQUOR LICENSE: NA

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LIQUOR LICENSE: NA

GOLF CLUBS W.S. 12-1-101(a)(iii)(D) / W.S. 12-4-301(e):

(a) Does the golf club have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Does the Applicant, maintain, or operate a bona fide golf course together with a clubhouse? ☐ YES ☐ NO

(c) Is the Applicant a Political Subdivision of the state that owns, maintains, or operates this golf course? ☐ YES ☐ NO

1. Will food and beverage services be contracted or subcontracted? W.S. 12-4-301(e) ☐ YES ☐ NO
2. If **YES**, is a copy of the food and beverage contract or lease attached? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LIQUOR LICENSE: NA

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E) / W.S. 12-4-301(b):

(a) Does the club have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax-exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Is a true copy of the club bylaws attached to this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition(s) Attached) ☐ YES ☐ NO

13. Applicant is Filing As Individual, Partnership, Political Subdivision, Organization or Other: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or officer (as applicable) must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application.)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted within the previous 10 years of: a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	Have you been convicted within the previous 10 years of: any Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(7/23)

14. Applicant is Filing As a Corporation, Limited Company, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock or ownership of the corporation, limited liability company, limited liability partnership, or limited partnership.

Each Officer, Director or LLC member must complete all of the information below.
(If more information is required, list on a separate piece of paper and attach to this application)

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock or Ownership Held	Have you been convicted within the previous 10 years of: a Felony Violation Relating to Alcoholic Liquor or Malt Beverages?	Have you been convicted within the previous 10 years of: any Violation Relating to Alcoholic Liquor or Malt Beverages?
	1/12/1984			0	100	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

REQUIRED ATTACHMENTS:

- ☐ A statement indicating the financial condition and financial stability of the Applicant. W.S. 12-4-102(a)(vi).
- ☐ If transferring a license or permit to another Applicant, attach a form of assignment from the current licensee to the new Applicant authorizing the transfer. W.S. 12-4-601(b).
- ☐ A copy of any lease agreements. W.S. 12-4-103(a)(iii)
- ☐ Bar & Grill and Restaurant liquor license Applicants: attach a copy of the current Food Service Permit or the approved permit application for the Applicant and for the licensed building location. 12-4-413(a) / W.S. 12-4-407(a)
- ☐ If food and beverage services will be contracted or subcontracted attach a copy of the contract or lease agreement W.S. 12-4-201(m) / W.S. 12-4-301(e) / W.S. 12-4-403(b)
- ☐ If filing for a Golf Club or Social Club liquor license attach a copy of the club's bylaws W.S. 12-4-301(c)

OATH OR VERIFICATION

*Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers. W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Sheridan

Signed and sworn to before me on this 15th day of May, 2024 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Tara Gautam	TARA GAUTAM	MEMBER
2)			
3)			
4)			
5)			

CANDACE AINSLIE
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 163988
MY COMMISSION EXPIRES: 04/11/2030

(SEAL)

Witness my hand and official seal:

Signature of Notary Public

My commission expires: _____

CITY OF SHERIDAN, WYOMING

55 Grinnell Plaza
Sheridan Wyoming 82801
(307) 675-4211
cgood@sheridanwy.gov

RETAIL/ RESORT LIQUOR LICENSE OPERATION PLAN

Name as it appears on license:	Sheridan Spirit Hospitality LLC
Common Name (doing business as):	Ramada Plaza Oasis Lounge
Street Address:	1809 Sugarland Dr
Phone #:	307 672 8931

Hours of Operation

Our planned hours of operation are:

Monday:	4 – 11 pm
Tuesday:	4 – 11 pm
Wednesday:	4 – 11 pm
Thursday:	4 – 11 pm
Friday:	4 – 11 pm
Saturday:	4 – 11 pm
Sunday:	4 – 10 pm

Last call will be 30 **minutes before closing and last service will be** 30 **minutes before closing.**

Use of License

Please describe the characteristics of your operations:

Bar, food services

- **Will you be catering? If yes, name of catering company:** Yes, same name as above

CITY OF SHERIDAN, WYOMING

55 Grinnell Plaza
Sheridan Wyoming 82801
(307) 675-4211
cgood@sheridanwy.gov

- **Provide your dispensing building design referencing alcohol service and storage locations, including outside consumption areas***

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

(All outside events require a Catering Permit)

Security/ Crowd Control/ Capacity Limits

The official occupancy limit for our business is:

195

In order to comply with our occupancy limits we shall:

Count seat # & table numbers

We shall maintain peace and order in and around our business by (but not limited to):

- Requiring TIPS Training
- Reporting altercations or potential altercations to the Sheridan Police Department
- Follow all guidelines established by Chapter Four of Sheridan Municipal Code

Rules of the establishment shall be enforced by:

Wall posters, bar staff, bar manager

CITY OF SHERIDAN, WYOMING

55 Grinnell Plaza
Sheridan Wyoming 82801
(307) 675-4211
cgood@sheridanwy.gov

Alcohol Management

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

Make sure they are under 20, then will work only till 10 pm

I acknowledge that the Sheridan Police Department is an agent of the licensing authority and shall have the ability to inspect the licensed premises. Violations of City Code are subject to Section 4-13, resulting in action from Administrative Fees up to license revocation.

[signature]

Signature of License Holder

5/15/24

Date

TARA GAUTAM

Printed Name

*Outside consumption areas located on public right-of-way require a Sidewalk Use Agreement obtainable from the City Clerk's Office. Any substantial improvements on public right-of-way require a lease agreement.

Business Plan

Projection of Sales

	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Sales	15000	17000	20000	22000	20000	15000	11700	7000	7000	11700	13500	21000

Number of Employees

Total of 4

Bar manager
2 Bartenders
1 Server

Payroll

The manager marks $19.00/hour and works full time. Bartenders are part time at the rate of $13.00 and work 20 hours on average a week. One server is available for dinner time and works part time at the rate of $17.00. The annual payroll estimate for is approximately $84,000.00

Description of the use of license to the interest of public

The bar is located inside the hotel 'Ramada Plaza'. The new management and ownership are planning to make improvements and advertise the bar lounge to the community so our local folks can enjoy their time with their friends and families more often in a much enhanced atmosphere and quality services. We are going to hold fun, entertainment events and be more open and available for small and large gatherings and groups on a regular basis as well.

FIRST FEDERAL
BANK & TRUST

May 15, 2024

To Whom it May Concern:

This letter is to certify that Tara & Shinyoung Gautam and Jay & Patti Westre, owners of Sheridan Spirit Hospitality LLC, have been valued customers of First Federal Bank & Trust since 2008 and have maintained good standing status with their numerous entities.

Kind Regards,

Molly Eckard

Molly Eckard
Commercial Lender
NMLS #2434359

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

RE: Discussion of Award to Wagner Ranch Services for the Wetlands Drive Pathway Extension Project in the Amount of $190,777.25 - City Engineer Thomas Morneau

From: Thomas Morneau, City Engineer

To: City Council

CC:

Date: 05/14/2024

Recommendation:

Staff recommends that the Mayor and City Council award the Wetlands Drive Pathway Extension Project to Wagner Ranch Services, the lowest qualified bid, in the amount of $190,777.25.

Staff requests that for the Wetlands Drive Pathway Extension Project, the 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 Wetlands Drive Pathway Extension Project includes extension and construction of the pathway off of Wetlands Drive. Work includes minor grading with placement of approximately 1,180 LF of concrete pathway.

Per a 2013 Easement Agrement, the City is required to replace the recycled asphalt pathway with a concrete pathway at the time of subdividing adjacent land.

This project was advertised in the Sheridan Press on May 2, 10, and 15, 2024 and bids were due on May 22. A pre-bid conference was held on May 16.

Bids Received

- Letrac Development, LLC $520,000.00
- Excel Wyoming $369,000.00
- Oftedal Construction Inc $237,064.00
- Wagner Ranch Services, LLC $190,777.25
- LJS Concrete & Excavating $218,616.52
- Hot Iron Inc. $598,076.29

Funding:

This project is funded by GPET and Public Benefit.

Attachments

Map

Easement Amendment

Wetlands Drive Pathway



2022-776975 3/10/2022 1:46 PM PAGE: 1 OF 3
FEES: $18.00 PK AMENDMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Amendment to Pathway Easement

Teal Ponds, LLC ("Grantor") whose address is 2340 Wetlands Drive, Suite 102, Sheridan, WY 82801 and the City of Sheridan ("Grantee") whose address is P.O. Box 848, Sheridan, WY 82801 entered into an Easement dated July 8, 2013 ("2013 Easement") for a public pathway. The parties desire to amend a portion of the description of the pathway.

The parties agree as follows:

The 2013 Easement is amended so that the description of the easement as it crosses Tract 10 of the Marshall Subdivision to the City of Sheridan is as set out on attached Exhibits A and B.

Except as modified by this amendment, the 2013 Easement remains in full force and effect.

Dated this 10 day of March, 2022.

Teal Ponds, LLC

By: P.A.B. Widener, Jr.
Title: Manager

City of Sheridan

By: Richard Bridger
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

This Amendment to Pathway Easement was signed before me this 10th day of March, 2022, by P.A.B. Widener, Jr., manager of Teal Ponds, LLC.

Karen B. Koyama-Breen
Notary Public

My commission expires: August 3, 2023

Karen B. Koyama-Breen NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
MY COMMISSION EXPIRES August 3, 2023

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

This Amendment to Pathway Easement was signed before me this 8th day of March, 2022, by Richard Bridger, mayor of the City of Sheridan.

Candace Ainslie
Notary Public

My commission expires: 4/11/24

CANDACE AINSLIE - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
My Commission Expires April 11, 2024

LEGAL DESCRIPTION
EXHIBIT "A"

Record Owner: ***Teal Ponds, LLC***
March 3, 2022

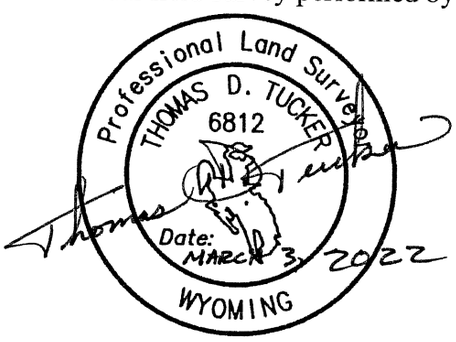
Re: 15.0' Pathway Easement to the City of Sheridan, and or any of their respective successors and assigns.

A pathway easement fifteen (15.0) feet wide, being seven and one half (7.5) feet, each side of the following described centerline situated in Tract 10, Marshall Subdivision, to the City of Sheridan, Sheridan County, Wyoming, as shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; said centerline being more particularly described as follows:

Commencing at the southeast corner of Tract 11A, Blue Wing Minor Subdivision, (Monumented with a 1½" Aluminum Cap per PLS 2615); thence N67°56'00"W, 9.23 feet along the south line of said Tract 11A to the **POINT OF BEGINNING** of said easement; thence S00°54'52"E, 198.30 feet, eight and one half (8.5) feet west of and parallel to the north line of said Tract 10, along said centerline to a point; thence S00°54'30"E, 119.23 feet, eight and one half (8.5) feet west of and parallel to said north line of said Tract 10, along said centerline to a point; thence S01°05'07"E, 339.02 feet, eight and one half (8.5) feet west of and parallel to said north line of said Tract 10, along said centerline to a point; thence S63°40'37"E, 9.57 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point lying on said north line of said Tract 10, and being N81°35'38"W, 618.02 feet from the northeast corner of said Tract 10 (Monumented with a 2" Aluminum Cap per PLS 6812). Lengthening or shortening the side lines of said easement to intersect said boundary lines.

Said pathway easement contains 9,992 square feet of land, more or less.
Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

SURVEYOR'S STATEMENT
I, Thomas D. Tucker, do hereby state that this legal description was prepared from notes taken during an actual field survey performed by me or under my direct supervision.



Modification in any way of the above or foregoing legal description terminates liability of surveyor.

H:\WP\LD\CITY\99\1999-023-PathWay-SJ-19.rtf

2022-776975 3/10/2022 1:46 PM PAGE: 2 OF 3
FEES: $18.00 PK AMENDMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT "B"



SCALE: 1"=100'

BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE
DATUM: NAD 83(1993), NAVD 88 (U.S. SURVEY FEET)
DAF: 1.000235
DISTANCES ARE SURFACE

BLUE WING MINOR SUBDIVISION TRACT 11A

(R)929.78'
(R)N67°55'48"W
N67°56'00"W
920.48'

SE COR. TRACT 11A

POB

L1

(BOOK 476, PAGE 615)

BRUNDAGE PLACE

TRACT A

L2

15.0'
7.5'
1.0'

DETAIL
NOT TO SCALE

±9,992 S.F.

(BOOK 533, PAGE 700)

L3

SEE DETAIL

MARSHALL SUBDIVISION TRACT 10

L4

343.42'
425.06'
N01°05'07"W
(R)N01°03'05"W
(R)425.06'

RECORD OWNER:
NORTHERN WYOMING COMMUNITY COLLEGE DISTRICT
(BOOK 121, PAGE 253)

LEGEND:

- 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 PLS 6812
- CALCULATED: NOTHING FOUND/NOTHING SET
- (R) RECORD
- POB POINT OF BEGINNING
- POT POINT OF TERMINUS
- PROPERTY/TRACT LINE
- HIGHWAY RIGHT-OF-WAY LINE
- CENTERLINE OF PATHWAY EASEMENT
- PATHWAY EASEMENT LINE
- RESERVED FOR FUTURE STREET DEVELOPMENT LINE

LINE TABLE		
LINE	BEARING	LENGTH
L1	N67°56'00"W	9.23'
L2	S00°54'52"E	198.30'
L3	S00°54'30"E	119.23'
L4	S01°05'07"E	339.02'
L5	S63°40'37"E	9.57'

L5

POT

81.64'

N81°35'38"W
618.02'

S89°10'49"E 609.90'
(R)S89°10'49"E (R)610.02'

NE COR. TRACT 10

U.S. HIGHWAY NO. 87
(AKA COFFEEN AVENUE)

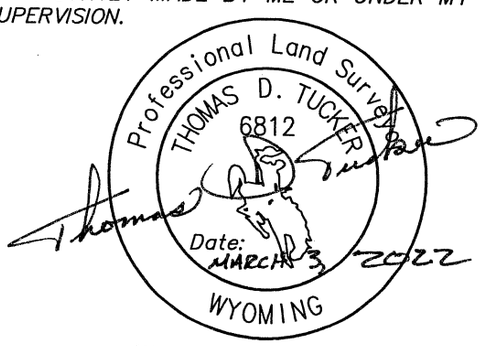
RECORD OWNER:
TEAL PONDS, LLC
(BOOK 496, PAGE 223)

30' RESERVED FOR FUTURE STREET DEVELOPMENT

SURVEYOR'S CERTIFICATE

STATE OF WYOMING
COUNTY OF SHERIDAN :ss

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



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

EXHIBIT "B"
15.0' PATHWAY EASEMENT

CLIENT: TEAL PONDS, LLC & THE CITY OF SHERIDAN

LOCATION: TRACT 10, MARSHALL SUBDIVISION, TO THE CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING

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

JN: 1999-023 SJ: 19
DN: 1999-023-SJ19-2022
TAB: ESMT
PF: T1999-023-SJ18
REVIEWED BY: JSP & CT
MARCH 3, 2022

Easement

Teal Ponds, LLC ("Grantor") grants to the City of Sheridan ("Grantee") whose address is P.O. Box 848, Sheridan, WY 82801 an easement over the following described land situated in Sheridan County, Wyoming which are hereafter referred to as the "easement area":

See attached Exhibits A and B.

This easement is granted by Grantor and accepted by Grantee subject to the following terms and conditions and is shown on College to Brundage Pathway, City of Sheridan 2013 Pathways Project Design Plans attached as Exhibit C:

1. Grantee may use the easement area only for a public pathway, and Grantee may construct, repair and maintain a public pathway on the easement area.

2. Grantee will keep the pathway in good order and repair and will remove snow and ice from the pathway. Before the trail is opened for public use Grantee will fence the pathway. From STA 10 + 53 to STA 37 +92, the fence will be a chain link fence which is six (6) feet in height and will be located as shown on Exhibit C. Another portion of the fence will be a post and rail fence in the same style as currently exists of the property and will be constructed and located as shown on Exhibit C. Grantee will also install three gates ten (10) feet in width in the chain link fence at locations to be specified by Grantor before construction begins. The fence will separate the pathway from Grantor's adjoining land. Grantee will maintain the fence and gates and will maintain no trespassing signs on the pathway advising users of the pathway not to trespass on Grantor's adjoining lands.

3. Grantee shall promptly restore and reclaim to its original condition all areas within the easement area disturbed by construction or maintenance of the pathway which are not occupied by the constructed pathway. To the maximum extent permitted by law, Grantee will indemnify, defend and hold Grantor, its members, employees and agents harmless from any claims arising out of the use of the pathway by the Grantee or public.

4. This pathway easement may be relocated by the Grantor or its successors, at their cost, at the time or times land adjoining the pathway is platted; provided, however, the Grantee may not require the Grantor to relocate the easement or remove the original pathway.

5. Neither Grantee nor Grantee's agents or contractors shall enter upon, use, or cast any substance upon any portion of the Grantor's land which is not in the easement area.

6. This easement is granted and accepted "AS IS, WHERE IS," without any warranties from Grantor.

7. This easement is binding upon the successors and assigns of the parties.

8. At the same time the pathway is constructed, Grantor will demolish and remove from the site the garage located between STA 2 + 45 to STA 2 + 72. Once the garage is removed, Grantee will construct and place according to the attached design plans a parking area which is 27 feet by 32.5 feet between STA 2 + 45 to STA 2 + 72 .

9. As part of the construction of the pathway, Grantee will install a 5 foot wide commercial concrete sidewalk along Wetlands Drive from STA 1 + 00 to STA 6 + 50. The remainder of the public pathway as initially constructed shall be 6 inches of recycled asphalt on a 6 inch compacted subgrade. When Grantor subdivides Grantor's land adjacent to the public pathway, Grantee will replace the recycled asphalt pathway with a concrete pathway. At the time Grantee replaces the recycled asphalt pathway with a concrete pathway, Grantee will

move the pathway at its expense from STA 20 + 06 to STA 25 + 45 so that the centerline of the pathway will be as shown on College to Brundage Pathway, City of Sheridan 2013 Pathways Project Design Plans attached as Exhibit C and shall be a straight line between STA 20 + 06 and STA 25 + 45.

10. Grantor and its successors reserve the right to cross over and under the pathway to their property with roads, alleys, driveways and utilities.

11. Grantor has on its adjoining property concrete pipe which Grantee will install as a part of the construction of the pathway at STA 9 + 18 to provide a concrete drainage system 75 feet in length.

12. Grantee shall be responsible for any wetlands mitigation in the areas Grantee disturbs, if any, required as a result of the construction of the pathway. When Grantor develops the property, Grantor can move the pathway or bridge and will be responsible for any wetlands mitigation of wetlands disturbed as a result of the move.

13. At such time as Grantor subdivides the adjacent property, the Grantor will not be required to construct a sidewalk from STA 6 + 92 to STA 32 + 10, and the concrete pathway in this area, which Grantee will construct at that time as provided in Section 9, shall be the sidewalk.

Dated this 08 day of July, 2013.

Teal Ponds, LLC

By: P.A.B Widener
Title: Managing member

By: Ron Prestfeldt
Title: MEMBER

City of Sheridan

By: Dave Kinskey
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 08 day of July, 2013, by P.A.B. Widener, Jr. and Ron Prestfeldt, managers of Teal Ponds, LLC. Witness my hand and official seal.

Notary Public

My commission expires: 18 Feb 2016

DAVID E. HORNEY NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
MY COMMISSION EXPIRES FEBRUARY 18, 2016

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 3rd day of July, 2013, by David Kinskey, mayor of the City of Sheridan. Witness my hand and official seal.

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

Notary Public

My commission expires:

LEGAL DESCRIPTION
EXHIBIT "A"

Record Owner: Teal Ponds, LLC
April 30, 2013

Re: 10.5' Pathway Easement to the City of Sheridan, and or any of their respective successors and assigns.

A pathway easement ten and one half (10.5) feet wide, being five and one quarter (5.25) feet each side of the following described centerline situated in Tract 11 and Tract 12, Marshall Subdivision, to the City of Sheridan, Sheridan County, Wyoming, as shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; said centerline being more particularly described as follows:

Commencing at the southwest corner of Tract 13, Marshall Subdivision (Monumented with a 1½" Aluminum Cap per PLS 2615); thence N06°09'13"W, 439.32 feet to the **POINT OF BEGINNING** of said easement, said point lying on the south right-of-way line of East Brundage Lane (AKA State Highway No. 334); thence S00°14'33"E, 10.21 feet along said centerline to a point; thence S00°04'00"E, 142.45 feet along said centerline to a point; thence, along said centerline through a curve to the right having a central angle of 08°51'22", a radius of 675.25 feet, an arc length of 104.37 feet, a chord bearing of S04°21'41"W, and a chord length of 104.27 feet to a point; thence S08°47'22"W, 27.26 feet along said centerline to a point; thence, along said centerline through a curve to the left having a central angle of 09°40'05", a radius of 724.75 feet, an arc length of 122.29 feet, a chord bearing of S03°57'20"W, and a chord length of 122.15 feet to a point; thence S00°52'42"E, 133.47 feet along said centerline to a point; thence N89°07'18"E, 24.75 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point lying on the east line of said Tract 11, and being S21°45'56"W, 109.52 feet from said southwest corner of Tract 13. Lengthening or shortening the side lines of said easement to intersect said boundary lines.

Said pathway easement contains 5,877 square feet of land, more or less.
Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

A pathway easement ten and one half (10.5) feet wide, being five and one quarter (5.25) feet each side of the following described centerline situated in Tract 11, Marshall Subdivision, to the City of Sheridan, Sheridan County, Wyoming, as shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; said centerline being more particularly described as follows:

Commencing at the southwest corner of Tract 13, Marshall Subdivision (Monumented with a 1½" Aluminum Cap per PLS 2615); thence S08°12'37"W, 266.93 feet to the **POINT OF BEGINNING** of said easement, said point lying on the east line of said Tract 11; thence, along said centerline through a non-tangent curve to the right, having a central angle of 00°36'23", a radius of 224.75 feet, an arc length of 2.38 feet, a chord bearing of S26°34'01"W, and a chord length of 2.38 feet to a point; thence, along said centerline through a reverse curve to the left, having a central angle of 27°44'55", a radius of 175.25 feet, an arc length of 84.87 feet, a chord bearing of S12°59'45"W, and a chord distance of 84.05 feet to a point; thence S00°52'42"E, 30.00 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point being S08°39'46"W, 382.57 feet from said southwest corner of Tract 13. Lengthening or shortening the side line of said easement to intersect said boundary line.

Said pathway easement contains 1,232 square feet of land, more or less.
Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

Re: 15.0' Pathway Easement to the City of Sheridan, and or any of their respective successors and assigns.

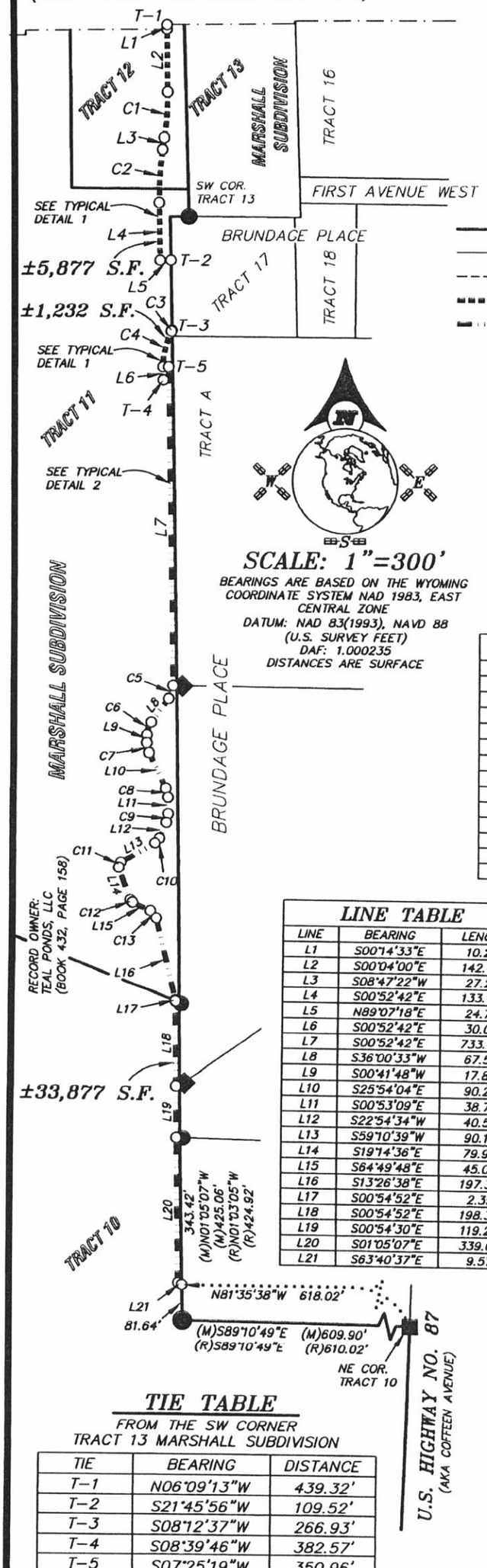
A pathway easement fifteen (15) feet wide, being seven and one half (7.5) feet each side of the following described centerline situated in Tract 10 and Tract 11, Marshall Subdivision, to the City of Sheridan, Sheridan County, Wyoming, as shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; said centerline being more particularly described as follows:

Commencing at the southwest corner of Tract 13, Marshall Subdivision (Monumented with a 1½" Aluminum Cap per PLS 2615); thence S07°25'19"W, 350.96 feet to the **POINT OF BEGINNING** of said easement, said point being eight and one half (8.5) feet west of the east line of said Tract 11; thence S00°52'42"E, 733.76 feet, eight and one half (8.5) feet west of and parallel to said east line of Tract 11 along said centerline to a point; thence, along said centerline through a curve to the right having a central angle of 36°53'16", a radius of 50.00 feet, an arc length of 32.19 feet, a chord bearing of S17°33'56"W, and a chord length of 31.64 feet to a point; thence S36°00'33"W, 67.53 feet along said centerline to a point; thence, along said centerline through a curve to the left having a central angle of 35°18'46", a radius of 50.00 feet, an arc length of 30.82 feet, a chord bearing of S18°21'10"W, and a chord length of 30.33 feet to a point; thence S00°41'48"W, 17.87 feet along said centerline to a point; thence, along said centerline through a curve to the left having a central angle of 26°35'51", a radius of 50.00 feet, an arc length of 23.21 feet, a chord bearing of S12°36'08"E, and a chord length of 23.00 feet to a point; thence S25°54'04"E, 90.29 feet along said centerline to a point; thence, along said centerline through a curve to the right having a central angle of 25°00'55", a radius of 50.00 feet, an arc length of 21.83 feet, a chord bearing of S13°23'37"E, and a chord length of 21.66 feet to a point; thence S00°53'09"E, 38.72 feet along said centerline to a point; thence, along said centerline through a curve to the right having a central angle of 23°47'42", a radius of 50.00 feet, an arc length of 20.77 feet, a chord bearing of S11°00'42"W, and a chord length of 20.62 feet to a point; thence S22°54'34"W, 40.57 feet along said centerline to a point; thence, along said centerline through a curve to the right having a central angle of 36°16'06", a radius of 25.00 feet, an arc length of 15.83 feet, a chord bearing of S41°02'37"W, and a chord length of 15.56 feet to a point; thence S59°10'39"W, 90.12 feet along said centerline to a point; thence, along said centerline through a curve to the left having a central angle of 78°25'16", a radius of 10.00 feet, an arc length of 13.69 feet, a chord bearing of S19°58'01"W, and a chord length of 12.64 feet to a point; thence S19°14'36"E, 79.92 feet along said centerline to a point; thence, along said centerline through a curve to the left having a central angle of 45°35'12", a radius of 10.00 feet, an arc length of 7.96 feet, a chord bearing of S42°02'12"E, and a chord length of 7.75 feet to a point; thence S64°49'48"E, 45.09 feet along said centerline to a point; thence, along said centerline through a curve to the right having a central angle of 51°23'10", a radius of 25.00 feet, an arc length of 22.42 feet, a chord bearing of S39°08'13"E, and a chord length of 21.68 feet to a point; thence S13°26'38"E, 197.39 feet along said centerline to a point, said point being eight and one half (8.5) feet west of said east line of Tract 11; thence S00°54'52"E, 2.35 feet, eight and one half (8.5) feet west of and parallel to said east line of Tract 11 along said centerline to a point, said point lying on the north line of said Tract 10; thence, continue S00°54'52"E, 198.30 feet, eight and one half (8.5) feet west of and parallel to said north line of Tract 10 along said centerline to a point; thence S00°54'30"E, 119.23 feet, eight and one half (8.5) feet west of and parallel to said north line of Tract 10 along said centerline to a point; thence S01°05'07"E, 339.02 feet, eight and one half (8.5) feet west of and parallel to said north line of Tract 10 along said centerline to a point; thence S63°40'37"E, 9.57 feet along said centerline to the **POINT OF TERMINUS** of said easement, said point lying on said north line of Tract 10, and being N81°35'38"W, 618.02 feet from the northeast corner of said Tract 10 (Monumented with a 2" Aluminum Cap per PLS 6812). Lengthening or shortening the side lines of said easement to intersect said boundary lines.

Said pathway easement contains 33,877 square feet of land, more or less.
Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

EXHIBIT "B"

EAST BRUNDAGE LANE
(AKA STATE HIGHWAY NO. 334)

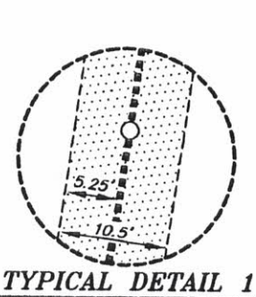


LEGEND:

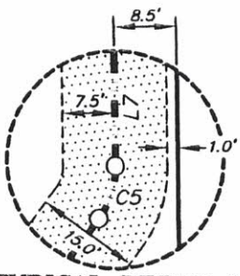
- ■ FOUND 5/8" REBAR/SET 2" AC PER PLS 6812
- ◆ FOUND 3-1/4" ALUMINUM CAP PER PLS 2615
- ● FOUND 1-1/2" ALUMINUM CAP PER PLS 2615
- ○ CALCULATED: NOTHING FOUND/NOTHING SET
- (R) RECORD
- (M) MEASURED
- TRACT/DEED LINE
- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE 10.5' EASEMENT
- CENTERLINE 15.0' EASEMENT

SCALE: 1"=300'

BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE
DATUM: NAD 83(1993), NAVD 88 (U.S. SURVEY FEET)
DAF: 1.000235
DISTANCES ARE SURFACE



TYPICAL DETAIL 1
NOT TO SCALE



TYPICAL DETAIL 2
NOT TO SCALE

CURVE TABLE

CURVE	DELTA	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	08°51'22"	675.25'	104.37'	S04°21'41"W	104.27'
C2	09°40'05"	724.75'	122.29'	S03°57'20"W	122.15'
C3	00°36'23"	224.75'	2.38'	S26°34'01"W	2.38'
C4	27°44'55"	175.25'	84.87'	S12°59'45"W	84.05'
C5	36°53'16"	50.00'	32.19'	S17°33'56"W	31.64'
C6	35°18'46"	50.00'	30.82'	S18°21'10"W	30.33'
C7	26°35'51"	50.00'	23.21'	S12°36'08"E	23.00'
C8	25°00'55"	50.00'	21.83'	S13°23'37"E	21.66'
C9	23°47'42"	50.00'	20.77'	S11°00'42"W	20.62'
C10	36°16'06"	25.00'	15.83'	S41°02'37"W	15.56'
C11	78°25'16"	10.00'	13.69'	S19°58'01"W	12.64'
C12	45°35'12"	10.00'	7.96'	S42°02'12"E	7.75'
C13	51°23'10"	25.00'	22.42'	S39°08'13"E	21.68'

LINE TABLE

LINE	BEARING	LENGTH
L1	S00°14'33"E	10.21'
L2	S00°04'00"E	142.45'
L3	S08°47'22"W	27.26'
L4	S00°52'42"E	133.47'
L5	N89°07'18"E	24.75'
L6	S00°52'42"E	30.00'
L7	S00°52'42"E	733.76'
L8	S36°00'33"W	67.53'
L9	S00°41'48"W	17.87'
L10	S25°54'04"E	90.29'
L11	S00°53'09"E	38.72'
L12	S22°54'34"W	40.57'
L13	S59°10'39"W	90.12'
L14	S19°14'36"E	79.92'
L15	S64°49'48"E	45.09'
L16	S13°26'38"E	197.39'
L17	S00°54'52"E	2.35'
L18	S00°54'52"E	198.30'
L19	S00°54'30"E	119.23'
L20	S01°05'07"E	339.02'
L21	S63°40'37"E	9.57'

TIE TABLE

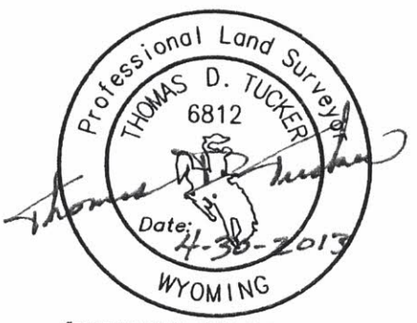
FROM THE SW CORNER
TRACT 13 MARSHALL SUBDIVISION

TIE	BEARING	DISTANCE
T-1	N06°09'13"W	439.32'
T-2	S21°45'56"W	109.52'
T-3	S08°12'37"W	266.93'
T-4	S08°39'46"W	382.57'
T-5	S07°25'19"W	350.96'

SURVEYOR'S CERTIFICATE

STATE OF WYOMING
COUNTY OF SHERIDAN :ss

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



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

EXHIBIT "B"
PATHWAY EASEMENT

CLIENT: MC2 ENGINEERING & THE CITY OF SHERIDAN
LOCATION: TRACT 10, TRACT 11, TRACT 12, MARSHALL SUBDIVISION, CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING

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

JN: 2012-067
DN: 2012-067_E1
PF: T2012-067
APRIL 30, 2013

LEGAL DESCRIPTION
EXHIBIT "A"

Record Owners: Lane Allen Vanderhoer (½ Interest), & Rae Lynn Vanderhoer (½ Interest)
April 25, 2013

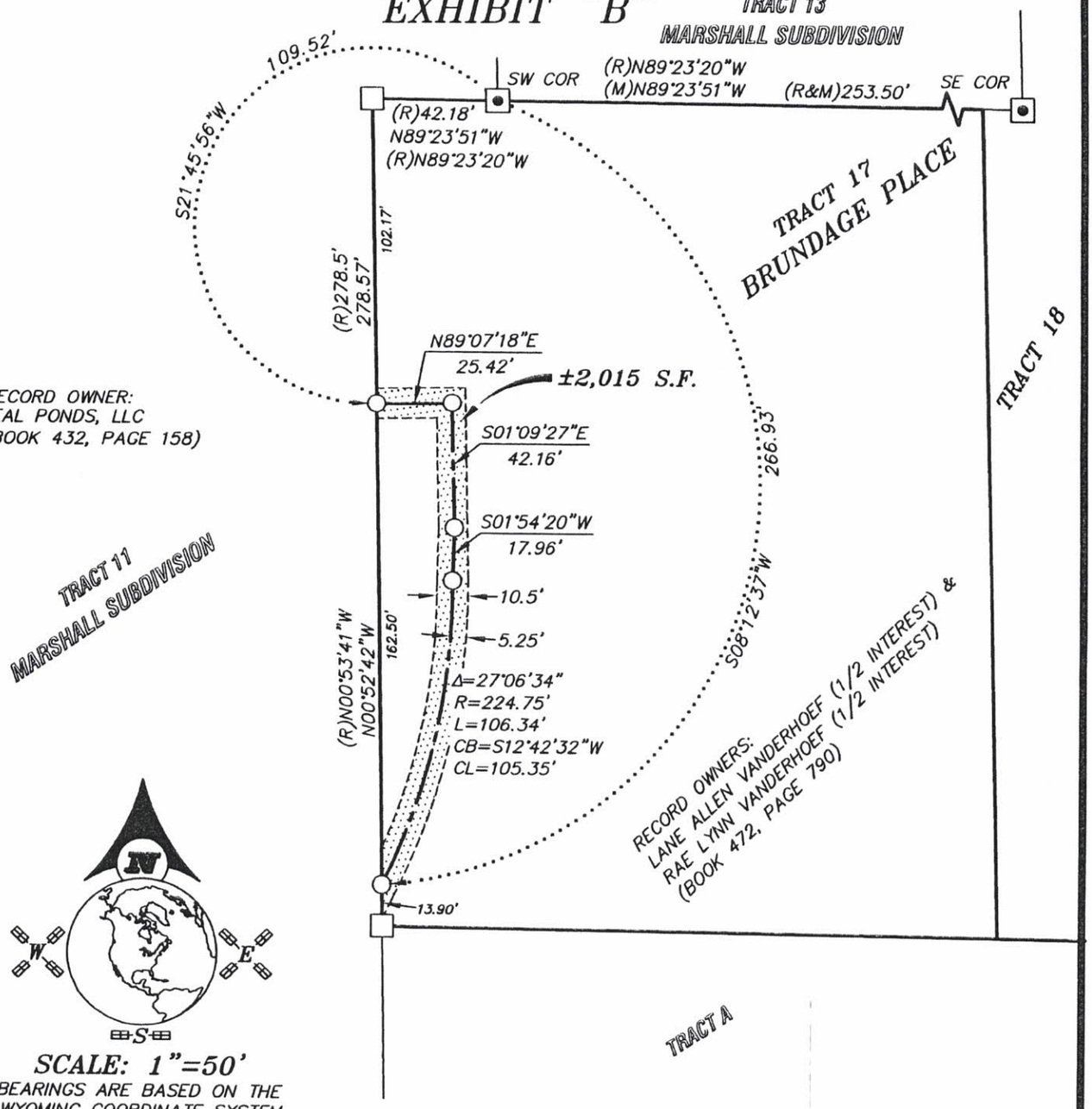
Re: 10.5' Pathway Easement to the City of Sheridan, and or any of their respective successors and assigns.

A pathway easement ten and one half (10.5) feet wide, being five and one quarter (5.25) feet each side of the following described centerline situated in Tract 17, Brundage Place, to the City of Sheridan, Sheridan County, Wyoming, as shown on **EXHIBIT "B"** attached hereto and by this reference made a part hereof; said centerline being more particularly described as follows:

Commencing at the southwest corner of Tract 13, Marshall Subdivision (Monumented with a 1½" Aluminum Cap per PLS 2615); thence S21°45'56"W, 109.52 feet to the **POINT OF BEGINNING** of said easement, said point lying on the west line of said Tract 17, Brundage Place; thence N89°07'18"E, 25.42 feet along said centerline to a point; thence S01°09'27"E, 42.16 feet along said centerline to a point; thence S01°54'20"W, 17.96 feet along said centerline to a point; thence, along said centerline through a non-tangent curve to the right, having a central angle of 27°06'34", a radius of 224.75 feet, an arc length of 106.34 feet, a chord bearing of S12°42'32"W, and a chord length of 105.35 feet to the **POINT OF TERMINUS** of said easement, said point lying on said west line of Tract 17, Brundage Place, and being S08°12'37"W, 266.93 feet from said southwest corner of Tract 13, Marshall Subdivision. Lengthening or shortening the side lines of said easement to intersect said boundary lines.

Said pathway easement contains 2,015 square feet of land, more or less.
Bearings are Based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

EXHIBIT "B"



SCALE: 1"=50'

BEARINGS ARE BASED ON THE
WYOMING COORDINATE SYSTEM
NAD 1983, EAST CENTRAL ZONE
DATUM: NAD 83(1993), NAVD 88 (U.S. SURVEY FEET)
DAF: 1.000235
DISTANCES ARE SURFACE

LEGEND:

⊙	FOUND 1-1/2" ALUMINUM CAP PER PLS 2615
□○	CALCULATED: NOTHING FOUND/NOTHING SET
(R)	RECORD
(M)	MEASURED
———	PROPERTY/DEED LINE
— - —	CENTERLINE OF EASEMENT
- - - - -	EASEMENT LINE

SURVEYOR'S CERTIFICATE

STATE OF WYOMING
COUNTY OF SHERIDAN : ss

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

Professional Land Surveyor
THOMAS D. TUCKER
6812
Date: 4-30-2013
WYOMING

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

EXHIBIT "B"
PATHWAY EASEMENT

CLIENT: MC2 ENGINEERING & THE CITY OF SHERIDAN

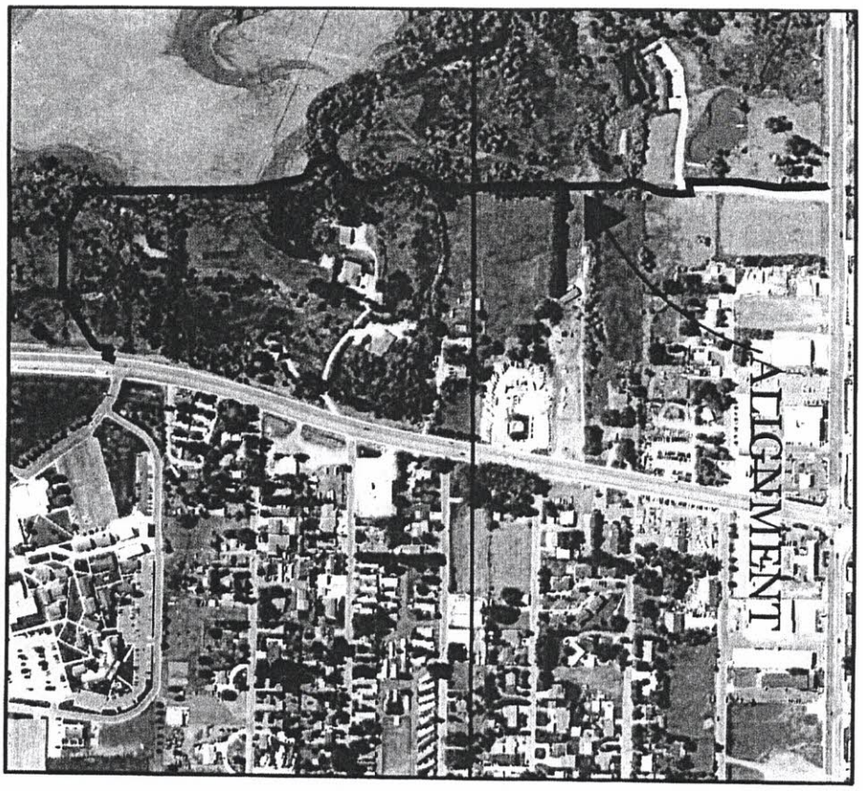
LOCATION: TRACT 17, BRUNDAGE PLACE, CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING

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

JN: 2012-067
DN: 2012-067_E3
PF: T2012-067
APRIL 25, 2013

EXHIBIT "C"

CITY OF SHERIDAN
2013 PATHWAYS PROJECT
COLLEGE TO BRUNDAGE PATHWAY



COVER

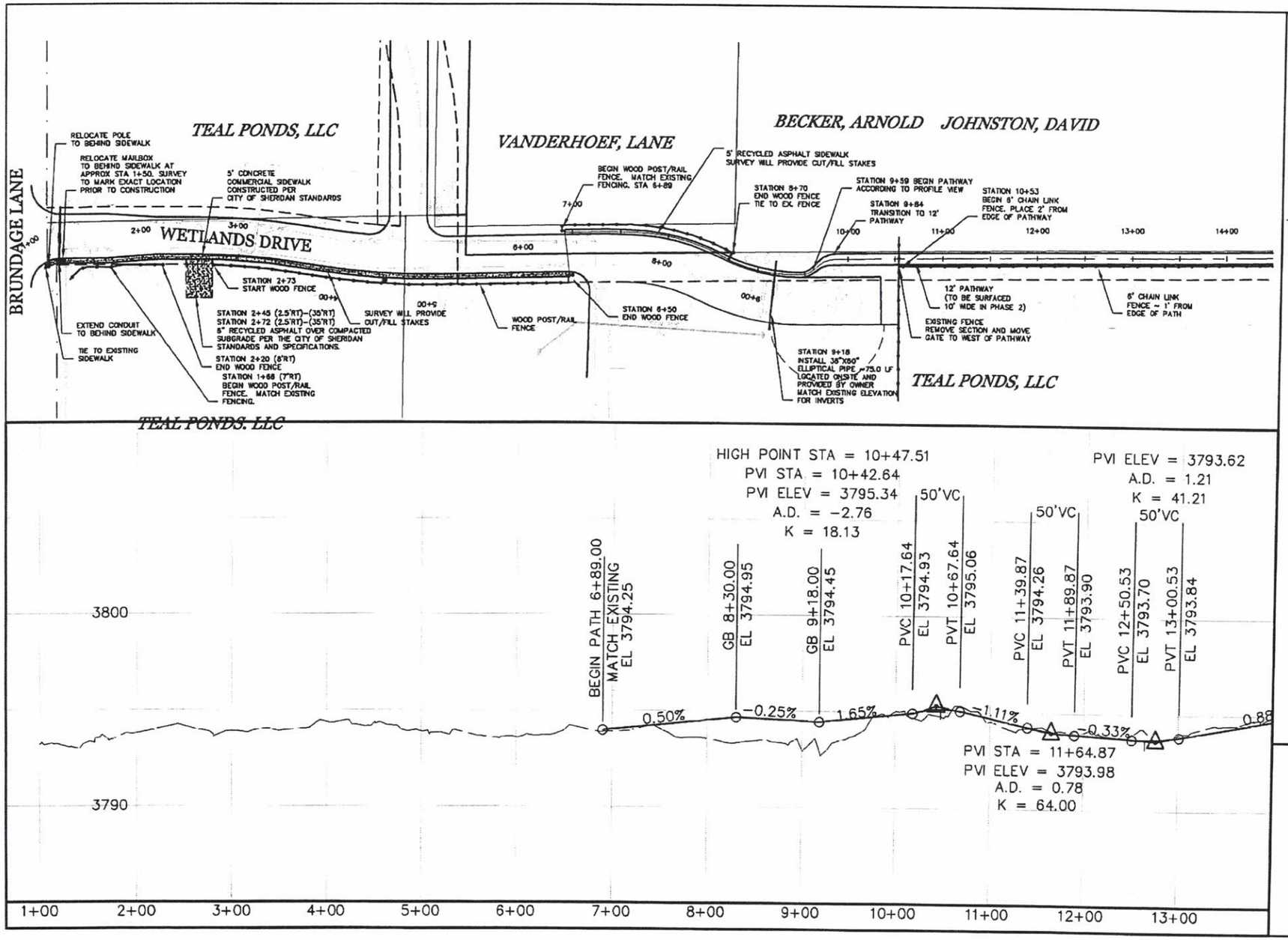
MC² ENGINEERING, P.C.
1101 Sugarview Drive
Suite 201
Sheridan, Wyoming 82801
Office: 307.673.7350 Fax: 307.673.5156
mc2eng@msn.com

CITY OF SHERIDAN
2013 PATHWAYS PROJECT

COLLEGE TO
BRUNDAGE PATHWAY

DESIGN: MLC
CHECK: MLC
DATE: 4/3/2012

NO.	AMENDMENT	DATE	INT.



NOTES:

1. CITY OF SHERIDAN STANDARD SPECIFICATIONS SHALL BE USED FOR THE CONSTRUCTION OF THE PATHWAY. CONTRACTOR SHALL PROVIDE QUALITY CONTROL TESTING AND OWNER/ENGINEER SHALL PROVIDE QUALITY ASSURANCE.

2. THREE GATES IN THE CHAIN LINK FENCE ARE TO BE INSTALLED WITH THIS PROJECT. SURVEY WILL MARK LOCATIONS PRIOR TO FENCE CONSTRUCTION.

PLAN SCALE:
1=100' HORIZ

PROFILE
SCALE: 1=100' HORIZ
SCALE: 1=5' VERT

NO.	AMENDMENT	DATE	INT.

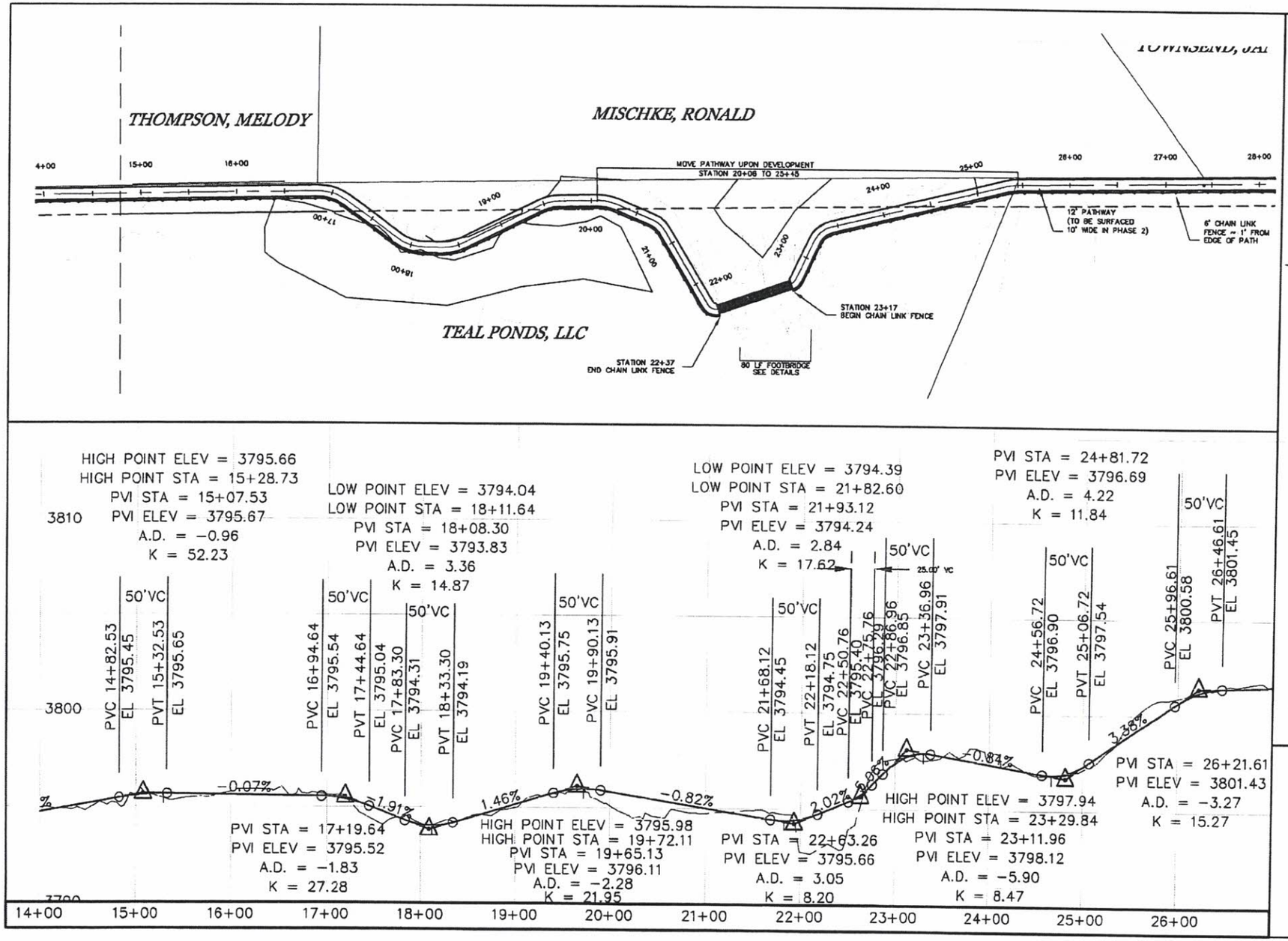
DESIGN: MLC
CHECK: MLC
DATE: 4/3/2013

CITY OF SHERIDAN
2013 PATHWAYS PROJECT

COLLEGE TO BRUNDAGE PATHWAY

MC2 ENGINEERING, P.C.
1101 Sugarview Drive
Suite 201
Sheridan, Wyoming 82801
Office: 307.673.7350 Fax: 307.673.5156
mczeng@msn.com

SHEET 1
P & P



NOTES:

1. CITY OF SHERIDAN STANDARD SPECIFICATIONS SHALL BE USED FOR THE CONSTRUCTION OF THE PATHWAY. CONTRACTOR SHALL PROVIDE QUALITY CONTROL TESTING AND OWNER/ENGINEER SHALL PROVIDE QUALITY ASSURANCE.

2. THREE GATES IN THE CHAIN LINK FENCE ARE TO BE INSTALLED WITH THIS PROJECT. SURVEY WILL MARK LOCATIONS PRIOR TO FENCE CONSTRUCTION.

PLAN SCALE:
1=100' HORIZ

PROFILE
SCALE: 1=100' HORIZ
SCALE: 1=5' VERT

NO.	AMENDMENT	DATE	INT.

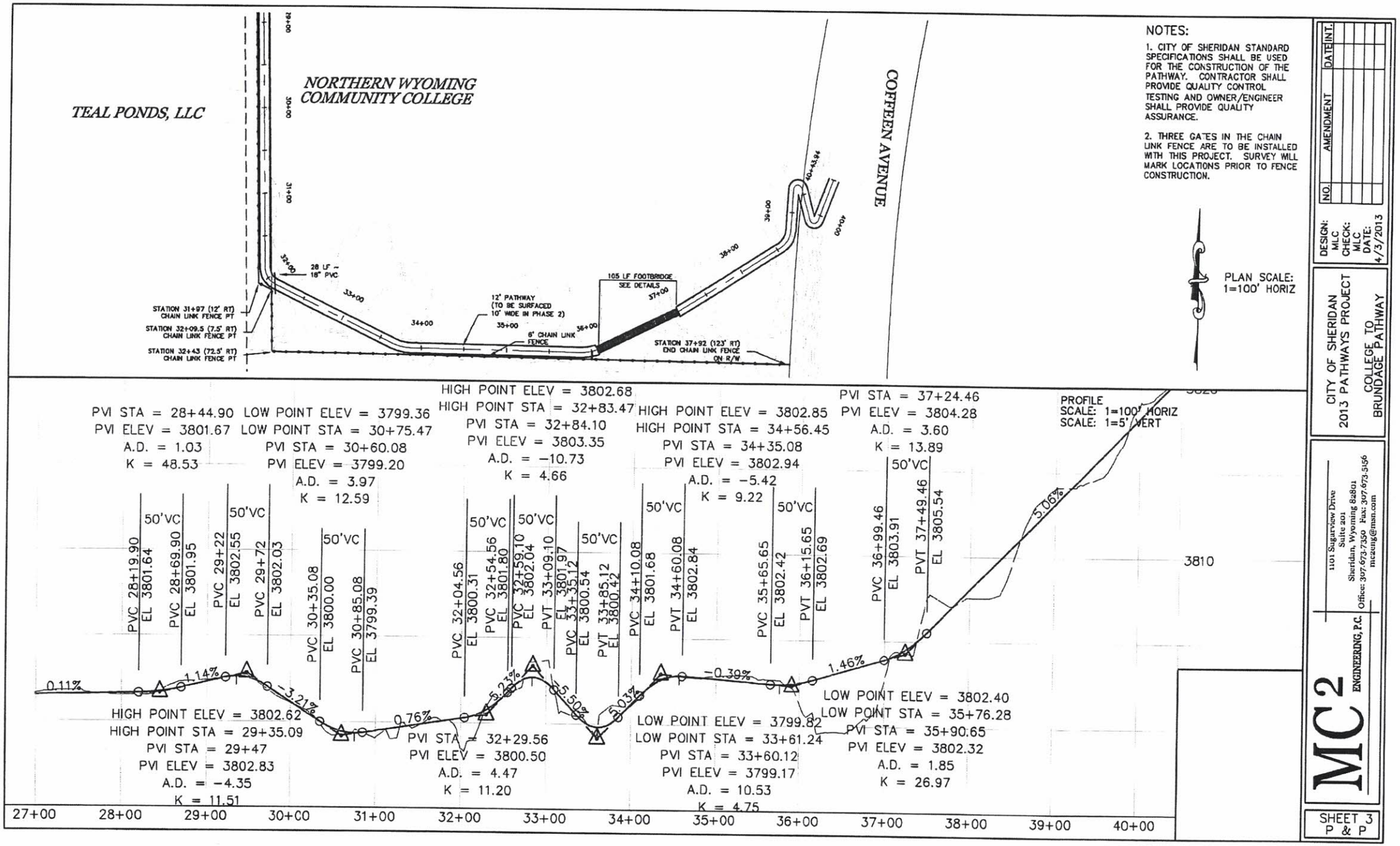
DESIGN: MLC
CHECK: MLC
DATE: 4/3/2013

CITY OF SHERIDAN
2013 PATHWAYS PROJECT

COLLEGE TO BRUNDAGE PATHWAY

MC2 ENGINEERING, P.C.
1101 Sugarview Drive
Suite 201
Sheridan, Wyoming 82801
Office: 307.673.7350 Fax: 307.673.3456
mczeng@msn.com

SHEET 2
P & P



NOTES:

1. CITY OF SHERIDAN STANDARD SPECIFICATIONS SHALL BE USED FOR THE CONSTRUCTION OF THE PATHWAY. CONTRACTOR SHALL PROVIDE QUALITY CONTROL TESTING AND OWNER/ENGINEER SHALL PROVIDE QUALITY ASSURANCE.

2. THREE GATES IN THE CHAIN LINK FENCE ARE TO BE INSTALLED WITH THIS PROJECT. SURVEY WILL MARK LOCATIONS PRIOR TO FENCE CONSTRUCTION.

PLAN SCALE: 1=100' HORIZ

NO.	AMENDMENT	DATE	INT.

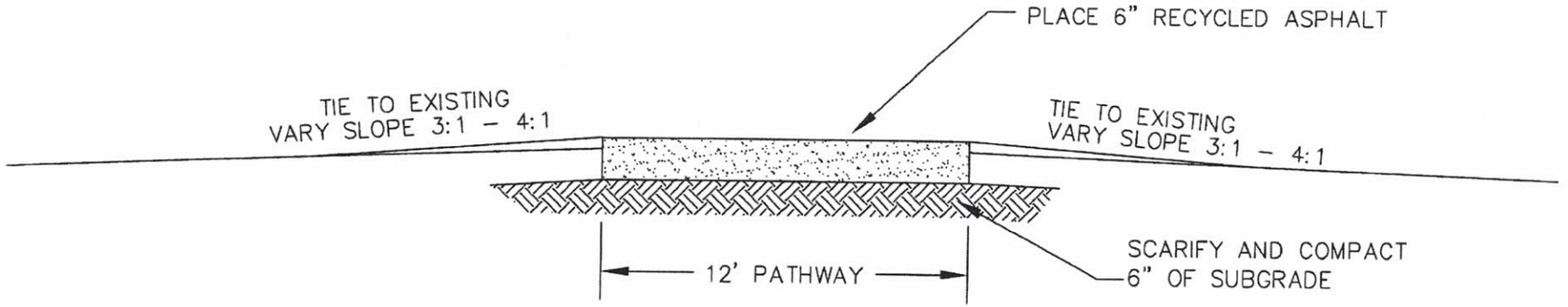
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DATE: 4/3/2013

CITY OF SHERIDAN
2013 PATHWAYS PROJECT

COLLEGE TO BRUNDAGE PATHWAY

MC2 ENGINEERING, P.C.
1101 Sugarview Drive
Suite 201
Sheridan, Wyoming 82801
Office: 307.673.7350 Fax: 307.673.5156
mceng@msn.com

SHEET 3
P & P



NOT TO SCALE

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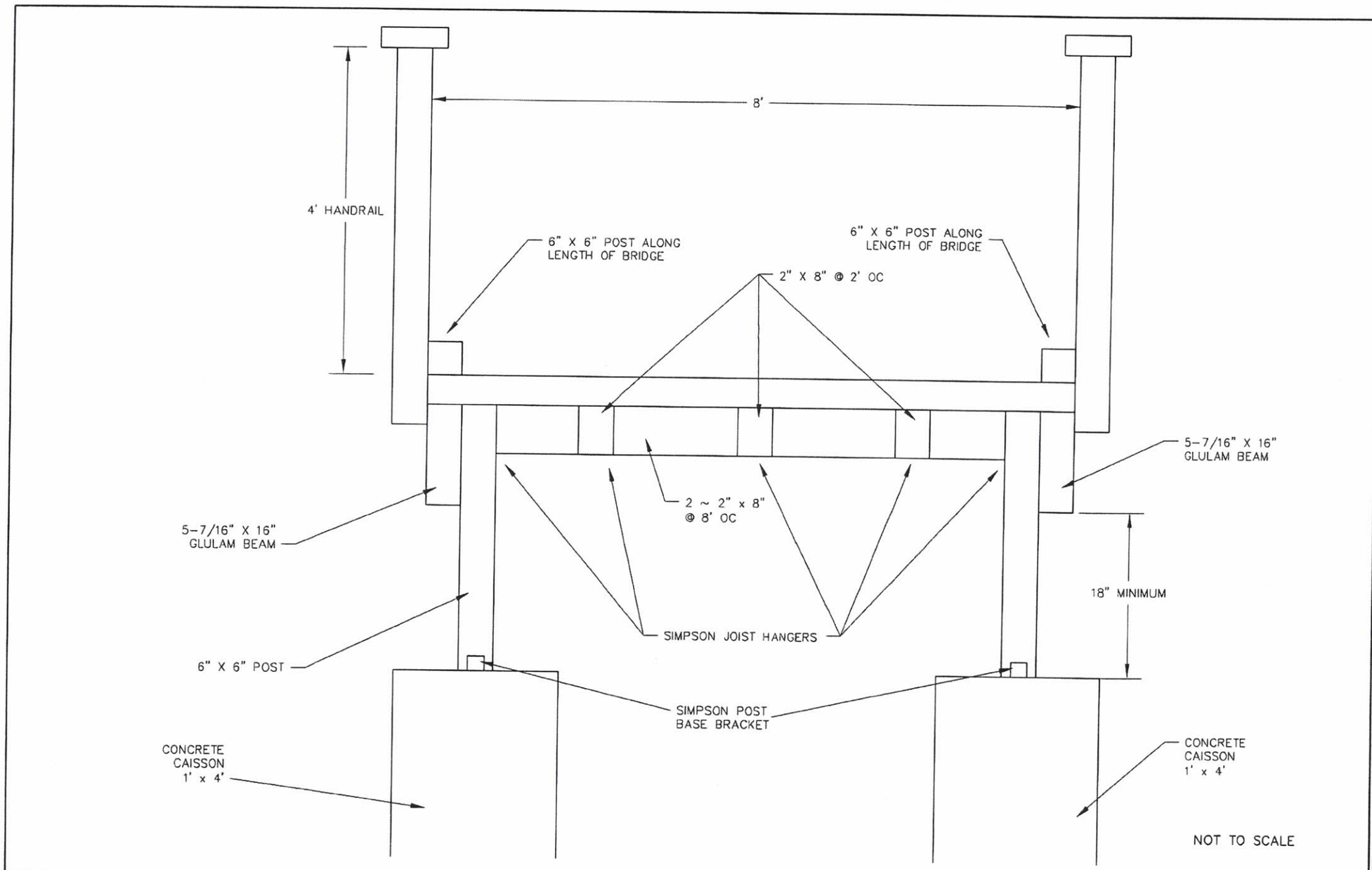
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DATE: 4/3/2013

CITY OF SHERIDAN
2013 PATHWAYS PROJECT

COLLEGE TO
BRUNDAGE PATHWAY

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Office: 307.673.7350 Fax: 307.673.5156
mc2eng@msn.com

SHEET 4
DETAILS



NO.	AMENDMENT	DATE	INT.

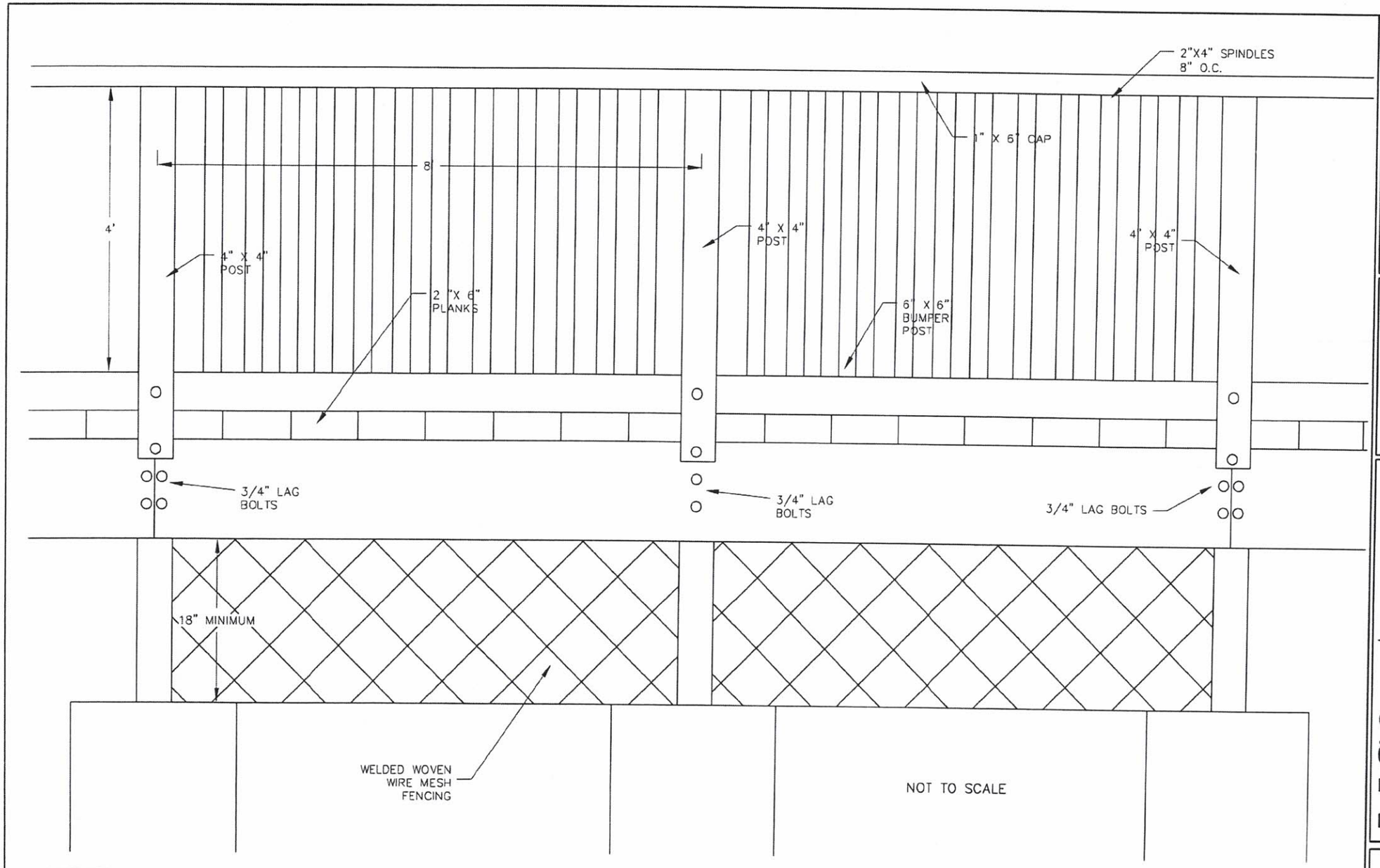
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DATE: 4/3/2013

CITY OF SHERIDAN
2013 PATHWAYS PROJECT

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Office: 307.673.7350 Fax: 307.673.5156
mc2eng@msn.com

SHEET 5
DETAILS



NO.	AMENDMENT	DATE	INT.

DESIGN: MLC
CHECK: MLC
DATE: 4/3/2013

CITY OF SHERIDAN
2013 PATHWAYS PROJECT

COLLEGE TO
BRUNDAGE PATHWAY

MC2 ENGINEERING, P.C.
1101 Sugarview Drive
Suite 201
Sheridan, Wyoming 82801
Office: 307.673.7350 Fax: 307.673.5456
mcaeng@msn.com

SHEET 6
DETAILS

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

RE: Discussion of Resolution 19-24, Joint Resolution Approving Proposition for Continuation of a 1% Capital Facilities Tax - City Engineer Thomas Morneau

From: Hanns Mercer, Public Works Director

To: City Council

CC:

Date: 05/14/2024

Recommendation:

Staff recommends that the Mayor and Council approve Resolution 19-24, a Joint Resolution approving proposition for continuation of a 1% Capital Facilities Tax.

Background:

The Sheridan County One Percent Specific Purpose Capital Facilities Tax (CAP Tax) was first approved in 1989 and has been continuously approved by the voters of Sheridan County. This is a specific purpose tax, meaning that the funds can only be spent on Capital Improvement Projects. The CAP Tax is also a specific amount tax, which means the CAP Tax expires when the amount of funds in the resolution are collected.

Discussion:

The governing bodies of Sheridan County, Town of Clearmont, Town of Dayton, Town of Ranchester, and City of Sheridan hereby determine that renewal of the 1% capital facilities tax in the specified principal amounts and for the specified purposes listed below should be placed on the ballot per Wyo. Stat. § 39-15-203(a)(iii)(A)..

a. $800,000.00 Town of Clearmont
for infrastructure improvements to water, sewer, and street projects
b. $2,000,000.00 Town of Dayton
for infrastructure improvements to water, sewer, and street projects, improvements to public facilities, and capital equipment
c. $2,000,000.00 Town of Ranchester
for infrastructure improvements to water, sewer, and street projects
d. $22,720,000.00 City of Sheridan
for infrastructure improvements to streets, storm sewer, sanitary sewer, and water lines or other public facilities
e. $12,480,000.00 Sheridan County
for infrastructure improvements to county roads, bridges, and public facilities

Upon completion of the projects identified, any excess funds collected shall be expended for capital construction purposes only. The excess funds shall be distributed in the following percentages:
a. Town of Clearmont - 2.0%
b. Town of Dayton - 5.0%
c. Town of Ranchester - 5.0%
d. City of Sheridan - 56.8%

e. County of Sheridan - 31.2%

Attachments

Resolution 19-24

CITY OF SHERIDAN
RESOLUTION 19-24

A JOINT RESOLUTION APPROVING PROPOSITION FOR CONTINUATION OF A 1% SPECIFIC PURPOSE EXCISE TAX IN SHERIDAN COUNTY, WYOMING, SAID PROPOSITION TO BE PLACED ON THE BALLOT FOR THE NOVEMBER 5, 2024 GENERAL ELECTION.

WITNESSTH

WHEREAS, Wyo. Stat. § 39-15-204(a)(iii) authorizes a county to collect an excise tax not to exceed one percent upon retail sales of tangible personal property, admissions and services made within the county; the revenue from the tax shall be used in a specified amount for specific purposes authorized by the qualified electors (commonly known as the capital facilities tax); and

WHEREAS, Sheridan County is presently collecting the 1% capital facilities tax authorized by Wyo. Stat. § 39-15-204(a)(iii), which is estimated to expire in 2025, and any continuation of the capital facilities tax would take effect after that expiration; and

WHEREAS, before any proposition to continue a capital facilities tax shall be placed before the electors, the governing body of the County, and the governing bodies of at least two-thirds of the incorporated municipalities within the County shall adopt a resolution approving the proposition, setting forth a procedure for qualification of a ballot question for placement on the ballot and specifying how excess funds shall be expended; and

WHEREAS, the Board of County Commissioners of Sheridan County, and the governing bodies of the Towns of Clearmont, Dayton, and Ranchester, and the City of Sheridan will each consider this Joint Resolution; and

WHEREAS, the respective governing bodies have identified specific purposes totaling $40,000,000.00 that would be appropriately funded by the capital facilities tax and in the best interest of the community.

THEREFORE, IT IS JOINTLY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHERIDAN COUNTY, WYOMING, AND THE GOVERNING BODIES OF THE TOWN OF CLEARMONT, WYOMING, THE TOWN OF DAYTON, WYOMING, THE TOWN OF RANCHESTER, WYOMING, AND THE CITY OF SHERIDAN, WYOMING, THAT:

1. The governing bodies of Sheridan County, Town of Clearmont, Town of Dayton, Town of Ranchester, and City of Sheridan hereby determine that renewal of the 1% capital facilities tax in the specified principal amounts and for the specified purposes listed below should be placed on the ballot per Wyo. Stat. § 39-15-203(a)(iii)(A).
    a. **$800,000.00 Town of Clearmont**
    for infrastructure improvements to water, sewer, and street projects

    b. **$2,000,000.00 Town of Dayton**
    for infrastructure improvements to water lines, sewer and street projects, improvements to public facilities, and capital equipment.

    c. **$2,000,000.00 Town of Ranchester**
    for infrastructure improvements to water, sewer, and street projects.

    d. **$22,720,000.00 City of Sheridan**
    for infrastructure improvements to streets, storm sewer, sanitary sewer and water lines or other public facilities.

    e. **$12,480,000.00 Sheridan County**
    for infrastructure improvements to County roads, bridges, and public facilities.

2. The proposition of continuing a 1% capital facilities tax in Sheridan County, State of Wyoming, for the specific purposes identified above shall be combined and contained within one ballot question and submitted to qualified electors at the general election to be held on **November 5, 2024**. The election shall be held in accordance with the current Wyoming Election Code.

3. The ballot shall set forth substantially the following proposition:

*Shall Sheridan County, State of Wyoming, be authorized to continue a specific purpose capital facilities tax to collect funds not to exceed **$40,000,000.00**, to be used as follows:*

$800,000.00 *for infrastructure improvements to water, sewer, and street projects for the Town of Clearmont; and*

$2,000,000.00 *for infrastructure improvements to water lines, sewer and street projects, improvements to public facilities, and capital equipment for the Town of Dayton; and*

$2,000,000.00 *for infrastructure improvements to water, sewer, and street projects for the Town of Ranchester; and*

$22,720,000.00 *for infrastructure improvements to streets, storm sewer, sanitary sewer and water lines or other public facilities for the City of Sheridan; and*

$12,480,000.00 *for infrastructure improvements to County roads, bridges, and public facilities for Sheridan County.*

FOR the County 1% capital facilities tax _____

AGAINST the County 1% capital facilities tax _____

4.Upon completion of the projects identified, any excess funds collected shall be expended for capital construction purposes only. The excess funds shall be distributed in the following percentages:

a. Town of Clearmont – 2.0%
b. Town of Dayton – 5.0%
c. Town of Ranchester – 5.0%
d. City of Sheridan – 56.8%
e. County of Sheridan – 31.2%

5. Approval of this Joint Resolution by Sheridan County and at least 2/3 of the municipalities within Sheridan County constitutes approval of the proposition to continue a 1% capital facilities tax for the above-specified purposes and amounts for a total of $40,000,000.00.

6. Approval of this Joint Resolution shall constitute written notification to the County Clerk, specifying the date of the election and the proposition.

7. Each provision of this Joint Resolution is severable and should any provision of this Joint Resolution be judicially determined to be invalid or unenforceable, such determination shall not affect the remaining provisions hereof.

PASSED, APPROVED AND ADOPTED this 6th day of June, 2024.

City of Sheridan

_____
Richard Bridger, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

RE: Discussion of Professional Services Contract with American Maid for Custodial Services in the Amount of $110,175 - Public Works Director Hanns Mercer

From: Hanns Mercer, Public Works Director

To: City Council

CC:

Date: 05/13/2024

Recommendation:

Staff recommends that the Mayor and City Council award a Professional Services Contract with American Maid for custodial services in the amount of $110,175.

Staff requests that for the Professional Services Contract, the 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 contract.

Background:

The Professional Services Contract includes custodial services for the following buildings:

- Sheridan Landfill & Landfill Scale House - 1x weekly, Annual Cost $6,825.00
- Recycle Center - 1x weekly, Annual Cost $6,825.00
- Wastewater Treatment Plant - 1x weekly, Annual Cost $9,750.00
- Utility Maintenance Building - 2x weekly, Annual Cost $11,700.00
- City Hall - 3x weekly, Annual Cost $40,950.00
- Parks Building - 820 Kroe Lane - 1x weekly, Annual Cost $3,900.00
- Parks Building - 2002 Frackleton St - 1x weekly, Annual Cost $1,950.00
- Parks Building - 1000 Ash St - 1x weekly, Annual Cost $3,900.00
- Parks Building - 830 Beaver St - 1x weekly, Annual Cost $3,900.00
- Sheridan Water Treatment Plant - 1x weekly, Annual Cost $7,800.00
- Big Goose Water Treatment Plant - 1x weekly, Annual Cost $9,750.00

The Request for Proposals was advertised in the Sheridan Press on January 19 and 29, 2024. The proposals were due on February 6, 2024.

Proposals Received

- American Maid
- Greensky Commercial Cleaning
- Redinger Cleaning Company

Funding:

The contract is funded out of Contractual-Other (6602) funds within the following budgets: General Government Building Maintenance, Solid Waste, Wastewater, Water Treatment, Parks, and Utility Maintenance Distribution and Collection.

Attachments

Contract

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Deep Cleanings & Schedule

CONTRACT FOR PROFESSIONAL SERVICES

FOR

Custodial Services for City of Sheridan

THIS CONTRACT, made and entered into this _____ day of _____, 2024, by and between the following:

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

and

American Maid, 104 S Main Street, Sheridan, Wyoming, a professional corporation, hereinafter designated the "Contractor".

WITNESSETH:

WHEREAS, the Owner has need for professional custodial services and;

WHEREAS, the Owner has authority to contract for professional custodial services, and;

WHEREAS, the Contractor represents that it is qualified to perform such services and is willing to provide such services to the Owner.

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

1. **CONTRACTOR RIGHTS AND DUTIES**: the Contractor's duties and responsibilities include the following:

    a. To furnish labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Contractor's portion of the project as defined in Section 3 - Scope of Work

    b. Contacts who shall be the liaisons between the Owner and the Contractor are as follows: For City Hall Ashley Garcia (307) 675-4204, for the Utility Maintenance Facility Jason Neavill (307) 675-4269, for the Recycling/Sanitation Facility Paul Larson (307) 675-4268, for the Parks Department Facilities Steve Gage (307) 675-4265, for the Landfill Facility and Scale House Seliena Parker (307) 674-8461, for the Wastewater Treatment Plant Brian Edwards (307) 675-4350, and for both the Water Treatment Plants Becky Lundblade (307) 674-9833.

2. **SCOPE OF WORK**: The professional services to be provided by the Contractor under this Agreement shall be as necessary for custodial services. The Contractor will clean and provide janitorial services for the City of Sheridan per the stated cleaning specifications and frequency shown in **Exhibit A**.

3. **CONTRACT LENGTH**: This contract shall be valid for a time of three years with the option to renew it for two additional years two times.

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

a. Time and Materials not to Exceed:

i. The Owner shall pay the Contractor for basic services, as defined in the bid proposals, for the work performed under Section 3 of this Agreement, Time and Materials shall not to exceed One Hundred Ten Thousand, One Hundred and Seventy-Five and xx/100 Dollars (110,175.00) as shown in **Exhibit B, Exhibit C, and Exhibit D.**

b. **INSPECTION AND AUDIT**: Contractor shall inspect all work performed and make all necessary corrections in a timely manner.

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

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

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

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

6. **DECLARATION OF NO FINANCIAL INTEREST**: The Contractor hereby declares that the Contractor's partners, principal shareholders, officers and professional engineers assigned to or otherwise working on the projects or in any way associated with Contractor does not own any equitable or legal rights to property within the project, whether public or private, or have any interest either directly or indirectly in the project except for the remuneration provided herein: N/A.

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

8. **CHANGES IN WORK**: Any change in the scope of work as stated in this Contract for whatever reason, will be negotiated between the Owner and the Contractor and an amendment to the Contract will be issued with the appropriate change of work and Contract fee noted.

9. **LEGAL RELATIONS**: The Contractor shall comply with all Federal, State and local laws and ordinances applicable to the work to be done.

10. **INSURANCE**: The Contractor shall secure and furnish to the Owner Certificate of Liability Insurance, therein, naming the Owner as an additional named insured, to include thirty (30) days notice of

cancellation or non-renewal. In the case of joint ventures, all entities must be named. The limit of liability for Bodily Injury and Property Damage to be One Million Dollars ($1,000,000) single limits, with any insurance company authorized to do business in the State of Wyoming

11. **TERMINATION OF AGREEMENT**: The right is reserved by the Owner to terminate this Contract at any time upon not less than thirty (30) days written notice to the Contractor.

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

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

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

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

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

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

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

18. **HOLD HARMLESS PROVISION**: The Contractor shall only be liable for professional services stated specifically under the scope of this Agreement.

    a. Owner shall indemnify, defend, and hold harmless Consultant from all claims, demands, suits, losses, costs, and damages that are directly caused by the negligent acts of the Owner or its employees up to the maximum liability of the Owner provided under the Wyoming Governmental Claims Act

    b. Contractor shall indemnify, defend, and hold harmless Owner from all claims, demands, suits, losses, costs, and damages, arising out of, or in any way connected with the work provided by Contractor and/or that are directly caused by the errors, omissions, or negligent acts of Contractor or its officers, directors employees, or agents.

    c. Nothing herein is intended to waive the Owner's Governmental Immunity granted by Wyoming Statute 1-39-101 et. al.

CONTRACTOR:

NAME: _____

BY: _____

TITLE: _____

DATE: _____

CITY OF SHERIDAN, WYOMING

BY: _____

NAME:_____

DATE: _____

Exhibit A

Written Specification Sheet For City Hall Located at 55 Grinnell Plaza

Area/Item	Description	Frequency
Common Areas/Hallways	Vacuum, clean & sanitize all surfaces, railings, side tables & empty trash.	Twice a week
Restrooms	Clean and sanitize all fixtures, mirrors, counter tops, sinks and toilets. Refill soap & air freshener dispensers & paper goods. Empty trash, sweep & mop floors.	Thrice a week
Entryways	Vacuum, empty trash, dust & clean windows.	Twice a week
Conference Rooms/Kitchen	Clean & sanitize all accessible surfaces, including tables & windowsills. Vacuum/sweep & mop floors. Empty trash.	Twice a week
Offices	Dust, clean & sanitize areas or surfaces/desks that are clear & windowsills. Empty trash. Vacuum floors. Mop chair mats (monthly).	Weekly
Elevator	Vacuum & wipe down/sanitize controls.	Weekly
Council Chambers (3rd Floor)	Dust, clean & sanitize all surfaces, including windowsills, table, podium & dais. Empty trash. Vacuum (preferably Friday-Sunday) before Court & Council on Mondays.	Weekly
Entire City Hall	Deep clean. Oil all decorative wood paneling. Dust & clean light fixtures.	Twice a year

Written Specification Sheet for Utility Maintenance Building Located at 932 Kroe Lane

Area/Item	Description	Frequency
Lunchroom	Clean & sanitize all accessible surfaces, empty trashes, sweep, mop & vacuum rugs.	Twice a week
Lobby/Entryways	Sweep, mop & vacuum rugs.	Twice a week
Offices	Empty trash, vacuum rugs & carpet.	Twice a week
Restrooms/Locker Rooms	Clean & sanitize all fixtures, toilets, showers and empty trash.	Twice a week
Windows	Clean inside & outside.	Yearly
Blinds	Dust.	Yearly
Baseboards	Clean them in the entryway, hallway & lunchroom	Yearly

Written Specification Sheet for Sheridan Landfill Located at 82 E. Ridge Rd.

Area/Item	Description	Frequency
Supervisor Office	Dust desks, computer monitors, shelving/bookcases and wipe down window sills. Empty trash, vacuum & mop floors.	Weekly (preferably on Sunday)
Entryway/Common Area	Dust desks, computer monitors, shelving/bookcases, vending machine & wipe down window sills & countertops. Empty trash, vacuum & mop floors.	Weekly (preferably on Sunday)
Restroom	Clean & sanitize all fixtures, mirrors, countertops, sink, toilet & shelving. Empty trash cans. Refill dispensers, paper goods, vacuum & mop floors.	Weekly (preferably on Sunday)
Locker Rooms	Clean & sanitize all fixtures, clean showers & wipe down lockers. Vacuum & mop floors.	Weekly (preferably on Sunday)
Kitchen/Breakroom	Clean & sanitize all surfaces, wipe down microwave (inside & outside), fridge (outside) & windowsills. Clean sink, empty trash, vacuum & mop floors.	Weekly (preferably on Sunday)
Hallway	Vacuum & mop floors.	Weekly (preferably on Sunday)

Written Specification Sheet for Sheridan Landfill Scale House Located at 82 E. Ridge Rd.

Area/Item	Description	Frequency
Scale house	Clean & sanitize all surfaces. Dust desks, computer monitors & shelving/bookcases. Wipe down window sills & blinds. Empty trash, vacuum & mop floors.	Weekly (preferably on Sunday)

Written Specification Sheet for Sheridan Recycling Center Located at 1148 Kroe Lane

Area/Item	Description	Frequency
Supervisor Office	Empty trash, vacuum & mop floors. Dust desks, computer monitors, shelving/bookcases & wipe down window sills.	Weekly (preferably on Sunday)
Kitchen/Breakroom	Clean & sanitize all surfaces, wipe down microwave (inside & outside), fridge (outside) & windowsills. Clean sink, empty trash, vacuum & mop floors.	Weekly (preferably on Sunday)
Restrooms/Locker Rooms	Clean & sanitize all fixtures, mirrors, countertops, sinks, toilets & shelving. Clean showers & wipe down lockers. Empty trash cans. Refill dispensers, paper goods, vacuum & mop floors.	Weekly (preferably on Sunday)

Written Specification Sheet for Wastewater Treatment Plant Located at 393 Fort Rd.

Area/Item	Description	Frequency
Offices/Common areas, Hallways & Breakrooms	Empty trash, vacuum throw mats, sweep & mop floors, clean stairways. Clean & sanitize all surface areas.	Weekly
Restrooms/Locker Rooms	Clean and sanitize all fixtures, mirrors, counter tops, sinks and showers. Refill dispensers, paper goods, empty trash and sweep & mop floors.	Weekly

Written Specification Sheet for Parks Building Located at 820 Krow Lane

Area/Item	Description	Frequency
Offices/Common areas	Empty trash, sweep, mop, dust, clean & sanitize all surfaces.	Weekly
Restrooms	Clean & sanitize all fixtures, mirrors, counter tops, sinks, walls, toilets, and showers. Refill dispensers, paper goods, empty trash and sweep & mop floors.	Weekly

Written Specification Sheet for Parks Building Located at 2002 Frackleton St.

Area/Item	Description	Frequency
Offices/Common areas	Empty trash & sweep.	Weekly
Restrooms	Clean and sanitize all fixtures, surfaces, sinks and toilets. Refill dispensers, paper goods, empty trash and sweep & mop floors.	Weekly

Written Specification Sheet for Parks Building Located at 1000 Ash St.

Area/Item	Description	Frequency
Offices/Common areas	Empty trash, sweep & mop.	Weekly
Restrooms	Clean and sanitize all fixtures, surfaces, sinks and toilets. Refill dispensers, paper goods, empty trash and sweep & mop floors.	Weekly

Written Specification Sheet for Parks Building Located at 830 Beaver St.

Area/Item	Description	Frequency
Offices/Common areas	Empty trash, sweep & mop.	Weekly
Restrooms/locker rooms	Clean and sanitize all fixtures, surfaces, sinks and toilets. Refill dispensers, paper goods, empty trash and sweep & mop floors.	Weekly

Written Specification Sheet for Sheridan Water Treatment Plant Located at 6 Soldier Creek Rd.

Area/Item	Description	Frequency
Restrooms	Clean and sanitize all fixtures, surfaces, sinks and toilets. Refill dispensers, paper goods, empty trash and sweep & mop floors.	Weekly
Laboratory	Empty trash, sweep & mop floors, clean dishes.	Weekly
Offices	Empty trash & recycling, sweep & mop floors.	Weekly.
Control Room	Empty trash & recycling, sweep & mop floors, clean & sanitize all surfaces including table, chairs, fridge, coffee area, top of filing cabinets & top of workstations.	Weekly
Upper Chemical Room	Empty trash, sweep & mop floors.	Weekly
Closet	Inventory supplies.	Weekly
Filter Room	Sweep & mop floors	Weekly

Written Specification Sheet for Big Goose Water Treatment Plant Located at 1350 Big Goose Rd.

Area/Item	Description	Frequency
Restrooms	Clean and sanitize all fixtures, surfaces, sinks and toilets. Refill dispensers, paper goods, empty trash and sweep & mop floors..	Weekly (preferably on Sunday)
Laboratory	Empty trash, sweep & mop floors, clean dishes.	Weekly
Control Room	Empty trash & recycling, sweep & mop floors, clean & sanitize all surfaces including table, chairs, fridge, coffee area, top of filing cabinets & top of workstations.	Weekly
Upper Chemical Room	Empty trash, sweep & mop floors.	Weekly
Filter Room	Sweep & mop floors	Weekly

Exhibit B

American Maid

Serving the Finest People Since 1987

(307) 672-9851
821 Illinois
Sheridan, WY 82801

"HAVE MOP – WILL TRAVEL"

Sharon Kraft
Owner/Manager

Sharon Kraft
Owner
American Maid
104 S Main Street
(307) 672-9851

Heather Czaplinski
Customer Service - Custodial Services
City of Sheridan
55 Grinnell Plaza
Sheridan, WY, 82801

Dear Heather,

This letter of transmittal comes from American Maid, 104 S Main Street, Sheridan, WY, (307) 672-9851. Any correspondence should be directed to Sharon Kraft, Owner, ammaid1@gmail.com or (307) 672-9851.

American Maid's intention is to provide a proposal for the following locations:

City Hall, 55 Grinnell Plaza
Utility Maintenance Facility, 932 Kroe Lane
Recycle/Sanitation Facility, 1148 Kroe Lane
Landfill Facility & Scale House, 82 E Ridge Road
Wastewater Treatment Facility, 393 Fort Road
Parks Department Facility, 820 Kroe Lane
Parks Department Facility, 2002 Frackleton Street
Parks Department Facility, 1000 Ash Street
Parks Department Facility, 830 Beaver Street

Within the proposal you will find details on our company's ability to meet and exceed your requirements, as well as client references and proposed costs for our services.

Thank you for considering American Maid for your custodial service needs. We appreciate your business and look forward to working with you.

If you have any additional questions, feel free to contact me at ammaid1@gmail.com or (307) 672-9851.

Sincerely,

Sharon Kraft

American Maid

(307) 672-9851
821 Illinois
Sheridan, WY 82801

Sharon Kraft
Owner/Manager

Serving the Finest People Since 1987

"HAVE MOP – WILL TRAVEL"

BID PROPOSAL

CITY OF SHERIDAN

CUSTODIAL SERVICES

American Maid
104 S Main Street
(307) 672-9851

Sharon Kraft
Owner
ammaid1@gmail.com
(307) 672-9851

Dear City of Sheridan,

Within this submission you will find details on our company's ability to meet and exceed your requirements, as well as client references and proposed costs for our services.

American Maid has been serving Sheridan businesses and homes for the last 37 years.
Our staff consists of a 15 person crew, their individual cleaning experience ranging from 5 years to 38 years in the field. Examples include:
Sharon, Owner and Operator, with 38 years of experience.
Randy, Commercial Supervisor, with 15 years of experience.
Tia, Residential Supervisor, with 20 years of experience.
Cindy with 18 years of experience, Charlene with 20 years of experience. Raquel, Kate, and Stephanie with 10 years of experience. Cortney, Josee, Brittni, and Jacob with 7 years cleaning experience. Laura and Gabby with 5 years, and Harlie with 2 years of experience.

Our staff members are highly responsible, reliable, and work cohesively together. We pride ourselves on attention to detail and are always willing to adjust and accommodate as needed to meet our client's ever changing needs. We ensure that all assigned areas are cleaned to the highest standards as well as adhere to health and safety guidelines and company policies. We have knowledge of public safety and security and realize the importance of maintaining that safety and security in your buildings. We put priority in meeting any requests or expectations you may have.

We have provided our services to many businesses in the local and surrounding areas, i.e., Vacutech, MDU, and WYDOT, all of which we clean daily. References include:

VACUTECH:
Connie Tucker - Administrator - 1350 Hi Tech Dr., Sheridan, WY - (307) 675-1982
We have cleaned for Vacutech daily for 7 years.

WYOMING DEPARTMENT OF TRANSPORTATION - WYDOT:
Kirby Goodvin - Executive - 10 E Brundage Ln., Sheridan, WY - (307) 674-2300
We have cleaned WYDOT daily for 11 years.

MONTANA-DAKOTA UTILITIES - MDU:
Lynn Hartji -Executive- 2324 Dry Ranch Rd., Sheridan, WY - (307) 673-3122
We have cleaned MDU twice per week for 12 years.

Proposed costs cover wages and supplies. Below you will find an itemized breakdown of our professional services per location and schedule:

Sheridan Landfill - 82 East Ridge Road
1.75 hour cleaning service : once per week : two person crew:
$75.00 per hour : Weekly cost = $131.25 : Annual Cost = $6,825.00

Landfill Scale House
0.75 hours cleaning service : once per week : two person crew:
$75.00 per hour : Weekly Cost = $56.25 : Annual Cost = $2,925.00

Recycle Center - 1148 Kroe Lane
1.75 hour cleaning service : once per week : two person crew:
$75.00 per hour : Weekly Cost = $131.25 : Annual Cost = $6,825.00

Waste Water Treatment Plant - 393 Fort Road
2.5 hour cleaning service : once per week : two person crew:
$75.00 per hour : Weekly Cost : $187.50 : Annual Cost = $9,750.00

Utility Maintenance Building - 932 Kroe Lane
1.5 hour cleaning service : twice per week : two person crew:
$75.00 per hour : Weekly Cost : $225.00 : Annual Cost = $11,700.00

City Hall - 55 Grinnell Plaza **
3.5 hour cleaning service : three times per week : two person crew:
$75.00 per hour : Weekly Cost : $787.50 : Annual Cost : $40,950.00
** We have found, after cleaning City Hall for a number of years, that this building requires more time than we have been allotted.

Parks Building -820 Kroe Lane

1 hour cleaning service : once per week : two person crew:
$75.00 per hour : Weekly Cost : $75.00 : Annual Cost : $3,900.00

Parks Building - 2002 Frackleton Street

0.5 hours cleaning service : once per week : two person crew:
$75.00 per hour : Weekly Cost : $37.50 : Annual Cost : $1,950.00

Parks Building - 1000 Ash Street

1 hour cleaning service : once per week : two person crew:
$75.00 per hour : Weekly Cost : $75.00 : Annual Cost : $3,900.00

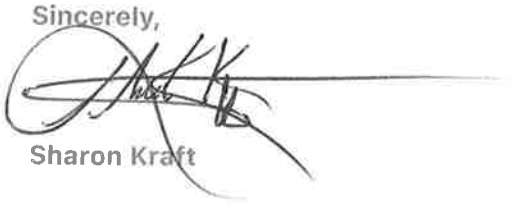
Parks Building - 830 Beaver Street

1 hour cleaning service : once per week : provided by a two person crew:
$75.00 per hour : Weekly Cost : $75.00 : Annual Cost : $3,900.00

Thank you for considering American Maid for your custodial needs. We appreciate your business and look forward to working with you.

If you have any additional questions, feel free to contact me at ammaid1@gmail.com or (307) 672-9851. I look forward to speaking with you further on this proposal.

Sincerely,



Sharon Kraft

Exhibit C

American Maid

(307) 672-9851
821 Illinois
Sheridan, WY 82801

Sharon Kraft
Owner/Manager

Serving the Finest People Since 1987

"HAVE MOP – WILL TRAVEL"

Sheridan Water Treatment Plant - 6 Soldier Creek Road
2 hour cleaning service once per week two person crew
$75.00 per hour:Weekly cost $150.00 = Annual cost $7800.00

Sharon Kraft

Exhibit D

American Maid

(307) 672-9851
821 Illinois
Sheridan, WY 82801

Sharon Kraft
Owner/Manager

Serving the Finest People Since 1987

"HAVE MOP – WILL TRAVEL"

Sheridan Big Goose Water Treatment Plant
1350 Big Goose Road
2.5 hours cleaning once per week by our two person crew.
$75.00 per hour: Weekly cost $187.50 =Annual cost $9750.00

Sharon Kraft

American Maid

(307) 672-9851
821 Illinois
Sheridan, WY 82801

Serving the Finest People Since 1987

"I HAVE MOP – WILL TRAVEL."

Sharon Kraft
Owner/Manager

Hanns Mercer
Ashley Garcia
Heather Czaplinski

Deep cleaning of City Hall to target completion May 11th

3rd Floor April 13th one crew 8 hours $ 600.00
2nd floor April 20th two crews 8 hours $1200.00
Main level April 27 two crews 8 hours $1200.00
Basement May 4th one crew 8 hours $ 600.00

cost $3,600.00

If job completion requires less, only time on site will be charged.

Cleaning schedule :

Parks Building 2002 Frackleton Street cleaned on Monday

Big Goose Water Treatment 1350 Big goose cleaned Monday

Utility Maintenance 932 Kroe Lane cleaned Monday & Thursday

Soldier Creek Water Treatment plant cleaned Tuesday

Parks Building 1000 Ash Street cleaned Tuesday

City Hall 55 Grinnell Plaza cleaned on Tuesday

Parks 820 Kroe Lane cleaned on Wednesday

Waste Water Treatment Plant 393 Fort Road cleaned on Wednesday

Parks Building 830 Beaver Street cleaned Thursday

City Hall 55 Grinnell Plaza cleaned on Thursday

City Hall 55 Grinnell Plaza cleaned Friday

Sheridan Landfill & Scale house 82 East Ridge Road cleaned on Sunday

Recycle Center 1148 Kroe Lane cleaned on Sunday

Thank you,
Sharon

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

RE: Discussion of PL-24-14, Resolution 20-24, The Villages Phase II Subdivision Final Plat - Public Works Director Hanns Mercer

From: Hanns Mercer, Public Works Director

To: City Council

CC:

Date: 05/14/2024

Recommendation:

Staff awaiting recommendation from the Planning Commission regarding PL-24-14, Resolution 20-24, The Villages Phase II Subdivision Final Plat. The owner, Stonemill Properties, LLC, is requesting to subdivide 123.02 acres from 3 tracts into 57 lots, 3 tracts, and 2 outlots. Zoned Gateway Master Plan District. Located at 1280 Dovetail Ln. (PIN 56840440000300).

Background:

The proposed subdivision is titled "The Villages Phase II Subdivision", and it is a major subdivision. The proposed subdivision is located within The Villages Master Plan, a revision of the Wrench Ranch Phase II Master Plan. This is a re-subdivision of Tracts 1, 4, and 5 of the Villages Phase I Minor Subdivision. This will subdivide 123.02 acres from 3 tracts into 57 lots, 3 tracts, and 2 outlots. The total area for The Villages Phase II Major Subdivision is 10.86 acres. Zoned Gateway Master Plan District. Located at 1280 Dovetail Lane (PIN 56840440000300).

The Applicant is requesting a recommendation of approval to the Sheridan governing body for the submitted final plat application. The revised Villages Master Plan provides a greater level of specificity for future land uses in the vicinity of the proposed minor subdivision, describing the areas of the subdivision to eventually be further subdivided for residential, commercial, mixed-use, and open space land uses.

The intent of this Master Plan is "to provide a long-range plan that will encourage carefully planned and orchestrated development of high quality". The combined uses of the Master Plan will complement adjacent land uses and promote development continuity for adjacent undeveloped parcels, including the other Villages Master Plan phases.

The Villages Phase II Subdivision Preliminary Plat received approval to proceed to the final plat by the Sheridan Planning Commission body on April 22, 2024.

Development Agreement

There are two individual developments within this subdivision that will have separate development agreements: the Weston Village Subdivision Development Agreement and the Saddle Mountain Subdivision Development Agreement. The Weston Village Development Agreement will include the public infrastructure and improvements inEdelman Loop and Yellowstone Drive, while the Saddle Mountain Development Agreement will include the public infrastructure and improvements along Duncan Drive only.

Public improvements provided by the Developer for the subdivision shall include site grading, street improvements, and water, sanitary sewer, and storm drainage systems. The Developer shall provide financial assurances for public improvements per Sheridan City Code, including a 10% contingency fee. These assurance amounts are available in the Development Agreement.

The Developer shall provide test results, inspection reports, and suitable as-built drawings, certified by a register P.E., to verify completion of roadway improvements and water/sewer utilities. Further building permits will not be issued by the city until the water/sewer utilities are approved.

As established in an earlier agreement, no Certificate of Occupancy will be issued in the subdivision until all sidewalks are installed by the Developer as shown in the submitted Final Plat. Any existing or installed sidewalks must be undamaged and undisturbed by utility installation or building construction projects.

The Development Agreement will be signed and recorded in conjunction with the major subdivision final plat approval.

Proposed Lot Uses
The Villages Phase II will be a residential subdivision. Proposed lot sizes along Duncan Drive are smaller than those along Edelman Loop (1250 ft.^{2} to 2577 ft.^{2} on Duncan Drive and 5000 ft.^{2} to 12211 ft.^{2} on Edelman Loop). These parcels along Duncan Drive are meant to facilitate more affordable forms of housing, addressing an urgent and persistent need in the Sheridan community.

The Villages Master Plan designates areas for different development styles. Residential development will be located to the north (near the proposed new school site and Double Day Sports Complex), commercial development will be to the south, and mixed-use and open spaces will form a barrier in the middle of the Phase Two Master Plan area. These land uses will not be developed until subsequent subdivision activities occur.

The below table describes the proposed development types and associated acreage estimations for the entire Villages Master Plan area:

Development Type	Size (acres)
Residential	37.0
Mixed Use	32.7
Commercial	57.8
Open Space/City Park	9.5

Roadways
Yellowstone Drive will connect the residential areas of the proposed subdivision to Decker Road and will serve as an arterial route for future development in accordance with the Villages Master Plan. The Yellowstone Drive right-of-way is 66’ wide.

Edelman Loop and Duncan Drive will provide direct access to parcels in the proposed subdivision. Edelman Loop will have a 60’ right-of-way with extra width where the street turns its two corners. Duncan Drive will have a 60’ right-of-way with a hammerhead turnaround at its northern terminus.

Easements
Drainage Easements:

- 15’ drainage easement west from Duncan Drive.
- 15’ drainage easement east from Duncan Drive to longer easement described below.
- 15’ drainage easement north from Yellowstone Drive to north boundary of subdivision. Connected to drainage easement described immediately above.
- 20’ drainage easement north from Edelman Loop to north boundary of subdivision.
- New 45’ drainage easement and existing utilities easement north from Yellowstone Drive adjacent to Decker Road.

Utility Easements:

- 15’ utility easement typical for all areas abutting a public right-of-way. The 15’ utility easements exist on both sides of Duncan Drive, Edelman Loop, and Yellowstone Drive.
- Two 15’ access, drainage, and utilities easements at north end of Duncan Drive.
- 15' private utility easement around the Saddle Mountain Village townhome “blocks” on Duncan Drive. This easement will be for gas and power services to be routed around the back of the units.

Pathway Easements:

- 12’ pathway easement north from Edelman Loop to the north boundary of the subdivision.

Pedestrian Access
Sidewalks installed in the subdivision will conceptually follow the sidewalk and pathway network outlined in the Master Plan. At present, sidewalks are installed along Decker Road from the I-90 interchange to a point midway across the Master Plan area’s border with the Decker Road right-of-way.

In The Villages Phase II, 5’ wide boulevard sidewalks will be installed on both sides of all streets in the subdivision. ADA compliant ramps will be installed at street crossings. Where the Decker Road sidewalks already exist, the new sidewalks will connect to complete the pedestrian infrastructure network.

Water Improvements
8” water lines will serve the residential lots in the proposed subdivision. The new lines will connect to an existing 12” water line in the Decker Road right-of-way. New fire hydrants will be connected to the water lines and located as required in the subdivision.

Sewer Improvements
8” PVC sanitary sewer will be installed to service the residential lots in the proposed subdivision. New lines will connect to an existing 15” sanitary sewer line in the Decker Road right-of-way. The west end of the sanitary sewer line is to be installed in this phase, per the submitted Sanitary Sewer Overall Map.

Open Space and Landscaping
The Master Plan includes several recommendations for placement of public open spaces and parks in the area. The Villages Master Plan shows open space for Phase Two to exist primarily on an east-west strip between the proposed Mixed-Use and Residential areas.

Developments in the Sheridan Gateway District—a zoning designation intended to facilitate creation of mixed-use areas that preserve character, natural space, and scenic vistas—can only be submitted after a development Master Plan has been submitted to the Sheridan Planning Division for review. Appendix A, §9C.B includes several requirements for designated Open Space in the Gateway District, with which the Applicant’s amended Master Plan is compliant.

Open space in the created Outlots A and B will be available for residents’ open space use. Future phases of the Master Plan area will incorporate these—and new—open spaces, establishing an interconnected network of open space areas.

Landscaping will comply with the guidelines of The Villages Master Plan.

Variances
The applicant has requested a variance for depth-to-front ratio and frontage widths for the proposed Saddle Mountain development. This proposed development is planned for attached townhome style dwellings. This type of product is unable to meet the current lot shape requirements. Current code minimums and the requested variances are as follows:

Depth to Front:
·Code 505 C. 1. *Depth to front shall not exceed 2.5 to 1.*
· Proposed 3.75 to 1 for the 20’ lots. Lots 32-34, Lots 37-40, and Lots 43, 44.
· Proposed 3 to 1 for the 25’ lots. Lots 35, 36, 42, 45, 47-50, and 53-56.
· Proposed lots 31, 41, 46, 51, 52, and 57 meet or exceed the 2.5 to 1 requirement.

Frontage:
· Code 505 C. 5. *Every platted lot shall have access to a publicly dedicated street or road. Such access shall consist of frontage of at least 25 feet on a public street or an unobstructed private easement or right-of way of at least a twenty-five-foot width extending to a public street.*
· Proposed Lots 32-34, 37-40, 43, 44 are 20’ wide townhome lots which is less than the required 25’.

Public Comments
Staff have received no comments or inquiries on this application.

Discussion:
Staff sent out 33 nearest neighbor notifications to property owners within 300 feet as part of this application. In addition, a legal ad was placed in the Sheridan Press, and a sign was posted on the property.

Attachments

Saddle Mountain Dev Agreement
Weston Village Dev Agreement
Final Plat
Aerial
Variance Request
Draft Resolution 20-24

Development Agreement for
Saddle Mountain Subdivision

This Agreement is made, entered into, and effective as of this _____day of _____ 2024, by and between the **City of Sheridan**, a municipal Corporation in the State of Wyoming, hereinafter referred as the "City", and **StoneMill Construction, LLC**, a Wyoming limited liability company, hereinafter referred to as the "Developer." The City and Developer for their mutual benefit and consideration agree to the terms and conditions as listed herein for the development of the Saddle Mountain Subdivision, hereinafter referred to as the "Subdivision."

The Subdivision is a portion of The Villages Phase II Subdivision. This Agreement shall only be for the development of the Subdivision. The Subdivision is located in a portion of the SE1/4 of the NE ¼ of Section 9, Township 56 North, Ranch 84 West, 6th Principle Meridian, in the City of Sheridan, Wyoming. Being more particularly described as follows:

Commencing at the northeast corner of Section 9; thence S 19°03'40" W, 1,597.22 feet, to the Point of Beginning; Thence S 26°39'12" E, 437.74 feet; thence S 63°20'48" W, 240.02 feet; thence 5.19 feet, through a curve to the left, having a radius of 1033.00 feet, a central angle of 0°17'16", a chord bearing of S 63°12'09" W, and a chord length of 5.19 feet; thence 35.01 feet, through a curve to the left, having a radius of 1033.03 feet, a central angle of 1°56'30", a chord bearing of S 62°05'16" W, and a chord length of 35.01 feet; thence N 28°52'59" W, 314.71 feet; thence 158.59 feet, through a curve to the right, having a radius of 150.00 feet, a central angle of 60°34'39", a chord bearing of N 8°33'30" E, and a chord length of 151.31 feet; thence N 63°13'38" E, 205.21 feet, to the Point of Beginning.

Section 1. GENERAL CONDITIONS

A. The terms of this Agreement shall be binding on all heirs, successors, and assigns of the Developer. In the event of a transfer of all or any portion of the Subdivision by the Developer, the Developer shall be relieved of any and all obligations with respect to the transferred Subdivision upon acceptance of the transfer by the City and the execution of all required documents and financial assurance by the transferee. The City's acceptance of the transfer shall not be unreasonably withheld.

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

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

- Site Grading
- Street Improvements
- Water System
- Sanitary Sewer
- Storm Drainage System

D. The Developer shall provide financial assurances for public improvements pursuant to and in conformance with Sheridan City Code, Appendix B., Article 7. Financial assurances shall cover the following costs established by the Engineer's Opinion of Probable Construction Cost for Public Improvements provided:

1. Street/Grading/Subdivision Improvements ... $185,598.69
2. Water System $122,910.00
3. Sanitary Sewer $96,225.00
4. Storm Drainage $6,600.00

TOTAL $411,333.69

The above financial assurances shall have appropriate amounts released upon the verification and acceptance of completed public improvements by the City.

Developer shall warrant all improvements with financial assurances in the amount of **$41,133.37**, ten percent (10%) of the total value of the above improvements, for a period

of one (1) year following the date the improvements were accepted by the City. Any failure, defect, or deficiency of the improvements during the one (1) year warranty period shall be corrected by the Developer to the satisfaction of the Director of Public Works at the sole expense of the Developer. Failure to do so may result in calling of the financial assurances by the City.

E. Developer shall have all required improvements completed and accepted by the City within twenty-four (24) months from the date the Subdivision final plat was approved by the City Council.

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

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

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

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

J. Sidewalks shall be installed by the Developer prior to the issuance of a Certificate of Occupancy.

Section 2. COMPLIANCE WITH TERMS AND CONDITIONS

The Developer agrees to comply with the terms of this Agreement, including all deadlines, contained in Section 1 hereto. Should the Developer fail to comply with any of the conditions in Section 1 of this Agreement or applicable Sheridan City Code, the City will send a letter to the Developer listing the conditions for which the Subdivision is not compliant. If the Developer does not propose appropriate remedies which are reasonably acceptable to the City to eliminate the non-compliance(s) within three (3) weeks of the date of said letter of non-compliance, the City reserves the right to withhold any future development approvals for the Subdivision, withhold the release of financial assurances, exercise or call the financial assurances, repeal the plat, and pursue any other enforcement means available under Sheridan City Code and state and federal law.

Section 4. TERMINATION

Any amendment, revision, or termination of this Agreement shall be made in writing and executed by all parties to this Agreement.

Section 5. SEVERABILITY

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

Section 6. GOVERNMENTAL IMMUNITY

Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

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

City of Sheridan:

_____
Richard Bridger, Mayor

Attest:

_____
Cecilia Good, City Clerk

Developer:

StoneMill Construction, LLC:

By: _____

Name: _____

Title: _____

Development Agreement for
Weston Village Subdivision

This Agreement is made, entered into, and effective as of this _____day of _____ 2024, by and between the **City of Sheridan**, a municipal Corporation in the State of Wyoming, hereinafter referred as the "City", and **StoneMill Construction, LLC**, a Wyoming limited liability company, and **Habitat for Humanity of the Eastern Bighorns, Inc**., a Wyoming non-profit corporation, hereinafter collectively referred to as the "Developer." The City and Developer for their mutual benefit and consideration agree to the terms and conditions as listed herein for the development of the Weston Village Subdivision, hereinafter referred to as the "Subdivision."

The Subdivision is a portion of The Villages Phase II Subdivision. This Agreement shall only be for the development of the Subdivision. The Subdivision is located in a portion of the E1/2 of the NE1/4 of Section 9 and a portion of the SW1/4 of the NW1/4 of Section 10, Township 56 North, Range 84 West, 6th Principle Meridian, in the City of Sheridan, Wyoming. Being more particularly described as follows:

Commencing at the northeast corner of section 9; thence S 3°35'03" W, 1,237.46 feet, to the Point of Beginning; Thence S 26°37'32" E, 483.87 feet; thence N 63°20'48" E, 450.39 feet; thence S 22°22'10" E, 66.18 feet; thence S 63°20'48" W, 564.11 feet; thence S 63°20'48"W, 641.35 feet; thence 456.92 feet, through a curve to the left, having a radius of 967.00 feet, a central angle of 27°04'24", a chord bearing of S 49°48'36" W, and a chord length of 452.68 feet; thence S 36°16'24" E, 121.24 feet; thence N 53°43'36" W, 66.00 feet; thence N 36°16'24" E, 121.24 feet; thence 447.91 feet, through a curve to the right, having a radius of 1033.00 feet, a central angle of 24°50'37", a chord bearing of N 48°41'42" E, and a chord length of 444.41 feet; thence 35.01 feet, through a curve to the right, having a radius of 1033.03 feet, a central angle of 1°56'30", a chord bearing of N 62°05'16" E, and a chord length of 35.01 feet; thence 5.19 feet, through a curve to the right, having a radius of 1033.00 feet, a central angle of 0°17'16", a chord bearing of N 63°12'09" E, and a chord length of 5.19 feet; thence N 63°20'48" E, 240.02 feet; thence N 26°39'12" W, 437.74 feet; thence N 63°13'38" E, 243.36 feet; thence N 50°36'47" E, 226.14 feet; thence N 67°37'50" E, 56.46 feet to the Point of Beginning.

Section 1. GENERAL CONDITIONS

A. The terms of this Agreement shall be binding on all heirs, successors, and assigns of the Developer. In the event of a transfer of all or any portion of the Subdivision by the Developer, the Developer shall be relieved of any and all obligations with respect to the transferred Subdivision upon acceptance of the transfer by the City and the execution of all required documents and financial assurance by the transferee. The City's acceptance of the transfer shall not be unreasonably withheld.

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

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

- Site Grading
- Street Improvements
- Water System
- Sanitary Sewer
- Storm Drainage System

D. The Developer shall provide financial assurances for public improvements pursuant to and in conformance with Sheridan City Code, Appendix B., Article 7. Financial assurances shall cover the following costs established by the Engineer's Opinion of Probable Construction Cost for Public Improvements provided:

1. Street/Grading/Subdivision Improvements ... $1,071,105.39
2. Water System $384,600.00
3. Sanitary Sewer $331,850.00
4. Storm Drainage $53,100.00

TOTAL $1,840,655.39

The above financial assurances shall have appropriate amounts released upon the verification and acceptance of completed public improvements by the City.

Developer shall warrant all improvements with financial assurances in the amount of **$184,065.54.00**, ten percent (10%) of the total value of the above improvements, for a period of one (1) year following the date the improvements were accepted by the City. Any failure, defect, or deficiency of the improvements during the one (1) year warranty period shall be corrected by the Developer to the satisfaction of the Director of Public Works at the sole expense of the Developer. Failure to do so may result in calling of the financial assurances by the City.

E. Developer shall have all required improvements completed and accepted by the City within twenty-four (24) months from the date the Subdivision final plat was approved by the City Council.

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

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

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

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

J. Sidewalks shall be installed by the Developer prior to the issuance of a Certificate of Occupancy.

Section 2. COMPLIANCE WITH TERMS AND CONDITIONS

The Developer agrees to comply with the terms of this Agreement, including all deadlines, contained in Section 1 hereto. Should the Developer fail to comply with any of the conditions in Section 1 of this Agreement or applicable Sheridan City Code, the City will send a letter to the Developer listing the conditions for which the Subdivision is not compliant. If the Developer does not propose appropriate remedies which are reasonably acceptable to the City to eliminate the non-compliance(s) within three (3) weeks of the date of said letter of non-compliance, the City reserves the right to withhold any future development approvals for the Subdivision, withhold the release of financial assurances, exercise or call the financial assurances, repeal the plat, and pursue any other enforcement means available under Sheridan City Code and state and federal law.

Section 4. TERMINATION

Any amendment, revision, or termination of this Agreement shall be made in writing and executed by all parties to this Agreement.

Section 5. SEVERABILITY

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

Section 6. GOVERNMENTAL IMMUNITY

Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

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

Developer:

StoneMill Construction, LLC:

By: _____

Name: _____

Title: _____

Habitat for Humanity of the Eastern Bighorns, Inc.

By: _____

Name: _____

Title: _____

City of Sheridan:

_____
Richard Bridger, Mayor

Attest:

_____
Cecilia Good, City Clerk

THE VILLAGES PHASE II SUBDIVISION
FINAL PLAT

A RESUBDIVISION OF TRACT 1, 4, AND 5 OF THE VILLAGES PHASE I SUBDIVISION
AND LOCATED IN THE NE¼ OF SECTION 9 AND THE SW¼NW¼ OF SECTION 10, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH PRINCIPLE MERIDIAN.
CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING

DECLARATION VACATING PREVIOUS PLATTING

THIS PLAT INCLUDES THE RESUBDIVISION OF TRACT 1, TRACT 4 AND TRACT 5, THE VILLAGES, PHASE I, AS RECORDED PLAT V, NUMBER 22, IN THE RECORDS OF THE SHERIDAN COUNTY CLERK.

OWNER

STONEMILL PROPERTIES, LLC
1150 DOVETAIL LANE
SHERIDAN, WYOMING, 82801

DEDICATION AND LEGAL DESCRIPTTION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED STONEMILL PROPERTIES, LLC, BEING THE OWNER, PROPRIETOR OR PARTIES OF INTEREST IN THE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY.

THAT THE FORGOING PLAT DESIGNATED AS THE VILLAGES PHASE II, IS LOCATED IN SECTION 9 AND SECTION 10, TOWNSHIP 56 NORTH, RANGE 84 WEST, CITY OF SHERIDAN, SHERIDAN COUNTY WYOMING, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 9; THENCE S 19°00'32" E, 964.32 FEET, TO A POINT ON THE WEST RIGHT OF WAY OF DECKER ROAD (AKA STATE HIGHWAY 338) AND THE NORTHEAST CORNER OF THIS SUBDIVISION AND THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID WEST RIGHT OF WAY S 22°22'10" E, 1094.60 FEET; THENCE S 67°38'05" W, 35.01 FEET; THENCE S 22°22'10" E, 247.69 FEET TO THE NORTHEAST CORNER OF LOT 1, WRENCH RANCH PROPERTIES THIRD DEVELOPMENT, PHASE ONE, THENCE LEAVING SAID RIGHT OF WAY ALONG THE NORTH LINE OF LOT 1 S 73°59'33" W, 528.28 FEET, THENCE ALONG THE WEST LINE OF SAID LOT 1 THROUGH A NON-TANGENT CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 545.88 FEET, A RADIUS OF 600.00 FEET, A CHORD BEARING OF S 3°42'19" W, AND A CHORD LENGTH OF 527.25 FEET; THENCE ALONG THE WEST LINE OF LOT 2 OF SAID SUBDIVISION, S 29°46'09" W, 686.87 FEET, TO A POINT ON THE EAST RIGHT OF WAY OF INTERSTATE 90; THENCE ALONG SAID RIGHT OF WAY, S 17°36'11" W, 29.98 FEET; THENCE N 72°23'12" W, 317.23 FEET; THENCE 668.94 FEET THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 2400.00 FEET, A CHORD BEARING OF N 64°24'06" W, AND A CHORD LENGTH OF 666.77 FEET; THENCE, N 53°43'25" W, 938.67 FEET; THENCE 919.04 FEET THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 5550.12 FEET, A CHORD BEARING OF N 48°58'45" W, AND A CHORD LENGTH OF 917.99 FEET; THENCE LEAVING SAID RIGHT OF WAY, N 46°57'09" E, 639.11 FEET, ALONG THE SOUTH BOUNDARY LINE OF THE CITY OF SHERIDAN'S DOUBLEDAY SPORTS COMPLEX; THENCE NORTH 1007.13 FEET; THENCE N 89°25'38" E, 383.38 FEET; THENCE 156.24 FEET THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 139.98 FEET, A CHORD BEARING OF S 58°36'08" E, AND A CHORD LENGTH OF 148.26 FEET; THENCE S 26°38'08 " E, 97.62 FEET; THENCE 47.12 FEET THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.01 FEET, A CHORD BEARING OF S 18°22'09" W, AND A CHORD LENGTH OF 42.43 FEET; THENCE S 26°37'51" EAST, 60.00 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY OF DOVETAIL LANE; THENCE ALONG SAID RIGHT OF WAY, N 63°25'53" E, 150.00 FEET, TO THE NORTHWEST CORNER OF TRACT 2 OF THE VILLAGES PHASE 1; THENCE ALONG THE WEST LINE OF SAID TRACT 2 S 26°37'51" E, 830.73 FEET; THENCE ALONG THE SOUTH LINE OF SAID TRACT 2, N 63°22'09" E, 524.36 FEET; THENCE N 63°22'09" E, 258.45 FEET; THENCE N 67°37'50" E, 541.50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 123.02 ACRES, MORE OR LESS.

TRACT 1A:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 9; THENCE S 19°0'32" E, 964.32 FEET, TO A POINT ON THE WEST RIGHT OF WAY OF DECKER ROAD (AKA STATE HIGHWAY 338) AND THE NORTHEAST CORNER OF THIS SUBDIVISION, AND THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID WEST RIGHT OF WAY S 22°22'10" E, 150.00 FEET; THENCE LEAVING SAID RIGHT OF WAY, S 67°37'50" W, 485.04 FEET; THENCE S 67°37'50" W, 56.46 FEET; THENCE S 50°36'47" W, 226.14 FEET; THENCE S 63°13'38" W, 448.56 FEET; THENCE 158.59 FEET THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 60°34'39", A CHORD BEARING OF S 08°33'30" W, AND A CHORD LENGTH OF 151.31 FEET; THENCE S 28°52'59" E, 314.71 FEET; THENCE 447.91 FEET THROUGH A CURVE TO THE LEFT, HAVING A RADIUS OF 1033.00 FEET, A CENTRAL ANGLE OF 24°50'37", A CHORD BEARING OF S 48°41'42" W, AND A CHORD LENGTH OF 444.41 FEET; THENCE S 36°16'24" E, 121.24 FEET; THENCE S 53°43'36" E, 66.00 FEET; THENCE N 36°16'24" E, 121.24 FEET; THENCE 456.92 FEET, THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 967.00 FEET, A CENTRAL ANGLE OF 27°04'24", A CHORD BEARING OF N 49°48'36" E, AND A CHORD LENGTH OF 452.68 FEET; THENCE N 63°20'48" E, 641.35 FEET; THENCE S 22°36'02" E, 642.57 FEET, TO THE NORTHWEST CORNER OF LOT 1, WRENCH RANCH PROPERTIES THIRD DEVELOPMENT, PHASE ONE; THENCE ALONG THE WEST LINE OF SAID LOT 1 THROUGH A NON-TANGENT CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 545.28 FEET, A RADIUS OF 600.00 FEET, A CHORD BEARING OF S 3°42'19" W, AND A CHORD LENGTH OF 527.25 FEET; THENCE ALONG THE WEST LINE OF LOT 2 OF SAID SUBDIVISION, S 29°46'09" W, 686.87 FEET, TO A POINT ON THE EAST RIGHT OF WAY OF INTERSTATE 90; THENCE ALONG SAID RIGHT OF WAY, S 17°36'11" W, 29.98 FEET; THENCE N 72°23'12" W, 317.23 FEET; THENCE 668.94 FEET THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 2400.00 FEET, A CHORD BEARING OF N 64°24'06" W, AND A CHORD LENGTH OF 666.77 FEET; THENCE, N 53°43'25" W, 938.67 FEET; THENCE 919.04 FEET THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 5550.12 FEET, A CHORD BEARING OF N 48°58'45" W, AND A CHORD LENGTH OF 917.99 FEET; THENCE LEAVING SAID RIGHT OF WAY, N 46°57'09" E, 639.11 FEET, ALONG THE SOUTH BOUNDARY LINE OF THE CITY OF SHERIDAN'S DOUBLEDAY SPORTS COMPLEX; THENCE NORTH 1007.13 FEET; THENCE N 89°25'38" E, 383.38 FEET; THENCE 156.24 FEET THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 139.98 FEET, A CHORD BEARING OF S 58°36'08" E, AND A CHORD LENGTH OF 148.26 FEET; THENCE S 26°38'08 " E, 97.62 FEET; THENCE 47.12 FEET THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.01 FEET, A CHORD BEARING OF S 18°22'09" W, AND A CHORD LENGTH OF 42.43 FEET; THENCE S 26°37'51" EAST, 60.00 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY OF DOVETAIL LANE; THENCE ALONG SAID RIGHT OF WAY, N 63°25'53" E, 150.00 FEET, TO THE NORTHWEST CORNER OF TRACT 2 OF THE VILLAGES PHASE 1; THENCE ALONG THE WEST LINE OF SAID TRACT 2 S 26°37'51" E, 830.73 FEET; THENCE ALONG THE SOUTH LINE OF SAID TRACT 2, N 63°22'09" E, 524.36 FEET; THENCE N 63°22'09" E, 258.45 FEET; THENCE N 67°37'50" E, 541.50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 98.41 ACRES, MORE OR LESS.

TRACT 4A:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 9; THENCE S 19°0'32" E, 964.32 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF DECKER ROAD (A.K.A. STATE HIGHWAY 338); THENCE ALONG SAID WEST RIGHT OF WAY, S 22°22'10" E, 150.00 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE DEPARTING FROM SAID RIGHT OF WAY, S 67°37'50" W, 485.04 FEET, THENCE S 26°37'32" E, 483.87 FEET; THENCE N 63°20'48" E, 450.39 FEET, RETURNING TO SAID WEST RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY, N 22°22'10" W, 449.08 FEET; TO THE POINT OF BEGINNING.

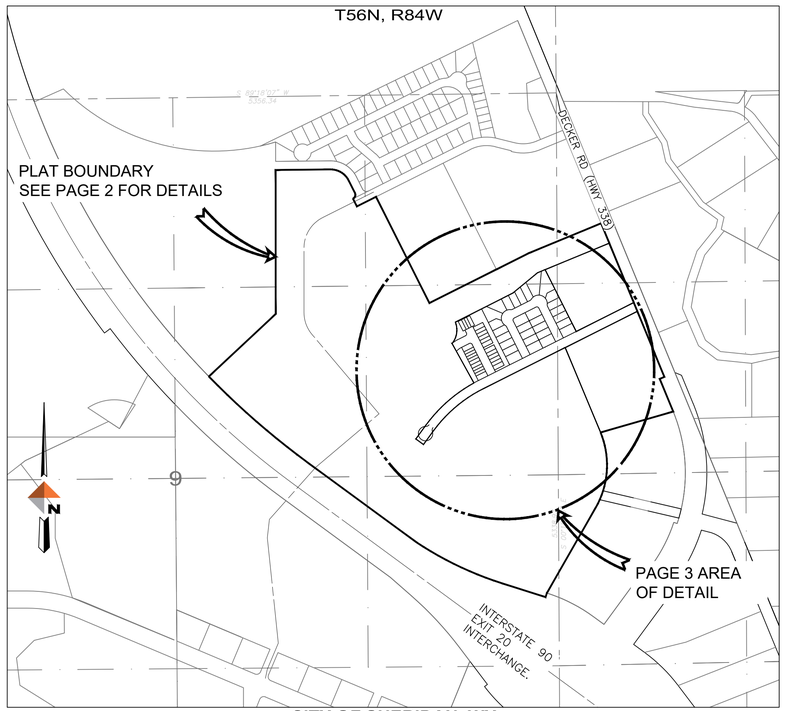
CONTAINING 5.00 ACRES, MORE OR LESS.

TRACT 5A:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 9; THENCE S 19°0'32" E, 964.32 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF DECKER ROAD (A.K.A. STATE HIGHWAY 338); THENCE ALONG SAID WEST RIGHT OF WAY, S 22°22'10" E, 1094.60 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID WEST RIGHT OF WAY, N 22°22'10" W, 177.60 FEET; THENCE N 22°22'10" W, 317.92 FEET; THENCE DEPARTING FROM SAID RIGHT OF WAY, S 63°20'48" W, 564.11 FEET; THENCE S 22°36'02" E, 642.57 FEET, TO THE NORTHEAST CORNER OF LOT 1, WRENCH RANCH PROPERTIES THIRD DEVELOPMENT, PHASE ONE; THENCE N 73°59'33" E, 528.28 FEET, TO SAID WEST RIGHT OF WAY LINE; THENCE N 22°22'02" W, 247.69 FEET ALONG SAID RIGHT OF WAY LINE; THENCE N 67°38'05" E, 35.01 FEET, TO THE POINT OF BEGINNING.

CONTAINING 8.75 ACRES, MORE OR LESS.



CITY OF SHERIDAN, WY
LOCATION MAP
500 0 500
SCALE IN FEET

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

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

AND THAT PRIVATE UTILITIES EASEMENTS, AS DESIGNATED ON THIS PLAT, ARE HEREBY DEDICATED TO THE LANDOWNERS OF THE CONSECUTIVE LOTS FOR THE PURPOSE OF INSTALLING, REPAIRING, REINSTALLING, REPLACING, AND MAINTAINING PRIVATE UTILITY LINES. SAID EASEMENTS SHALL EXTEND TO THE STRUCTURES ON THE END LOTS. STRUCTURES ARE PERMITTED TO OVERHANG SAID PRIVATE UTILITY EASEMENTS.

AND THAT DRAINAGE EASEMENTS, AS DESIGNATED ON THIS PLAT, ARE HEREBY DEDICATED TO THE CITY OF SHERIDAN FOR THE PURPOSED OF INSTALLING, REPAIRING, REINSTALLING, REPLACING, AND MAINTAINING STORM WATER INFRASTRUCTURE. SAID DRAINAGE EASEMENTS ARE FOR STORM WATER CONVEYANCE ONLY. STORM WATER STORAGE IS NOT PERMITTED ON SAID DRAINAGE EASEMENTS

AND THAT PATHWAY EASEMENTS, AS DESIGNATED ON THIS PLAT, ARE HEREBY DEDICATED TO THE CITY FOR THE PURPOSED OF REPAIRING, REINSTALLING, REPLACING, AND MAINTAINING PATHWAY INFRASTRUCTURE. NO STRUCTURES OR FENCES ARE TO BE BUILT WITHIN THIS PATHWAY EASEMENT.

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

EXECUTED THIS _____ DAY OF _____ 2024. BY:

StoneMill Properties, LLC

_____
By: Swayne Redinger, Member

STATE OF WYOMING)
):SS
COUNTY OF SHERIDAN)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2024.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES: _____.

_____
NOTARY PUBLIC

APPROVAL OF MORTGAGEE

MORTGAGEE: FIRST NORTHERN BANK

BY: _____

TITLE: _____

STATE OF WYOMING)
):SS
COUNTY OF SHERIDAN)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2024.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES: _____.

NOTARY PUBLIC

CERTIFICATE OF APPROVAL

THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS AND PROCEDURES OUTLINED IN THE SUBDIVISION REGULATIONS OF THE CITY OF SHERIDAN AND CERTIFIED THIS _____ DAY OF _____, 2024.

_____
DIRECTOR OF PUBLIC WORKS

APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN, WYOMING THIS _____ DAY OF _____, 2024.

_____ _____
ATTEST: CITY CLERK MAYOR

CERTIFICATE OF CITY PLANNING COMMISSION

THIS PLAT REVIEWED BY THE CITY OF SHERIDAN PLANNING COMMISSION THIS _____ DAY OF _____ 2023.

_____
CHAIRMAN

_____
SECRETARY

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT _____ O'CLOCK _____M., AND IS DULY

RECORDED IN BOOK NUMBER _____, PAGE NUMBER_____.

_____
COUNTY CLERK

BASIS OF BEARING

NAD83 WYOMING STATE PLANE COORDINATE SYSTEM; EAST CENTRAL ZONE; PAF 1.000235

LAND SURVEYOR CERTIFICATE

I, TAD R. ROSENLUND, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE VILLAGES – PHASE II SUBDIVISION, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT THIS PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY CONDUCTED BY ME OR UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS, AND STREETS OF SAID SUBDIVISION IN COMPLIANCE WITH CITY OF SHERIDAN REGULATIONS GOVERNING THE SUBDIVISION OF LAND,

_____
REGISTERED LAND SURVEYOR

WYOMING PELS NO. 15057

Professional Engineer & Land Surveyor
TAD R. ROSENLUND
15057
Date
WYOMING

REVISIONS			
REV	DATE	DESCRIPTION	BY
1	05/24/24	FINAL PLAT	TRR

DOWL
WWW.DOWL.COM
1833 S. Sheridan Ave.
Sheridan, Wyoming 82801
307-672-9006

FINAL PLAT
THE VILLAGES PHASE II SUBDIVISION
SHERIDAN, WYOMING

PROJECT 5063.28042.01
DATE 05/24/24

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SHEET
1 OF 3

C:\dowl_pw\d0407466\SC-PA-SF-PL-28042.dwg PLOT DATE 2024-5-24 07:59 SAVED DATE 2024-05-24 07:59 USER: dhomola

LEGEND

- THE VILLAGES PHASE II MAJOR SUBDIVISION BOUNDARY
- SECTION LINE
- INTERIOR SECTION LINE
- EXISTING PROPERTY LINE
- SET PROPERTY CORNERS
- FOUND MONUMENT
- COMPUTED POINT – NOTHING FOUND, NOTHING SET

N

200 0 200 400
SCALE IN FEET

Professional Engineer & Land Surveyor
TROD R. ROSENLUND
15057
Date
WYOMING

S 89°18'07" W
5356.34

S19°00'32"E
964.32'

N89°25'38"E
383.38'

C103
S26°38'08"E
97.62'
C104
S26°37'51"E
60.00'
N63°25'53"E
150.00'

THE VILLAGES PHASE I – TRACT 3
NOT PART OF THIS SUBDIVISION

THE VILLAGES PHASE I – TRACT 2
NOT PART OF THIS SUBDIVISION

N00°00'01"E
1007.13'

S26°37'51"E
630.73'

S67°37'50"W
56.46'

N63°22'09"E
258.65'

N63°22'09"E
524.36'

N18°02'16"E
1597.20'

S50°36'47"W
240.14'

S67°37'50"E
541.50'

S22°22'10"E
160.00'

S67°37'50"W
485.04'

S22°22'10"E
1094.40'

N22°22'10"W
448.08'

EXISTING 45' UTILITIES EASEMENT

EXISTING 15' UTILITIES EASEMENT

S22°22'10"E
66.18'

EXISTING ACCESS EASEMENT TO BE ABANDONED

1232.45'
S3°55'03"W

NENE
NWNW
SWNW

TRACT 4A
5.00 AC

30' EXISTING WATERLINE EASEMENT BK 574, PG. 540

N48°52'09"E
639.11'

S67°37'38"W
243.36'

S67°37'38"W
205.21'

N63°20'48"E
450.39'

N63°20'48"W
664.11'

N22°22'10"W
517.52'

SEE PAGE 3 FOR GREATER DETAIL
10.86 AC +/–

EXISTING 15' UTILITIES EASEMENT

EXISTING 45' UTILITIES EASEMENT

S67°38'05"W
35.01'

N22°22'10"W
177.60'

EXISTING 45' UTILITIES EASEMENT

TRACT 1A
98.41 AC

SENE

C106
C107

N63°20'48"E
641.35'

S36°16'24"W
121.24'

N36°16'24"E
121.24'

S53°43'36"E
66.00'

TRACT 5A
8.75 AC

R42°35'04"E
642.57'

R42°22'00"E
247.89'

S73°59'33"W
528.28'

C100

N3°33'29"W
958.67'

C101

S17°36'11"W
29.98'

N72°23'12"W
317.23'

S 00°18'56" E
5338.93'

S28°26'09"W
656.87'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C100	545.88'	600.00'	52°07'39"	S03°42'19"W	527.25'
C101	668.94'	2400.00'	15°58'11"	N64°24'06"W	666.77'
C102	919.04'	5550.12'	9°29'15"	N48°58'45"W	917.99'
C103	156.24'	139.98'	63°57'05"	S58°36'08"E	148.26'
C104	47.12'	30.01'	89°57'32"	S18°22'09"W	42.43'
C105	158.59'	150.00'	60°34'39"	S08°33'30"W	151.31'
C106	447.91'	1033.00'	24°50'37"	S48°41'42"W	444.41'
C107	456.92'	967.00'	27°04'24"	N49°48'36"E	452.68'

9

REVISIONS			
REV	DATE	DESCRIPTION	BY
1	05/24/24	FINAL PLAT	TRR

DOWL
WWW.DOWL.COM
1833 S. Sheridan Ave.
Sheridan, Wyoming 82801
307-672-9006

FINAL PLAT
THE VILLAGES PHASE II SUBDIVISION
SHERIDAN, WYOMING

PROJECT 5063.28042.01
DATE 05/24/24

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SHEET
2 OF 3

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LEGEND

- FOUND ALUMINUM CAP – PELS 15057
- SET ALUMINUM CAP – PELS 15057
- CALCULATED POINT – NOTHING SET
- 15' ACCESS, DRAINAGE, AND UTILITIES EASEMENT
- DRAINAGE EASEMENT (WIDTHS VARY)
- UTILITIES EASEMENT (WIDTHS VARY)
- PRIVATE UTILITIES EASEMENT (WIDTHS VARY)
- 12' PATHWAY EASEMENT
- SETBACK LINE
- SECTION LINE
- INTERIOR SECTION LINE
- EXISTING PROPERTY LINE
- EXISTING CONTOUR (2' AND 10' INTERVALS)
- PROPOSED CONTOUR (2' AND 10' INTERVALS)

60 0 60 120
SCALE IN FEET

Professional Engineer & Land Surveyor
TAD R. ROSENLUND
15057
Date
WYOMING

N

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	447.91'	1033.00'	24°50'37"	S48°41'42"W	444.41'
C2	158.59'	150.00'	60°34'39"	S08°33'30"W	151.31'
C3	456.92'	967.00'	27°04'24"	S49°48'36"W	452.68'
C4	35.01'	1033.03'	1°56'30"	N62°05'16"E	35.01'
C5	5.19'	1033.00'	0°17'16"	N63°12'09"E	5.19'
C6	23.56'	15.00'	90°00'00"	S71°39'12"E	21.21'
C7	45.93'	120.00'	21°55'46"	N52°22'55"E	45.65'
C8	47.80'	180.00'	15°12'59"	S55°44'18"W	47.66'
C9	23.56'	15.00'	90°00'00"	S18°20'48"W	21.21'
C10	15.98'	30.00'	30°31'18"	N41°54'51"W	15.79'
C11	6.86'	60.00'	6°33'01"	N53°53'56"W	6.86'
C12	37.90'	60.00'	36°11'37"	N32°31'37"W	37.27'
C13	51.15'	60.00'	48°50'51"	N09°59'37"E	49.62'
C14	37.69'	60.00'	35°59'28"	N52°24'47"E	37.07'
C15	24.44'	60.00'	23°20'20"	N82°04'42"E	24.27'
C16	15.98'	30.00'	30°31'18"	N78°29'17"E	15.79'
C17	15.92'	30.00'	30°24'38"	N48°01'19"E	15.74'
C18	19.41'	60.00'	18°31'52"	N42°04'52"E	19.32'
C19	44.21'	60.00'	42°13'16"	N72°27'26"E	43.22'
C20	49.90'	60.00'	47°38'57"	S62°36'27"E	48.47'
C21	38.22'	60.00'	36°29'58"	S20°32'00"E	37.58'
C22	6.33'	60.00'	6°02'30"	S00°44'14"W	6.32'
C23	15.92'	30.00'	30°24'38"	S11°26'53"E	15.74'

30' Waterline Easement BK 574, PG. 540

NOTES

1. DEVELOPMENT IMPROVEMENTS SHALL FOLLOW THE VILLAGES MASTER PLAN.
2. ALL PUBLIC UTILITIES ARE AVAILABLE FOR ALL TRACTS.
3. NO WATER RIGHTS ARE ASSOCIATED WITH THE PROPERTY.
4. OUTLOTS A AND B, TOTALLING 0.94 ACRES SHALL BE PRIVATE OPEN SPACE, DESIGNATED AND RESTRICTED AS SHARED OPEN SPACE TO AND FOR THE PRIVATE BENEFIT OF LOTS 31 THROUGH 57 ONLY. THE AREA IS NOT OPEN FOR PUBLIC ACCESS. THE OUTLOTS SHALL BE MANAGED BY THE HOA OF LOTS 31 THROUGH 57 AND NO STRUCTURES SHALL BE CONSTRUCTED UPON SAID OUTLOTS WITHOUT THE WRITTEN APPROVAL OF THE HOA.

REVISIONS			
REV	DATE	DESCRIPTION	BY
1	05/24/24	FINAL PLAT	TRR

DOWL
WWW.DOWL.COM
1833 S. Sheridan Ave.
Sheridan, Wyoming 82801
307-672-9006

FINAL PLAT
THE VILLAGES PHASE II SUBDIVISION
SHERIDAN, WYOMING

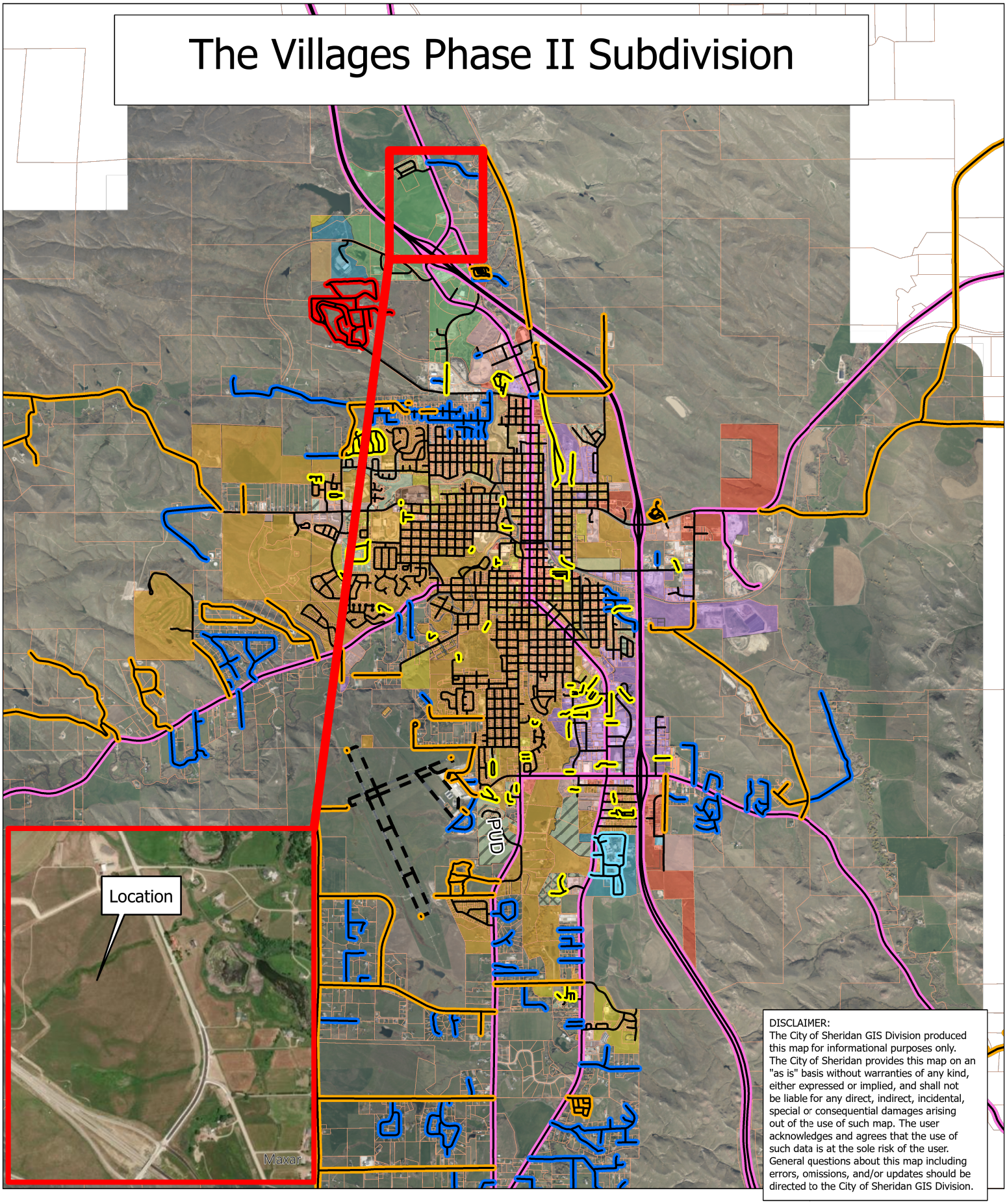
PROJECT 5063.28042.01
DATE 05/24/24

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SHEET
3 OF 3

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The Villages Phase II 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

N

Miles 0 0.7 1.4

Date: 3/7/2024 3:19 PM User: sgoodman

StoneMill
CONSTRUCTION, LLC

1150 DOVETAIL LN
SHERIDAN, WY, 82801
307-672-7518

April 29, 2024
City of Sheridan Planning Department
55 Grinnell Plaza, Sheridan, WY 82801
RE: Lot Shape Variance Request

Dear City of Sheridan Planning Commission, Council, and Staff,

This letter is to formally request a variance for depth-to-front ratio and frontage widths for the proposed Saddle Mountain subdivision, as shown in the attached preliminary plat. This proposed development is planned for attached townhome style dwellings. This type of product is unable to meet the current lot shape requirements. Current code minimums and the requested variances are as follows:

Depth to Front:

- Code 505 C. 1. *Depth to front shall not exceed 2.5 to 1*
- Proposed 3.75 to 1 for the 20' lots. Lots 32-34, Lots 37-40, and Lots 43, 44
- Proposed 3 to 1 for the 25' lots. Lots 35, 36, 42, 45, 47-50, and 53-56
- Proposed lots 31, 41, 46, 51, 52, and 57 meet or exceed the 2.5 to 1 requirement

Frontage

- Code 505 C. 5. *Every platted lot shall have access to a publicly dedicated street or road. Such access shall consist of frontage of at least 25 feet on a public street or an unobstructed private easement or right-of way of at least a twenty-five-foot width extending to a public street.*
- Proposed Lots 32-34, 37-40, 43, 44 are 20' wide townhome lots which is less than the required 25'.

We have enclosed a preliminary plat depicting the desired lot widths. We are more than willing to provide any additional information or address any concerns that may arise during the review process. My contact information is provided below.

Thank you for considering our request.

Sincerely,

Swayne Redinger, P.E.
StoneMill Construction
307-461-0987
swayne@stonemillconstruction.com

CITY OF SHERIDAN
RESOLUTION 20-24

A RESOLUTION approving PL-24-14, the final plat of The Villages Phase II Subdivision, subdividing 123.02 acres from 3 tracts into 57 lots, 3 tracts, and 2 outlots. Gateway Master Plan District, located at 1280 Dovetail Ln, PIN 56840440000300.

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

WHEREAS, all applicable requirements for a final plat, have been met and all documents meet the applicable requirements in Appendix B (Subdivision Regulations).

Be it resolved by the City of Sheridan Governing Body:

That the final plat of The Villages Phase II Subdivision, subdividing 123.02 acres from 3 tracts into 57 lots, 3 tracts, and 2 outlots. Gateway Master Plan District, located at 1280 Dovetail Ln.

In approving the The Villages Phase II Subdivision Final Plat, the City of Sheridan Governing Body finds the following as required by Sheridan City Code Appendix B §202:

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

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

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

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

In addition to approving the The Villages Phase II Subdivision, the Governing Body is also approving a depth to front ratio variance and a frontage width variance. The depth to front ratio for Lots 32-34, Lots 37-40, and Lots 43 & 44 will be 3.75 to 1. The depth to front ratio for Lots 35, 36, 42, 45, 47-50, and 53-56 will be 3 to 1. and the dedicated street frontage width for Lots 32-34, 37-40, 43, 44 will be 20 feet.

PASSED, APPROVED, AND ADOPTED this 3rd day of June, 2024.

_____
Richard Bridger, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

CITY OF SHERIDAN, WYOMING

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

Attorney

MEMORANDUM

RE: Discussion of Settlement Agreement with Karo Hamilton - City Attorney Brad Thimmesch
From: Brad Thimmesch, City Attorney
To: City Council
CC: City Administrator Stuart McRae
Date: 05/28/2024

Background:

See the attached memo.

Attachments

Settlement Agreement
Estimate
Updated Drawings
Memo
Waiver of Subrogation and Recovery

SETTLEMENT AND RELEASE AGREEMENT

I.

The undersigned parties hereby enter into this Settlement and Release Agreement to resolve and release all disputes and claims between the parties.

II.

In exchange for valuable consideration for a total payment of **Two Hundred Fifty Thousand dollars ($250,000.00)**, **Karo Hamilton** (hereinafter referred to as "Releasor") hereby fully discharges and releases any and all claims Releasor may have (whether raised or unraised) against the **City of Sheridan**, a municipal corporation organized under the laws of the State of Wyoming; **the Sheridan Police Department**; **the Sheridan County Sheriff's Office**; **and any other Wyoming governmental entity** (hereinafter collectively referred to as "Releasee") arising from the events that took place on or around February 13, 2024, through February 15, 2024, on or around Releasor's property located at 1050 N. Sheridan Ave. Sheridan Wyoming ("the Event") and arising from actions taken by Releasee in response or related to the Event.

The City of Sheridan shall pay the settlement amount in full to Wyoming Community Development Authority in support of Releasor to be used for the preparation and construction of a new residence for Releasor.

Releasor understands and acknowledges that acceptance of the above described consideration is a full and final settlement, release, remise, discharge, and satisfaction by Releasor of any and all claims, potential claims, demands made, and any other claims, demands, or causes of action, known or unknown, foreseen or unforeseen, existing or contingent, past, present, or future, which may arise from, related to, or in connection with the Event and any other dealing between the Releasor and Releasee to date.

Payment of the consideration is not an admission of liability by Releasee. Rather, liability is denied, and this settlement is a compromise made in the interest of settling a disputed claim and avoiding litigation. Except for the obligations created by this Agreement, each party expressly denies any and all liability associated with or related, whether directly or indirectly, to the disputed matters herein.

III.

Releasor hereby waives and releases to the maximum extent allowed by law all past, present and future claims, demands, causes of action, damages, costs, loss of service, expenses, and compensation of any nature, whether based on tort, contract, or any other legal theory which could be raised or brought against Releasee relating in any way to the Event.

The damages or losses sustained by Releasor are acknowledged to be possibly permanent and/or progressive and the extent of the damages or losses to Releasor is acknowledged to be uncertain and indefinite, but this Agreement and release is a full, final, and complete release of all claims Releasor may have against Releasee.

IV.

To the same extent as Releasee is released from liability under this Agreement, Releasor further releases, waives, and discharges from liability the Releasee's agents, servants, employees, representatives, volunteers, governing bodies or persons, managers, supervisors, and any other person acting on behalf of or succeeding to the rights or obligations of Releasee. This Agreement is binding upon Releasor's heirs, executors, representatives, assigns, administrators, and legal representatives.

V.

As further consideration for the value given, Releasor warrants that Releasor is not relying on any other promise or agreement, other than those expressed in this Agreement and Releasor has had an opportunity to have this document reviewed by an attorney.

Releasor further warrants that no other person or entities have or have had any interest in the claims, demands, obligations, or causes of action referred to in this Agreement; that Releasor has the sole right and exclusive authority to execute this Agreement and receive the consideration described as Releasor's sole and separate property. Releasor warrants that no sale, assignment, transfer, or other conveyance of any claims or rights to claims has occurred and that no person or entity has a subrogated interest or lien on the amount to be paid. Releasor agrees to indemnify, defend, pay defense costs and attorney's fees, and hold harmless Releasee from any claim or cause of action raised by any person or entity claiming to have the right to any legal remedy arising out of or related to the Event.

VI.

The parties understand and acknowledge that this Agreement is governed by and construed in accordance with the laws of the State of Wyoming. Furthermore, the parties hereby acknowledge and agree that any lawsuit brought regarding this Agreement shall be brought in the appropriate court in Sheridan County, and the parties submit to the personal jurisdiction of the appropriate court in Sheridan County, Wyoming and waive any objections to jurisdiction and venue in such court.

If any party to this Agreement becomes involved in a dispute or controversy, including, but not limited to, arbitration, mediation, or litigation, arising out of this Agreement, or the enforcement or performance of it, then the prevailing party in such dispute or controversy, or in a separate suit, shall be entitled to their reasonable costs and

expenses incurred in connection with such dispute or controversy, including expert witness fees and attorneys' fees, which costs and expenses shall be deemed to have accrued on the commencement of such dispute or controversy, and shall include consultation expenses and fees. The parties agree that the prevailing party shall recover the reasonable amount of all such expenses and fees incurred.

This Agreement may be executed by the parties in separate counterparts which, when taken together, shall constitute a fully executed agreement. This Agreement may be executed and delivered by facsimile or electronic transmission, with any party causing a facsimile or electronic copy bearing such party's signature to be sent by facsimile or electronically being deemed to have executed and delivered an original Agreement.

DATED this 22 **day of** May **2024.**

Releasor:

Karo Hamilton

Karo Hamilton

City of Sheridan:

Richard Bridger, Mayor

ATTEST:

Cecilia Good, City Clerk

Battle Scarred Services LLC
951 Werco Ave
Sheridan, WY 82801 US
+1 3077633017
lee@Battlescarredservices.com

Estimate 1378

BATTLE SCARRED
Services

ADDRESS
Karo Hamilton
1050 N SHERIDAN AVE
Sheridan, WY 82801

DATE	TOTAL
05/07/2024	**$490,518.20**

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Print Design		1	1,750.00	1,750.00
	Dirt Work		1	45,674.50	45,674.50
	Plumbing		1	21,642.00	21,642.00
	New Concrete Foundation		1	28,720.00	28,720.00
	Framing	Framing New Construction Buildings or Additions this is for framing, house, garage, and porches.	2,409	13.00	31,317.00
	Hvac Cost		1	21,038.56	21,038.56
	Roof Labor		45	250.00	11,250.00
	Window Material		1	5,072.95	5,072.95
	New Standard Size Window Installation	Installing new standard sized windows.	6	200.00	1,200.00
	New Entry Door Installation	Installing entry doors on new construction homes or additions.	4	300.00	1,200.00
	Electrical		1	22,500.00	22,500.00
	Wall Insulation		1	16,633.80	16,633.80
	New Drywall	Installing new drywall in a new construction building or addition.	1	14,800.00	14,800.00
	Painting Allowance		1	15,000.00	15,000.00
	kitchen cabinets allowance		1	25,000.00	25,000.00
	Vanities		1	2,500.00	2,500.00
	Cabinet Instulation	Installing New Cabinets	17	200.00	3,400.00
	New Vinyl Flooring Installation	Installing new vinyl flooring in a new construction building or addition.	4	1,381.63	5,526.52

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	New Carpet Installation	Installing new carpet in new construction buildings or additions.	1	4,250.00	4,250.00
	Carpet Material		1	5,100.00	5,100.00
	Lvp Flooring Material		7	1,430.00	10,010.00
	New Interior Door Installation	Installing interior doors ina new constuction building or addition.	12	100.00	1,200.00
	New Indoor Trim Installation	Installing new trim in a new construction building or an addition.	1,512	7.00	10,584.00
	Shelving Installation		1	2,500.00	2,500.00
	Counter Tops		1	5,850.00	5,850.00
	Appliance Budget		1	10,000.00	10,000.00
	Misc Material	Toilet paper holders, mirrors, medicine cabinets, doorknobs, cabinet hardware, ETC	1	6,000.00	6,000.00
	Misc Labor	For installing Misc material.	1	5,000.00	5,000.00
	New Wood Siding Installation	Installing new wood siding to a new construction building or addition.	26	550.00	14,300.00
	New Fascia Installation	Installing new fascia on new construction buildings or additions for moisture protection.	2	287.00	574.00
	New Soffit Instalation	Installing brand new soffit to homes or buildings for adequate ventilation.	10	200.00	2,000.00
	New Gutter Installation		13	100.00	1,300.00
	Deck Labor		329	6.00	1,974.00
	Sidewalks and Driveway Concrete		1	12,000.00	12,000.00
	LandScaping Cost		1	20,000.00	20,000.00
	Fencing		1	8,000.00	8,000.00
	Material	Knecht home center	1	95,650.87	95,650.87

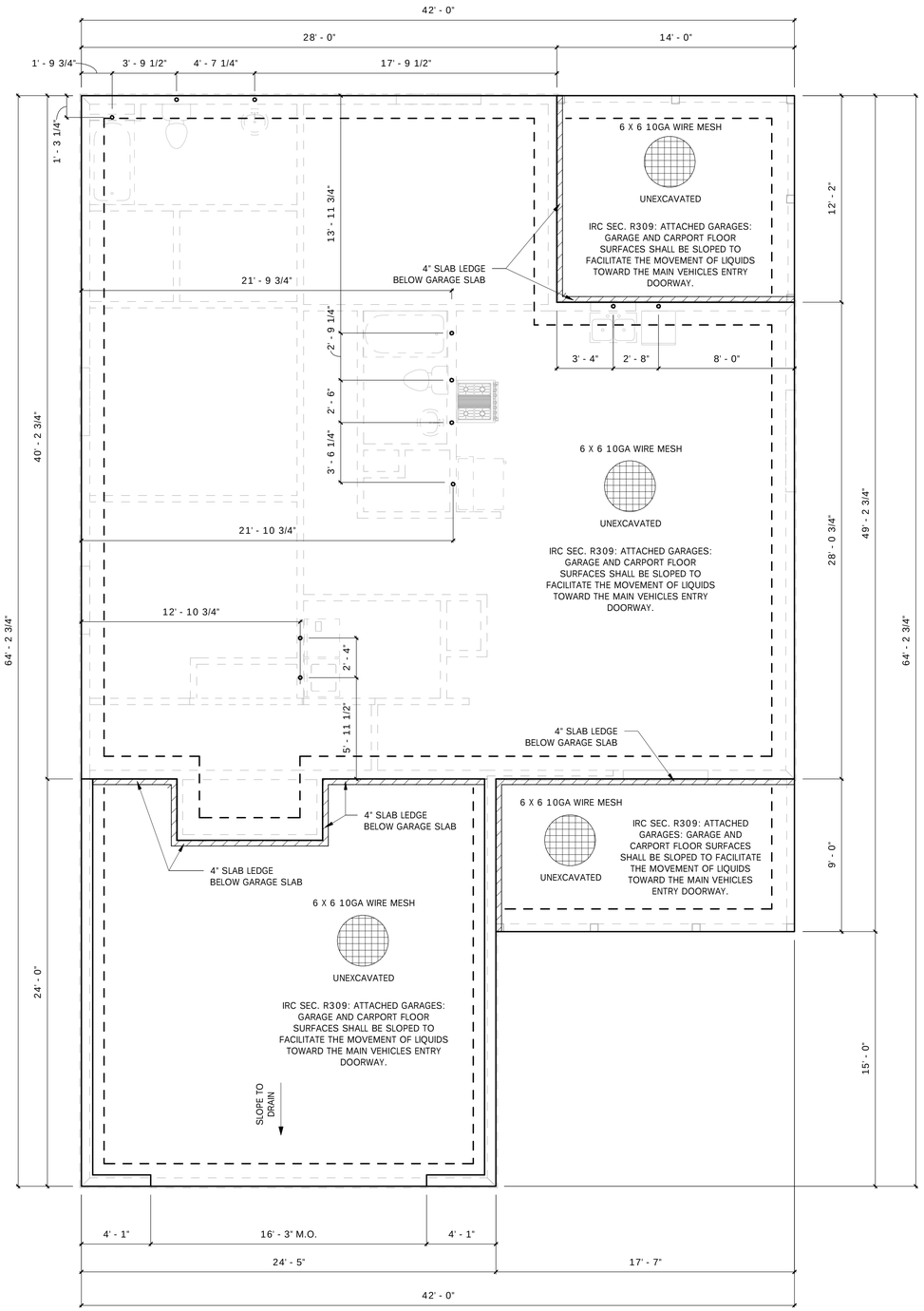
1.Prices may very if not locked in within 14 days
2.Anything extra not stated above may result in a extra charge
3.All Invoices must be paid on agreed terms
4. If invoices are not paid on agreed terms a 10% late fee will be added on every week until paid.
5. A 70% Deposit is required before any material is ordered.
6. Prices may vary by 30% based on the job.
7. If paying by card, there will be a 3.5% convenience fee that will be added to the total bill.

SUBTOTAL	490,518.20
TAX	0.00
TOTAL	$490,518.20

THANK YOU.

Accepted By

Accepted Date



FOUNDATION PLAN
1/4" = 1'-0"

1

N

NOTE:
THIS GENERIC FOUNDATION PLAN IS DESIGNED FOR NON EXPANSIVE SOILS WITH A BEARING CAPACITY OF AT LEAST 2500 PSF. MADDEN HOME DESIGN IS NOT AN ENGINEER AND RECOMMENDS THAT A PROFESSIONAL ENGINEER BE CONSULTED FOR YOUR SPECIFIC LOT AS THE DESIGNER HAS NOT BEEN PROVIDED ANY INFORMATION BY THE CLIENT REGARDING THE BEARING CAPACITY OF THE SOILS FOR THIS LOT AND ASSUMES NO RESPONSIBILITY FOR THE STRUCTURAL PERFORMANCE OF THIS DESIGN.

NOTE: DO NOT FORM UP USING TWIS SWEET. USE AI.O

FOUNDATION GENERAL NOTES
THIS GENERIC FOUNDATION PLAN IS DESIGNED FOR NON EXPANSIVE SOILS WITH A BEARING CAPACITY OF AT LEAST 2500 PSF AND AN EFFECTIVE FRICTION ANGLE OF NO LESS THAN 30°. THIS PLAN IS NOT CERTIFIED FOR A SPECIFIC LOCATION. RECOMMENDED SITE GEOTECHNICAL INVESTIGATION AND COORDINATION OF THE FOUNDATION PLAN WITH SITE CONDITIONS BY A LOCAL ENGINEERING FIRM.

1. CONCRETE SHOULD HAVE MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS CONCRETE DESIGN MIX SHOULD BE IN ACCORDANCE WITH ACI -318 (LATEST VERSION).
2. ALL CONVENTIONAL REINFORCING STEEL SHALL MEET ASTM-A615 (GRADE 60). REINFORCING STEEL SHALL BE DETAILED AND ACCESSORIES PROVIDED IN ACCORDANCE WITH THE LATEST "ACI MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES"
3. REINFORCEMENT SHALL HAVE 3" COVER IN THE GRADE BEAM BOTTOMS, 3" COVER IN THE BEAM SIDES AND TOP, 1-1/2" COVER IN THE SLAB TOPS AND THE BOTTOMS, UNLESS NOTED OTHERWISE
4. 1 LAYER OF 6 MIL POLYETHYLENE VAPOR BARRIER.
5. CONCRETE SHALL BE WELL CONSOLIDATED.
6. THE CONTRACTOR SHALL VERIFY ALL DROPS, OFF-SET, BRICK LEDGES, AND BLOCK OUTS AN ARCHITECTURAL PLANS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES THAT MAY EXIST.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF THE STRUCTURAL DRAWINGS WITH ALL OTHER DRAWINGS.
8. ALTERATION TO OR Deviation FROM THE INFORMATION SHOWN ON THIS SHEET WITHOUT THE WRITTEN ADVANCED APPROVAL FROM THE ENGINEER WILL VOID DESIGNERS RESPONSIBILITY.
9. THIS PLAN IS FOR GRADE BEAM LOCATION AND REBAR LAYOUT ONLY.
10. ALL SUBGRADE FILL SHALL BE SELECT GRANULAR MATERIAL COMPACTED TO 95% MODIFIED PROCTOR DENSITY IN A MAXIMUM OF 6" LIFTS.
11. A MINIMUM OF 4" OF CONCRETE SHALL BE MAINTAINED THROUGHOUT THE ENTIRE SLAB.
12. ALL RUNOFF WATER SHALL BE CARRIED AWAY FROM THE SLAB TO PREVENT SATURATION OF THE SUBBASE.
13. ALL TREES WITHIN CLOSE PROXIMITY SHALL BE MOVED TO PREVENT THE ROOTS FROM EXTENDING UNDER THE SLAB.
14. REMOVE A MINIMUM OF 6" OF EXISTING SOIL PRIOR TO PLACING ANY FILL.
15. A MAXIMUM OF 2.0 FEET TO FILL MAY BE PLACED ON THE SITE.
16. FOLLOW REQUIREMENTS OF LOCAL JURISDICTIONS FOR REQUIRED DEPTH TO FROST LINE. CONTACT ENGINEER SHOULD REQUIREMENTS EXCEED THE LIMITS OF THIS DESIGN
17. NO FIELD SUPERVISION PROVIDED UNDER THIS SEAL UNLESS OTHERWISE NOTED.

*ASSUMED 0.5 SF OF NET FREE AREA PER VENT - FIELD VERIFY
**MINIMUM ONE VENT WITHIN 3'-0" OF EACH CORNER AND ONE VENT EACH SIDE OF STRUCTURE

(3) 2x12 GIRDER
(3) 2x12 FLUSH GIRDER
8" CMU PIER

CRAWL SPACE VENTILATION REQUIREMENTS PER IRC R408	
CRAWL AREA	2448 SF
FORMULA	1/300 SF REQD VENT AREA
S.F. VENTS REQUIRED	8.1
* VENTS NEEDED	17

NOTE:
ALL EXTERIOR GRADE BEAMS TO EXTEND BELOW UNDISTURBED SOIL A MINIMUM OF 12".

WALL LEGEND

INTERIOR SPACES TO BE FINISHED WITH PAINTED 5/8" GYP. BOARD.
SEE EXTERIOR ELEVATIONS FOR EXTERIOR FINISHES

8" CONCRETE W/ 2X4 STUD FURRING
2X4 STUD FRAMING
8" CONCRETE
8" CONCRETE W/ 2X6 STUD FURRING
2X6 STUD FRAMING

DATE	ISSUE/REVISION

OUTLET SYMBOLS LEGEND

CEILING	WALL	FLOOR	
			DUPLEX
GFI	GFI	GFI	DUPLEX - GFCI
			DUPLEX - HALF SWITCHED
			DUPLEX - FULLY SWITCHED
			DUPLEX - DEDICATED
			240v DUPLEX
			SINGLEPLEX
			TRIPLEX
			QUADPLEX
			PHONE
			DATA
			DATA/PHONE
			SPEAKER CONNECT
			2 SPEAKER CONNECT
			AUDIO JACK
CR	CR		CABLE RUN
TV	TV		CABLE TV JACK

OUTLET ABBREVIATIONS

CT	COOKTOP
D	DRYER
DW	DISH WASHER
FUR	FURNACE
GA	GARAGE
GD	GARBAGE DISPOSAL
GFI	GROUND FAULT INTERRUPTER
H	HOOD
MW	MICROWAVE
OV	OVEN
R	RANGE
REF	REFRIDGERATOR
PR	PROJECTOR
USB	OUTLET W/ USB PORTS
W	WASHER
WH	WATER HEATER
WP	WEATHER PROOF
WS	WATER SOFTENER

OTHER SYMBOLS LEGEND

CEILING	WALL	
SP	SP	SPEAKER
	SUB	SPEAKER - SUBWOOFER
SC	SC	SECURITY CAMERA
J	J	J-BOX
SM	SM	SMOKE DETECTOR
WIFI	WIFI	WiFi REPEATER
		DOOR BELL
CH	CH	DOOR BELL CHIMES
	HB	HOSE BIBB
	GB	GAS BIBB
		GAS KEY
ELEC	ELEC	ELECTRICAL PANEL

GENERAL NOTES

- ALL DIMENSIONS ARE FROM FACE-OF-STUD, FACE-OF-BLOCK, OR FACE-OF-CONCRETE TO FACE-OF-CONCRETE (U.N.O.).
- ALL FINISH MATERIALS NOT SPECIFIED TO BE COORDINATED WITH OWNER AND/OR ARCHITECT.
- PROVIDE SOLID BLOCKING BEHIND ALL FIXTURES AND WALL MOUNTED ACCESSORIES.
- PROVIDE WALL & FLOOR STOPS AT DOORS AS REQUIRED.

SWITCH SYMBOLS LEGEND

	STANDARD
3	3-WAY
4	4-WAY
DIM	DIMMABLE
PH	PHOTOMETRIC
MO	MOTION
3TG	3-TOGGLE
WP	WEATHER PROOF

LIGHT SYMBOLS LEGEND

SURFACE
SURFACE PENDANT
SURFACE PULL CHAIN
SURFACE FAN
SURFACE TRACK
RECESSED CAN
RECESSED SPOT
RECESSED FAN
RECESSED FAN & LIGHT
LINEAR BOX
LINEAR BOX
SCONCE
VANITY SCONCE
FLOOD LIGHT
RECESSED NIGHT LIGHT

PROJECT NO.
DATE
PROJ. MAN. Author
CHECKED BY Checker

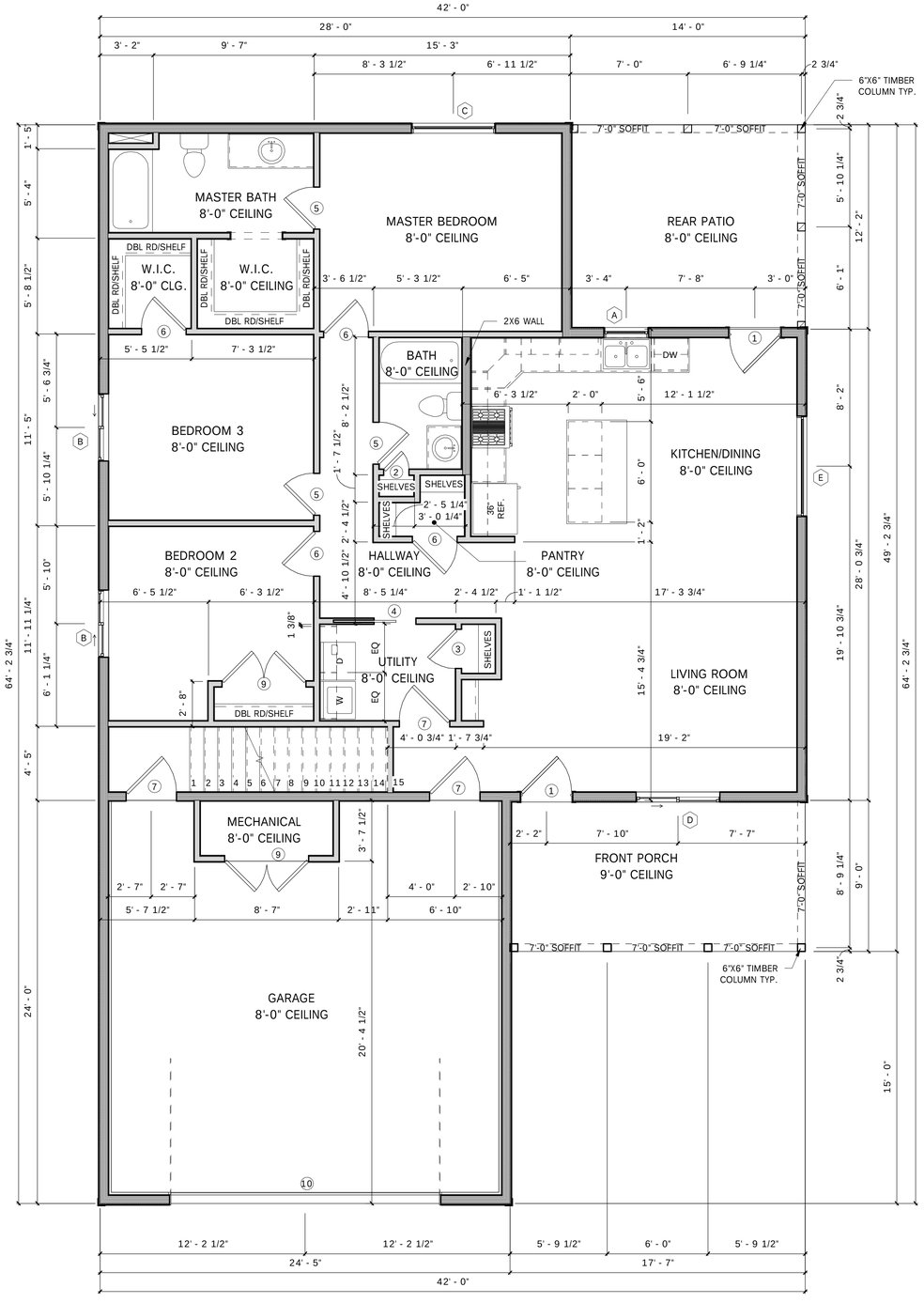
KARO HAMILTON

Schematic Design

FOUNDATION PLAN
SHEET DESCRIPTION

A10
SHEET NUMBER

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First Floor plan
1/4" = 1'-0"

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SQUARE FOOTAGE	
Name	Area
MAIN FLOOR PLAN	1,519.29 SF
BONUS ROOM PLAN	345.34 SF
LIVING	1,864.63 SF
FRONT PORCH	158.25 SF
GARAGE	586.00 SF
REAR PATIO	170.33 SF
NON LIVING	914.58 SF

WINDOW SCHEDULE

Mark	Opening Size		Description	Count
	Opening Width	Opening Height		
A	2' - 8"	3' - 0"	2/2 LITE VINYL SINGLE HUNG WINDOW INSULATED	1
B	4' - 0"	4' - 0"		2
C	5' - 0"	4' - 0"	1 LITE VINYL FXED WNDOW NSULATED	1
D	5' - 0"	4' - 0"		1
E	6' - 0"	4' - 0"	1 LITE VINYL FXED WNDOW NSULATED	1
F	2' - 6"	4' - 0"	2/2 LITE VINYL SINGLE HUNG WINDOW INSULATED	2

WALL LEGEND

INTERIOR SPACES TO BE FINISHED WITH PAINTED 5/8" GYP. BOARD. SEE EXTERIOR ELEVATIONS FOR EXTERIOR FINISHES

8" CONCRETE W/ 2X4 STUD FURRING

2X4 STUD FRAMING

8" CONCRETE

8" CONCRETE W/ 2X6 STUD FURRING

2X6 STUD FRAMING

DOOR SCHEDULE

Count	Type	Dimensions		Material		Finish		Hardware Group	Fire Rating	Remarks
		Width	Height	Door	Frame	Door	Frame			
2	1	3' - 0"	6' - 8"							
1	2	1' - 6"	6' - 8"							
1	3	2' - 4"	6' - 8"							
1	4	2' - 6"	6' - 8"							
3	5	2' - 6"	6' - 8"							
4	6	2' - 8"	6' - 8"							
3	7	3' - 0"	6' - 8"							
2	9	5' - 0"	6' - 8"							
2	10	<varies>	<varies>							

DATE	ISSUE/REVISION

OUTLET SYMBOLS LEGEND

CEILING WALL FLOOR

- DUPLEX
- DUPLEX - GFCI
- DUPLEX - HALF SWITCHED
- DUPLEX - FULLY SWITCHED
- DUPLEX - DEDICATED
- 240v DUPLEX
- SINGLEPLEX
- TRIPLEX
- QUADPLEX
- PHONE
- DATA
- DATA/PHONE
- SPEAKER CONNECT
- 2 SPEAKER CONNECT
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- CABLE TV JACK

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WS	WATER SOFTENER

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- STANDARD
- 3-WAY
- 4-WAY
- DIMMABLE
- PHOTOMETRIC
- MOTION
- 3-TOGGLE
- WEATHER PROOF

LIGHT SYMBOLS LEGEND

- SURFACE
- SURFACE PENDANT
- SURFACE PULL CHAIN
- SURFACE FAN
- SURFACE TRACK
- RECESSED CAN
- RECESSED SPOT
- RECESSED FAN
- RECESSED FAN & LIGHT
- LINEAR BOX
- LINEAR BOX
- SCONCE
- VANITY SCONCE
- FLOOD LIGHT
- RECESSED NIGHT LIGHT

OTHER SYMBOLS LEGEND

CEILING WALL

- SPEAKER
- SPEAKER - SUBWOOFER
- SECURITY CAMERA
- J-BOX
- SMOKE DETECTOR
- WiFi REPEATER
- DOOR BELL
- DOOR BELL CHIMES
- HOSE BIBB
- GAS BIBB
- GAS KEY
- ELECTRICAL PANEL

PROJECT NO.
DATE
PROJ. MAN. Author
CHECKED BY Checker

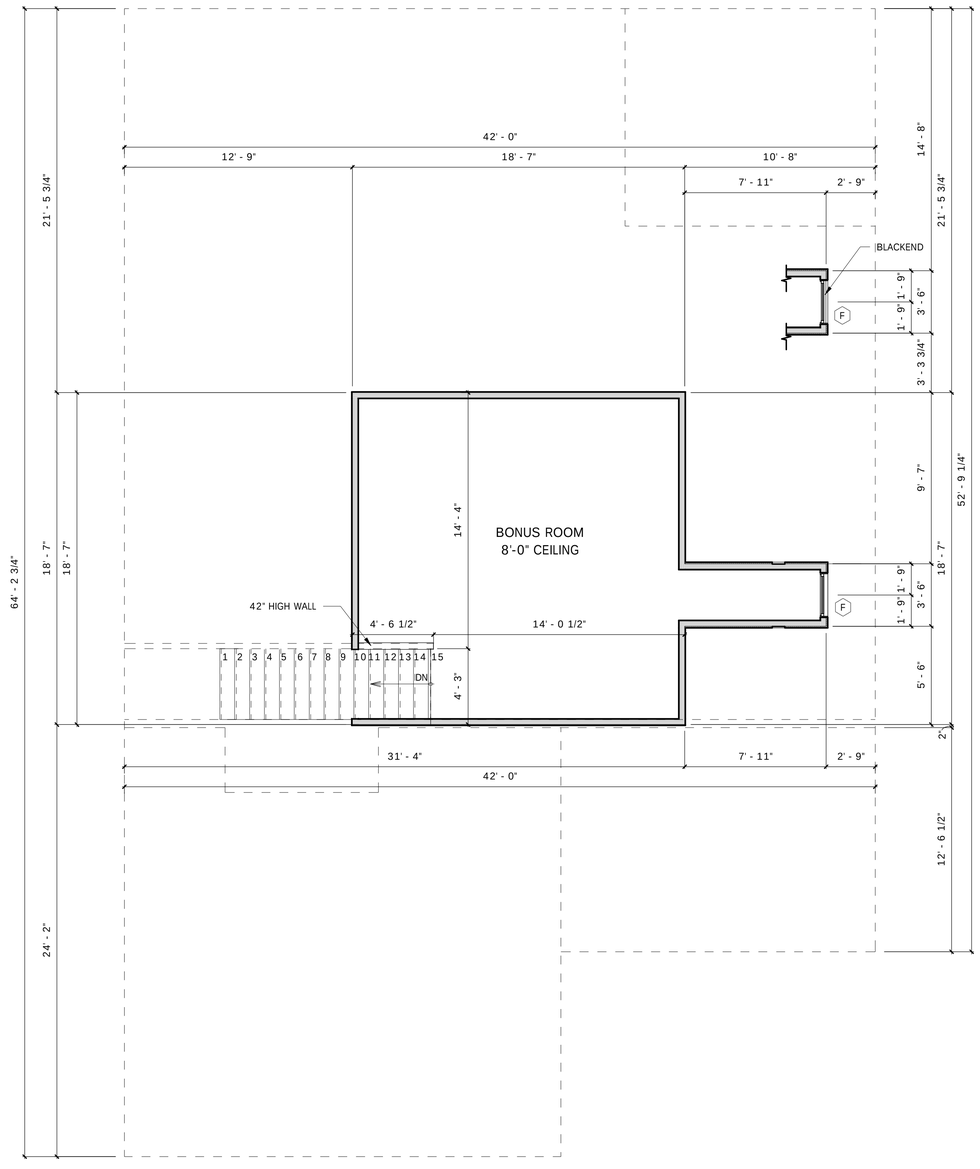
KARO HAMILTON

Schematic Design

MAIN FLOOR PLAN
SHEET DESCRIPTION

A11
SHEET NUMBER

26-04-2024 21:51:37 E:\Oriole_Projects\Rozen Design\00 Residential Projects\Karo Hamilton\02 Working\Karo Hamilton_detached.rvt



Bonus Room Plan
1/4" = 1'-0"

1

N

DATE	ISSUE/REVISION

OUTLET SYMBOLS LEGEND

CEILING	WALL	FLOOR	
			DUPLEX
GFI	GFI	GFI	DUPLEX - GFCI
			DUPLEX - HALF SWITCHED
			DUPLEX - FULLY SWITCHED
			DUPLEX - DEDICATED
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			TRIPLEX
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			PHONE
			DATA
			DATA/PHONE
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			AUDIO JACK
CR	CR		CABLE RUN
TV	TV		CABLE TV JACK

OUTLET ABBREVIATIONS

CT	COOKTOP
D	DRYER
DW	DISH WASHER
FUR	FURNACE
GA	GARAGE
GD	GARBAGE DISPOSAL
GFI	GROUND FAULT INTERRUPTER
H	HOOD
MW	MICROWAVE
OV	OVEN
R	RANGE
REF	REFRIDGERATOR
PR	PROJECTOR
USB	OUTLET W/ USB PORTS
W	WASHER
WH	WATER HEATER
WP	WEATHER PROOF
WS	WATER SOFTENER

GENERAL NOTES

- ALL DIMENSIONS ARE FROM FACE-OF-STUD, FACE-OF-BLOCK, OR FACE-OF-CONCRETE TO FACE-OF-CONCRETE (U.N.O.).
- ALL FINISH MATERIALS NOT SPECIFIED TO BE COORDINATED WITH OWNER AND/OR ARCHITECT.
- PROVIDE SOLID BLOCKING BEHIND ALL FIXTURES AND WALL MOUNTED ACCESSORIES.
- PROVIDE WALL & FLOOR STOPS AT DOORS AS REQUIRED.

SWITCH SYMBOLS LEGEND

	STANDARD
3	3-WAY
4	4-WAY
DIM	DIMMABLE
PH	PHOTOMETRIC
MO	MOTION
3TG	3-TOGGLE
WP	WEATHER PROOF

LIGHT SYMBOLS LEGEND

	SURFACE
P	SURFACE PENDANT
	SURFACE PULL CHAIN
	SURFACE FAN
	SURFACE TRACK
	RECESSED CAN
	RECESSED SPOT
	RECESSED FAN
	RECESSED FAN & LIGHT
	LINEAR BOX
	LINEAR BOX
	SCONCE
	VANITY SCONCE
	FLOOD LIGHT
	RECESSED NIGHT LIGHT

OTHER SYMBOLS LEGEND

CEILING	WALL	
SP		SPEAKER
	SUB	SPEAKER - SUBWOOFER
SC	SC	SECURITY CAMERA
J	J	J-BOX
	SM	SMOKE DETECTOR
	WIFI	WiFi REPEATER
		DOOR BELL
	CH	DOOR BELL CHIMES
	HB	HOSE BIBB
	GB	GAS BIBB
		GAS KEY
	ELEC	ELECTRICAL PANEL

SQUARE FOOTAGE	
Name	Area
MAIN FLOOR PLAN	1,519.29 SF
BONUS ROOM PLAN	345.34 SF
LIVING	1,864.63 SF
FRONT PORCH	158.25 SF
GARAGE	586.00 SF
REAR PATIO	170.33 SF
NON LIVING	914.58 SF

WINDOW SCHEDULE

Mark	Opening Size		Description	Count
	Opening Width	Opening Height		
A	2' - 8"	3' - 0"	2/2 LITE VINYL SINGLE HUNG WINDOW INSULATED	1
B	4' - 0"	4' - 0"		2
C	5' - 0"	4' - 0"	1 LITE VINYL FXED WNDOW NSULATED	1
D	5' - 0"	4' - 0"		1
E	6' - 0"	4' - 0"	1 LITE VINYL FXED WNDOW NSULATED	1
F	2' - 6"	4' - 0"	2/2 LITE VINYL SINGLE HUNG WINDOW INSULATED	2

WALL LEGEND

INTERIOR SPACES TO BE FINISHED WITH PAINTED 5/8" GYP. BOARD.
SEE EXTERIOR ELEVATIONS FOR EXTERIOR FINISHES

8" CONCRETE

8" CONCRETE W/ 2X4 STUD FURRING

2X4 STUD FRAMING

8" CONCRETE W/ 2X6 STUD FURRING

2X6 STUD FRAMING

DOOR SCHEDULE

Count	Type	Dimensions		Material		Finish		Hardware Group	Fire Rating	Remarks
		Width	Height	Door	Frame	Door	Frame			
2	1	3' - 0"	6' - 8"							
1	2	1' - 6"	6' - 8"							
1	3	2' - 4"	6' - 8"							
1	4	2' - 6"	6' - 8"							
3	5	2' - 6"	6' - 8"							
4	6	2' - 8"	6' - 8"							
3	7	3' - 0"	6' - 8"							
2	9	5' - 0"	6' - 8"							
2	10	<varies>	<varies>							

PROJECT NO.
DATE
PROJ. MAN. Author
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KARO HAMILTON

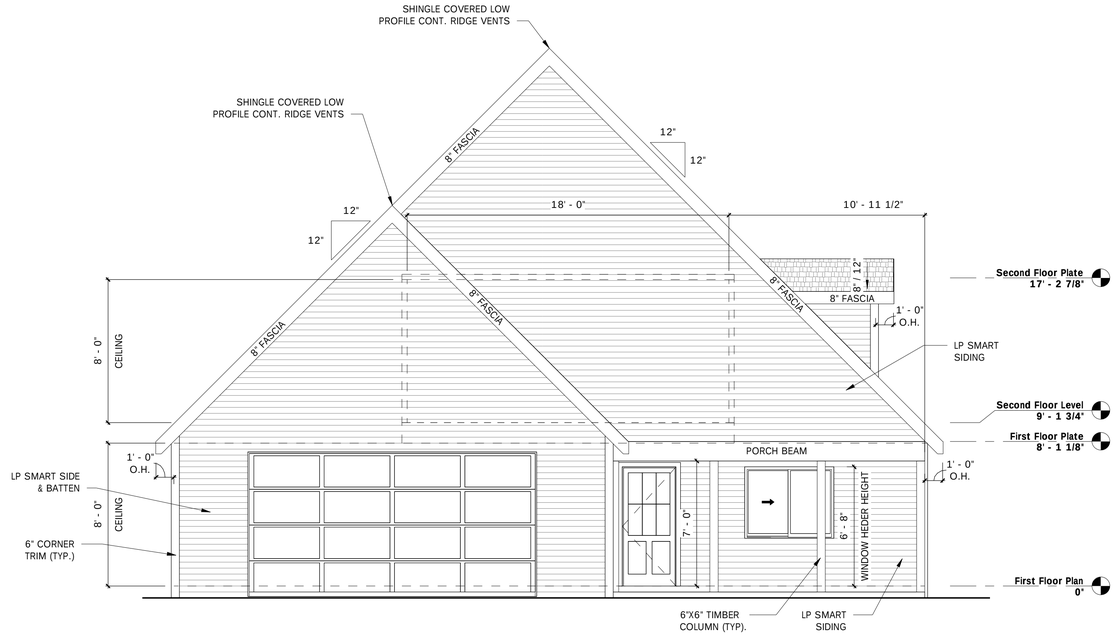
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BONUS ROOM PLAN
SHEET DESCRIPTION

A12
SHEET NUMBER

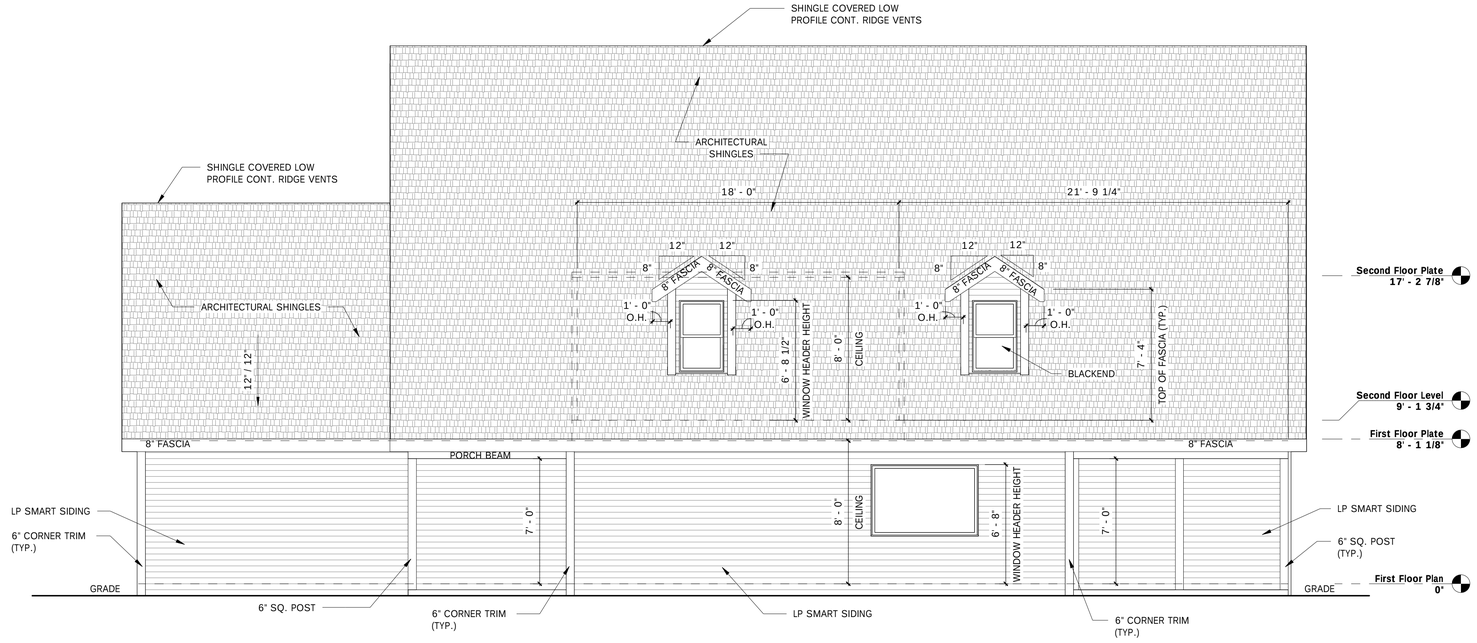
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DATE	ISSUE/REVISION



Front Elevation
1/4" = 1'-0"

1



West Elevation
1/4" = 1'-0"

2

GENERAL NOTES

- ROOF MATERIAL SHALL BE 30-YEAR ARCHITECTURAL ASPHALT SHINGLES OVER ONE LAYER 30 # ASPHALT FELT PAPER (ICE AND WATER SHIELD FIRST 4'-0" @ ALL EAVES) AND SOLID ROOF SHEATHING. (REFERENCE STRUCT. FOR SHEATHING INFORMATION).
- ROOF OVERHANGS SHALL BE AS DIMENSIONED ON ROOF PLAN.
- ALL ATTIC VENTS, PLUMBING VENTS, AND CAPS SHALL BE PAINTED TO MATCH COLOR OF ROOF MATERIAL AND SHALL BE HIDDEN ON BACK SIDE OF ROOF AND BEHIND RIDGES WHERE POSSIBLE.
- PROVIDE ATTIC VENTILATION @ 1 SQ. FT. PER 150 SQ. FT. OF ATTIC AREA BY MEANS OF EQUALLY SPACED EAVE VENTS WITH 1/4" X 1/4" GALVANIZED MESH SCREEN AND ROOF VENTS OR PREFABRICATED GABLE END ATTIC VENTS AS INDICATED ON EXTERIOR ELEVATIONS.
- PROVIDE SOLID BLOCKING AT ALL RIDGES, EAVES, AND AT MIDSPAN OF ALL (RAFTER/TRUSS) LOCATIONS AS REQUIRED.
- ALL CONNECTORS TO BE "SIMPSON" OR EQUAL AND INSTALLED AS PER MANUFACTURER SPECIFICATIONS.
- USE 24 GA. GALVANIZED FLASHING AS REQUIRED.

PROJECT NO.	
DATE	
PROJ. MAN.	Author
CHECKED BY	Checker

KARO HAMILTON

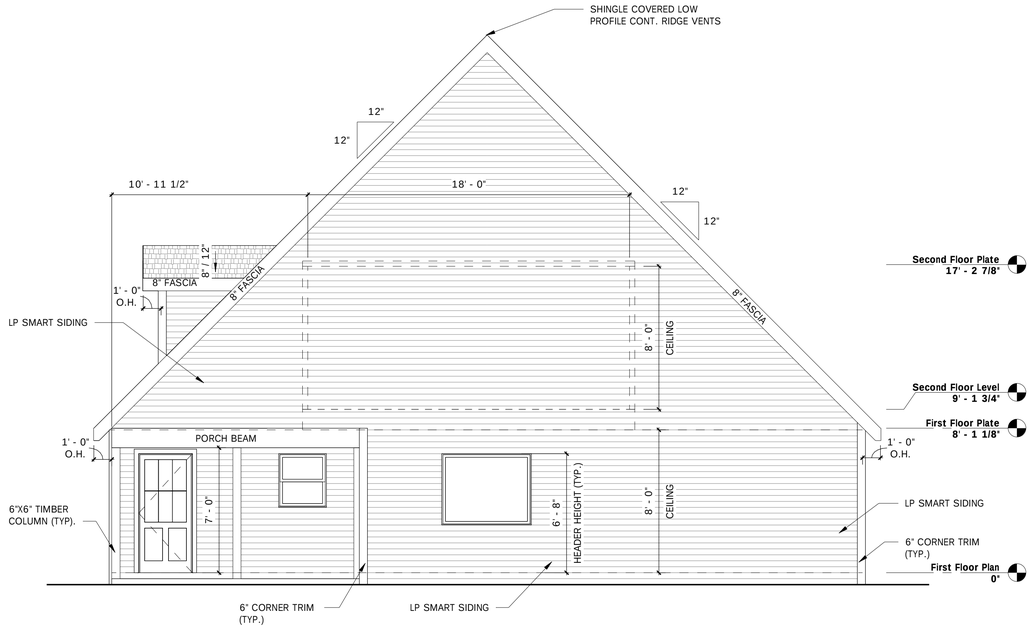
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EXTERIOR ELEVATIONS
SHEET DESCRIPTION

A30
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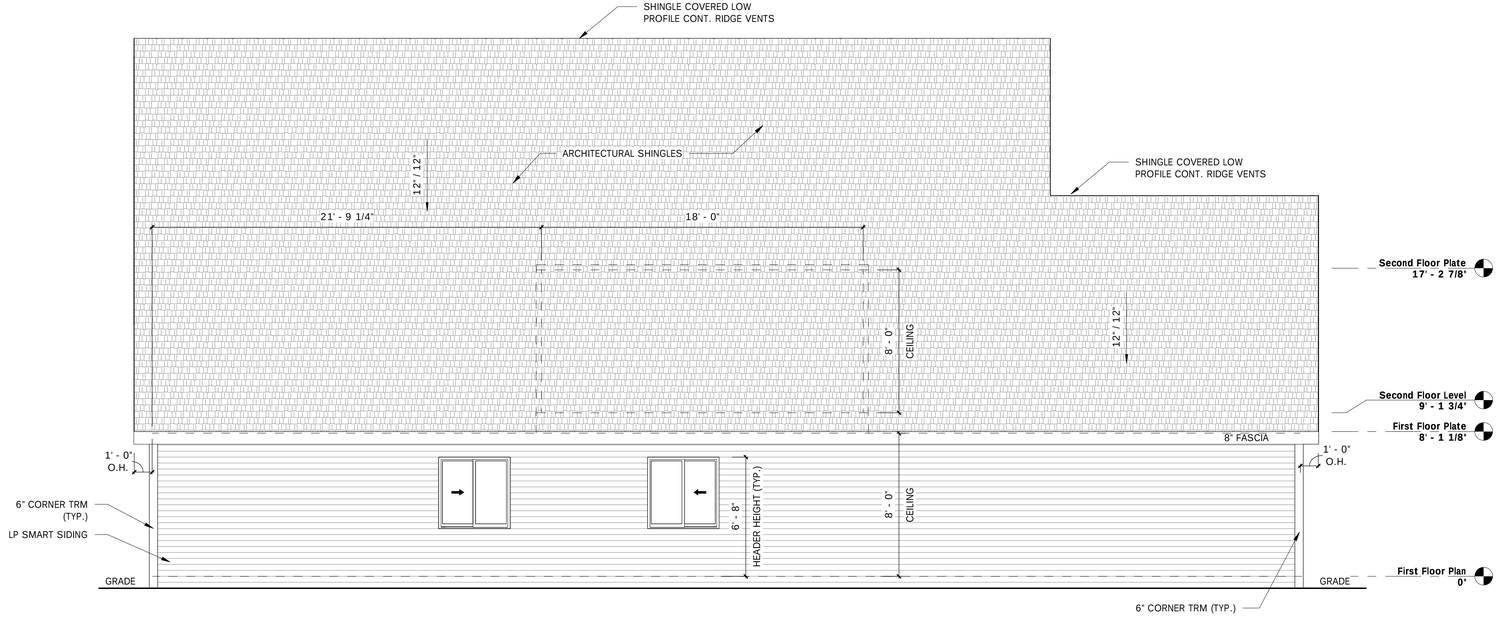
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DATE	ISSUE/REVISION



North Elevation
1/4" = 1'-0"

1



East Elevation
1/4" = 1'-0"

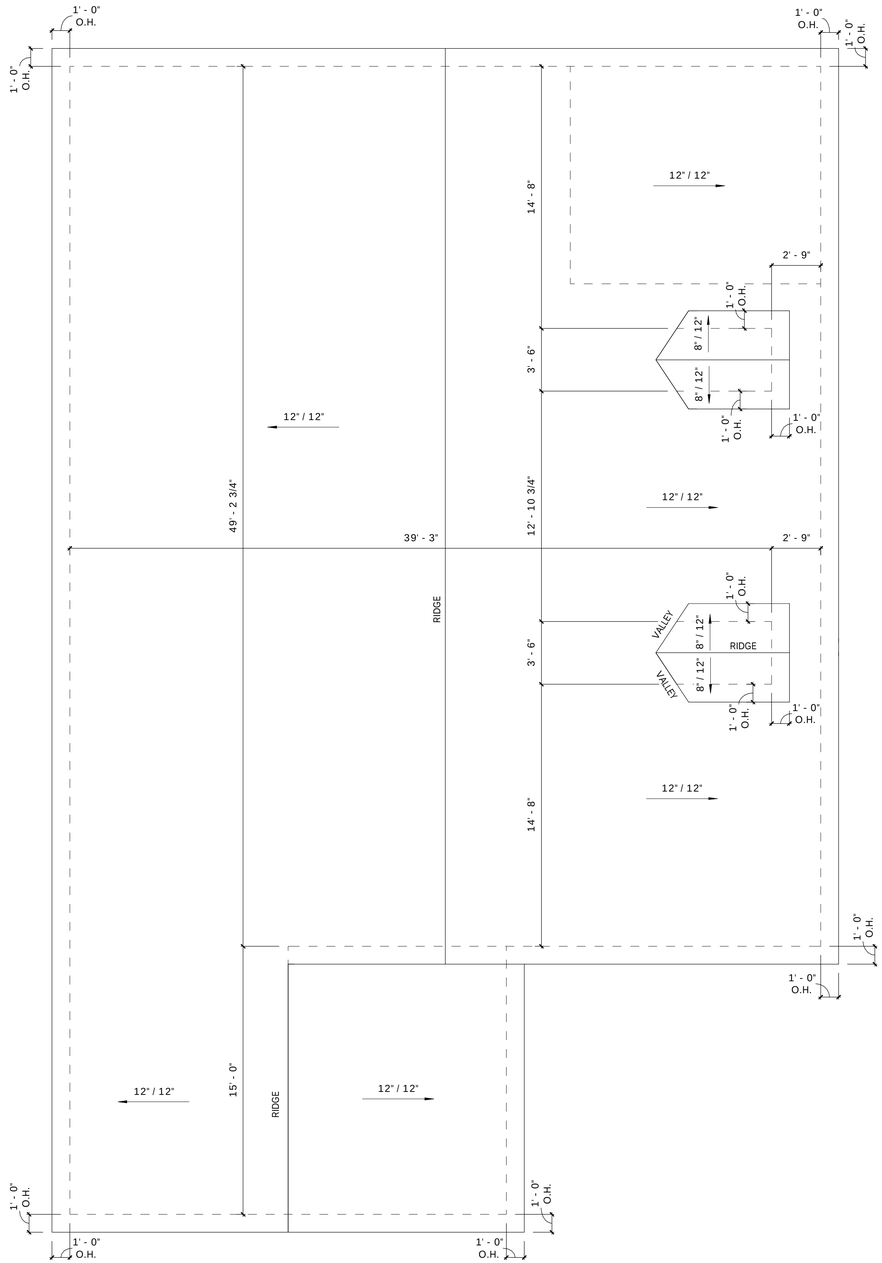
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GENERAL NOTES

- ROOF MATERIAL SHALL BE 30-YEAR ARCHITECTURAL ASPHALT SHINGLES OVER ONE LAYER 30 # ASPHALT FELT PAPER (ICE AND WATER SHIELD FIRST 4'-0" @ ALL EAVES) AND SOLID ROOF SHEATHING. (REFERENCE STRUCT. FOR SHEATHING INFORMATION).
- ROOF OVERHANGS SHALL BE AS DIMENSIONED ON ROOF PLAN.
- ALL ATTIC VENTS, PLUMBING VENTS, AND CAPS SHALL BE PAINTED TO MATCH COLOR OF ROOF MATERIAL AND SHALL BE HIDDEN ON BACK SIDE OF ROOF AND BEHIND RIDGES WHERE POSSIBLE.
- PROVIDE ATTIC VENTILATION @ 1 SQ. FT. PER 150 SQ. FT. OF ATTIC AREA BY MEANS OF EQUALLY SPACED EAVE VENTS WITH 1/4" X 1/4" GALVANIZED MESH SCREEN AND ROOF VENTS OR PREFABRICATED GABLE END ATTIC VENTS AS INDICATED ON EXTERIOR ELEVATIONS.
- PROVIDE SOLID BLOCKING AT ALL RIDGES, EAVES, AND AT MIDSPAN OF ALL (RAFTER/TRUSS) LOCATIONS AS REQUIRED.
- ALL CONNECTORS TO BE "SIMPSON" OR EQUAL AND INSTALLED AS PER MANUFACTURER SPECIFICATIONS.
- USE 24 GA. GALVANIZED FLASHING AS REQUIRED.

	PROJECT NO.
	DATE
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KARO HAMILTON	Schematic Design
EXTERIOR ELEVATIONS SHEET DESCRIPTION	A31 SHEET NUMBER

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ROOF PLAN
1/4" = 1'-0"

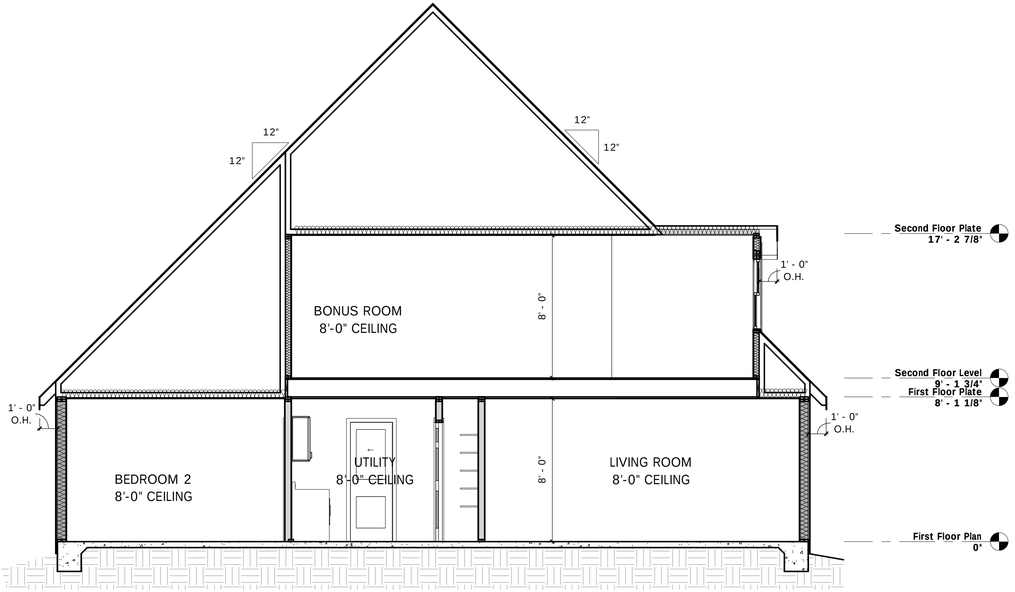
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DATE	ISSUE/REVISION

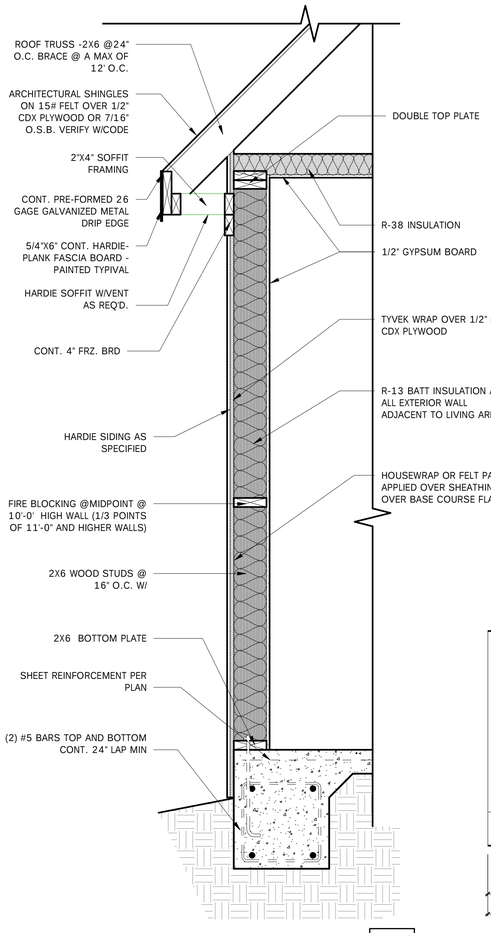
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	PROJ. MAN. Author
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KARO HAMILTON	Schematic Design
ROOF PLAN SHEET DESCRIPTION	A32 SHEET NUMBER

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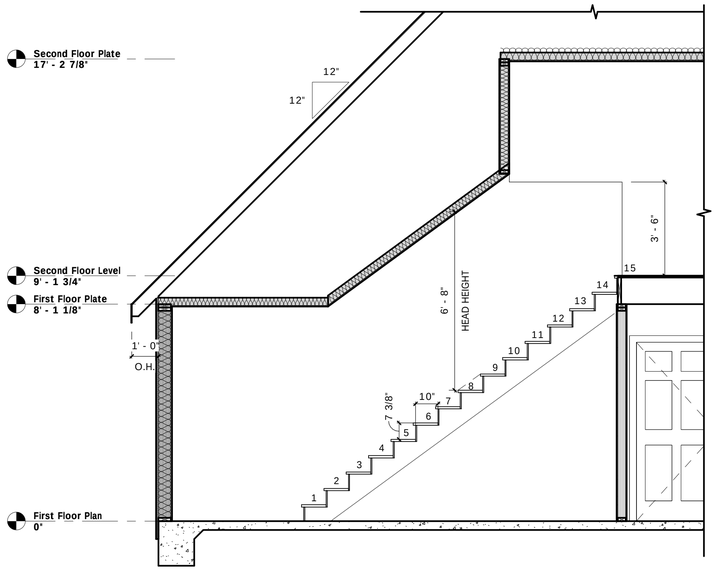
DATE	ISSUE/REVISION



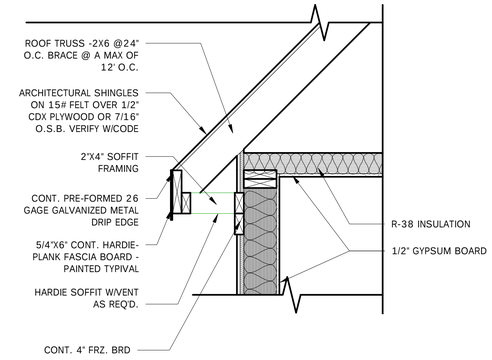
BUILDING SECTION
1/4" = 1'-0"
1



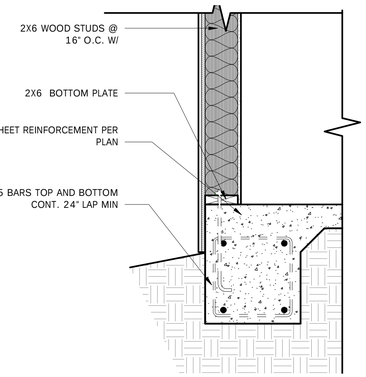
TYPICAL WALL SECTION HARDIE-PLANK SIDING
1" = 1'-0"
3



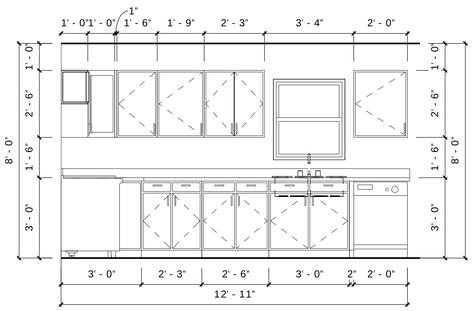
STAIR SECTION
3/8" = 1'-0"
2



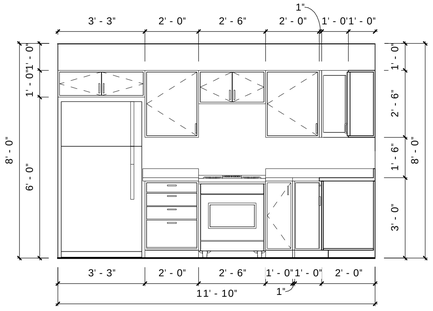
EAVE DETAIL - BELL ROOF
1" = 1'-0"
4



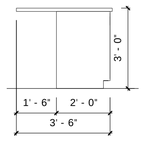
HARDI EXTERIOR FOOTING
1" = 1'-0"
5



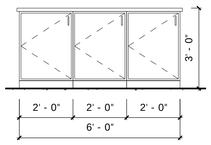
Elevation
3/8" = 1'-0"
6



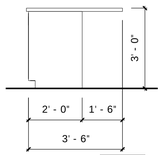
Elevation
3/8" = 1'-0"
7



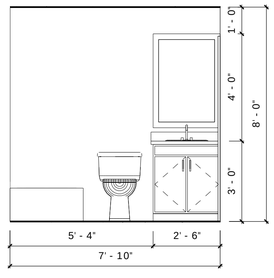
Elevation
3/8" = 1'-0"
8



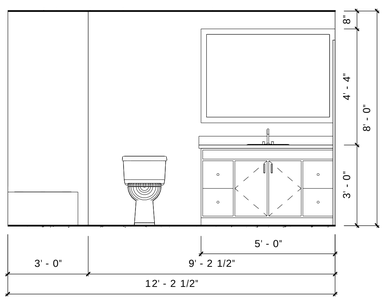
Elevation
3/8" = 1'-0"
9



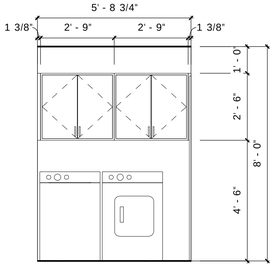
Elevation
3/8" = 1'-0"
10



Elevation
3/8" = 1'-0"
11



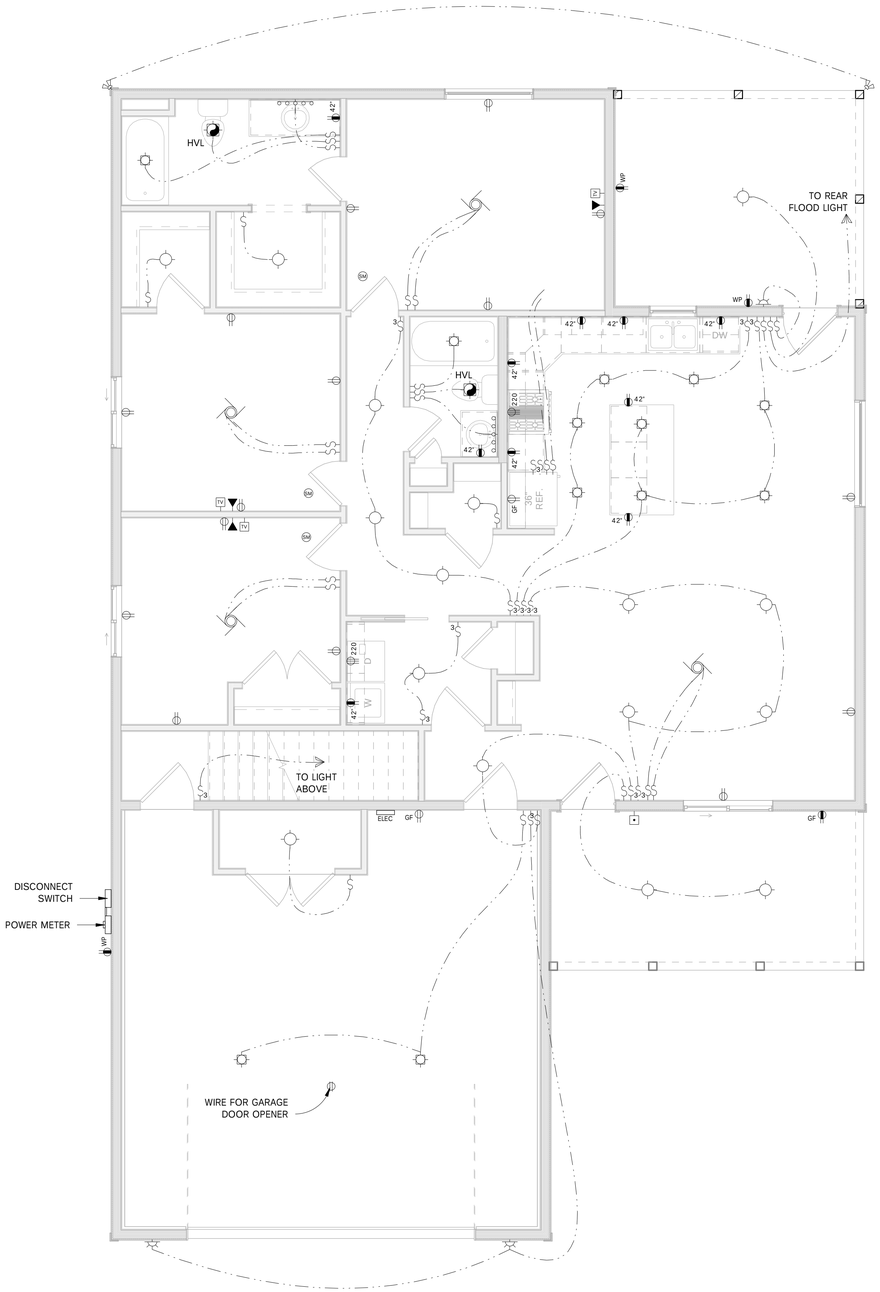
Elevation
3/8" = 1'-0"
12



Elevation
3/8" = 1'-0"
13

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	DATE
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KARO HAMILTON	Schematic Design
SECTIONS & DETAILS SHEET DESCRIPTION	A40 SHEET NUMBER

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MAIN FLOOR ELECTRICAL PLAN
1/4" = 1'-0"

1

PRE-WIRE FOR THE FOLLOWING

- CABLE VISION *ONE OUTLET PER ROOM MINIMUM*
- SECURITY SYSTEM - COORDINATE W/ OWNER
- COORDINATE ELECTRICAL SYSTEM WITH MECHANICAL CONTRACTOR
- ALL WIRING TO DE COPPER MIN. 12/2 W/ GROUND
- VERIFY LOCATION OF FLOOR OUTLETS IN FAMILY ROOM
- PROVIDE 110 V OUTLET FOR GARAGE DISPOSAL UNDER KITCHEN SINK
- PROVIDE 1IOV OUTLET FOR WHIRLPOOL TUB MOTOR UNDER WHIRLPOOL TUB IN MASTER BATH IF APPLICABLE
- PROVIDE 220V OUTLET FOR CLOTHES DRYER
- COORDINATE SURROUND SYSTEM W/ OWNER

ELECTRICAL NOTES:

- MAIN FEED INTO HOUSE TO BE TRENCHED UNDERGROUND FROM SUPPLY POLE TO METER THEN MAIN DISCONNECT OUTSIDE.
- ALL SMOKE DETECTORS TO BE ELECTRIC POWERED WITH BATTERY BACKUP AND WIRED TO SET ALL ALARMS OFF IF ONE IS TRIPPED.
- ALL EXTERIOR, KITCHEN, AND BATH OUTLETS TO BE GROUND FAULT CIRCUIT INTERRUPT EQUIPPED AND ON A SEPARATE CIRCUIT.
- ELECTRICAL DISCONNECTS ARE TO BE AT A/C UNIT, CONDENSING UNIT, AND WATER HEATER.
- HEAT VENT LIGHTS ARE TO BE ON A SEPARATE CIRCUIT.
- OUTLETS, INCLUDING PHONE AND CABLE, MAY BE ADDED OR CHANGED UPON OWNERS REQUEST.
- ELECTRICAL CONTRACTOR TO VERIFY EQUIPMENT TYPE AND SIZE.
- INSTALL LIGHTS IN ATTIC SPACE W/ SWITCH AT FOOT OF DISP. STAIRS
- ELECTRICAL SERVICE TO BE A 42 CIRCUIT 200 AMP MAIN LOCATED IN THE UTILITY.
- HOUSE TO BE WIRED FOR A SECURITY SYSTEM.
- ALL KITCHEN OUTLETS ARE TO BE GFI EXCEPT APPLIANCE OUTLETS NOT EASILY ACCESSIBLE.
- ARC FAULT BREAKERS ARE TO BE USED IN ALL BEDROOMS.
- IF GAS FIRED APPLIANCES ARE USED IN HOME, CARBON MONOXIDE ALARMS ARE NEEDED (IRC R3I5).

DATE	ISSUE/REVISION

OUTLET SYMBOLS LEGEND

CEILING	WALL	FLOOR	
			DUPLEX
GFI	GFI	GFI	DUPLEX - GFCI
			DUPLEX - HALF SWITCHED
			DUPLEX - FULLY SWITCHED
			DUPLEX - DEDICATED
			240v DUPLEX
			SINGLEPLEX
			TRIPLEX
			QUADPLEX
			PHONE
			DATA
			DATA/PHONE
			SPEAKER CONNECT
			2 SPEAKER CONNECT
			AUDIO JACK
CR	CR		CABLE RUN
TV	TV		CABLE TV JACK

OUTLET ABBREVIATIONS

CT	COOKTOP
D	DRYER
DW	DISH WASHER
FUR	FURNACE
GA	GARAGE
GD	GARBAGE DISPOSAL
GFI	GROUND FAULT INTERRUPTER
H	HOOD
MW	MICROWAVE
OV	OVEN
R	RANGE
REF	REFRIDGERATOR
PR	PROJECTOR
USB	OUTLET W/ USB PORTS
W	WASHER
WH	WATER HEATER
WP	WEATHER PROOF
WS	WATER SOFTENER

OTHER SYMBOLS LEGEND

CEILING	WALL	
SP		SPEAKER
	SUB	SPEAKER - SUBWOOFER
SC	SC	SECURITY CAMERA
J	J	J-BOX
	SM	SMOKE DETECTOR
	WiFi	WiFi REPEATER
		DOOR BELL
	CH	DOOR BELL CHIMES
	HB	HOSE BIBB
	GB	GAS BIBB
		GAS KEY
	ELEC	ELECTRICAL PANEL

GENERAL NOTES

- ALL DIMENSIONS ARE FROM FACE-OF-STUD, FACE-OF-BLOCK, OR FACE-OF-CONCRETE TO FACE-OF-CONCRETE (U.N.O.).
- ALL FINISH MATERIALS NOT SPECIFIED TO BE COORDINATED WITH OWNER AND/OR ARCHITECT.
- PROVIDE SOLID BLOCKING BEHIND ALL FIXTURES AND WALL MOUNTED ACCESSORIES.
- PROVIDE WALL & FLOOR STOPS AT DOORS AS REQUIRED.

SWITCH SYMBOLS LEGEND

S	STANDARD
S3	3-WAY
S4	4-WAY
SDIM	DIMMABLE
SPH	PHOTOMETRIC
SMO	MOTION
S3TG	3-TOGGLE
SWP	WEATHER PROOF

LIGHT SYMBOLS LEGEND

	SURFACE
P	SURFACE PENDANT
	SURFACE PULL CHAIN
	SURFACE FAN
	SURFACE TRACK
	RECESSED CAN
	RECESSED SPOT
	RECESSED FAN
	RECESSED FAN & LIGHT
	LINEAR BOX
	LINEAR BOX
	SCONCE
	VANITY SCONCE
	FLOOD LIGHT
	RECESSED NIGHT LIGHT

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DATE	
PROJ. MAN.	Author
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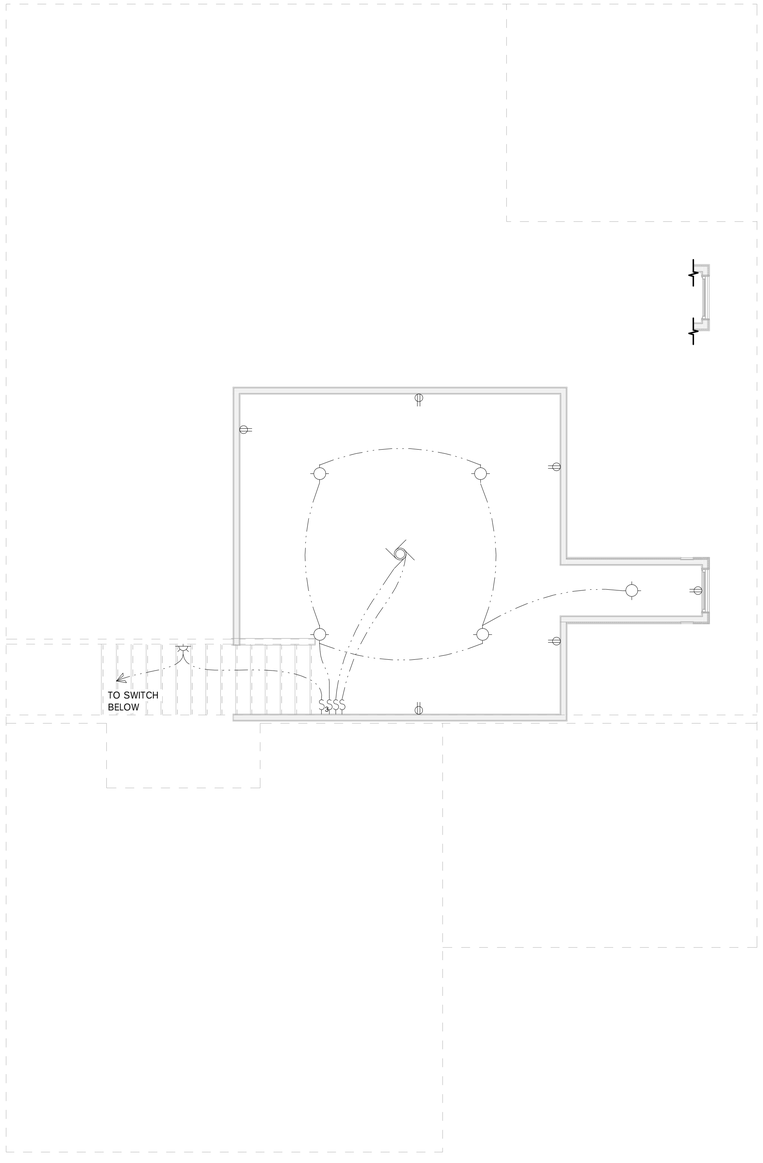
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Schematic Design

ELECTRICAL FLOOR PLAN
SHEET DESCRIPTION

A60
SHEET NUMBER

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BONUS ROOM ELECTRICAL PLAN
1/4" = 1'-0"

1

PRE-WIRE FOR THE FOLLOWING

- CABLE VISION *ONE OUTLET PER ROOM MINIMUM*
- SECURITY SYSTEM - COORDINATE W/ OWNER
- COORDINATE ELECTRICAL SYSTEM WITH MECHANICAL CONTRACTOR
- ALL WIRING TO DE COPPER MIN. 12/2 W/ GROUND
- VERIFY LOCATION OF FLOOR OUTLETS IN FAMILY ROOM
- PROVIDE 110 V OUTLET FOR GARAGE DISPOSAL UNDER KITCHEN SINK
- PROVIDE 1IOV OUTLET FOR WHIRLPOOL TUB MOTOR UNDER WHIRLPOOL TUB IN MASTER BATH IF APPLICABLE
- PROVIDE 220V OUTLET FOR CLOTHES DRYER
- COORDINATE SURROUND SYSTEM W/ OWNER

ELECTRICAL NOTES:

- MAIN FEED INTO HOUSE TO BE TRENCHED UNDERGROUND FROM SUPPLY POLE TO METER THEN MAIN DISCONNECT OUTSIDE.
- ALL SMOKE DETECTORS TO BE ELECTRIC POWERED WITH BATTERY BACKUP AND WIRED TO SET ALL ALARMS OFF IF ONE IS TRIPPED.
- ALL EXTERIOR, KITCHEN, AND BATH OUTLETS TO BE GROUND FAULT CIRCUIT INTERRUPT EQUIPPED AND ON A SEPARATE CIRCUIT.
- ELECTRICAL DISCONNECTS ARE TO BE AT A/C UNIT, CONDENSING UNIT, AND WATER HEATER.
- HEAT VENT LIGHTS ARE TO BE ON A SEPARATE CIRCUIT.
- OUTLETS, INCLUDING PHONE AND CABLE, MAY BE ADDED OR CHANGED UPON OWNERS REQUEST.
- ELECTRICAL CONTRACTOR TO VERIFY EQUIPMENT TYPE AND SIZE.
- INSTALL LIGHTS IN ATTIC SPACE W/ SWITCH AT FOOT OF DISP. STAIRS
- ELECTRICAL SERVICE TO BE A 42 CIRCUIT 200 AMP MAIN LOCATED IN THE UTILITY.
- HOUSE TO BE WIRED FOR A SECURITY SYSTEM.
- ALL KITCHEN OUTLETS ARE TO BE GFI EXCEPT APPLIANCE OUTLETS NOT EASILY ACCESSIBLE.
- ARC FAULT BREAKERS ARE TO BE USED IN ALL BEDROOMS.
- IF GAS FIRED APPLIANCES ARE USED IN HOME, CARBON MONOXIDE ALARMS ARE NEEDED (IRC R3I5).

DATE	ISSUE/REVISION

OUTLET SYMBOLS LEGEND

CEILING	WALL	FLOOR	
			DUPLEX
GFI	GFI	GFI	DUPLEX - GFCI
			DUPLEX - HALF SWITCHED
			DUPLEX - FULLY SWITCHED
			DUPLEX - DEDICATED
			240v DUPLEX
			SINGLEPLEX
			TRIPLEX
			QUADPLEX
			PHONE
			DATA
			DATA/PHONE
			SPEAKER CONNECT
			2 SPEAKER CONNECT
			AUDIO JACK
CR	CR		CABLE RUN
TV	TV		CABLE TV JACK

OUTLET ABBREVIATIONS

CT	COOKTOP
D	DRYER
DW	DISH WASHER
FUR	FURNACE
GA	GARAGE
GD	GARBAGE DISPOSAL
GFI	GROUND FAULT INTERRUPTER
H	HOOD
MW	MICROWAVE
OV	OVEN
R	RANGE
REF	REFRIDGERATOR
PR	PROJECTOR
USB	OUTLET W/ USB PORTS
W	WASHER
WH	WATER HEATER
WP	WEATHER PROOF
WS	WATER SOFTENER

OTHER SYMBOLS LEGEND

CEILING	WALL	
SP		SPEAKER
	SUB	SPEAKER - SUBWOOFER
SC	SC	SECURITY CAMERA
J	J	J-BOX
	SM	SMOKE DETECTOR
	WiFi	WiFi REPEATER
		DOOR BELL
	DM	DOOR BELL CHIMES
	HB	HOSE BIBB
	GB	GAS BIBB
		GAS KEY
	ELEC	ELECTRICAL PANEL

GENERAL NOTES

- ALL DIMENSIONS ARE FROM FACE-OF-STUD, FACE-OF-BLOCK, OR FACE-OF-CONCRETE TO FACE-OF-CONCRETE (U.N.O.).
- ALL FINISH MATERIALS NOT SPECIFIED TO BE COORDINATED WITH OWNER AND/OR ARCHITECT.
- PROVIDE SOLID BLOCKING BEHIND ALL FIXTURES AND WALL MOUNTED ACCESSORIES.
- PROVIDE WALL & FLOOR STOPS AT DOORS AS REQUIRED.

SWITCH SYMBOLS LEGEND

S	STANDARD
S3	3-WAY
S4	4-WAY
SDIM	DIMMABLE
SPH	PHOTOMETRIC
SMO	MOTION
S3TG	3-TOGGLE
SWP	WEATHER PROOF

LIGHT SYMBOLS LEGEND

	SURFACE
P	SURFACE PENDANT
	SURFACE PULL CHAIN
	SURFACE FAN
	SURFACE TRACK
	RECESSED CAN
	RECESSED SPOT
	RECESSED FAN
	RECESSED FAN & LIGHT
	LINEAR BOX
	LINEAR BOX
	SCONCE
	VANITY SCONCE
	FLOOD LIGHT
	RECESSED NIGHT LIGHT

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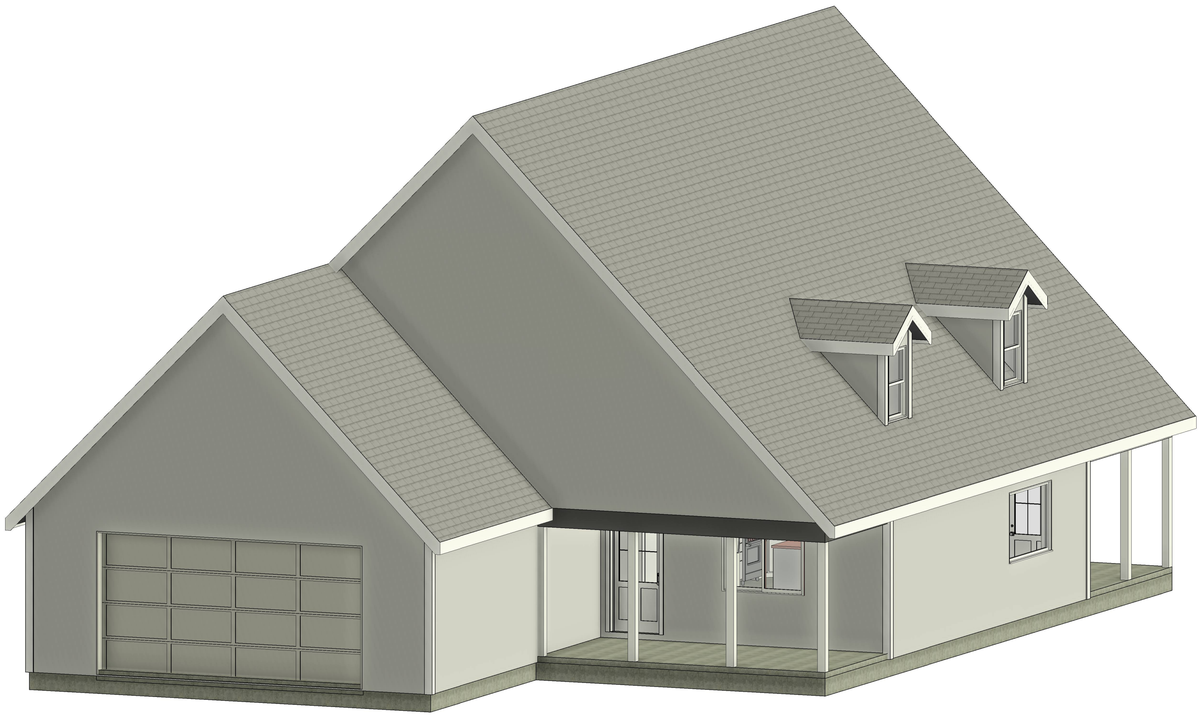
KARO HAMILTON

Schematic Design

BONUS ROOM ELECTRICAL PLAN
SHEET DESCRIPTION

A61
SHEET NUMBER

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SHEET INDEX	
Sheet Number	**Sheet Name**
CVR	COVER SHEET
A00	SITE PLAN
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A11	MAIN FLOOR PLAN
A12	BONUS ROOM PLAN
A30	EXTERIOR ELEVATIONS
A31	EXTERIOR ELEVATIONS
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A50	FRAMING PLAN
A51	ROOF FRAMING PLAN
A60	ELECTRICAL FLOOR PLAN
A61	BONUS ROOM ELECTRICAL PLAN

HEADER SPANS FOR LOAD BEARING WALLS:

SINGLE STORY:
- *2 PLY 2'X6" 4'-2" MAX*
- *2 PLY 2'X8" 5'-4" MAX*
- *2 PLY 2'X10" 7'-6" MAX*

2 STORY:
- *2 PLY 2'X6" 3'X7" MAX*
- *2 PLY 2'X8" 4'X6" MAX*
- *2 PLY 2'X10" 6'X2" MAX*

- *2 PLY 2X6 HEADERS FOR ALL NON-LOAD BEARING WALLS*
- *OSB BETWEEN ALL HEADER PLIES*
- *NO BOXED HEADERS*

REFER TO IRC R502.5 (1) AND (2) FOR ADDITIONAL HEADER AND GIRDER SPANS

WIND ZONE NOTES

1. VERIFY WINDOW CODE REQUIREMENTS AT EACH BUILDING LOCATION, AND INSTALL WINDOWS AS PER CODE. REQUIREMENTS WILL VARY FROM DOUBLE INSULATED VINYL TO IMPACT RESISTANT DOUBLE INSULATED VINYL WINDOWS.
2. ALL WINDOWS SHALL COMPLY WITH THE GOVERNING IRC/IBC. WINDOWS SHALL BE SELECTED BASED UPON THE COMPONENT AND CLADDING DESIGN PRESSURES.
3. CONTRACTOR RESPONSIBLE FOR ANCHORAGE OF BOTTOM PLATE AND WALL STUDS TO FOUNDATION IN COMPLIANCE WITH THE GOVERNING EDITION OF IRC/IBC 1609.

CODE DISCLAIMER:

1. THESE PLANS WERE DESIGNED TO MEET IRC 2015 AT THE TIME OF THEIR CREATION AND MORE SPECIFICALLY THE MINIMAL LOCAL CODES OF THE SOUTH LOUISIANA AREA. IT IS HIGHLY RECOMMENDED THAT THESE PLANS BE REVIEWED BY A LOCAL STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION.
2. BEAMS AND FLOOR JOISTS ARE NOT SIZED DUE TO THE MANY GEOGRAPHIC LOCATIONS THESE PLANS ARE SOLD. THESE ITEMS SHALL BE SIZED BY A LOCAL ENGINEER OR MANUFACTURER.
3. ALL CEILING & FLOOR JOISTS (IF CONVENTIONAL FRAMING) SHOULD BE SIZED USING THE LATEST VERSION OF THE IRC OR APPLICABLE CODES AT SITE TO MEET TO THE LOCAL REQUIREMENTS SUCH AS SNOW LOADS AND OTHER FACTORS. THE CEILING JOISTS SIZES LABELED (IF PRESENT) WERE SIZED USING THE 2015 IRC AT THE TIME OF THEIR CREATION. THEY MUST BE VERIFIED AND MODIFIED AS REQUIRED TO MEET THE LATEST EDITION OF THE (IRC) INTERNATIONAL RESIDENTIAL CODE.
4. ALL FOUNDATION AND FOOTING DETAILS SHALL BE REVIEWED AND APPROVED BY A LOCAL ENGINEER.
5. CONTRACTOR SHALL PROVIDE ALL HIGH WIND STRAPPING AND ANCHOR BOLTS AS REQUIRED BY THE LOCAL CODE REQUIREMENTS AND THE LATEST VERSION OF THE IRC.

CONTRACTOR TO LOCATE WATER HEATER & A/C UNITS ON SITE

DATE	ISSUE/REVISION

IMPORTANT NOTE:

ALL EGRESS OR RESCUE WINDOWS FROM SLEEPING ROOMS MUST HAVE A MINIMUM NET CLEAR OPENING OF 5.7 SQUARE FEET. GRADE FLOOR WINDOWS MAY HAVE A MINIMUM NET CLEAR OPENING OF 5 SQUARE FEET. THE MINIMUM NET CLEAR OPENING HEIGHT SHALL BE 24". THE MINIMUM NET CLEAR OPENING WIDTH SHALL BE 20". MAXIMUM SILL HEIGHT – 44" A.F.F.

GENERAL NOTES:

1. ALL KITCHEN AND UTILITY COUNTERTOPS ARE SHOWN AS 2'-0" WIDE UNLESS STATED OTHERWISE.
2. ALL BATHROOM LAVATORY COUNTERTOPS SHOWN AS 1'-10" WIDE.
3. ALL EXTERIOR OVERALL DIMENSIONS ARE FROM EDGE OF FOUNDATION.
4. ALL INTERIOR DIMENSIONS ARE FROM STUD FACE TO STUD FACE.
5. ALL INTERIOR WALL THICKNESS SHOWN AS 4" UNLESS NOTED OTHERWISE.
6. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE COMMENCING WORK.
7. DRYER VENT MUST HAVE MAX LENGTH 25'
8. PURCHASER OF THIS PLAN ASSUMES LIABILITY FOR ANY MODIFICATIONS MADE TO THE LAYOUT OF THIS PLAN.
9. ALL WOOD FRAMING SHALL BE NO.2 GRADE- SOUTHERN PINE LUMBER. ALL CEILING JOISTS SPANS ARE BASED ON TABLE R802.5.1 (2) OF THE I.R.C. 2018 AND ARE DESIGNED FOR ATTICS WITH LIMITED STORAGE. (REFER TO FOUNDATION SHEET FOR SPANS)
10. RE: SEC. 308 GLAZING IN HAZARDOUS LOCATIONS & TEMPERED GLASS FOR WINDOWS THAT ARE WITHIN 24" OF THE DOOR IN THE CLOSED POSITION, PROVIDING THE WINDOW IS LESS THAN 60" ABOVE THE FLOOR (R308 I.R.C. 2015)
11. ATTIC SPACES MUST PROVIDE 1 SQ. FT. VENTILATION PER 150 SQ. FT. OF AREA UNLESS CONDITIONED SPACE. (ATTICS R906)
12. VENT HOOD IN KITCHEN MUST VENT TO THE OUTSIDE. MICROWAVE HOODS MUST VENT TO THE OUTSIDE WHERE APPLICABLE.

NOTE:

ROOF OVERHANG OF NEW CONSTRUCTION TYPICAL 12" FROM FACE OF STUD UNLESS OTHERWISE NOTED.

GENERAL CONTRACTOR TO PROVIDE ADEQUATE ROOF VENTILATION BUILDING SYSTEMS PER IRC CODE (SECTION R806). SYSTEMS TO BE USED TO MEET ROOF VENTILATION REQUIREMENTS ARE AS FOLLOWS: CONTINUOUS RIDGE VENTS, POWER VENTS, BOX VENTS, AND GABLE/DORMER VENTS WHEN APPROVED BY OWNER.

SOFFIT VENTS TO BE USED ONLY IN ACCORDANCE W/ IRC CODE (SECTION R302 AND TABLE R302.1) TO ACCOMMODATE APPROPRIATE FIRE SEPARATION DISTANCES.

PROTECTION AGAINST TERMITES:

1. SUBTERRANEAN TERMITE CONTROL. IN AREAS FAVORABLE TO TERMITE DAMAGE METHODS OF PROTECTION SHALL BE BY CHEMICAL SOIL TREATMENT, PRESSURE-TREATED WOOD, NATURALLY TERMITE RESISTANT WOOD OR PHYSICAL BARRIERS (SUCH AS METAL OR PLASTIC TERMITE SHIELDS), OR ANY COMBINATION OF THESE METHODS.
2. CHEMICAL SOIL TREATMENT. THE CONCENTRATION, RATE OF APPLICATION AND TREATMENT METHOD OF THE TERMITICIDE LABEL.
3. PRESSURE-TREATED AND NATURALLY RESISTANT WOOD. HEARTWOOD OF REDWOOD AND EASTERN RED CEDAR SHALL BE CONSIDERED TERMITE RESISTANT. PRESSURE-TREATED WOOD AND NATURALLY TERMITE RESISTANT WOOD SHALL NOT BE USED AS A PHYSICAL BARRIER UNLESS A BARRIER CAN BE INSPECTED FOR ANY TERMITE SHELTER TUBES AROUND THE INSIDE AND OUTSIDE EDGES AND JOINTS OF A BARRIER.
4. FIELD TREATMENT. FIELD CUT ENDS, NOTCHES, AND DRILLED HOLES OF PRESSURE-TREATED WOOD SHALL BE RETREATED IN THE FIELD ACCORDING TO AWPA M4.

PROJECT NO.
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KARO HAMILTON

Schematic Design

COVER SHEET
SHEET DESCRIPTION

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MEMORANDUM

To: City of Sheridan
From: Brad Thimmesch
Subject: Karo Hamilton Settlement Agreement
Date: May 22, 2024

Mayor and Council,

BACKGROUND

On or around February 13, 2024, a gunman barricaded himself in Karo Hamilton's residence located at 1050 N. Sheridan Ave., Sheridan, Wyoming (the "Property"). Because the gunman barricaded himself in the Property, law enforcement took the necessary actions to end the situation quickly for the safety and best interest of the public. One of the necessary actions was to terminate the gunman's barricade resulting in a portion of Ms. Hamilton's house being demolished (the "Event").

CITY'S ACTIONS SINCE THE EVENT

Since the Event, the City has been working with Ms. Hamilton and her counsel to get Ms. Hamilton back onto her Property. As part of this, the City has done the following:

1. Paid for the demolition of the remaining structure that was Ms. Hamilton's residence and fill for the hole left from basement in the amount of $10,000.00;

2. Waived the Landfill fees for the demolition of Ms. Hamilton's residence in the amount of $4,000.00;

3. Paid for a site survey and site plan for the Property in the amount of $5,000.00;

4. Waived the variance administration fee for Ms. Hamilton's new residence in the amount of $4,000.00; and

5. Waived the building permit fee for Ms. Hamilton's new residence in the amount of $3,300.00.

This amounts to a total of approximately $26,300.00 that the City has paid and/or waived to date. Note, the variance application for Ms. Hamilton's new residence will go before the Board of Adjustments on June 13, 2024, and the building permit will be approved thereafter once the building department has the complete application.

SETTLEMENT

Ms. Hamilton, through her counsel and general contractor, Battle Scarred Services, has provided plans and an estimate for her proposed new residence. The new residence is approximately the same square footage as her old residence. The provided estimate totaled $490,518.20 for the construction of the new residence.

I. The City's Settlement.

The City offered and Ms. Hamilton accepted a settlement payment in the amount of $250,000.00 for the complete release of all claims related to the Event against the City, the Sheridan Police Department, the Sheridan County Sheriff's Office, and any other Wyoming governmental entity, which releases all other Wyoming city or county law enforcement involved with the Event.

This is a complete and final release, which means following the payment of $250,000.00 and the above noted actions taken by the City, the City no longer will be involved or liable for the construction and maintenance of Ms. Hamilton's new residence.

With the above settlement payment and actions taken by the City, the City will contribute a total of approximately $276,300.00 to get Ms. Hamilton back onto her Property.

II. Farmers Insurance Contributions.

Farmers Property and Casualty Insurance Company ("Farmers") is Ms. Hamilton's property insurance provider. Soon after the Event, Farmers paid out approximately $217,000.00 under its policy to be used for the construction of Ms. Hamilton's new residence. Additionally, Farmers is currently working with Ms. Hamilton and may pay out additional funds under the policy for the construction of Ms. Hamilton's new residence.

Furthermore, Farmers has already voluntarily entered into a Waiver of Subrogation and Recovery Agreement, which means that Farmers has agreed to and waived its right to go after the City and/or Ms. Hamilton to recover funds that Farmers has paid out under the policy. Therefore, Ms. Hamilton will have the entire amount paid out by both the City and Farmers to be used for the construction of her new residence.

III. Management of Funds

At the time of the Event, Ms. Hamilton had a loan and mortgage with Wyoming Community Development Authority ("WCDA"). As a result of the Event, WCDA created a Loss Draft account, which the funds already paid out by Farmers have been deposited into. The purpose of this account is to protect WCDA's interest by ensuring the funds in the account will be used toward the construction of Ms. Hamilton's new residence. As such, WCDA is going to manage this account similar to a construction loan and the funds in the account will only be paid out during the course of construction as requested by Ms. Hamilton and the contractor.

The City has already been in contact with WCDA, and WCDA has agreed to accept and deposit the City's settlement payment into this loss draft account for WCDA to manage and use toward the construction of Ms. Hamilton's new residence.

CONCLUSION

Upon the Governing Body approving this settlement agreement, the funds paid out by Farmers, WCDA managing the funds, and materials that may be donated for the construction of Ms. Hamilton's new residence, Ms. Hamilton will receive enough money to pay for the construction of her new residence, and the City can feel assured that it's settlement payment will be used for the construction of the new residence and no other party has a claim against the City or other Wyoming governmental entities related to this Event.

If you have any questions on this matter, please contact me at your convenience.

YONKEE & TONER, LLP

Brad Thimmesch

Brad M. Thimmesch

WAIVER OF SUBROGATION AND RECOVERY

1. Karo Hamilton owns the real property located at 1050 N. Sheridan Ave., Sheridan, Wyoming 82801 (the "Property").

2. The Property was partially destroyed and demolished by the City of Sheridan and/or other Wyoming governmental entities as a result of events that took place on or around February 13, 2024, through February 14, 2024 (the "Incident").

3. Farmers Property and Casualty Insurance Company ("Farmers") is or was the insurer of the Property at the time of the Incident.

4. The City of Sheridan, a municipal corporation organized under the laws of the State of Wyoming, (the "City") is a Wyoming governmental entity with governmental immunity from legal claims except as otherwise provided by law.

5. **Waiver of Subrogation and Recovery.** Farmers hereby fully releases and waives to the maximum extent allowed by law, all rights of subrogation, recovery, liens, and/or claims of any kind against Ms. Hamilton, the City, and any other Wyoming governmental entity related in any way to payments made by Farmers and the Incident.

6. **Governing Law, Jurisdiction, and Venue.** The undersigned understands and acknowledges that this waiver is governed by and construed in accordance with the laws of the State of Wyoming. Furthermore, Farmers hereby acknowledges and agrees that any lawsuit brought regarding this waiver shall be brought in the appropriate court in Sheridan County, and the parties submit to the personal jurisdiction of the appropriate court in Sheridan County, Wyoming and waive any objections to jurisdiction and venue in such court.

7. **Time.** Time is of the essence in this agreement.

8. **Authority to Sign.** The person signing this waiver on behalf of Farmers represents and warrants the he or she has authority to sign this waiver on behalf of Farmers.

9. **Execution in Counterparts.** This waiver may be executed by the undersigned in separate counterparts which, when taken together, shall constitute a fully executed waiver. This waiver may be executed and delivered by facsimile or electronic transmission, with any party causing a facsimile or electronic copy bearing such party's signature to be sent by facsimile or electronically being deemed to have executed and delivered an original waiver.

10. **Effective Date.** This waiver shall be effective as of the date of the signature hereto. Furthermore, this waiver constitutes a waiver of subrogation and recovery as to any future payments made by Farmers which are related in any way to the Incident.

Farmers Property and Casualty Insurance Company:

By: Jonathan Hart

4/3/2024
Date

Jonathan Hart
Name

Head of Claims Recoveries & SIU
Title