AGENDA
CITY OF SHERIDAN
JUNE 3, 2024
REGULAR COUNCIL MEETING START 5:30 P.M.
PLEASE NOTE THE NEW START TIME

1. Call to Order

2. Pledge of Allegiance

3. Invocation to be given by Lester Bentley - Sheridan Seventh-day Adventist Church

4. Roll Call of Members

5. Consideration of Agenda

6. Community Update

   A. Critical Air Service Team (CAST) - Steve Maier, President

7. Staff Update

   A. Building Department Update - Building Department Supervisor Jessie Koltiska

8. Comments from the Public

9. Public Hearings

   A. Public Hearing for the First Reading of Ordinance 2276 Repealing Chapter 14B of City Code - Human Resources Director Heather Doke

      i. Consideration of the First Reading of Ordinance 2276 Repealing Chapter 14B of City Code

   B. Public Hearing for the Transfer of Resort Liquor License #1 for Ramada Plaza Oasis Lounge - Deputy City Clerk Candace Ainslie

      i. Consideration of the Transfer of Resort Liquor License #1 for Ramada Plaza Oasis Lounge - Deputy City Clerk Candace Ainslie.

   C. Public Hearing for PL-24-14, Resolution 20-24, The Villages Phase II Subdivision Final Plat - Public Works Director Hanns Mercer

i. Consideration of PL-24-14, Resolution 20-24, The Villages Phase II Subdivision Final Plat

10. Consent Agenda

A. Award to Wagner Ranch Services, LLC, for the Wetlands Drive Pathway Extension Project in the Amount of $190,777.25

B. Appointment of Seth Carrel to the Travel and Tourism Board for a 3-year term expiring June 30, 2027.

C. Minutes of Regular Council Meeting May 20, 2024.

D. Claims

OLD BUSINESS

11. Consideration of the Third and Final Reading of PL-24-6, Ordinance 2278, Story House Property Company Rezone 44.86 Acres from B-2 to PUD - Public Works Director Hanns Mercer

12. Consideration of Second Reading of PL-24-12, Ordinance 2283, 4th and Val Vista Rezone - Public Works Director Hanns Mercer

NEW BUSINESS

13. Consideration of Settlement Agreement with Karo Hamilton in the amount of $250,000 - City Attorney Brad Thimmesch

14. Council Comments and Requests for Future Agenda Items

15. Adjournment

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: Public Hearing for the First Reading of Ordinance 2276 Repealing Chapter 14B of City Code - Human Resources Director Heather Doke

From: Heather Doke, Human Resources Director

To: City Council

CC:

Date:

Discussion:

Please see draft attached Ordinance.

Attachments

Ordinance 2276

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: Public Hearing for the Transfer of Resort Liquor License #1 for Ramada Plaza Oasis Lounge - Deputy City Clerk Candace Ainslie

From: Cecilia Good, City Clerk

To: City Council

CC: Stuart J. McRae

Date:

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: Public Hearing for 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 received a positive 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

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

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.

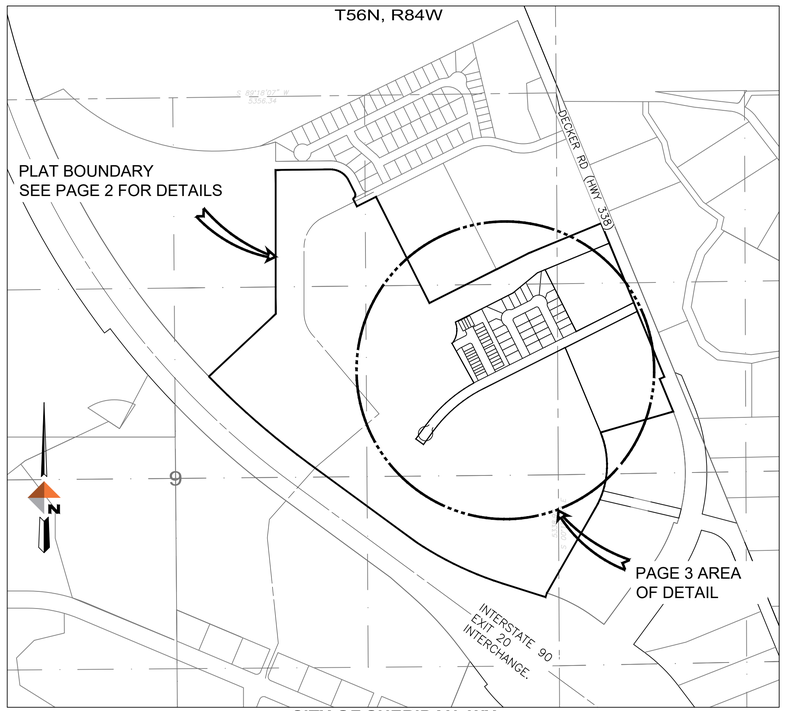
CONTAINING 5.00 ACRES, MORE OR LESS.

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

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: dhomolo

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
TROY 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'
C24	23.53'	15.00'	89°52'50"	S18°17'13"W	21.19'
C25	23.59'	15.00'	90°07'10"	N71°42'47"W	21.24'

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	06/03/24	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 06/03/24

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3 OF 3

C:\dowl_pw\d0407466\SC-PA-SF-PL-28042.dwg PLOT DATE 2024-6-3 14:21 SAVED DATE 2024-05-24 08:01 USER: dhomolo

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: _____

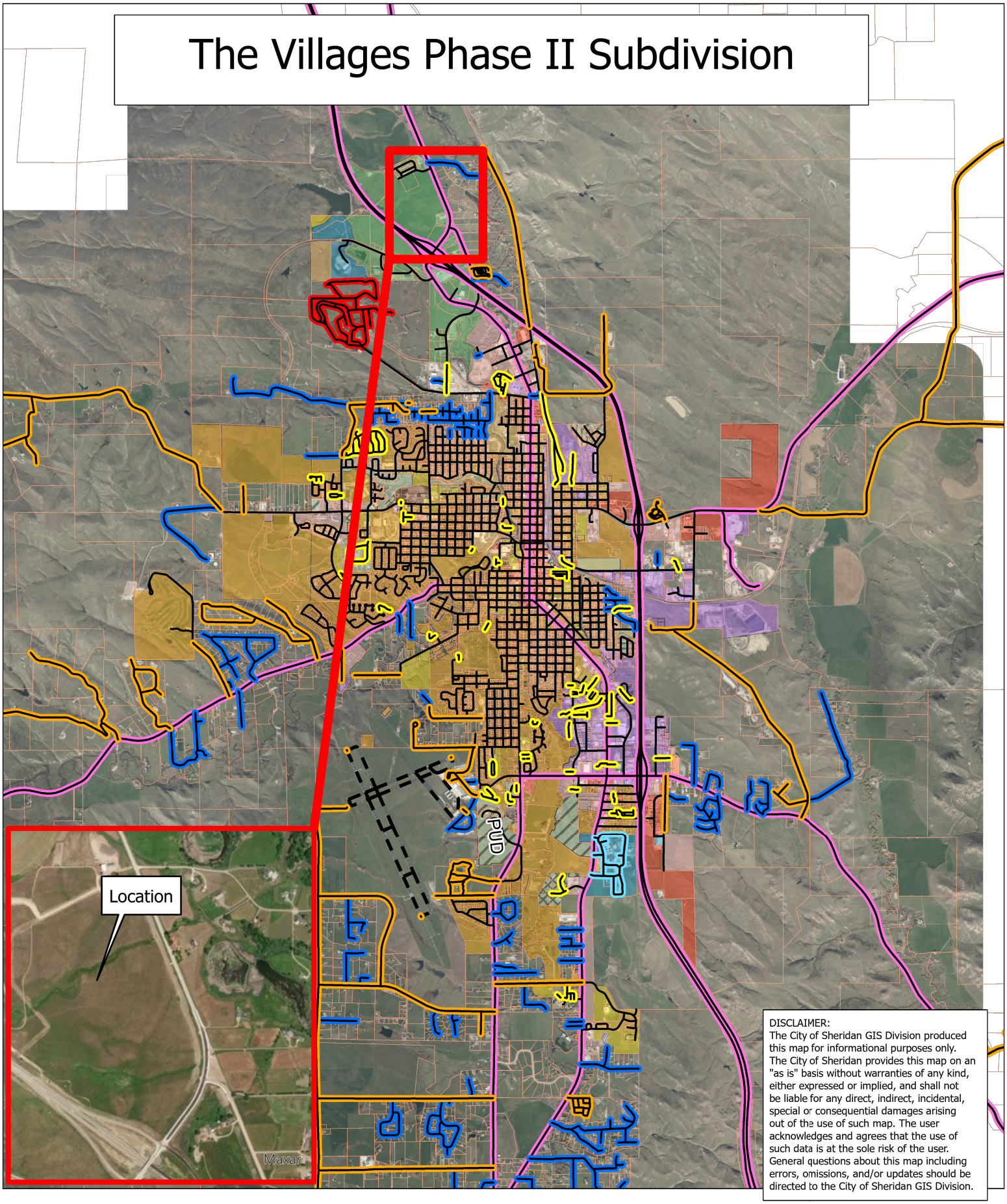
City of Sheridan:

_____
Richard Bridger, Mayor

Attest:

_____
Cecilia Good, City Clerk

The Villages Phase II Subdivision



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

Public Works

MEMORANDUM

RE: Award to Wagner Ranch Services, LLC, for the Wetlands Drive Pathway Extension Project in the Amount of $190,777.25

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

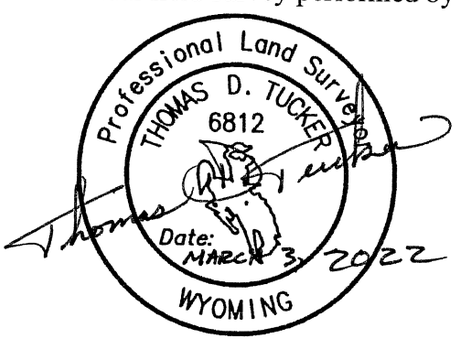
Re: 15.0' Pathway Easement to the City of Sheridan, and or any of their respective successors and assigns.

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)

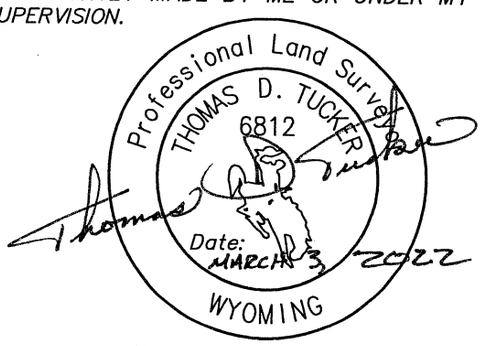
RECORD OWNER:
TEAL PONDS, LLC
(BOOK 496, PAGE 223)

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.

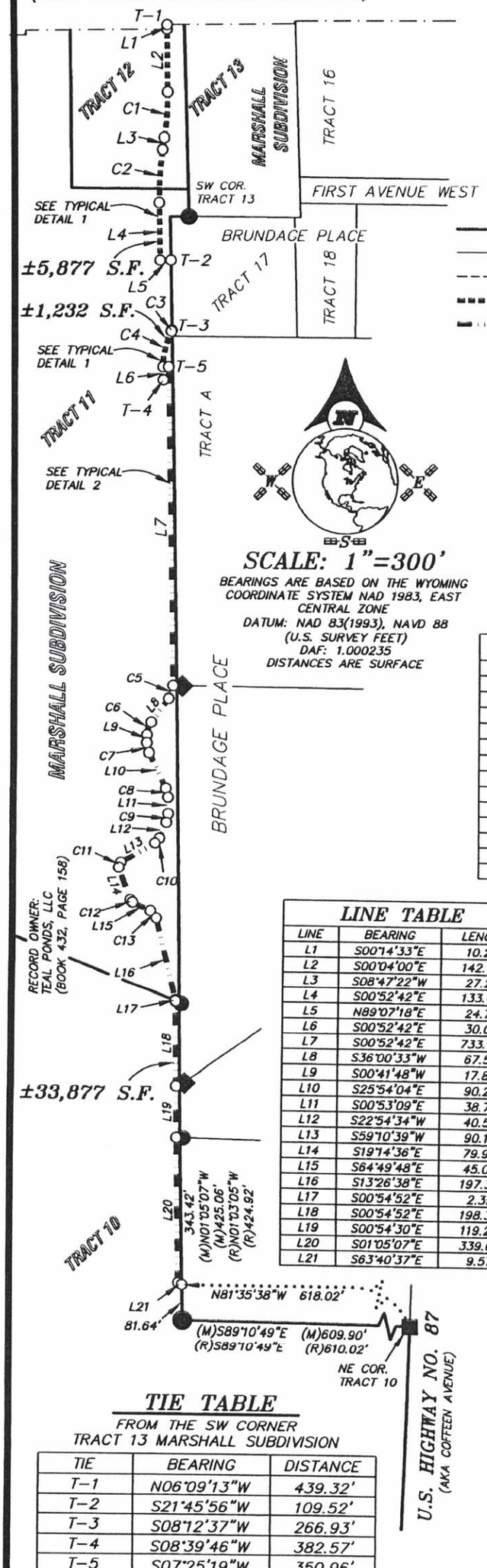
A pathway easement fifteen (15) feet wide, being seven and one half (7.5) feet each side of the following described centerline situated in Tract 10 and Tract 11, Marshall Subdivision, to the City of Sheridan, Sheridan County, Wyoming, as shown on **EXHIBIT "B"** attached hereto and by this reference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

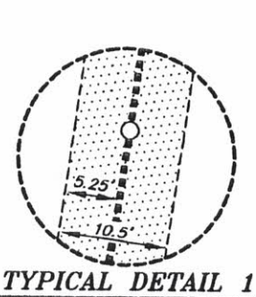


LEGEND:

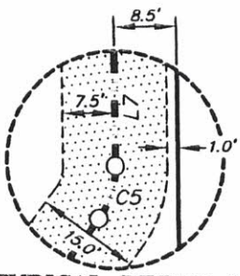
- ■ FOUND 5/8" REBAR/SET 2" AC PER PLS 6812
- ◆ FOUND 3-1/4" ALUMINUM CAP PER PLS 2615
- ● FOUND 1-1/2" ALUMINUM CAP PER PLS 2615
- ○ CALCULATED: NOTHING FOUND/NOTHING SET
- (R) RECORD
- (M) MEASURED
- TRACT/DEED LINE
- PROPERTY LINE
- EASEMENT LINE
- CENTERLINE 10.5' EASEMENT
- CENTERLINE 15.0' EASEMENT

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

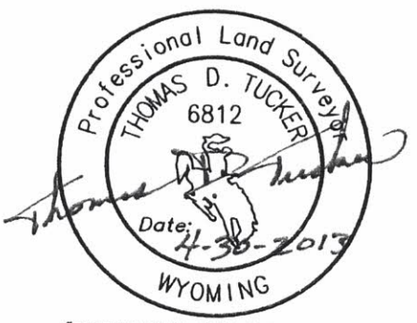
FROM THE SW CORNER
TRACT 13 MARSHALL SUBDIVISION

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

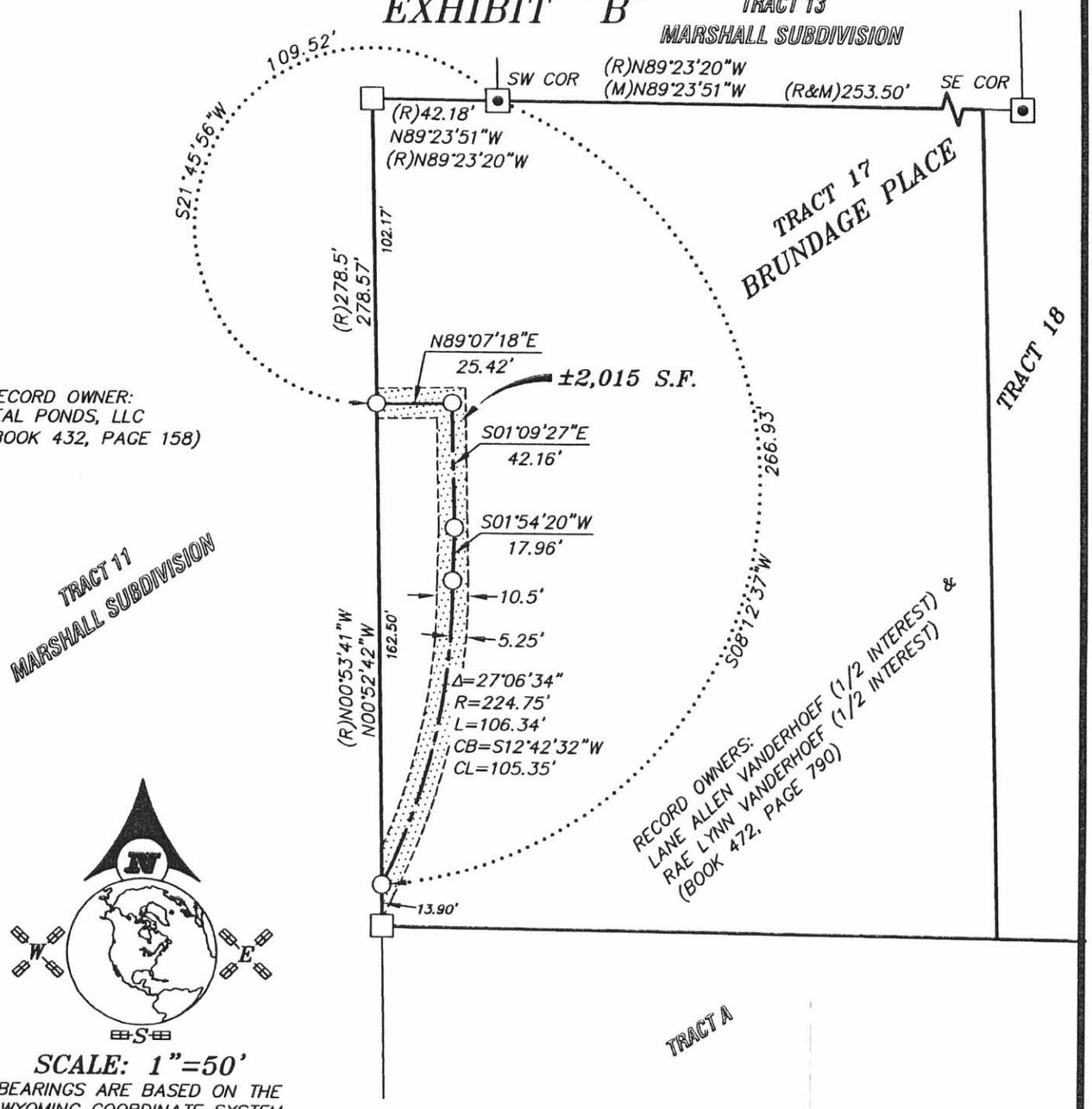
Re: 10.5' Pathway Easement to the City of Sheridan, and or any of their respective successors and assigns.

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

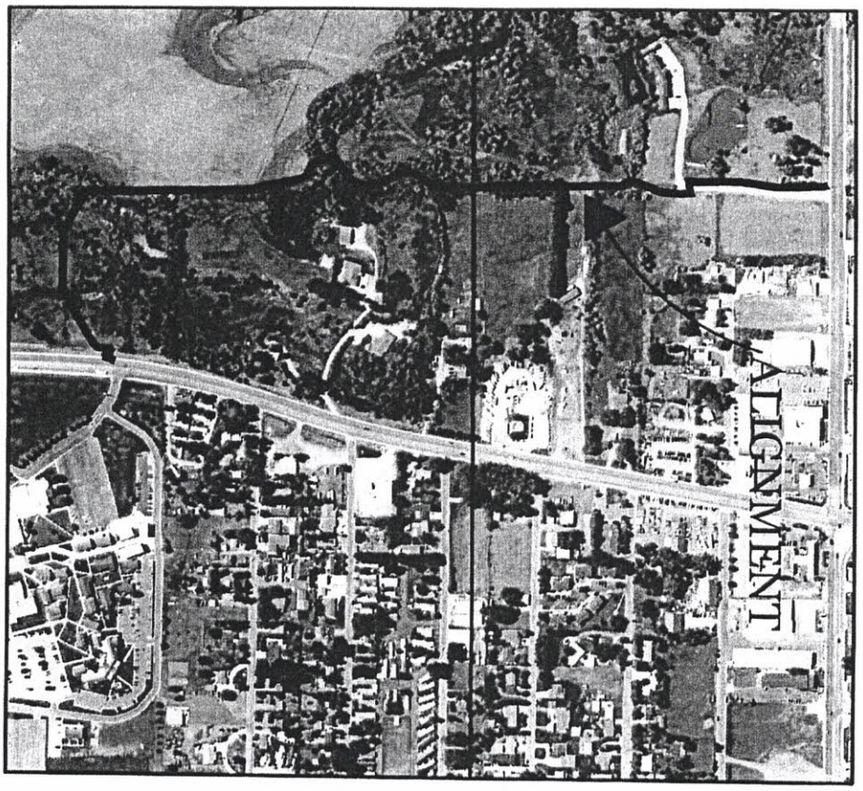
LOCATION: TRACT 17, BRUNDAGE PLACE, CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING

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

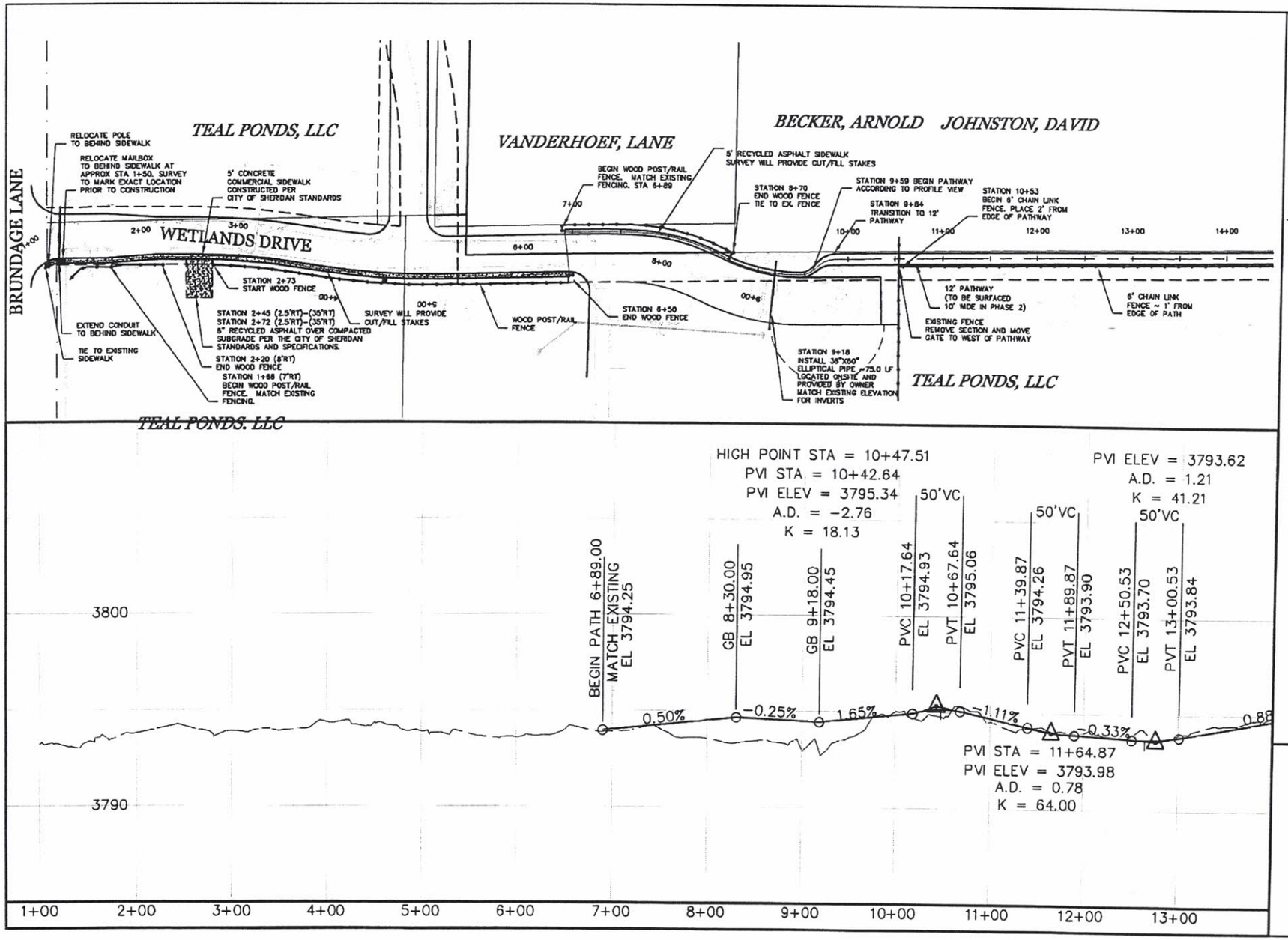
MC² ENGINEERING, P.C.
1101 Sugarview Drive
Suite 201
Sheridan, Wyoming 82801
Office: 307.673.7350 Fax: 307.673.5156
mc2eng@msn.com

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.

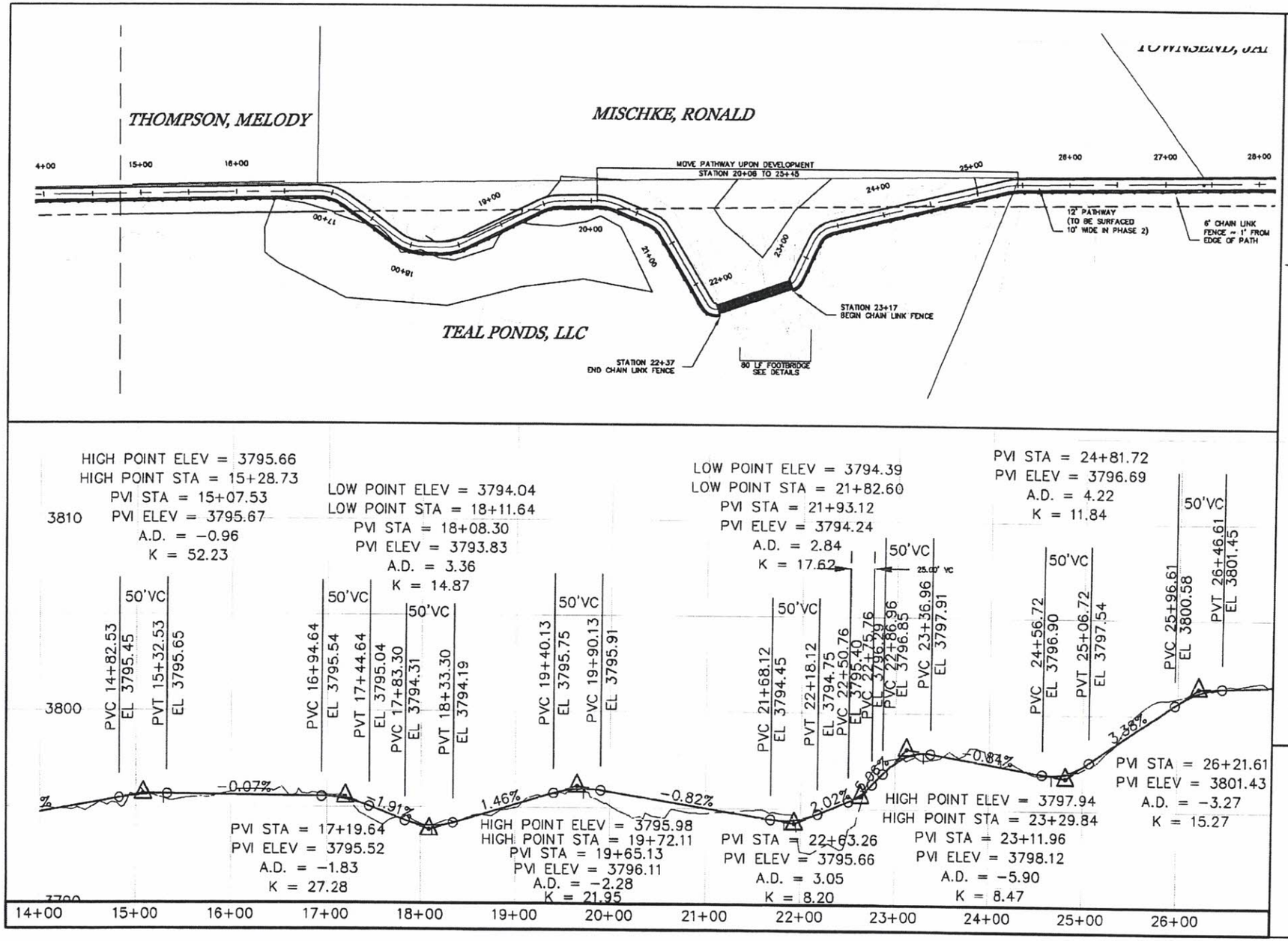
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CHECK: MLC
DATE: 4/3/2013

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.

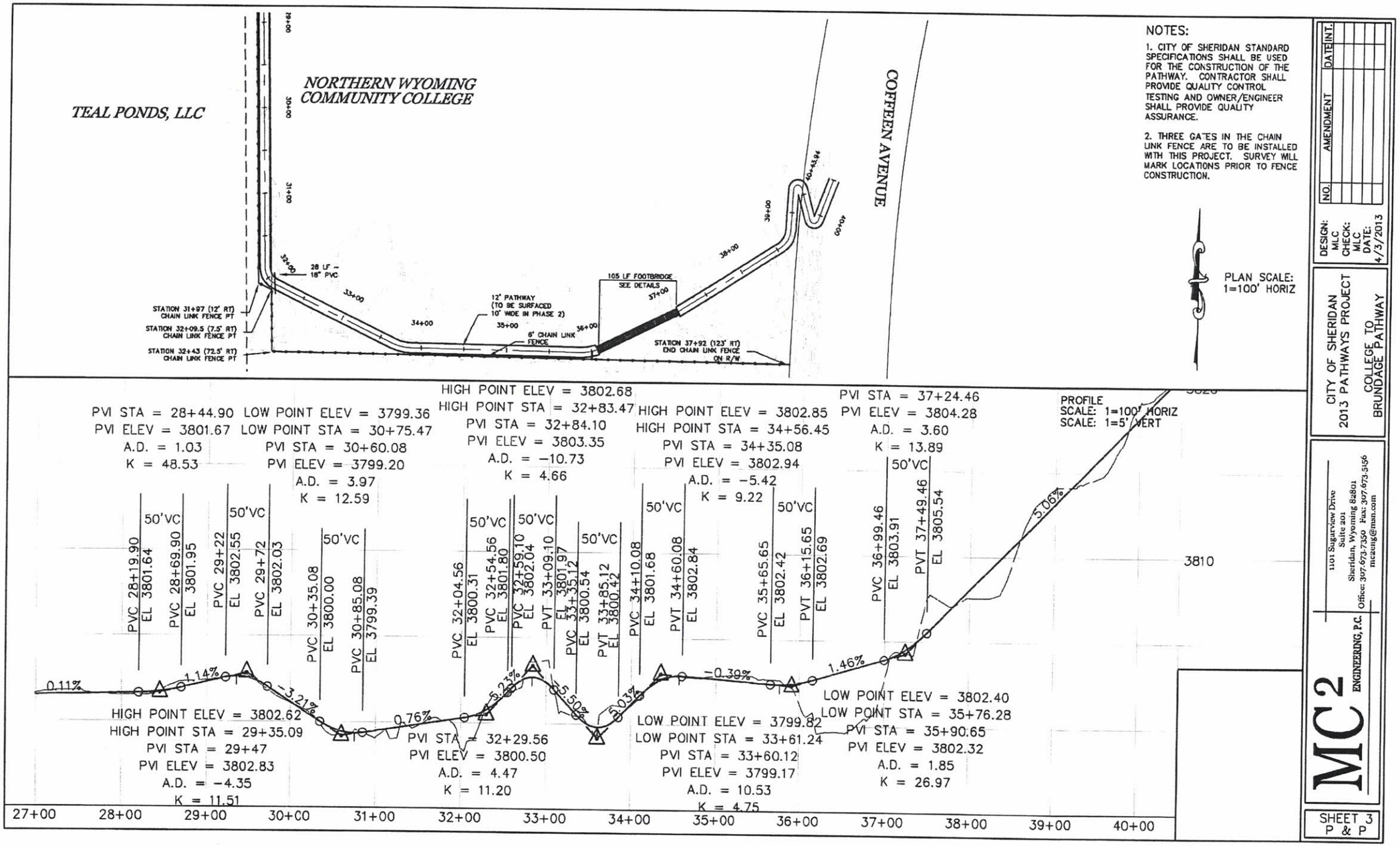
DESIGN: MLC
CHECK: MLC
DATE: 4/3/2013

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.

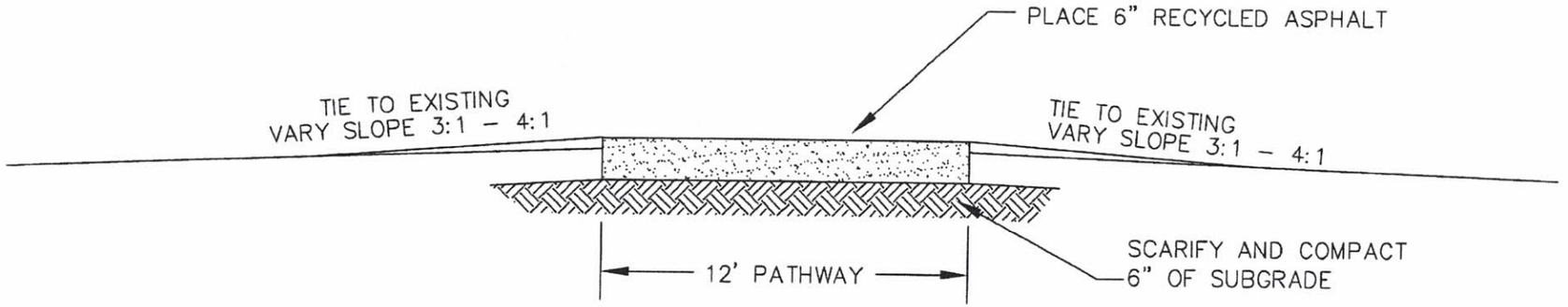
DESIGN: MLC
CHECK: MLC
DATE: 4/3/2013

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
mceng@msn.com

SHEET 3
P & P



NOT TO SCALE

NO.	AMENDMENT	DATE	INT.

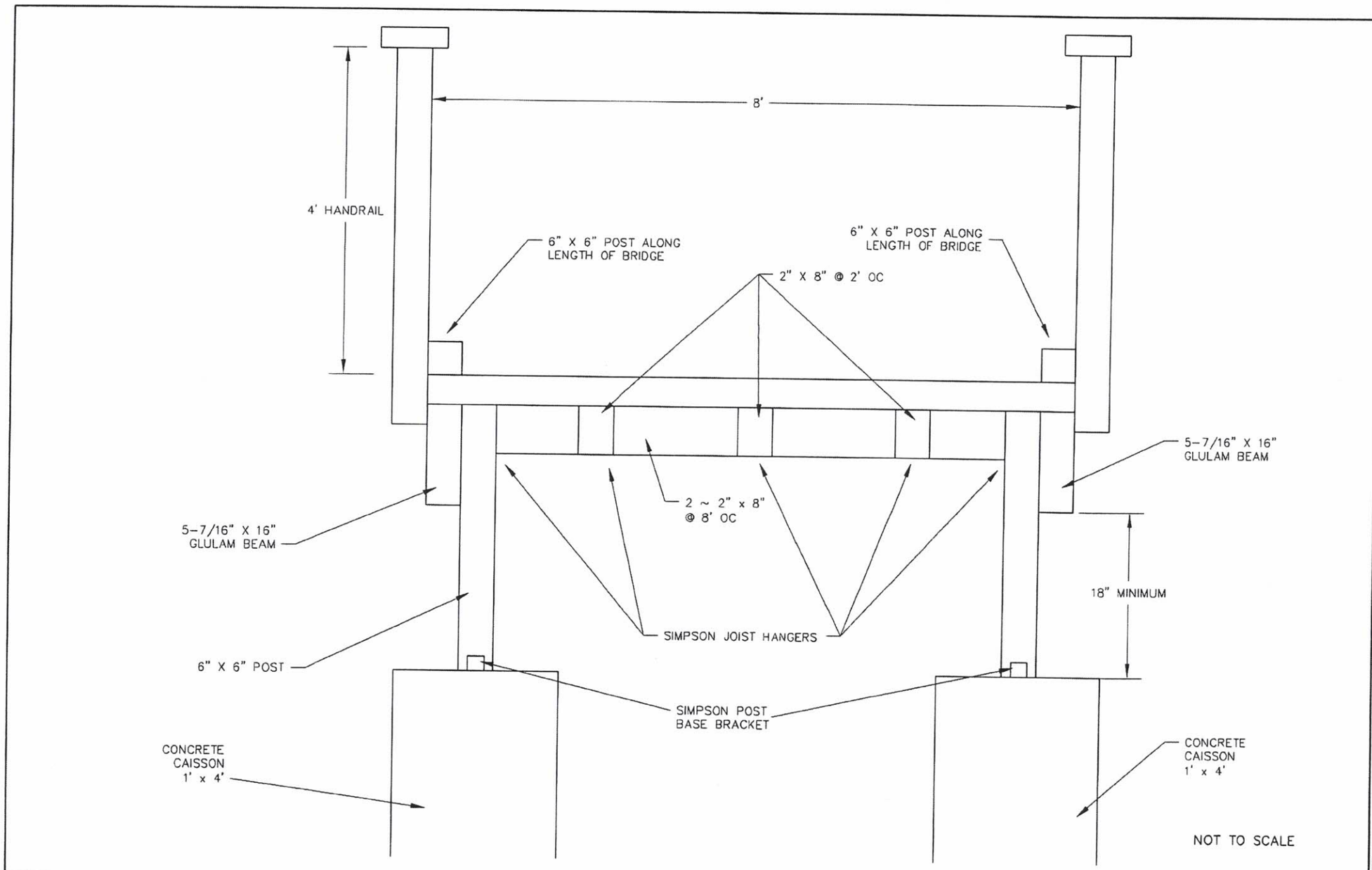
DESIGN: MLC
CHECK: MLC
DATE: 4/3/2013

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
mc2eng@msn.com

SHEET 4
DETAILS



NO.	AMENDMENT	DATE	INT.

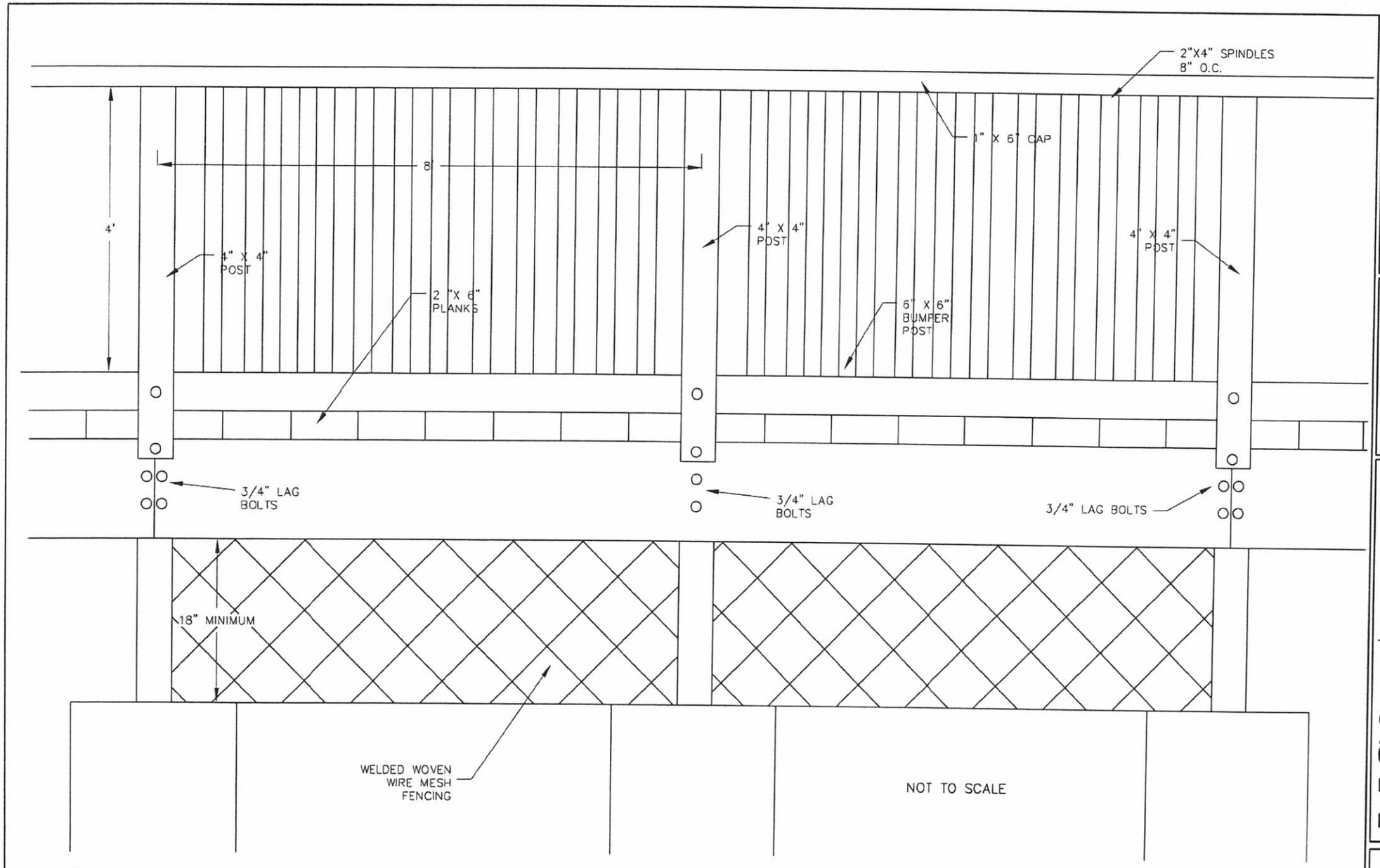
DESIGN: MLC
CHECK: MLC
DATE: 4/3/2013

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: 307.673.5156
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

Executive

MEMORANDUM

RE: Appointment of Seth Carrel to the Travel and Tourism Board for a 3-year term expiring June 30, 2027.

From: Richard Bridger, Mayor
To: City Council
CC: Stuart J. McRae, City Administrator
Date: 06/03/2024

Recommendation:

I would like to recommend Seth Carrel's appointment to the Sheridan County Travel and Tourism Board for a three-year term expiring June 30, 2027.

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: **Minutes of Regular Council Meeting May 20, 2024.**
From: Cecilia Good, City Clerk
To: City Council
CC:
Date:

Discussion:
Please see attached minutes.

Attachments

Minutes

CITY OF SHERIDAN, WYOMING

MINUTES OF REGULAR COUNCIL MEETING

COUNCIL CHAMBERS **7:00 P.M.** **May 20, 2024**

1. Mayor Bridger called the meeting to order at 7:00 P.M.

2. Mayor Bridger led the Pledge of Allegiance to the Flag.

3. The invocation was led by Chris Schuett with Sheridan Bible Church.

4. The meeting was called to order with a quorum as follows:

Mayor Rich Bridger	Present
Kristen Jennings	Present
Steven Brantz	Present
Andrew Patceg	Present
Greg Luhman	Present
Terry Weitzel	Present
Aaron Linden	Absent

5. Councilmember Brantz moved, seconded by Councilmember Jennings, to approve the agenda.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye
Aaron Linden	Absent

6. Community Update
   A. Carmen Rideout, Executive Director of The HUB, presented a Proclamation for Older Americans Month Proclamation.
   B. Jennifer Rizer presented a Move with the Mayor/Spring Mental Health Challenge Proclamation for the National Forum for Heart Disease & Stroke Prevention.

7. Staff Update
   A. City Treasurer Darla Hawkins presented an audit update.

8. Comments from the Public
   A. Ed spoke against the West Side Corridor project.
   B. Margaret McGee spoke against the West Side Corridor project.

C. Mary Wilson spoke against the West Side Corridor project. She requested a public meeting to discuss the issue further.

D. Maggie Wizneski expressed concerns regarding the RAISE grant.

9. A. Public Hearing for PL-24-10, Resolution 15-24, to Vacate 6,102.3 sq ft Adjacent to Palmer's Addition. Mayor Bridger opened the Public Hearing at 7:48 P.M. Public Works Director Hanns Mercer updated the Council. Mayor Bridger closed the Public Hearing at 7:50 P.M.

i. Consideration of PL-24-10, Resolution 15-24, Vacate 6,102.3 sq ft Adjacent to Palmer's Addition. Councilmember Weitzel moved, seconded by Councilmember Jennings to approve Resolution15-24.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye
Aaron Linden	Absent

B. Public Hearing for PL-24-11, Resolution 16-24, Final Plat of the HIE Subdivision. Mayor Bridger opened the Public Hearing at 7:51 P.M. Public Works Director Hanns Mercer updated the Council. Mayor Bridger closed the Public Hearing at 7:53 P.M.

i. Consideration of PL-24-11, Resolution 16-24, Final Plat of the HIE Subdivision. Councilmember Brantz moved, seconded by Councilmember Luhman, to approve Resolution 16-24.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye
Aaron Linden	Absent

C. Public Hearing for PL-24-12, Ordinance 2283, 4th and Val Vista Rezone. Mayor Bridger opened the Public Hearing at 7:54 P.M. Public Works Director Hanns Mercer updated the Council. Mayor Bridger closed the Public Hearing at 8:02 P.M.

i. Consideration of the First Reading of PL-24-12, Ordinance 2283, 4th and Val Vista Rezone. Councilmember Luhman moved, seconded by Councilmember Brantz to approve Ordinance 2283 on First Reading. Roll Call Vote.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye
Aaron Linden	Absent

D. Public Hearing for New Bar & Grill Liquor License #7 for Frackelton's. Mayor Bridger opening the Public Hearing at 8:03 P.M. City Clerk Cecilia Good updated the Council. Mayor Bridger closed the Public Hearing at 8:06 P.M.

i. Consideration of New Bar & Grill Liquor License Application #7 for Frackelton's.

Councilmember Luhman moved, seconded by Councilmember Brantz, to approve New Bar & Grill Liquor License Application #7 for Frackelton's.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye
Aaron Linden	Absent

10. Consent Agenda

A. Reappointment of DJ Dearcorn to the Sheridan Recreation District for a 3-year term expiring on June 30, 2027.

B. Award to Burns & McDonnell for the 30% Design of the Sheridan Wastewater Treatment Plant Upgrades Project in the Amount of $298,079

C. Minutes of Regular Council Meeting from May 6, 2024

D. Claims

Wex Bank	Fuel - 3/24/2024 - 4/23/2024	$25,270.49
CenturyLink Communications LLC	phone bill water distribution	$167.78
Early Entry Pro Cutting LLC	Shop - drain/grate & parts/supplies for shop floor	$4,653.88
Lube Refiners LLC	PD119 - LOF service	$81.06
Montana Dakota Utilities Co	partial MDU bills April	$21,019.95
Tree Mechanics		$1,191.00
AT&T Mobility	AT&T bills April	$1,681.93
CenturyLink Communications LLC	phone bills	$3,033.40
Farmers Co-op Oil Co	Fuel for Landfill 04/05/24	$2,416.22
Farmers Co-op Oil Co	Fuel for Landfill 04/12/24	$1,757.28
Farmers Co-op Oil Co	Fuel for Landfill	$2,455.91
Farmers Co-op Oil Co	Streets - oil for forklift	$19.11
Farmers Co-op Oil Co	4/23/2024 fuel delivery to csc	$1,514.10

Farmers Co-op Oil Co	Shop - bulk 15w40 (135 gal)	$2,182.95
Farmers Co-op Oil Co	Fuel for Landfill 04/26/24	$2,944.24
Farmers Co-op Oil Co	4/5/24 fuel delivery to Kendrick golf course	$1,657.21
Farmers Co-op Oil Co	4/19/2024 fuel delivery to Kendrick golf course	$60.76
Farmers Co-op Oil Co	4/8/2024 fuel delivery to SWTP	$1,132.31
Farmers Co-op Oil Co	4/26/2024 fuel delivery to Kendrick golf course	$622.11
Farmers Co-op Oil Co	4/15/24 fuel delivery to csc	$1,572.90
A & M Service & Supply Inc	Scale House Printer Toner	$141.00
A-Plus Services LLC	Tow Charges	$300.00
Ace Hardware-Newkirk	Rope to repair ladder - Rope SISAL 3/8"x400' Tan 5	$17.70
Ace Hardware-Newkirk	sledge hammers	$80.85
Ace Hardware-Newkirk	Misc. small tools	$143.52
AlphaGraphics of Wyoming	Printed court forms	$1,029.00
AlphaGraphics of Wyoming	Business cards - Trai & Earl	$78.00
AlphaGraphics of Wyoming	Business Cards	$147.00
AM Signal LLC	RRFB (Rectangular Rapid Flashing Beacons) Updates	$34,243.15
Amazon Capital Services #A33MIR27FEZN42	poster frame	$147.89
Amazon Capital Services #A33MIR27FEZN42	monitor mount, kitchen island cart, monitor	$799.82
Amazon Capital Services #A33MIR27FEZN42	pc mount, batteries, mouse, cable management	$115.48
Amazon Capital Services #A33MIR27FEZN42	chair mat, wastebasket, clipboard, pad	$144.02
Amazon Capital Services #A33MIR27FEZN42	paper, dog treats	$105.35
Amazon Capital Services #A33MIR27FEZN42	envelopes, certificate holders, certificates	$105.34
Amazon Capital Services #A33MIR27FEZN42	batteries, sticky notes, pens, beverage stirrers	$63.11
Amazon Capital Services #A33MIR27FEZN42	Knipex flexible hose cutter	$103.47
Amazon Capital Services #A33MIR27FEZN42	wireless mouse	$66.02
Amazon Capital Services #A33MIR27FEZN42	batteries, mouse	$40.32
Amazon Capital Services #A33MIR27FEZN42	sharpies	$37.87
Amazon Capital Services #A33MIR27FEZN42	return of microphone	($22.09)
Amazon Capital Services #A33MIR27FEZN42	batteries	$28.21
Amazon Capital Services #A33MIR27FEZN42	pens, labels, sticky notes	$115.32
Ameri -Tech Equipment Company	RC332 - tailgate holding valve	$219.61
American Engineering Testing Inc	Geotech Report - 1050 N Sheridan Ave	$5,000.00
American Maid	city hall cleaning for April 2024	$2,000.00
American Maid	UM office cleaning	$450.00
American Maid	Deep cleaning of City Hall	$3,600.00
American Welding & Gas Inc	Shop - welding supplies	$12.48
Ardurra Group Inc.	On-Call GIS Services 4/1/24 - 4/30/24	$8,605.00
Ayres Associates Inc	DDD Zoning Prof. Svcs. thru 4/20/2024	$11,974.89
B&B Leasing Company	Sharp Copier Model No BP50C26, Serial No. 25059278	$157.43
Babe's Flowers Inc	Flowers	$75.00

Big Horn Logistics LLC	Quarterly SCADA Programming, New Interface	$904.00
Big Horn Sanitation	South Park sanitation fee	$432.00
Bighorn Design Studio LLC	Shop - Uniforms/clothing	$1,372.50
Bloedorn Lumber	Streets supplies 2X4	$21.30
Brian's Boot & Shoe Company	Safety Boots-Justin Stevens	$157.45
Buggy Bath Unlimited LLC	April 2024 SWR Truck Wash and Monthly Landfill Pas	$293.39
Burns & Mc Donnell	Landfill - Cell 10 & Remediation - P.S. March 24	$52,679.41
Burns & Mc Donnell	Cell 10 Title V - Prof. Svcs. 3/1/24 - 3/31/24	$25,508.09
Carquest Auto Parts	Mud Flaps for Dump Truck 3-81	$30.00
Carquest Auto Parts	Grease for Solid Waste Trucks	$38.58
Carquest Auto Parts	Grease for Solid Waste Trucks	$64.30
Cedars Health LLC	Occupational Testing	$1,145.00
Certified Laboratories	Shop - Gear Oil	$568.02
CHS Inc.	Hot Plant Oil - Streets	$11,890.29
CMI-Teco	WC701 - sensors & pressure switches	$320.30
CMI-Teco	WC7002 - m/c plugs & led signal stats	$60.20
CMI-Teco	RC301 - 2024 Mack MD742 Roll-Off Truck	$140,207.00
Coca-Cola Bottling Company High Country	Pallet of Water for Landfill 05/14/24	$642.60
Communication Technologies	Radio Install for New Recycling Roll Off Truck RC3	$708.20
County Trash LLC	Dumpster pickup-biweekly	$115.00
Crescent Electric Supply Co	return	($119.37)
Crescent Electric Supply Co	Sump pump electrical lines	$107.55
Crescent Electric Supply Co	Sump pump electrical lines	$536.10
Crescent Electric Supply Co	Sump pump electrical lines	$77.32
Crescent Electric Supply Co	Sump pump electrical lines	$11.51
Cummins Rocky Mountain	Shop software - Insite Pro	$770.00
Current Electric LLC	Troubeshot Washington Park water sales	$105.00
Dana Kepner Company	12" brass saddles	$1,028.40
Direct Electric	Added double outlets on 3rd floor city hall	$552.32
DOWL LLC	N. Clarifier Design - Prof. Svcs. 3/24/24 - 4/20/2	$9,540.00
DOWL LLC	Terra Turner - Prof. Svcs. 3/24/2024 - 4/20/2024	$36,955.00
Downtown Sheridan Assoc	SPAC membership in DSA	$200.00
Empathia Inc	EAP services 5/1/24-7/31/24	$1,039.50
Employers Council	Pre Employment Background Checks	$1,268.75
Engineering Associates	Spec Update - Prof. Svcs. 1/19/24 - 4/19/24	$13,110.24
Enviro-Clean Equipment Inc	ST343 - fuel tank cap	$44.92
Front Range Fire Apparatus LTD	Screen Strainer 2.50" (AKRON) for Tower 1	$45.45
Galls LLC	uniforms	$1,636.38
Government Finance Officers Association	Renew #300170049-Brett L Caiola	$190.00
Greenfold Services LLC	Janitorial Services	$1,960.00
Hach Company	Hach Service Partnership Agreement	$18,728.00
Harris Computer Systems	employee self service - Spec: July 2024	$612.34
Hawkins Inc	Sodium Hypo, Soda Ash and Sodium Hex	$14,096.02
Heartland Kubota LLC	Repair for unit # 4-89	$2,685.43
Heartland Tree Care LLC	Contractor tree pruning at Kendrick Park	$3,520.00
Home Depot Credit Services	Marion House - blinds, alarm, fire ext & bulbs	$786.24
Home Depot Credit Services	Rebar for parks grounds maintenance	$16.35
Home Depot Credit Services	Brass fitting and valve for irrigation repairs	$80.98

Home Depot Credit Services	Portable Power	$199.00
Home Depot Credit Services	Parks grounds maintenance irrigation repair suppli	$409.21
Home Depot Credit Services	Compost and potting mix for annuals	$197.64
Home Depot Credit Services	Lumber for Parks Grounds Maintenance	$18.90
InfoSend Inc	Utility Bill Insert - Spring Mailer	$1,111.58
Interstate Engineering Inc	Kendrick Pool - Prof. Svcs. 3/17/24 - 4/6/24	$26,715.70
Interstate Power Systems	TS366 Boom Repair (Bucket Truck)	$14,982.67
J J Keller & Associates Inc	Streets - Safety Management Suite Subscription	$3,229.00
JC Contracting Inc	E. 5th St. Corridor misc. - sewer line repair	$18,471.16
John Deere Financial #1111308145	Extension cord	$99.99
John Deere Financial #1111308145	Muck boots: Alex Patterson	$209.95
Kenny L Rolfe Matco Tools	Shop supplies - Disc cover & screws	$156.09
Kenny L Rolfe Matco Tools	Shop tools - Stud installer	$57.70
Kerns Law Office LLC	attorney consult	$438.75
Kilpatrick Creations Inc	1/4 zip shirts KF	$119.85
Kilpatrick Creations Inc	Uniform supplies for Parks Grounds Maintenance and	$1,353.80
Kilpatrick Creations Inc	Uniform supplies for Parks Grounds Maintenance and	$908.25
Kois Brothers Equipment Co	WC316 - keeper assys & HL-shoe, ejectors	$1,549.23
Kois Brothers Equipment Co	SN302 - pump boxes, hyd motor & spinner	$1,832.87
Lawson Products Inc	Shop supplies - pin & socket	$174.40
Lease Servicing Center Inc	payment #10 for TV370B and 836C	$5,811.21
Legacy Irrigation and Supply LLC	Streets - Pipe for Kendrick Park	$1,952.00
Leininger Law LLC	Prosecuting attorney fees	$5,661.25
LN Curtis & Sons	LNCurtis-Gauge BOW Liquid Filled Panel Mount AF	$83.00
Long Building Technologies Inc	Check UV-2 - Troubleshoot the termocouple on UV2.	$732.06
Lube Refiners LLC	PD126 - LOF service	$81.06
Lube Refiners LLC	PD201 - LOF service	$63.06
Martini's Automotive Detailing LLC	Auto Detailing UA269 - Utility Tech	$254.35
MC2 Engineering & Construction	N. Heights Ph III - CA 1/28/24 - 4/30/24	$8,075.00
MC2 Engineering & Construction	Beltway Ph I Grant Efforts - 2/1/24 - 4/30/24	$3,208.75
MC2 Engineering & Construction	Blacktooth Park Ph 4 - CA 1/28/24 - 4/26/24	$4,670.00
Memorial Hospital of Sheridan County	SMH-Pharmacy Supplies for April 2024	$15.86
Merchant McIntyre & Associates LLC	Infrastructure Grant Services - May 2024	$8,000.00
Midwest Laboratories Inc	2nd Compost Testing 03/28/24	$418.00
Montana Dakota Utilities Co	partial MDU bills	$17,685.52
Mullinax Concrete Service & Irrigation	Aggregate for cemetery	$1,240.69
Mullinax Concrete Service & Irrigation	Streets - Sand	$3,636.63
Napa Auto Parts	Battery for PK801	$60.80
Napa Auto Parts	Shop supplies - grease fitting	$11.07
Napa Auto Parts	Truck cleaning supplies	$14.97
Napa Auto Parts	item return	($31.00)
National Testing Network Inc	Testing Charges	$195.00
NFPA	Annual NFPA Membership Renewal for DC Brutlag ID N	$175.00
Norco Inc	(2) 2XL Pullover Sweatshirts	$49.96
Norco Inc	Janitorial supplies for parks grounds maintenance	$171.77
Norco Inc	paper towels, lens cleaners, ear plugs	$121.76
Norco Inc	Shop supplies - First Aid	$30.52
Norco Inc	Shop misc supplies	$241.68

Norco Inc	Janitorial supplies for Parks grounds maintenance	$296.84
Norco Inc	Eye wash flush, anti fog wipes, safety glasses	$51.65
Norco Inc	(5) 2XL Short Sleeve Safety Shirts and Lens Wipes	$83.44
Office Shop Inc	Copier charges	$373.36
Office Shop Inc	Contract rate for building dept printer	$17.20
Office Shop Inc	UM copier charges	$33.43
Office Shop Inc	Canon/IRAC5535i-III	$18.62
Office Shop Inc	City Hall copier usage 4/15/24 - 5/14/24 #3546-01	$144.09
Office Shop Inc	New chair for City Planner	$610.70
One-Call of Wyoming	(592) One-Call Tickets for April 24 CDC	$444.00
One-Time Customer Refund Vendor	Refund - 1749 Sagebrush Dr	$59.35
One-Time Customer Refund Vendor	Refund - 230 E Burrows St, 1657 Holloway Ave, 609	$129.80
One-Time Customer Refund Vendor	Refunds - 1421 Dana Ave , 507 N Sheridan Ave	$55.67
One-Time Customer Refund Vendor	Deposit Refund - 314 Pheasant Pl	$64.83
One-Time Customer Refund Vendor	Refund - 601 N Sheridan Ave	$5.00
One-Time Customer Refund Vendor	Refund - 209 Wyoming Ave	$63.58
One-Time Customer Refund Vendor	Refund - 1355 Granite Ln	$35.31
One-Time Customer Refund Vendor	Refund - 222 W Loucks St.	$59.35
One-Time Customer Refund Vendor	Refund - 1138 Cross Creek Ct	$5.00
One-Time Customer Refund Vendor	Refund - 117 E 7th St.	$45.58
One-Time Customer Refund Vendor	Refund - 829 S Main St.	$5.00
One-Time Customer Refund Vendor	Refund -1987 Edwards Dr # C	$65.84
One-Time Customer Refund Vendor	Refund - 2153 Skyview West Dr	$3.08
One-Time Customer Refund Vendor	Deposit Refund - 440 W 5th St.	$59.68
One-Time Employee Reimbursement Vendor	Municipal Court Conference Reimbursement: mileage	$646.50
One-Time Employee Reimbursement Vendor	Military grade ballistic rated safety glasses for	$152.70
One-Time Employee Reimbursement Vendor	WPSG-Structural Fire Gloves (PPE) for Jason Etchec	$144.80
One-Time Employee Reimbursement Vendor	Clothing Reimbursement	$211.96
One-Time Employee Reimbursement Vendor	Uniform Boots	$105.96
One-Time Employee Reimbursement Vendor	CID Clothing	$361.18
One-Time Employee Reimbursement Vendor	J. Attebury: WARWS reimbursement (April 16-19)	$176.50
One-Time Employee Reimbursement Vendor	Clothing for MGalloway 5-10-2024	$103.88
One-Time Employee Reimbursement Vendor	CID Clothing	$318.43
One-Time Employee Reimbursement Vendor	Justin Stevens CDL Learners Permit	$47.25
One-Time Employee Reimbursement Vendor	T.Manolis: WARWS reimbursement (April 16-19)	$176.50
One-Time Employee Reimbursement Vendor	M. Burtis: WARWS reimbursement (April 16 -19)	$176.50
One-Time Employee Reimbursement Vendor	D. Davis: WARWS reimbursement (April 16-19)	$176.50
One-Time Miscellaneous Accounts Payable Vendor	2023 California Unclaimed Property	$79.33
Peak Consulting	Consultant help with Firefighter Testing	$6,000.00
Peak Pest Solutions LLC	Monthly service	$125.00

Peak Pest Solutions LLC	Monthly service	$78.75
Peak Pest Solutions LLC	Monthly Pest service	$131.25
Porter Muirhead Cornia & Howard	audit progress bill	$20,000.00
Porter Muirhead Cornia & Howard	FY23 Audit	$50,000.00
Powder River Power of Sheridan Inc	Shop supplies - Fitting o-ring, brass fitting	$36.52
Powder River Power of Sheridan Inc	WC316 - hyd hose, assy & fittings	$103.48
Powder River Power of Sheridan Inc	Hose fittings and hydraulic lines for KGC	$207.54
Powder River Power of Sheridan Inc	Sockets	$16.45
Powder River Power of Sheridan Inc	RC332 - hyd hose, assy & fittings	$102.79
Powder River Power of Sheridan Inc	LF324 - air hose, nipple & ball valve	$167.32
PreCise MRM LLC	Dump truck GPS	$160.00
Quill LLC	Toner for Printer	$147.98
R.I REP CORP	2inch meters	$1,743.30
R.I REP CORP	2inch meters	$877.21
Randall Engineering Surveys	Survey/Mapping for 1050 N. Sheridan Ave	$2,170.00
Range	Crimestoppers	$33.79
Regency Midwest Ventures Limited Partnership	WARS spring conference hotel rooms	$303.00
Regency Midwest Ventures Limited Partnership	WARS spring conference hotel rooms	$303.00
Regency Midwest Ventures Limited Partnership	WARS spring conference hotel rooms	$303.00
Rhonda M Gould	Seamstress	$30.00
Royer Quality Castings Inc	Locking Well Cap	$52.41
Servall Uniform & Linen Supply	SWR Bi Weekly Rug Cleaning 05/02/24	$147.08
Servall Uniform & Linen Supply	Landfill Bi Weekly Rug Cleaning 05/02/24	$260.28
Servall Uniform & Linen Supply	Rug Cleaning	$195.64
Servall Uniform & Linen Supply	Uniform and rug cleaning	$215.49
Servall Uniform & Linen Supply	UM rug cleaning	$104.19
Servall Uniform & Linen Supply	Clean Rugs for SFR 5-9-2024	$35.32
Sheridan Commercial Co	dry erase markers and equipment paint for building	$21.35
Sheridan Commercial Co	Eng - desk organizer	$14.19
Sheridan Commercial Co	Shop supplies - clamp & tubing	$19.88
Sheridan Commercial Co	Fasteners and anchors for CPAT boxes in station 5-	$7.38
Sheridan Commercial Co	Weed and Pest supplies	$88.15
Sheridan Commercial Co	Streets hot plant supplies - hinges	$22.43
Sheridan Commercial Co	Fasteners, anchors, and picture hanging strips for	$17.68
Sheridan Commercial Co	WP47 - 6' of 1/2x3/4x100 clr tubing	$12.31
Sheridan Commercial Co	WP47 - 3/8-18 npt tap	$15.28
Sheridan Commercial Co	Copy paper	$269.00
Sheridan Commercial Co	Hand Wash	$63.45
Sheridan Commercial Co	Toilet cleaner, air spray	$19.98
Sheridan Commercial Co	CO Detectors for Public-Education Program 5-12-202	$99.88
Sheridan Commercial Co	Departmental supplies for Weed and Pest	$317.49
Sheridan Commercial Co	Batteries	$22.47
Sheridan Commercial Co	Office Supplies	$97.48
Sheridan Commercial Co	Streets supplies - fasteners & anchors	$3.28
Sheridan Commercial Co	Streets - floor mats and binder	$711.61
Sheridan Commercial Co	Streets - sealant	$11.98
Sheridan Commercial Co	Mason drill bit	$18.87
Sheridan Commercial Co	Kitchen trash bags	$20.94
Sheridan County Chamber of Commerce	Ignite conference	$340.00

Sheridan County Chamber of Commerce	Monthly Chamber Luncheon - R. Bridger, S. McRae, A	$175.00
Sheridan County Public Works	PL Ad - Gage R Wandler Sub	$7.00
Sheridan Floor to Ceiling	Repair to Council Chambers window blind	$254.00
Sheridan Media	Community Clean Up Ad 04/02/24	$63.00
Sheridan Media	Spring Free Day Ads 04/23/24 & 04/30/24	$196.00
Sheridan Memorial Clinics	Occupational Testing	$42.00
Sheridan Newspapers Inc	Minutes of Regular City Council Meeting 4/1/24	$747.90
Sheridan Newspapers Inc	Notice of passage of Ord 2275	$21.60
Sheridan Newspapers Inc	Notice of passage of Ord 2277	$18.90
Sheridan Newspapers Inc	Minutes of City Council Meeting 4/15/24	$874.80
Sheridan Newspapers Inc	LPO 41271 - Notice for PC for The Villages	$29.70
Sheridan Newspapers Inc	LPO 41272 - PH for CC for Towns Minor	$21.60
Sheridan Newspapers Inc	LPO 41269 - SWTP Flooring Ad for Bids	$291.60
Sheridan Newspapers Inc	LPO 41265 - 2024 R&O Ad for Bids	$283.50
Sheridan Newspapers Inc	LPO 41273 - 41 Day Ad for Cell 10 Ph I	$145.80
Sheridan Transportation Taxi	Safe Ride	$1,953.00
Simplot Partners	Fertilizer for Weed and Pest	$3,221.60
Simplot Partners	Fertilizer for KGC	$664.80
Smith Psychological Services LLC	Therapy Services	$750.00
Stantec Consulting Services Inc (SCSI)	Main St. - Const. Obs. 3/23/24 - 4/19/24	$17,338.50
Stephen Howard Tucker	Recruitment Video	$3,159.38
Stryker Sales Corporation	cable external power extension	$644.80
Talx Corporation	Equifax workforce solutions	$1,803.00
Tank Management Services	Fuel Monthly Report	$727.00
Target Solutions Learning LLC	Guardian Tracking	$1,280.95
Team Laboratory Chemical LLC	Streets - Tack Coat	$235.76
Team Laboratory Chemical LLC	Streets - Fine Road Patch	$1,131.97
The Rogers Law Firm LLC	Public defender for D. Camp	$332.50
The United States Composting Council	Bronze Soilbuilder Membership Renewal	$525.00
Thomas J Klepperich	Judge Klepperich April hours	$3,225.00
Thompson Master Masons, Inc	Masonry infill for vent piping in fire station 5-7	$250.00
Tire Rama	Replacement tires for mower	$97.90
Tire Rama	PK411 - new tires installed (2)	$97.90
Tire Rama	GC - mower tire repair	$36.95
Tire Rama	ST493 - swapped rear tires	$310.00
Tire Rama	WC37 - R&R Rimco steel wheels (8)	$1,299.60
Tires for Reclamation Inc	Tire Recycling 05/02/24	$1,513.00
Toro NSN	May fee for KGC software	$175.00
Transaction Warehouse Inc	profile/quickpay/automatic payments - APR 2024	$3,853.80
Tree Mechanics	Cottonwood deep root fert	$136.00
Tri State Oil Reclaimers, Inc	Shop - Haul used oil & antifreeze	$75.00
Trihydro Corporation	2023 R&O - CA thru 3/30/2024	$2,139.75
Trihydro Corporation	Environmental Monitoring and Reporting - March 30,	$15,621.26
Trihydro Corporation	Security Gates - prelim. design thru 3/30/2024	$11,538.00
TruGreen	Fertilizer	$125.00
TWS Trucking Services LLC	Hauled Tires for Recycling 05/02/24	$800.00
Tyler Technologies Inc	utility billing implementation	$1,304.00
Tyler Technologies Inc	resident access migration	$1,400.00
Visionary Communications	Buisness wireless internet	$220.68
VRM Inc	Fire System Deployment on TANA LF473	$5,650.00
VRM Inc	Repaired Roll Off Truck Bin 1	$970.00

Wastebuilt Environmental Solutions Inc	(60) Rear Load Dumpster Lids	$1,553.11
Water Products & Solutions	CSC - Water dispenser rental	$10.00
Weed Warriors	Contractual mowing for Parks grounds maintenance	$2,240.00
Western Water Consultants Inc	12th St. Realignment - Prof. Svcs. 2/1/24 - 3/31/2	$2,000.00
Winsupply of Sheridan Wy Co	Irrigation repair supplies for parks grounds maint	$251.72
Winsupply of Sheridan Wy Co	Irrigation supplies for parks grounds maintenance	$296.15
Winsupply of Sheridan Wy Co	Irrigation supplies for parks grounds maintenance	$503.36
Winsupply of Sheridan Wy Co	Irrigation supplies for parks grounds maintenance	$49.68
Winsupply of Sheridan Wy Co	Irrigation supplies for parks grounds maintenance	$146.92
Winsupply of Sheridan Wy Co	Irrigation supplies for KGC	$44.28
Winsupply of Sheridan Wy Co	Streets - Misc supplies	$1,925.91
Winsupply of Sheridan Wy Co	Streets - 1/8 Bend PVC	$36.57
Winsupply of Sheridan Wy Co	Meter pit repair 721 Big Goose	$55.47
WLM Excavation	Asphalt prep for columbarium parking	$8,940.00
WY Department of Transportation	E. 5th St. Corridor - WYDOT thru 1/2/2024	$1,616.24
WY Department of Transportation	E. 5th St. Corridor - WYDOT thru 12/1/2023	$1,746.23
WY Department of Transportation	E. 5th St. Corridor - WYDOT thru 11/1/2023	$413.06
WY Department of Transportation	E. 5th St. Corridor - WYDOT thru 5/1/24	$14,208.31
WY Dept of Enviromental Quality	Cell 10 Title V - Permit App Fee	$500.00
WY Office of Attorney General	Crime Victims surcharges 04.2024	$35.00
Wyoming Electric Inc	Replaced Belts on Exhaust Fan at Recycling Center	$206.00
Wyoming First Aid & Safety Supply LLC	Restock of firstaid kit supplies for City Hall	$156.90
Wyoming Machinery Company	STL435 - cover-roof	$705.47
Wyoming Regional EMS LLC	FY24 Ambulance Service	$12,420.00
Wyoming State Treasurer	Payment #2 Fire A Promissory Loan	$86,275.00
Wyoming Water Association	Wyoming Water Association 2024 Membership Dues Mu	$600.00
Yonkee & Toner LLP	city attorney April fees	$22,093.43
Zowada Plumbing & Heating Inc	heater repair	$114.00

Councilmember Weitzel moved, seconded by Councilmember Jennings, to approve the consent agenda. Mayor Bridger and Councilmember Weitzel recused themselves of voting for item A.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye
Aaron Linden	Absent

OLD BUSINESS

11. Consideration of Second Reading of PL-24-6, Ordinance 2278, Story House Property Company Rezone 44.86 Acres from B-2 to PUD. Public Works Director Hanns Mercer updated the Council.

Planning Commission member Beverly Leichtnam spoke regarding the Planning Commission's decision on the 39' roadway requirement.

Tom Bellus spoke regarding the PUD process.
Sarah Rohrer discussed the reasoning behind the road widths.

Councilmember Weitzel moved, seconded by Councilmember Brantz, to approve on Second Reading of PL-24-6, Ordinance 2278, Story House Property Company Rezone 44.86 Acres from B-2 to PUD. Councilmember Jennings moved, seconded by Councilmember Patceg, to amend the Story House Property Company Rezone to PUD to have 39' street widths to Block 7 of the PUD. Councilor Patceg moved, seconded by Councilmember Jennings, to amend Councilmember Jennings' amendment to require 39' street widths throughout the entire PUD.

Mayor Rich Bridger	Nay
Kristen Jennings	Aye
Steven Brantz	Nay
Andrew Patceg	Aye
Greg Luhman	Nay
Terry Weitzel	Nay
Aaron Linden	Absent

Vote on the main amendment:

Mayor Rich Bridger	Nay
Kristen Jennings	Aye
Steven Brantz	Nay
Andrew Patceg	Nay
Greg Luhman	Nay
Terry Weitzel	Nay
Aaron Linden	Absent

Vote on the main motion:

Mayor Rich Bridger	Aye
Kristen Jennings	Nay
Steven Brantz	Aye
Andrew Patceg	Nay
Greg Luhman	Aye
Terry Weitzel	Aye
Aaron Linden	Absent

NEW BUSINESS

12. Consideration of Resolution 18-24, Support for a SEEDA Grant to the Wyoming Business Council Business Ready Community Program. SEEDA Executive Director Robert Briggs updated the Council.

Councilmember Weitzel moved, seconded by Councilmember Luhman to approve Resolution 18-24, Support for a SEEDA Grant to the Wyoming Business Council Business Ready Community Program.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye
Aaron Linden	Absent

13. Council Comments and Requests for Future Agenda Items

A. Mayor Bridger and Council discussed boards and committees.

B. City Administrator Stuart McRae reminded Council that the next regular meeting will be at 5:30 P.M. instead of 7:00 P.M. Additionally, Mr. McRae will be out of the office and Chief Koltiska will be acting City Administrator Friday, May 24th.

17. Mayor Bridger adjourned the meeting at 9:25 P.M.

APPROVED:

_____

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

Treasurer

MEMORANDUM

RE:	**Claims**
From:	Darla Hawkins, Treasurer
To:	City Council
CC:	
Date:	

Discussion:

See attached claims list.

Attachments

Claims

Vendor	Description	Invoice Net
Elan Financial Services	postage, background searches, subscription	$522.98
Elan Financial Services	training, travel	$1,805.53
Elan Financial Services	Grainger purchases: Safety shields and ladder labe	$230.20
Elan Financial Services	supplies, redaction case, bulbs, video	$558.51
Elan Financial Services	Annual Car Wash Pass for Paul's Truck	$220.00
Elan Financial Services	software	$1,287.07
Elan Financial Services	Employee Recognition Supplies	$31.85
Elan Financial Services	ICC membership, tazer certification, IAEI conferen	$1,048.05
Elan Financial Services	Various items	$486.82
Elan Financial Services	UPlift desk- Jason Neavill	$1,697.00
Elan Financial Services	Office/Membership	$105.58
Elan Financial Services	Parking blocks for KGC and safety cones for parks	$897.26
Elan Financial Services	Weed and Pest telecom services	$139.98
Elan Financial Services	Community Forestry membership fee and equipment	$1,659.22
Elan Financial Services	uplift desk, software, supplies	$4,866.97
Elan Financial Services	R. Bridger Working Lunch Meetings	$242.95
Elan Financial Services	training, lift parts	$336.00
Elan Financial Services	registration, supplies, travel	$2,033.22
Elan Financial Services	travel	$376.48
Elan Financial Services	training, travel	$881.00
Elan Financial Services	return	($150.00)
Elan Financial Services	food return	($139.71)
Elan Financial Services	return	($4.14)
Elan Financial Services	supplies	$6,034.49
Elan Financial Services	refund	($628.60)
Elan Financial Services	certifications, training, equipment	$383.25
Elan Financial Services	return	($50.00)
Elan Financial Services	flowers, install, lodging	$1,169.87
Elan Financial Services	portable restroom	$17,597.00
Elan Financial Services	postage, supplies for Marion House	$391.29
Elan Financial Services	software, training	$1,702.82
Elan Financial Services	software, memberships, training, uniforms	$3,424.83
Elan Financial Services	Leadership WY (Luhman), 2024 Funding Summit (Luhma	$2,987.99
Elan Financial Services	shipping, electronics, lodging	$1,268.83
A Plus Plumbers & Appliance Repair	Actuator repair for Blacktooth	$334.70
Ace Hardware-Newkirk	Oil and trimmer line for KGC	$278.86
Ace Hardware-Newkirk	Bolts/Utility Knife	$23.17
Ace Hardware-Newkirk	Gasket material for irrigation repair	$5.37
Ace Hardware-Newkirk	Items for Twin Lakes: key master, hose washers, nu	$34.38
AlphaGraphics of Wyoming	Planning - Public Notice 18x24 yard signs	$271.00
AlphaGraphics of Wyoming	Restroom sign for Blacktooth Park	$566.64
AlphaGraphics of Wyoming	Gas, Electric tags for inspections	$626.78
Amazon Capital Services #A33MIR2	USB adapter for Parks Maintenance truck	$14.98
Amazon Capital Services #A33MIR2	printer cartridge return	($189.04)
Amazon Capital Services #A33MIR2	batteries, mouse	$89.67
Amazon Capital Services #A33MIR2	return of mouse	($67.68)

Amazon Capital Services #A33MIR2	return of mouse	($66.02)
Amazon Capital Services #A33MIR2	file cabinet	$89.09
Amazon Capital Services #A33MIR2	plumbing code manual, flash cards	$35.94
Amazon Capital Services #A33MIR2	door stopper, wipes, under cabinet lights	$46.77
Amazon Capital Services #A33MIR2	stamp, markers, tape, headphones, sharpies, staple	$107.72
Amazon Capital Services #A33MIR2	AAA batteries	$26.17
Amazon Capital Services #A33MIR2	return of storage container	($49.41)
Amazon Capital Services #A33MIR2	wireless keyboard and mouse	$82.99
Amazon Capital Services #A33MIR2	dna swabs, sharpes containers, hard drive	$336.98
Amazon Capital Services #A33MIR2	chairs, closet rod	$248.97
Amazon Capital Services #A33MIR2	3 hole punch, bluetooth adapter	$35.66
Amazon Capital Services #A33MIR2	ITEM: Wireless Keyboard and Mouse Combo - Samsers	$48.99
Ameri -Tech Equipment Company	RC332 - button pack	$451.28
American Maid	Restroom cleaning for parks	$1,162.50
Anderson Forklift Inc.	RC448 - knobs & decals	$101.47
Arizona Machinery LLC	parts	$723.41
Associated Construction Engineerin	Boiler Plant Upgrade Engineering	$19,760.00
AT&T Mobility	MDC Aircards	$480.48
Bighorn Security LLC	Final phase of the security system install for SFR	$1,999.98
Brian's Boot & Shoe Company	Uniforms/clothing - boots	$200.00
Brian's Boot & Shoe Company	Steel toe boots - Robert Morris	$197.95
Brian's Boot & Shoe Company	Steel toe boots - Mark Conrad	$197.95
Burns & Mc Donnell	Cell 10 Title V - Prof. Svcs. 4/1/24 - 4/30/24	$23,549.25
C & K Equipment Sales Inc	PK402 - 50HR service	$501.47
Carquest Auto Parts	Unit #BG4-21 lawn mower (seafoam fuel additive)	$37.84
Carquest Auto Parts	Shop supplies - Diesel fluid	$45.60
Carquest Auto Parts	UA269 Windshield Wiper Blades	$26.78
CDG Engineers Inc	W. 5th St. Bridge - Prof. Svcs. 4/1/24 - 4/30/24	$3,651.00
CDG Engineers Inc	S. Downtown - Prof. Svcs. 4/1/24 - 4/30/24	$7,160.25
Chemtrade Chemicals US LLC	Alum Sulfate and freight surcharge	$8,829.34
CivicPlus LLC	Municode subscription - not prepaid May-June	$833.13
CMI-Teco	WC - Mack trucks biannual software updates	$2,100.00
CMI-Teco	RC332 - pressure sensor, wiring harness, injector	$1,318.51
CMI-Teco	WC701 - sensors	$1,523.34
CMI-Teco	WC713 - fuel control module	$595.41
CMI-Teco	RC301 - PTO wiring to provide pump protection	$2,458.87
Cobra Crete LLC	Lyon's Park entrance saw cut, prep and install	$8,650.00
Coca-Cola Bottling Company High C	Pallet of water UM shop	$642.60
Collection Professionals Inc	CPi Acct # 2527 Collections -4/1/2024-4/30/2024	$7,506.82
Collection Professionals Inc	CPI Acct #1885 Collections 4/01/2024-4/30/2024	$340.70
Communication Technologies	SN302 - new CM200D installed s/n: 751LZG4481	$700.70
Communication Technologies	STL434 - new CM200D installed s/n: 7511ZG4412	$312.45
Communication Technologies	STL439 - new CM200D installed s/n: 751LZC5283	$611.60
Communication Technologies	STL437 - new CM200D installed s/n: 751LZG4469	$513.80
Communication Technologies	RC201 - installed coax kit, antenna & connector	$145.75
Communication Technologies	Portable Radio Repair-connector and antenna 5-13-2	$113.55
Comtronix	UM fire monitoring	$120.00

Craftco Metals Services Inc	Crusher Body Resurfacing for Grinder LF476	$9,752.29
Crescent Electric Supply Co	Timeclocks for Decorative Lights (2)	$1,196.44
Dana Kepner Company	N. Heights misc. - backflow prev. & rebuild kits	$2,531.81
Dana Kepner Company	N. Heights misc. - backflow prev. & rebuild kits	$4,705.83
DOWL LLC	Terra Turner - Prof. Svcs. 4/21/24 - 5/18/24	$31,542.50
DOWL LLC	NE Transmission - Prof. Svcs. 4/21/24 - 5/18/24	$2,810.20
DOWL LLC	Transportation Plan Update	$1,940.50
DOWL LLC	E. 5th St. Corridor - Prof. Svcs. 4/21/24 - 5/18/2	$600.00
Elliott Equipment Company	Shop supplies - Wear pad, washer lock, nut hex	$36.04
Emergency Services Consulting Inte	SFR Master Plan 30% complete	$10,000.00
Energy Laboratories Inc	WY5600052: TOC lab sample analysis invoice (C24050	$261.00
Engineering Associates	Spec Update - Prof. Svcs. 4/18/24 - 5/17/24	$2,085.55
Enviro-Clean Equipment Inc	ST343 - brooms, wide sweep	$4,413.59
Fastenal Company	Streets - Vending Machine Supplies	$169.98
First Northern Bank of Wyoming	Cell 10 - Pay App #8 Retainage	$9,572.10
Flowpoint Environmental Systems I	repair	$658.95
Galls LLC	SG733 RBNV LG ELBECO UFX ULTRA-LIGHT TACTICAL LONG	$66.75
Galls LLC	SG733 RBNV LG ELBECO UFX ULTRA-LIGHT TACTICAL LONG	$671.46
Galls LLC	SH015 MDNV MD REG Mens PDU Rapid Shirt	$267.00
Galls LLC	SG733 RBNV LG ELBECO UFX ULTRA-LIGHT TACTICAL LONG	$133.50
GIG Forever LLC	Restriping for Malcolm Wallop Park	$350.00
GIG Forever LLC	Kendrick Park lot striping	$2,625.00
Grainger Inc	WC37 - solenoid air controls	$339.00
Granicus	Video Streaming Services (Swagit) FY24	$1,295.00
Hach Company	annual software subscriptions - prepaid	$18,728.00
Hawkins Inc	Azone 15, Sodium Bisulfite	$5,265.21
High Land Inc	Washington Park irrigation install	$29,820.00
Home Depot Credit Services	Shop supplies for Parks Grounds Maintenance	$184.48
Home Depot Credit Services	Misc supplies, shelves - Streets	$127.26
Home Depot Credit Services	Sanding sponges, rakes and shop supplies for Parks	$635.65
iCrave Industries	PD117 Outfitting- Radio/Siren, Lights & Accessorie	$5,328.84
iCrave Industries	PD117 - paint corr, interior detail & rpr armrest	$626.10
Joe Johnson Equipment LLC	ST342 - wire, 75 lbs.	$1,500.00
John Deere Financial #1111308145	Shop supplies for KGC	$144.88
Joshua A Meyers	Safe Rides	$372.00
Kane Funeral Services LLC	Cemetery markers for sections 51-62 and 70-90	$1,825.00
Keith Alan Van Pelt	April Strategy meetings	$656.25
Kilpatrick Creations Inc	Tactical work shirt for GJohnston 5-15-2024	$137.25
Kilpatrick Creations Inc	Initial embroidery set up fee for new test logo fo	$60.00
Kilpatrick Creations Inc	Uniform Shirts	$122.00
KnowBe4 Inc	KnowBe4 Additional Licenses	$621.00
Kois Brothers Equipment Co	WC713 - HL-transducer	$167.64
Landon's Greenhouse & Nursery Inc	Hanging baskets UM shop	$220.00
Lawson Products Inc	ST343 - Gr 12.9 socket head c/s	$1.35
Les Schwab Group Holdings LLC	PD103 - new tire (1) 265/60R-18 Wrgl AT ADV Kevlar	$212.56
LJS Concrete & Excavating LLC	N. Heights Ph III - Const. Pay App #1	$472,287.91
Lube Refiners LLC	PD142 - LOF service	$55.84

Lube Refiners LLC	PD111 - LOF service	$71.16
Luke A Goddard	Medical Doctor Coverage for June 2024	$500.00
Mark Lee Fritz	Repair for window leak at CSC	$225.00
MC2 Engineering & Construction	2024 R&O - N. Heights CA - 1/29/24 - 4/30/24	$15,875.00
MC2 Engineering & Construction	SWTP Flooring - Design 2/1/24 - 4/30/24	$3,683.00
Midland Implement Co Inc	Course supplies for KGC	$2,031.75
Midland Implement Co Inc	Irrigation ball valve	$158.41
Midland Implement Co Inc	PK49 - 7" adjuster asm	$128.52
Midland Implement Co Inc	PK411 - tie rods & ball joints	$420.75
Mike's Electric Inc	installed exit sign	$1,400.00
Mike's Electric Inc	(3) Exit Signs, (12) High Bays and (1) LED Wall Pa	$6,400.00
Morrison-Maierle Inc	Wetland Dr. Pathway - Prof. Svcs thru 4/26/2024	$6,154.25
Motorola Solutions Inc	FLEX server combining	$7,000.00
Mountain View Building Inc	Cell 10 - Pay App #8	$181,869.79
Mullinax Concrete Service & Irrigati	Streets - Pea gravel/sand	$4,821.94
Mullinax Concrete Service & Irrigati	Streets - gravel for CSC parking lot project	$577.98
Mullinax Concrete Service & Irrigati	Streets - Pea gravel	$2,774.58
Mullinax Concrete Service & Irrigati	Streets - gravel for CSC lot	$293.17
Napa Auto Parts	Shop supplies - brake parts cleaner	$40.68
Napa Auto Parts	Nitrile gloves, parts washer solvent, anti-seize a	$262.55
Napa Auto Parts	Parts washer solvent	$128.99
Norco Inc	Fire Extinguisher Brackets	$32.18
Norco Inc	Case of Paper Towels	$52.06
Norco Inc	Case of Wypall Paper Towels	$104.60
Norco Inc	Nano-Lok Lifeline: Safety harness/gear	$352.38
Norco Inc	Streets - Hard hats	$320.04
Norco Inc	Nitrile Gloves x4 boxes	$26.04
Northern Industrial Hygiene Inc	Rotary Park - limited lead-based paint survey	$2,000.00
Northern Underground LLC	Snow/Ice - Snow Haul 1/17/24	$960.00
Northern Underground LLC	Snow/Ice - Snow Haul 2/29/2024	$1,018.50
Office Shop Inc	chairs for Court office	$584.34
Office Shop Inc	3rd floor copier monthly copy charge	$329.93
Office Shop Inc	Monthly Copy Charges	$127.05
One-Time Customer Refund Vendor	landfill refund	$7.00
One-Time Employee Reimbursemer	Wellness Program Reimbursement	$200.00
One-Time Employee Reimbursemer	Riley Hauf CDL Learners Permit	$47.25
One-Time Employee Reimbursemer	Wellness Program Reimbursement	$100.00
One-Time Employee Reimbursemer	Collection Level I Exam	$106.00
One-Time Employee Reimbursemer	Wildland Boots for ZMcLain-Clothing Allowance $519	$491.31
One-Time Employee Reimbursemer	Troy Gilbert Reimbursement for WWTP Level I exam	$100.00
One-Time Employee Reimbursemer	Fuel reimbursement for T. Koltiska	$116.00
Pace Analytical Services LLC	WY5600052-BacT sample analysis invoices	$100.00
Pace Analytical Services LLC	WY5600052-BacT sample analysis invoices	$493.20
Pace Analytical Services LLC	WY5600052-BacT sample analysis invoices	$551.10
Pace Analytical Services LLC	WY5600052-BacT sample analysis invoices	$481.20
Pace Analytical Services LLC	WY5600052-BacT sample analysis invoices	$100.00
Park Reservoir Company	Annual operating assessment of $7.00 per share (#1	$544.25

Parkers Glass Shop	Replacement of old windows	$7,680.00
Pepsi of Gillette/Sheridan	10 cases of water for CSC	$56.00
Powder River Power of Sheridan Inc	Pillow Block Bearing x2, Vbelt	$7,785.96
Powder River Power of Sheridan Inc	Keystock for Aerators	$43.66
Powder River Power of Sheridan Inc	WC78 - hyd hose, assy & fittings	$127.32
Powder River Power of Sheridan Inc	WC701 - brass fitting	$4.82
Powder River Power of Sheridan Inc	ST301 - hyd hose, assy & fittings	$52.55
Powder River Power of Sheridan Inc	ST301 - adapter fittings	$22.92
Powder River Power of Sheridan Inc	ST301 - adapter fittings	$7.72
Powder River Power of Sheridan Inc	ST301 - adapter fittings	$14.66
Quill LLC	toner	$197.98
Quill LLC	toner	$478.96
R & R Products Inc	Replacement tire for mower	$98.55
R & R Products Inc	Roller, trimmer and receiver for KGC	$614.70
R & R Products Inc	Replacement seats for Gators at KGC	$710.60
R J Thomas Manufacturing Compan	Replacement planks for park benches	$1,149.00
Regency Midwest Ventures Limited	D.Davis WARWS Conference Lodging	$303.00
Regency Midwest Ventures Limited	D.Davis WARWS Conference Lodging	$303.00
Regency Midwest Ventures Limited	D.Davis WARWS Conference Lodging	$253.00
Richard Owen Crays	MagPul Magazines	$536.00
Servall Uniform & Linen Supply	Rug Cleaning	$195.64
Servall Uniform & Linen Supply	Uniform and rug cleaning	$215.49
Servall Uniform & Linen Supply	Bi Weekly Rug Cleaning	$147.08
Servall Uniform & Linen Supply	City Hall rugs May 16 2024	$164.64
Servall Uniform & Linen Supply	UM rug cleaning	$104.19
Sheridan Artists Guild Et al	Administration for SPAC	$1,200.00
Sheridan Commercial Co	Flag Tape for Drop Sites	$3.39
Sheridan Commercial Co	Batteries, string trimmer line	$39.20
Sheridan Commercial Co	Shop - fasteners and anchors	$0.59
Sheridan Commercial Co	Shop supplies for Parks Grounds Maintenance	$383.89
Sheridan Commercial Co	Park supplies for Parks Grounds Maintenance	$544.35
Sheridan Commercial Co	Fasteners, batteries, cables for city hall	$73.92
Sheridan Commercial Co	Streets supplies - white marking paint	$87.24
Sheridan Commercial Co	Streets - supplies for 5th st proj	$79.16
Sheridan Commercial Co	Streets - Fasteners and anchors	$48.72
Sheridan Commercial Co	Primer; Glue; Adapter	$18.10
Sheridan Commercial Co	Conduit; Adapter	$29.43
Sheridan Commercial Co	Small tools: taper files	$17.18
Sheridan Commercial Co	Paper Towels	$43.17
Sheridan Commercial Co	6 rolls of duct tape for station 5-16-2024 GNeeson	$53.82
Sheridan Commercial Co	Streets supplies - CSC parking lot project	$29.65
Sheridan Commercial Co	Shop supplies for KGC	$499.13
Sheridan Commercial Co	Color Electrical Tape; Screw	$6.94
Sheridan Commercial Co	Bolts	$29.69
Sheridan Econ-O-Wash Laundry	Laundry Services - Shop	$48.00
Sheridan Econ-O-Wash Laundry	Laundry Services - Shop	$62.00
Sheridan Econ-O-Wash Laundry	Laundry Services - Shop	$36.00

Sheridan Econ-O-Wash Laundry	WWTP Econ-o-wash Laundry Services	$42.00
Sheridan Fire Equipment & Service I	Annual Servicing of fire extinguishers for SFR 5-2	$430.00
Sherwin Williams Company	Paint supplies for parks grounds maintenance	$46.00
Sherwin Williams Company	Paint to touch up ice cream dumpster	$38.62
Source Office & Technology	TASK CHAIR/SHIPPING-KAYANA	$355.92
Stalker Radar	Radar Units	$4,885.00
Steve's Truck Service Inc	RC363 - rplcd A/C comp, drier & DOC , reset ECM	$5,166.10
Steve's Truck Service Inc	RC363 Rebuild - engine, radiator & DPF filter kit	$9,776.90
Timothy L James	Removal/replacement of concrete for City Hall park	$11,046.00
Tire Rama	wc - spare drive tires	$1,960.85
Tire Rama	WC718 - LFI tire swapped out	$40.00
Tire Rama	wc - spare drive tires	$1,659.90
Tires for Reclamation Inc	Tire Recycling 05/22/24	$1,513.00
Top Office Products Inc	Copy Count for Admin and Station Copiers for May 2	$206.25
Torgerson's LLC	Streets - Lease payment for contract #000698	$2,360.00
Tractor Supply Credit Plan	Aquashade Pond Dye for Clarifier	$119.98
Tri State Truck & Equipment Inc	RC432 - pivot pin & spacer	$271.22
Tri State Truck & Equipment Inc	RC432 - hardware, bushings & pivot pins	$2,860.44
Two Roses Salon 1 Inc	Shop - Hydraulic Training	$5,980.00
TWS Trucking Services LLC	Hauled Tires for Recycling 05/22/24 and Hauled Tre	$1,100.00
Tyler Technologies Inc	annual application services 5/1/24-4/30/25	$137,221.90
Tyler Technologies Inc	annual content manager application 5/1/24-4/30/25	$2,185.00
Tyler Technologies Inc	annual Notify software 5/1/24-4/30/25	$6,000.00
Tyler Technologies Inc	utility billing implementation	$1,304.00
Tyler Technologies Inc	utility billing implementation	$2,608.00
Van Diest Supply Company	Larvicide for Weed and Pest	$640.00
Van Diest Supply Company	insecticide	$219.50
Van Diest Supply Company	insecticide	$200.00
Van Diest Supply Company	Defoamer for Weed and Pest	$86.76
Vertical Door Solutions Inc	Repair Door Next to Paul's Office	$372.50
VRM Inc	Labor to Replace Rollers, Axels and Inner Hangers	$870.00
VRM Inc	Labor to Replace Leaking Hydraulic Lines on TANA L	$5,035.40
WAM	convention registration	$810.00
WAM	WyoCMA Membership - S. McRae, J. Rizer	$225.00
Wamco Lab Inc	Quarterly LabTesting 2024 WWTP	$2,800.00
Water Products & Solutions	Shop - 5 gallon water	$8.75
Water Products & Solutions	CSC - Water dispenser rental	$10.00
Weed Warriors	Contracted mowing by Parks dept.	$1,640.00
Weed Warriors	Contractual mowing	$3,170.00
Western Water Consultants Inc	BGWTP Imp. - Prof. Svcs . 4/1/24 - 4/30/24	$3,577.10
Winsupply of Sheridan Wy Co	Irrigation Supplies for Parks Dept.	$369.40
Winsupply of Sheridan Wy Co	Irrigation supplies for Parks Grounds Maintenance	$64.72
Winsupply of Sheridan Wy Co	Irrigation supplies for Parks Grounds Maintenance	$49.80
WY Dept of Argiculture	Scale License for Landfill May 2024 - May 2025	$40.00
WY Dept of Argiculture	Scale License for Recycling May 2024 - May 2025	$40.00
WY Law Enforcement Academy	Dispatch Basic	$1,550.00
Wyoming Audiology & Hearing	Industrial audiogram for employees (T. Manolis, J.	$288.00

Wyoming First Aid & Safety Supply I	WWTP Med Cab. Supplies	$31.96
Wyoming Machinery Company	LF486 - filters, elements & sensors	$634.75
Wyoming Machinery Company	LF479 - elements	$68.05
DOWL LLC	WWTP S. Clarifier - Prof. Svcs. 1/21/24 - 2/17/24	$4,320.00
DOWL LLC	WWTP S. Clarifier - Prof. Svcs. 2/18/24 - 3/23/24	$3,024.00
DOWL LLC	NE Transmission - Prof. Svcs. 2/18/24 - 3/23/24	$8,212.00
DOWL LLC	Terra Turner Prof. Services 2/18/24 - 3/23/24	$32,847.50
Montana Dakota Utilities Co	partial MDU bills	$4,249.36
One-Time Customer Refund Vendor	insurance claim	$4,641.67
Tri State Truck & Equipment Inc	Payment #1 Volvo L90H2	$21,300.00

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

RE: Consideration of the Third and Final Reading of PL-24-6, Ordinance 2278, Story House Property Company Rezone 44.86 Acres from B-2 to PUD - Public Works Director Hanns Mercer

From: Hanns Mercer, Public Works Director

To: City Council

CC:

Date: 12/27/2023

Recommendation:

PL-24-6, Ordinance 2278. The applicant, Story House Property Company, LLC, is requesting to rezone 44.86 acres from B-2 Business District to a Planned Unit Development, PUD. Located at 2323 E. 5th St. (PIN 56842410000333).

Background:

Attachments

PUD Design Report

Aerial

Ordinance 2278

Development Agreement

STORY HOUSE VILLAGE PUD
PHASE 1

PUD DESIGN REPORT

PREPARED FOR:

CITY OF SHERIDAN

ON BEHALF OF:

STORY HOUSE PROPERTY COMPANY, LLC

WWC ENGINEERING

May 2024

STORY HOUSE VILLAGE PUD – PHASE 1
PUD DESIGN REPORT

Prepared for:	City of Sheridan 55 Grinnell Plaza Sheridan, WY 82801
On Behalf of:	Story House Property Company, LLC 40 E Works Street #1B Sheridan, WY 82801
Prepared by:	WWC Engineering 1849 Terra Avenue Sheridan, WY 82801 (307) 672-0761
Reviewed by:	Sarah Rohrer, P.E., Project Manager Jeff Barron, P.E., Civil Department Manager

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- Right-of-Way & Road Widths 2
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Appendix B Design Drawings

Appendix C Water and Sewer Design Report

Appendix D Drainage Design Report

Appendix E Geotech Report

Appendix F Traffic Report

INTRODUCTION

This report provides information regarding the master plan for the Story House Village Planned Unit Development (PUD) Phase 1 (Project) located in Sheridan, WY. The proposed PUD is located east of Interstate 90 north of State Highway 336, also known as Wyarno Road. Phase 1 of the Project encompasses a subdivision of approximately 44.86 acres within the southern half of the southeast quarter of Section 24, T56N, R84W as shown on the plat and construction drawings included in Appendix A and B respectively. This report encompasses only Phase 1 of the Development. Future phases of the PUD would encompass the remainder of the 169.47-acre property and will be evaluated at that time.

PUD LAYOUT

OBJECTIVE

The objective of Phase 1 of the PUD is to encourage a thoroughly planned development while integrating a balance of residential, commercial, retail, offices, open space, and parks. The intent is to achieve a mixed-use development that integrates a way to best serve and support future business development as well as the housing market. The business development is targeted to be a mixture of retail and professional services and the housing marketing is targeted to be a mixture of single family and multifamily development. The mixture and ratio of these uses will be primarily driven by the market. The intent of the PUD is to allow for flexibility and the ability to adapt to the changing needs of the market. Open space with a pathway system and large designated open space.

RIGHT-OF-WAY & ROAD WIDTHS

- 80’ Right-of-Way/36’-56’ Road along Story House Village Boulevard
- 80’ Right-of-Way/39’ Road along Story House Lane (west of Story House Village Blvd)
- 60’ Right-of-Way/36’ Road along Story House Lane (east of Story House Village Blvd)
- 60’ Right-of-Way/36’ Road along Baldwin Avenue
- 60’ Right-of-Way/36’ Road along Canterbury Drive

SECONDARY ACCESS

A secondary access route will provide Phase 1 of the PUD access to Wyarno Road as shown on Sheet 14 in Appendix B. The access will be owned and maintained by the HOA and built per the International Fire Code (IFC) requirements.

OPEN SPACE/PARKS

Phase 1 of the PUD contains 8.10 acres of open space integrated throughout 8 outlots and a pathway system, with additional open space earmarked for future phases. With the initial 38.38-acre development, 6.49 acres of additional open space was delineated into the Phase 1 boundary augmenting the total Phase 1 acreage to 44.86 acres. All open space areas will have access from public streets and a pathway system enhancing accessibility and utility. In future,

the developer intends to dedicate a total of 35 acres of open space as Story House Park. Story House Park will be maintained by the HOA after the developer's design and construction is completed. Story House Park will be maintained by the HOA after the developer's design and construction is completed. Story House Park will be open to the public for use (as managed by the HOA).

Natural Hazards

The proposed PUD property has been assessed, and no natural hazards were identified, requiring no proposed mitigation measures.

PUD Design Report

Uses and Building Types

Phase 1 of the PUD will be defined by two different zoning areas, B-1 and R-3. The Proposed Site drawing on Sheet 6 in Appendix B distinguishes the location for each.

The B-1 zoning area will include a mixture of housing, businesses, and commercial uses. No architectural themes and building types are being proposed. Types and sizes of units will follow permitted uses within the City of Sheridan's B-1 regulations. This includes a mixture of single-family dwellings, multifamily dwellings, townhouses, condominiums, and commercial structures. Sizes of units in the B-1 zoning area will be within the proposed setbacks and height requirements.

The R-3 zoning area will include residential housing. No architectural themes and building types are being proposed. Types and sizes of units will follow permitted uses within the City of Sheridan's R-3 regulations. This includes a mixture of single-family dwellings, multifamily dwellings, townhouses, and condominiums. Sizes of dwelling units in the R-3 zoning area will be within the proposed setbacks and height requirements.

Density

The proposed development for Phase 1 of the PUD includes both commercial and residential development. It will include the installation of a potable water system, a gravity sewer system, a lift station, and a force main and gravity sewer system routing back to the existing City of Sheridan system. Roadways will include curb and gutter, sidewalks, and pathways. All infrastructure will be designed and constructed in accordance with current City of Sheridan specifications.

	Percentage (%)	*Area (ac)*	*Area (ft^2)*	*Number of Lots/Outlots*
B-1	27.62 %	12.39	539,781	4
R-3	37.08 %	16.63	724,526	83
Open Space	18.06 %	8.10	352,826	8
Pathway	0.75 %	0.34	14,762	--
Right-of-Way	18.00 %	8.08	351,886	--
Roadways	9.62 %	4.31	188,053	--
Easements	8.94 %	4.01	174,676	--

The density for Phase 1 of the PUD includes 8 platted blocks that includes 83 R-3 lots, 4 B-1 lots, and 8 greenspace outlots. The density for Phase 1 in the B-1 and R-3 zoning areas will be as described in the following:

Block	*Acreage*	*Land Use*	*Units*
1	6.75	Residential	**171**
2	2.03	Commercial	**1**
3	2.00	Commercial	**1**
4	4.65	Residential	**20**
5	4.53	Residential	**64**
6	2.22	Residential	**24**
7	5.95	Residential	**80**
8	1.61	Commercial	**1**
		Total Residential Units	**359**
		Total Commercial Units	**3**

PARKING

Parking for the B-1 and R-3 zoning areas of Phase 1 will conform to the parking requirements designated by the City of Sheridan's B-1 and R-3 uses respectively except as designated below. Street parking within Phase 1 of the development will be as follows:

Proposed Parking Plan	
Story House Village Boulevard (SHV)	No On-Street Parking
Story House Lane	
• West of SHV	No On-Street Parking
• East of SHV – Block 4	No On-Street Parking
• East of SHV – Block 7	2 Sided On-Street Parking
Baldwin Avenue	
• East – Block 7	2 Sided On-Street Parking
• Central – Blocks 5/6	1 Side On-Street Parking
• West – Blocks 2/3	No On-Street Parking
Canterbury Lane	2 Sided On-Street Parking

Block 4 shall provide one (1) off-street parking space per dwelling unit.

Block 5 shall provide two (2) off-street parking spaces per dwelling unit.

Block 7 shall provide an alternate side parking plan during snow removal.

SETBACKS

All setbacks are measured from the property line. Setbacks for the B-1 zoning areas will conform to the following requirements:

Front yard. No front yard is required for any building.

Rear yard. No rear yard is required for any building other than a dwelling, in which case, a rear yard of not less than ten (10) feet shall be provided.

Side yard. No side yard is required for any building other than a dwelling, in which case side yards of not less than five (5) feet shall be provided.

B-1 Zoning Area Setbacks		
	Dwellings	All Other Buildings
Front Yard	N/A	N/A
Rear Yard	10’	N/A
Side Yard	5’	N/A

Setbacks for the R-3 zoning areas will conform to the following requirements:

Front yard. The minimum front yard depth shall be fifteen (15) feet. In the case of a corner lot, the primary front yard shall be the yard in which the principal entrance to the building faces as established per the building permit, and the depth shall be at least fifteen (15) feet.

Rear yard. The minimum rear yard depth shall be ten (10) feet.

Side yard. The minimum side yard depth shall be five (5) feet.

Driveway. The minimum driveway depth shall be twenty (20) feet.

R-3 Zoning Area Setbacks	
Front Yard	15’
Rear Yard	10’
Side Yard	5’
Driveway	20’

HEIGHT

Maximum height of structures for the R-3 zoning areas will conform to the height requirements designated by the City of Sheridan’s R-3 requirements. Height requirements for the B-1 zoning areas will conform to the following requirements:

Maximum height. The maximum height of a building in the B-1 zone is equal to the width of the right-of-way on which the building has frontage, except, the maximum height may be no less than forty feet (40′).

Setback exception. A portion of a building may exceed the maximum height if such portion is set back from all lot lines a distance of one (1) foot for each foot of such additional height.

Snow Storage

An approximate area of 0.5 acres has been dedicated north of Phase 1 for the City of Sheridan to utilize as snow storage. As future phases are developed, this location will be reevaluated and relocated as needed.

Construction and Maintenance

A contractor will be hired to construct the physical improvements for Phase 1 of the PUD. All streets and utilities will become the property of the City of Sheridan upon final acceptance of the improvements. Story House Park will be maintained by the HOA after the developer's design and construction is completed. Story House Park will be open to the public for use (as managed by the HOA).

Project Schedule

Phase 1 of the Story House Village PUD is anticipated to be completed within 5 years.

Lighting

Lighting within Phase 1 of the PUD will meet minimum City of Sheridan lighting requirements to ensure safety and visibility within the development are maintained. The development plans to strategically place lighting to minimize light pollution for the surrounding areas including adjacent Sheridan County residents.

Landscaping

Landscaping will include appropriate landscaping to soften the built environment, assist with stormwater, augment buffers, and help create an aesthetically pleasing development. Landscaping shall be suitable for the climate in Sheridan, shall not include any plants considered noxious or invasive, and planted in such a way to ensure maximum success and health.

K:\Sheridan\Story House Management\2023137 Story House Village\05CAD\Sheets\WORK\23137_VILG_PRKNG_LOT.dwg PARKING 5/13/2024 3:33:28 PM

FUTURE DRIVEWAY (2 PARKING SPOTS ADDED PER DRIVEWAY)

NO PARKING

PARKING SPOTS

TYPE	NUMBER
BLOCK 6 - STREET	35
BLOCK 7 (60 LOTS)	233
BLOCK 7 - STREET	*113*
BLOCK 7 - DRIVEWAY	*120*
TOTAL	268

BLOCK 1

BLOCK 4

BLOCK 3

BLOCK 5

BLOCK 8

BLOCK 2

BLOCK 6

BLOCK 7

STORY HOUSE LANE

STORY HOUSE VILLAGE

BALDWIN AVENUE

MOCKINGBIRD DRIVE

CANTERBURY LANE

WY HWY 336

WILDCAT ROAD

NO PARKING THIS SIDE OF STREET

ALTERNATE SIDE PARKING DURING SNOW REMOVAL (ENTIRETY OF BLOCK 7)

N

0 75' 150'

SCALE: 1" = 150'
11" x 17" PAPER SIZE

DRAFT

NO.	REVISION	BY	DATE

PROJECT NO. 2023-137

PREPARED BY
WWC ENGINEERING
1849 TERRA AVE.
SHERIDAN, WY 82801
(307) 672-0761
www.wwcengineering.com

STORY HOUSE PROPERTY COMPANY, LLC

STORY HOUSE VILLAGE PUD - PHASE 1

PARKING CONCEPT FIGURE ON LOT

SHERIDAN COUNTY, WYOMING

DESIGNED BY: SER
DRAWN BY: CIM
CHECKED BY: CDR
DATE: 02/14/2024

FIGURE
2

APPENDIX A

Plat

APPENDIX B

Design Drawings

APPENDIX C

Water and Sewer Design Report

APPENDIX D

Drainage Design Report

APPENDIX E

Geotech Report

APPENDIX F

Traffic Report

Story House Village PUD



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

CITY OF Sheridan WYOMING

Legend

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

Zoning City
- MA - Medical Arts District
- R1 - Residence District
- R2 - Residence District
- R3 - Residence District
- R4 - Residence District

Miles 0 ¾ 1½

Date: 12/27/2023 3:41 PM User: sgoodman

ORDINANCE NO 2278

AN ORDINANCE amending Ordinance No. 826, the Zoning Ordinance of the City of Sheridan, to zone the entirety of the land more particularly described in Appendix A Section 1., and shown on the attached Exhibit A, from an B-2 Business District to a Planned Unit Development (PUD); for the property designated as Story House Village Planned Unit Development Phase 1 to the City of Sheridan, Wyoming containing +/-44.86 acres.

WHEREAS, the owner of the following described land has petitioned the City Governing Body to rezone the same from an B-2 Business District to PUD, and a public hearing having been held thereon by the City Governing Body;

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

Section 1.
The following described land is hereby rezoned from a B-2 Business District to a PUD, to wit:

A tract of land situated in the S½SE¼ of Section 24, Township 56 North, Range 84 West of the Sixth Principal Meridian, City of Sheridan, Sheridan County, Wyoming, as shown on said tract being more particularly described as follows:

Commencing at the south quarter corner of said Section 24 (monumented with a 3¼" Aluminum Cap per PLS 6594); thence N00°15'50"E, 120.65 feet along the west line of said S½SE¼ to a 2" Aluminum Cap per PLS 6812 being the POINT OF BEGINNING this tract;

thence N00°16'03"E, 1094.87 feet along said west line to a 2" Aluminum Cap per PLS 5369;

thence N90°00'00"E, 535.01 feet to a 2" Aluminum Cap per PLS 5369;

thence S46°17'47"E, 391.87 feet to a 2" Aluminum Cap per PLS 5369;

thence N87°07'39"E, 893.32 feet to a 2" Aluminum Cap per PLS 5369;

thence S60°32'45"E, 756.24 feet to a 2" Aluminum Cap per PLS 5369 lying on the north right of way line of Wyarno Road (AKA State Highway No. 336);

thence along said north right of way line, through a curve to the right, having a central angle of 59°23'00", a radius of 1045.92 feet, an arc length of 1084.03 feet, a chord bearing of S61°18'38"W and a chord distance of 1036.15 feet to a standard WYDOT right of way monument at the end of said curve to the right;

thence along said north right of way line S01°14'12"W, 24.84 feet to a standard WYDOT right of way monument;

thence N89°00'40"W, 1464.84 feet along said north right of way line to the POINT OF BEGINNING.

Said tract containing 44.87 Acres of land, more or less. Bearings are based on the Wyoming Coordinate System, NAD 1983, East Central Zone. Distances are multiplied to surface by the Project Adjustment Factor of 1.00023549.

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

Section 3.
From the City of Sheridan Ordinance Appendix B Article 803, the PUD is found to:

1. Be compatible with the goals and policies of the City Master Plan and other applicable adopted plans and policies.
2. Be compatible with the area surrounding the project site.
3. Place no greater demand on existing City facilities and services than can be furnished by the City.

4. Insofar as practicable, preserves the landscape in its natural state by minimizing tree and soil removal.
5. Promotes the efficient use of land by means of more economical arrangement of buildings/lots, circulation systems, land uses, densities, and utilities.
6. Provides for useable and suitably located open space such as, but not limited to, bicycle paths, playground areas, courtyards, tennis courts, swimming pools, planned gardens, outdoor seating areas, outdoor picnic areas, and similar open space.
7. Demonstrates flexibility and quality in design to permit diversification in the location, type, and uses of structures.
8. Combines and coordinates architectural styles, building forms, and building relationships within the development and in concert with adjacent and surrounding land and development.
9. Be designed and controlled as a whole under the control of one (1) owner, partnership, corporation, or agency.
10. Give special attention to vehicular and pedestrian circulation and parking, the location and number of access points to public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic, and the arrangement of parking areas that are safe and convenient and, insofar as practicable, do not detract from the design of proposed structures and neighboring properties.

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

Section 4.
The Developer and the City of Sheridan shall enter into a Development Agreement which shall be controlling and binding over the rest of the property owned by the Developer, known as “Story House” and is currently zoned B-2. The City shall not grant or authorize any permit for construction or development of Story House property until such time as both parties have entered into the Development Agreement.

Section 5.
That this ordinance shall be in full force and effect immediately upon its passage and publication as provided by law.

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

ATTEST: _____
Richard Bridger, Mayor

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

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

_____, 2024 by _____.

_____
Notary Public

My commission expires _____.

DEVELOPMENT AGREEMENT

This Agreement is entered into as of the date executed by the last party, by and among the City of Sheridan, a Wyoming municipal corporation (hereinafter "City"); Story House Property Company, LLC (hereinafter "Developer"), referred to collectively as the "Parties".

RECITALS

WHEREAS, Developer owns undeveloped real property located and described as shown in **Exhibit A**; and

WHEREAS, Developer's real property (referred to as "the Real Property"), is located, as of the date of this Agreement, within both the City jurisdiction and County jurisdiction and this Agreement is intended to be binding on that portion of the Real Property annexed to the City and to contemplate the remainder of the Real Property to be annexed in the future; and

WHEREAS, the parties find it necessary to establish an agreement to memorialize the understanding of the parties and set forth the terms and conditions for the development of the Real Property; and

WHEREAS, the annexations of Story House were done in conformity with City Ordinance and Wyoming Statute; and

THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the legal sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

PURPOSE:

The purpose of this Agreement is to establish the terms, conditions and expectations of the parties necessary to ensure an efficient and effective phased development of the Real Property as a Planned Unit Development (PUD) for the benefit of the Developer, the City of Sheridan and the Sheridan community, as the PUD plan is approved by the City of Sheridan simultaneously with this Agreement.

ARTICLE I – HISTORY AND PROPERTY CONDITIONS

1.1 Water Availability. The City's water system currently has limited capacity to serve the Real Property, but is able to serve the lands identified as Phase I, herein, and for any use in B1 zoning or less. The City intends to construct a section of a water transmission line which is planned to loop adjacent to the Real Property and is commonly referred to as the NorthEast Extension project. City will prioritize the construction with the intention that it be completed by the 2025-26 construction season.

As a condition of this Agreement, the City commits that it will keep the North East

Extension Project as a priority in the City's intended use plan for drinking water projects. When the North East Extension Project is completed, it is anticipated the City's water system would be capable of serving the Story House Real Property at its annexed B-2 level.

1.2 Sewer Availability; Alternative On-Site Plant. The City's sanitary sewer system is not adjacent to the Real Property. The City has no plans and does not intend to extend sewer to the Real Property.

As an alternative, the City and Developer agree that Developer may construct a decentralized sewer system on the Real Property in compliance with WDEQ regulations and applicable codes, at its cost. The construction of the system shall be done in a manner which will allow for a future connection to City centralized sewer. The City will assume operation and maintenance of the decentralized sewer system in accordance with the Subdivision Improvement Agreement required by City Ordinance Appendix B Article 7 .

1.3 Jurisdiction. The Real Property subject to this Agreement is located within both the City and County jurisdictions. The term "Real Property" shall include the real property located in both jurisdictions. The term "Real Property in the City" shall only include real property which is located within the City municipal boundary. The term "Real Property in the County" shall only include real property located outside of the City municipal boundary.

1.4 Gravel Pit. The Real Property has a permitted gravel pit which is currently located outside the City jurisdiction. Developer intends to utilize the gravel pit. The City currently lacks sufficient zoning and permitting ordinances to allow for the operation of the gravel pit. The City intends to adopt necessary ordinances to allow for the gravel pit operation within the City jurisdiction . Developer shall meet all permitting requirements of the State. If the City adopts the intended ordinances and the gravel pit is annexed by the City, then Developer agrees to meet the permitting requirements for the City that allow for the development anticipated hereunder.

1.5 Zoning. The Real Property is currently zoned B-2. Developer has submitted a phased PUD Master Plan for the accepted development of the Real Property so that Phase I can be immediately commenced and the remaining Phases constructed thereafter.

1.6 Story House Phase I. The Developer has proposed Phase I of the Story House Development with the plans and uses set forth herein and the City approves the same, subject to the conditions hereof.

ARTICLE II – MASTER PLAN and USE

2.1 Conceptual Plans. Developer has submitted conceptual plans for Phases I, II and III for the immediate development of the Real Property. Phase I is anticipated to be no more dense than 600 residential units and the identified commercial areas. The remaining Real

Property is intended to be developed in accordance with the Conceptual Plan which is attached and incorporated at **Exhibit C**.

Master Plan. Developer has created a Master Plans for Story House Phase I-, which is attached and incorporated at **Exhibit D**. Future property development of Phase I shall substantially conform to the approved Master Plan. In the event that the Developer, or their successor, assign or transferee, requests material changes to the Master Plan, which significantly alters uses and/or density, the City may require a Master Plan amendment which must be approved pursuant to City of Sheridan Ordinance in effect as of the date of this Agreement. Provided, upon substantial completion of infrastructure in each Phase, all amendments to the Master Plan shall comply with the City Ordinance in effect at the time of the requested amendment.

2.2 Open Space. The open space necessary for all Phases shall be met and satisfied in accordance with Article 3.1 below.

2.3 De-annexation. The Developer reserves the right to petition the City for removal of the Real Property from the corporate limits. Any request to remove property from the corporate limits of the City shall be at the owner's cost and in compliance with Wyoming Statute the City will have discretion to approve or deny the request subject to Wyoming Statute.

2.4 Current Use. The parties acknowledge that the Real Property has historically been used in a ranch operation, and that such use is a pre-existing non-conforming use, including but not limited to the keeping and grazing of horses and cattle, that will be allowed to continue. As each lot is developed to a residential or commercial use, the right of non-conforming use of each occupied lot shall expire.

2.5 Gravel Pit. Upon the City adopting ordinances necessary to permit a gravel pit inside the corporate boundary of the City, the City will work with Developer to annex the Real Property in the County and allow for the continuation of gravel quarrying or other development anticipated in Developer's conceptual plans. The Developer, by this agreement, waives all rights to contest the annexation if the gravel pit ordinances allow for the development anticipated in the conceptual plans. Operation of the gravel pit will thereafter be in accordance with a gravel permit approved by the City of Sheridan.

a. Regardless of the annexation, the gravel pit shall be subject to the following conditions:
    i. No residential uses shall be allowed within 300 feet of the active mining area of the permitted gravel pit.
    ii. The active mining area within the gravel pit shall be fenced with fencing which prevents uninvited guests or trespassers from accessing the permitted gravel pit not later than when any residential unit(s) are constructed within 500' of the permitted gravel pit.
    iii. Gravel pit operations shall only occur during daylight hours.
    iv. Gravel trucks and equipment shall only use truck routes designated on the map attached hereto, or along routes otherwise approved by the City.

ARTICLE III – OPEN SPACE

3.1 Open Space.

3.1.1 The Real Property consists of approximately 224.24 acres, of which 176 acres is annexed to the City. . In accordance with Article 805.7, a minimum of twenty percent (20%) of the gross area of Story Houseshall be open space, which may be dedicated as open space as each phase is developed. Once all phases are completed 44.84 acres will be dedicated as open space., The park will consist of not less than 35 acres. with the balance consisting of open space, pathways or other qualified types of open space. As the remainder of the Real Property is annexed and made part of the PUD, additional area shall be committed to open space in proportion to the open space requirements for the Real Property.

a. Phase I has proposed 8.48 acres of open space which is .49 acre less than the required 8.97. The .49 acres shall be added to the required open space in Phase II.

b. The real property located southeast of the property on the other side of State Highway 336 shall not be open space that the City will accept to meet the ordinance requirements.

The required open space is to consist of a City park, pathways and/or other eligible areas allowed by Article 805.7. The City park shall consist of not less than 35 acres and referred herein as "the Story House Park". Story House Park shall be dedicated in three phases. Each phase shall dedicate up to 20% of the phase gross area for the Story House Park, not to exceed a total dedication among all three phases of 35 acres. All other remaining open space requirements shall be dedicated by the Developer as agreed to by the parties. Upon the annexation of the remainder of the Real Property now in the County the Developer and City will identify how any remaining open space is to be utilized. ,

c. Story House Park.

i. Use of Open Space During Construction: The area dedicated for open space shall be available for Developer's use during construction of the infrastructure, which includes but is not limited to Developer retaining the ability to design, excavate/grade, cut/fill areas and develop the water feature(s) in the open space, at the Developer's design, during the construction process of each phase.

ii. City Maintenance: Story House Park will be a public park maintained by the City after the Developer's design and construction noted above is completed. .

iii. Developer Construction of Playground: Developer will construct an improved area in Phase I that includes playground equipment and landscaping. Upon completion of the improvements, the City will assume maintenance of the park.

iv. Construction of Story House Park: After Developer has completed its design, cut/fill and establishment of the water features, Story House Park shall be developed and improved as an active park by Developer. It shall be maintained by the City in accordance with City adopted standards and Ordinances. The City shall be under no obligation to install or construct any building or facility except for those obligations and requirements imposed by local, state or federal law. It is intended that Story House Park will be developed in a similar fashion to other active parks. Prior to the construction of every improvement, building or facility, engineering and construction plans shall be submitted to the City Public Works Director for approval. The City Public Work Director shall evaluate all park improvements for the purpose of ensuring the City's capability of maintenance and the health, safety and welfare of the public. The approval shall not be unreasonably withheld.

v. Irrigation. The Developer and City will coordinate on the use of the reservoir to be constructed on the Real Property for irrigation of the Story House Park, as water is available for such use. Irrigation from the reservoir is subject to adequate water availability. he City agrees to assume all costs associated with the maintenance and operation of the irrigation it uses for the public open space once the system has been constructed by Developer. The City shall be granted the necessary easements to effectuate the Story House Park irrigation.

3.1.2 The Developer shall establish proper easements for use of owners within the Real Property of the pathways located throughout the Real Property, in locations generally shown in **Exhibit A**, with the goal of ensuring adequate pedestrian access to the Story House Park, and a pathway will be dedicated for public access from 5th Street to the Story House Park in the location identified on Exhibit A..

3.2 Application of Open Space.

~~3.2.1~~ The City finds and warrants that the designation of open space by this Agreement meets all terms and conditions of City code, regardless of which use is utilized by the Developer within any phase of the PUD, and no additional open space shall be required to be provided by Developer or subsequent Developer for the Real Property~~.~~

3.3 Lot Requirements. The availability of open space shall not be deemed a variance or waiver of any setback requirements, minimum lot sizes, building heights or other lot or building requirements of the City of Sheridan.

ARTICLE IV – WATER AND SEWER

4.1 Water availability. City water availability is currently limited to the residential and commercial uses described in Phase 1 of the Master Plan. Any commercial water availability shall be strictly limited to B-1 zoned uses. City water shall not be made available for any use which requires a flow rate greater than available at the time of this Agreement. Upon the construction of the water transmission line described in **Exhibit E**, water availability shall be determined by the capacity of the newly constructed line.

4.2 Water Line. Contingent on the funding described above, the City intends to construct a water transmission line located approximately as shown in **Exhibit E**. The North East Water Transmission line shall be planned, designed and constructed in accordance with the Sheridan Area Water System Master Plan, the City of Sheridan Public Infrastructure Design Standards, and the City of Sheridan Standard Specifications and Details for Street and Utility Construction.

a. The City intends to construct the proposed water transmission line as described herein not later than February of 2026. The construction of the water line is not a condition,for this Agreement. Any other water line to be constructed on the Real Property shall be constructed at the cost of the Developer and in accordance with all applicable City code and standards.

b. The availability of funding and financing for the water line construction is solely at the discretion of the City Governing Body.

4.3 Sewage Disposal. It shall be the responsibility of Developer to construct an on-site sewage disposal system to serve all construction in Phase I, which will be subject to the approval of the City and which will include the following: . All sewer lines shall be constructed in accordance with all applicable laws and standards. .

a. The decentralized design will be completed by Developers engineers and subject to approval by the City.

b. After construction, the City will own and operate the on-site sewage plant and associated infrastructure.

c. No plant investment fees will be charged for any connection to the system.

d. For the initial five years after the system is assumed by the City, the City shall charge no more than the standard sewer rates to other property owners on the City's centralized sewer system. Thereafter, the City may undertake a "cost to serve analysis" to determine if the sewer rate of the Story House Development should be adjusted, either up or down, depending if the actual cost of service is more or less than the otherwise-standard sewer rate charged to each property owner for the centralized system.

e.

f. The Sewer plant and all associated pipes shall set in a utility easement in favor of the City.

ARTICLE VI – EASEMENTS, RIGHT OF WAYS and PERMITS

6.1 Future Easements. All necessary easement and rights-of-way associated with any future development of Developer shall be dedicated by Developer, at Developer's expense, with the approval of a final plat or the granting of a building permit. Easements and rights-of-ways for each phase will be laid out and granted to accommodate the development of other properties where deemed necessary by the City at the time of review and approval of each future subdivision or development.

6.2 Existing Easements. Easements currently in place within the Development shall be confirmed and carried over into any future platting of the property so as to protect the infrastructure it is intended to cover unless such infrastructure is relocated or abandoned as provided by law. Developer reserves the right to abandon any easement not occupied for the intended purpose.

6.3 Vacation of Easements. Unless reviewed and approved by the City, easements currently encumbering the Property for municipal utilities and infrastructure shall not be vacated or extinguished by a future platting of the Property or action of Developer.

6.4 WDOT and WDEQ Permits. City agrees that conditional approval of the final plat of Phase I of the Real Property can occur without WDOT access permit or the WDEQ permits n The plat shall not be filed until such permits have been acquired.

ARTICLE VII – SIDEWALKS

7.1 Sidewalks. Sidewalk construction in each phase shall not be required until the construction of a street is required when a Phase commences building construction. All sidewalks shall meet the description approved in the Master Plan, or otherwise meets the building code requirements adopted at the time of construction. All sidewalk maintenance and snow removal shall be the responsibility of the adjacent property owner if required by City of Sheridan Ordinance or adopted Code.

ARTICLE VIII – TRAFFIC

8.1 Traffic Study. The City may request, and Developer shall provide, updated traffic studies needed by the City or State for additional phases or increased densities. The traffic studies must follow the requirements of the most recently-adopted City of Sheridan Public Infrastructure Design Standards.

ARTICLE IX – LIGHTING

9.1 Street Lighting. The City may require street lighting to be installed on roadways in accordance with the Phase I plan . The streetlights shall be decorative and chosen by Developer and shall comply with City Code . Developer shall be responsible for the cost of purchase and installation of the streetlights. The City shall be responsible for the cost of electricity for the streetlights.

ARTICLE X – IMPROVEMENTS & DESIGN REQUIREMENTS

10.1 Improvements. Developer shall develop the property according to any plat approved by the City and shall extend, install or provide at the Developer's cost the following, as described in the PUD Master Plan:

a. Paved Streets, curb, gutter and sidewalks;

b. A drainage study, to be reviewed and approved by the City and WYDOT if applicable. If Developer has already obtained a study, the City may request the Developer update the study as Story House is subdivided. Storm drainage system shall be built in compliance with City Code and the drainage study;

c. A water distribution system adequate to serve the needs of the residents and businesses connected to the water mains of the City or other water utility, including fire hydrants, valves and other required system structures and equipment, for and as each Phase of the PUD is constructed;

d. A non-potable water supply system for irrigation to be extended, where feasible, to each common area, greenbelt, park, or other areas within each Phase of the Real Property that uses irrigation water. Developer agrees to maintain ownership of said non-potable water system or turn said system over to a homeowner's association. The City will not be responsible for operating or maintaining said system. Provided, any non-potable water system utilized for public open space, shall be maintained and operated at the City's cost.

e. A sanitary sewer system adequate to serve the needs of the residents and businesses , which may be connected to a future sanitary sewer mains of the City when City sewer mains are extended to the Real Property, including manholes and other required system structures and equipment;

f. Street signs, traffic control devices and building address numbering system as may be agreed to by the parties;

g. All electrical, telephone and cable television service and any other utility shall be installed underground;

h. Appropriate designs, plans, specifications, engineering studies, or surveys as required by the City for the foregoing improvements.

10.2 Effects of Construction. During any construction, Developer shall be responsible for using proper dust and erosion control, obtaining necessary local and state permits, and be responsible for maintaining the streets in such a manner that they may be traveled upon until dedication. Any damage to streets or public facilities shall be promptly repaired in a manner acceptable to the City. Developer shall not use any chemicals hazardous to the future residents of the area, or which may remain in the soil for more than one growing season.

10.3 Improvement Warranty. Upon completion of any improvements and subsequent dedication to the City, such improvements shall be warranted for a period of one (1) year from the date of final acceptance. Developer shall warrant that the improvements will be free from defects for a period of one (1) year from the date of final acceptance. Record drawings of infrastructure improvements shall be provided to the City upon completion of said improvements.

10.4 Subdivision Improvement Contract. Developer shall be required to enter into the Subdivision Improvement Contract required by City Ordinance Appendix B Article 7 for each Phase, which will include phased financial assurances through the development of each phase.

10.5 Project Phasing. The development of Story House will be constructed in phases, as described in the PUD Master Plan incorporated herein. With the phasing plan approved by the City Governing Body, infrastructure and public improvements shall be completed for each phase prior to the issuance of building permits for that phase, except those that are allowed in the Sheridan City Code. Infrastructure that is not necessary for a particular phase need not be completed prior to the completion of the public improvements for that particular phase. Developer recognizes that each phase must be approved by the City..

10.6 Services. The City and Developer agree that the development shall be entitled to such services as the City currently provides to other residents of the City provided that the services have been extended to the Real Property. Extension of City utilities, which are required, to serve this site will be the responsibility of Developer except and unless agreed to be extended by the City, or unless mutual contracts for services are agreed upon by both the City and Developer.

ARTICLE XI – DEFAULT

11.1 Notice of Default. If either party claims the other is in default or breach of this Agreement, the claiming party shall notify the other of the alleged default in writing. The party who is in default shall cure said default within thirty (30) days of receiving notice.

11.2 Developer Remedies. If the City is in default and fails to cure, Developer shall be entitled to injunctive relief, specific performance or to de-annex from the City , all as provided by law.

11.3 City Remedies. If Developer is in default and fails to cure, the City will be entitled to any remedy allowed which may be cumulative, including injunctive relief, actual damages and allowed by Federal, State or Law.

ARTICLE XII – NOTICE

Any notice required or permitted under this Agreement will be deemed received when delivered personally in writing or five (5) days after notice has been deposited with the U.S. Postal Service, postage prepaid, certified mail, return receipt requested, and addressed as follows:

If to Developer:
_____
_____
_____
_____

If to City:
Attn: Public Works Director
City of Sheridan
55 E. Grinnell Plaza
Sheridan, WY 82801

ARTICLE XIII – MISCELLANEOUS

13.1 Term. All rights and obligations set forth in this Agreement shall continue in perpetuity and shall not be considered complete upon the completion of any portion of any development or upon all available space having been developed in Story House.

13.2 Benefit. The rights and obligations created by this Agreement shall inure to the benefit of the Developers, their successors and assigns unless stated otherwise herein. The parties expressly agree that a "successor" includes, but is not limited to, any person or party who acquires a portion of property from the Developer in fee simple. The obligation of such successor or assign shall extend not only to the lot or parcel acquired by that successor or assign, but shall include all applicable requirements of this Agreement.

13.3 Severability. If any term, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid and unenforceable, the remainder of this Agreement shall continue in full force and effect as if the offending term, condition or provision were never a part of this Agreement.

13.4 Future Acts. Following execution of this Agreement, City and Developer agree to do all acts, including the execution of appropriate documents, when requested by the other, where such acts are reasonably required to fulfill the performing party's obligations under this Agreement.

13.5 No Merger. No part of this Agreement shall be considered to have merged or to have been completed upon the approval of a plat or acceptance of an improvement as the Agreement is contemplated to have survived the approval or acceptance.

13.6 Binding Effect. This Agreement shall be recorded with the Clerk and Recorder of the County of Sheridan, State of Wyoming, and shall constitute a covenant running with the land. This Agreement shall be binding on future assigns, Developer, and all persons who may purchase land described herein from the Developer or any persons hereafter having interest in the property.

13.7 Integrated Agreement. This Agreement supersedes any and all prior agreements between the parties, whether written or oral. Any modifications to this Agreement shall be memorialized either in a writing executed by both parties or printed in the minutes of a regular or special meeting of the City of Sheridan Governing Body.

13.8 Vested Rights. Unless otherwise expressly provided herein, this Agreement shall not create detrimental reliance that will stop or prevent the City from modifying its building, zoning, or subdivision ordinances or regulations. The Property shall be subdivided according to a plat or plats or as otherwise allowed by City Ordinance. Except as expressly provided herein, all future development and subdivisions shall be subject to applicable Sheridan City Code or Wyoming Statute at the time of platting or at the time an appropriate development application is filed with the City.

13.9 Captions. The captions for sections used in this Agreement are for convenience of reference only and shall not be considered a material part of this Agreement, nor shall they be used as an aid in interpreting the Agreement.

13.10 Legal Claims. Any legal action taken by either party shall be filed in the proper Court located in the Fourth Judicial District for Sheridan County, State of Wyoming.

13.11 Government Immunity. The City of Sheridan does not waive its governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to pursuant to W.S. l-39-104(a) and all other state laws.

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

For the City of Sheridan:

_____

Richard Bridger
Mayor

For the Developer:

_____

Story House Property Company, LLC
By: (Authorized Agent)

Attest:

The above and foregoing Agreement was
Subscribed, Sworn to, and Acknowledged

before me by _____ this_____ day
of _____, 2023.
My commission expires_____

_____
City Clerk

_____
Notary Public

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: Consideration of Second Reading of PL-24-12, Ordinance 2283, 4th and Val Vista Rezone - Public Works Director Hanns Mercer
From: Hanns Mercer, Public Works Director
To: City Council
CC:
Date: 04/29/2024

Recommendation:

Staff received a positive recommendation from the Planning Commission regarding PL-24-12, West half of lots 13, 14, 15, 16, 17, and 18, Block 26 Sheridan Land Company's Addition, Ordinance 2283. The applicants, Kon Ho In and Sun Ok In, are requesting to rezone 10,500 sq ft from R-3 Residence District to B-2 Business District. Located at 55 and 51 W. 4th St. (PIN 56842247400600).

Background:

The properties to the north, east and west are commercial properties zoned R-3. The properties to the south are zoned B-2. The subject property has 2 separate dwellings.

Discussion:

Neither state statute nor City Code contains required findings that must be made in changing a property's zoning designation. State statute does provide some requirements for zoning regulations in general, which the Planning Commission and City Council should be aware of:

WS §15-1-601(d) *All regulations shall be made;*
In accordance with a comprehensive plan and designed to:

A. Lessen congestion in the streets;
B. Secure safety from fire, panic and other dangers;
C. Promote health and general welfare;
D. Provide adequate light and air;
E. Prevent the overcrowding of land;
F. Avoid undue concentration of population; and
G. Facilitate adequate provisions for transportation, water, sewage, schools, parks and other public requirements.
ii. With reasonable consideration, among other things, of the character of the district and its peculiar suitability for particular uses;
iii. With a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city or town; and
iv. With consideration given to the historic integrity of certain neighborhoods or districts and a view to preserving, rehabilitating and maintaining historic properties and encouraging compatible uses within the neighborhoods or districts, but no regulation made to carry out the purposes of this paragraph is valid to the extent it constitutes an unconstitutional taking without compensation.

The Preamble of the City's Zoning Ordinance (Appendix A) states that the purpose of the zoning ordinance is to, *"promoting the health, safety, morals and general welfare of the inhabitants of the City of Sheridan by lessening congestion in the streets; securing safety from fire, panic and other dangers providing adequate light and air; preventing the overcrowding of land; avoiding the undue concentration of population, facilitating the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements." The future land use map designates this area as downtown mixed use, so the proposed rezone is in accordance with the future land use map.*

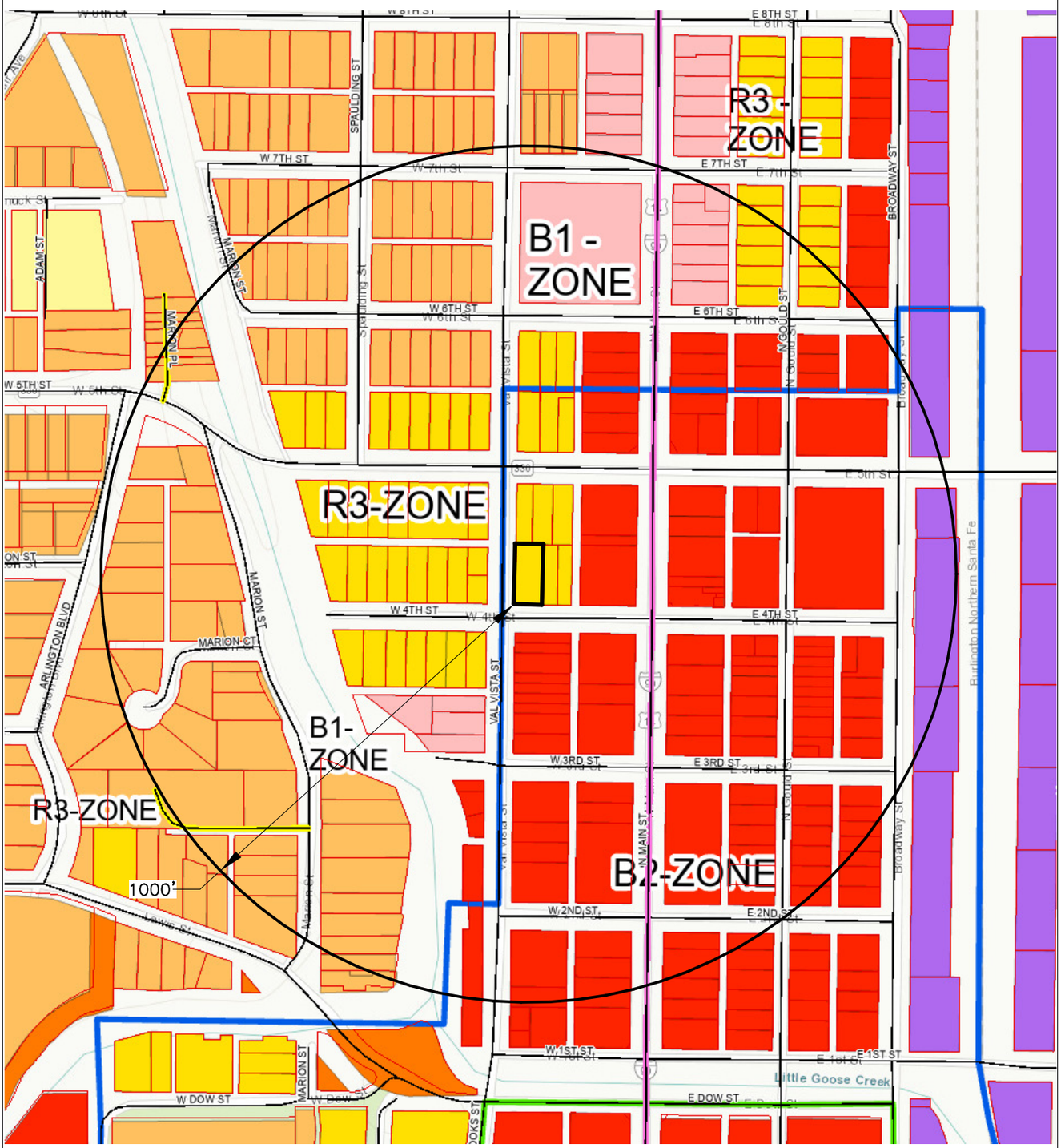
As part of the request to rezone this property, staff sent notices to the 31 property owners within 300 feet, placed a legal notice in the newspaper, and posted a sign on the property. At the time of writing this staff report, staff had not received any inquires.

Attachments

Zoning Exhibit
Rezone Exhibit
Petition
Rezone Concerns
Ordinance 2283

CITY ZONING

FOR 1000 FEET SURROUNDING A TRACT OF LAND DESCRIBED IN DEED BOOK 567, PAGE 638 IN THE RECORDS OF THE SHERIDAN COUNTY CLERK, LOCATED IN SHERIDAN LAND COMPANY'S ADDITION TO THE CITY OF SHERIDAN, IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE¼SE¼) OF SECTION 22 AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE¼NE¼) OF SECTION 27, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING.



N

NO TRUE SCALE

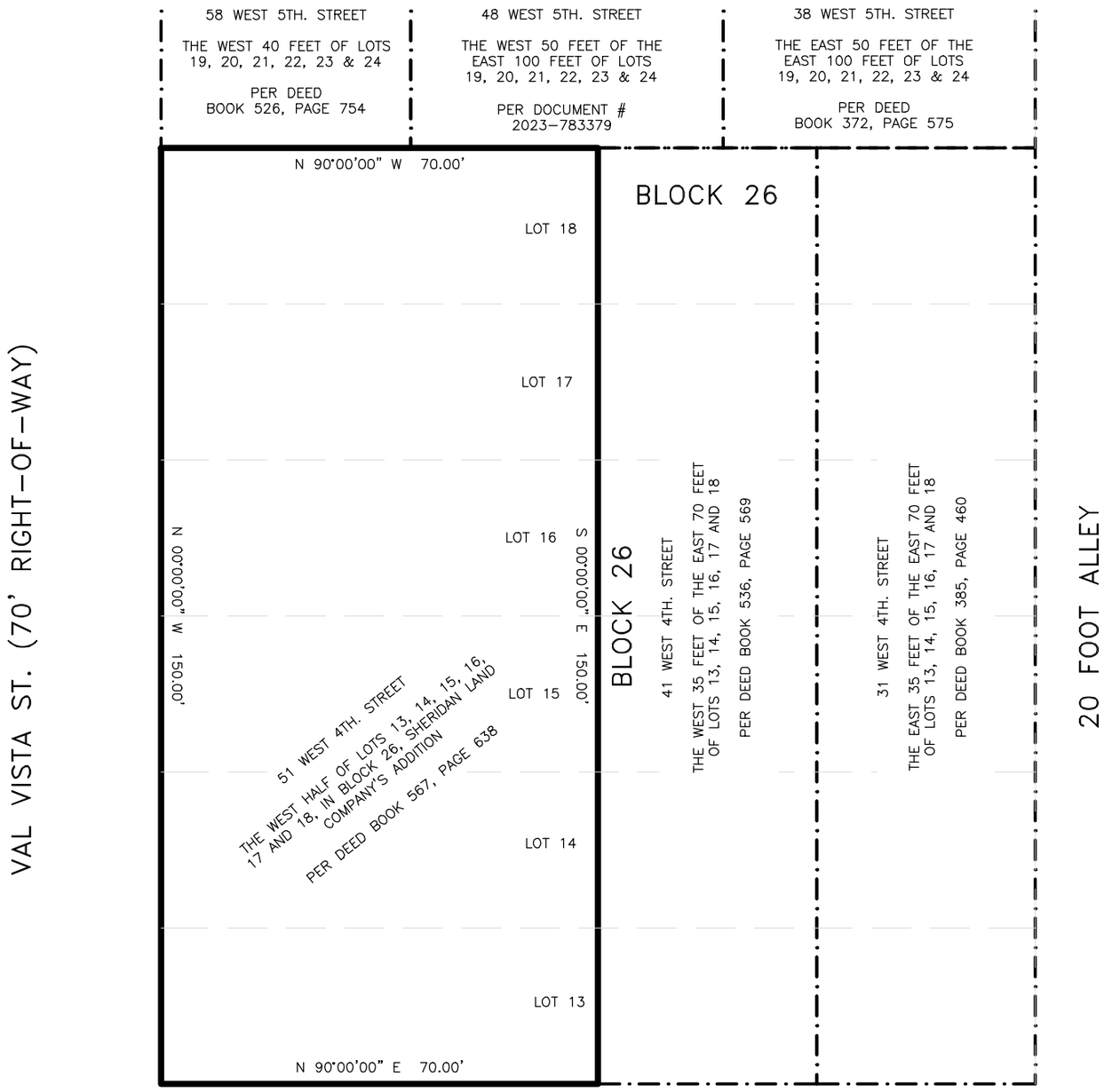
Cannon Consulting LLC
Making every shot count

PREPARED BY:	CANNON CONSULTING, LLC PO BOX 6106 SHERIDAN, WY 82801
FOR:	IN, KON HO & SUN OK 121 RED FOX RD SHERIDAN, WY 82801
Prepared by Cannon Consulting LLC (307) 752-0109	DATE: 3/22/24

REZONE EXHIBIT

LEGAL DESCRIPTION

A TRACT OF LAND, LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE¼SE¼) OF SECTION 22 AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE¼NE¼) OF SECTION 27, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING, BEING THE WEST HALF OF LOTS 13, 14, 15, 16, 17 AND 18, IN BLOCK 26, SHERIDAN LAND COMPANY'S ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, WYOMING. SUBJECT TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 26, SAID POINT BEING THE TRUE POINT OF BEGINNING OF SUBJECT TRACT; THENCE NORTH, 150.00 FEET ALONG THE WEST LINE OF SAID BLOCK TO THE NORTHWEST CORNER OF SAID LOT 18; THENCE EAST, 70.00 FEET ALONG THE NORTH LINE OF SAID LOT 18 TO THE MIDPOINT OF SAID NORTH LINE; THENCE SOUTH, 150.00 FEET ALONG THE EAST LINE OF THE WEST HALF OF SAID LOTS 13, 14, 15,16,17 AND 18 TO THE SOUTH LINE OF SAID LOT 13; THENCE WEST, 70.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.
CONTAINING AN AREA OF ±10500 SQ. FT. (±0.24 ACRES)



WEST 4TH ST. (70' RIGHT-OF-WAY)

SURVEYOR'S CERTIFICATE:
I, CLAYTON P. ROSENLUND DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM AN ACTUAL FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT IT CORRECTLY SHOWS THE LOCATION TO THE BEST OF MY KNOWLEDGE.

Professional Land Surveyor
CLAYTON ROSENLUND
14250
Date: 03/25/2024
WYOMING

Cannon Consulting LLC
Making every shot count

LEGEND

- ◆ FOUND MONUMENT AS NOTED
- ○ CALCULATED CORNER
- POB POINT OF BEGINNING
- SUBJECT TRACT BOUNDARY
- ADJOINING LOT LINES
- ORIGINAL LOT LINES
- SECTION LINE

N

SCALE: 1"=25'

BASIS OF BEARINGS & DISTANCES ARE: PER SHERIDAN LAND COMPANY'S PLAT (BEARINGS & DISTANCES ARE OF RECORD)

PREPARED BY:
CANNON CONSULTING, LLC
PO BOX 6106
SHERIDAN, WY 82801

FOR:
IN, KON HO & SUN OK
121 RED FOX RD
SHERIDAN, WY 82801

Prepared by Cannon Consulting LLC (307) 752-0109

DATE: 3/22/24

PETITION FOR REZONING

TO THE CITY COUNCIL OF THE CITY OF SHERIDAN, WYOMING:

Pursuant to the provisions of W.S. 15-1-601, 15-1-602, 15-1-603 et. seq., and other applicable statutes, and Appendix A, Sec. 16 of the Sheridan City Code, the undersigned landowner(s) respectfully petition and show the City Council as follows:

1. This is a petition for the rezoning of parcels of land within the city limits of Sheridan, Wyoming, having a legal description as follows:
   A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4SE1/4) OF SECTION 22 AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE1/4NE1/4) OF SECTION 27, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING. BEING THE WEST HALF OF LOTS 13, 14, 15, 16, 17, AND 18, IN BLOCK 26, SHERIDAN LAND COMPANY'S ADDITION TO THE TOEN, NOW CITY OF SHERIDAN, WYOMING.

2. Kon Ho In are the owners or authorized agents of said described land proposed to be rezoned.

3. A map of the area sought to be rezoned is attached hereto and made a part hereof.

4. Petitioners hereby request that said lands be zoned B-2.

Therefore, Petitioners pray said parcel(s) be rezoned B-2, pursuant to and in accordance with the applicable Wyoming Statutes and City Ordinances after proper notice and public hearing.

Dated this 28 day of March, 20☐. 2024

Signed by the Petitioners:

Subscribed and Sworn before me this 28TH day of MARCH, 2024

DREW HOMOLA
Notary Public

DREW HOMOLA
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 163008
MY COMMISSION EXPIRES: 08/25/2029

My commission expires: 08/25/2029

Sue Goodman <sgoodman@sheridanwy.gov>

Fwd: PL-24-12,ORD 2283 rezone -concerns

1 message

Thomas Morneau <tmorneau@sheridanwy.gov> Tue, May 14, 2024 at 1:22 PM
To: Hanns Mercer <hmercer@sheridanwy.gov>, Sue Goodman <sgoodman@sheridanwy.gov>

FYI

Just received this email about proposed rezone.

Regards,

Thomas L. Morneau, P.E.
(307)-675-4228
City Engineer

---------- Forwarded message ---------
From: **John Vanblitter** <vanblitter@gmail.com>
Date: Tue, May 14, 2024 at 1:17 PM
Subject: PL-24-12,ORD 2283 rezone -concerns
To: tmorneau@sheridanwy.gov <tmorneau@sheridanwy.gov>

May 14,2024
John vanBlitter 41 W 4 st, Sheridan WY 82801
vanblitter@gmail.com

My property is next to subject property for proposed zoning changes.
- new owner has not stated what kind of retail/office or commercial business use. (current owner is star liquor store owner)
A gas station,liquor store would be inappropriate use due to close proximity to existing residential homes
Existing gas station on main and 4th. store,restaurant has had negative impacts with rubbish,
inadequate parking,loitering, and increasing problems with crime.

Future development should address minium parking standard,such as, one or more spaces per residential unit, 3 or more for employees (retail,office)

Property needs to be up to current codes in regards to utilities. ,currently, the three residential properties are all on the same line running to main sewer line on Val Vista. On going problem last ten years with blockage and collapse line on subject rezone property. Owner did not want to upgrade or let anyone near his property to fix or upgrade.
Public works has tried to clear lines on multiple times. my plumber had to snake 200ft to main line twice a year. Engineer tells me city has no responsibility for owner property lines.line is not on my property and have on numerous times tried to solved.

In Conclusion, My retirement home should have proper sewer/sanitation regardless of neighbor blockage. paying city services for water,sewer and garbage?
No Problem with rezone given the close proximity to main street and expanding downtown and believe multi use residential to be an ideal use for the community and not impact existing neighbors.

sincerely,
John vanBlitter
vanblitter@gmail.com

ORDINANCE NO 2283

AN ORDINANCE amending Ordinance No. 826, the Zoning Ordinance of the City of Sheridan, to rezone the entirety of the land located at 51 W 4th St., Sheridan, Wyoming more particularly and shown on the attached Exhibit A, from a an R-3 Residence District to a B-2 Business District;

WHEREAS, the owner of the following described land has petitioned the City Governing Body to rezone the same from a R-3 Residence District to a B-2 Business District, and a public hearing having been held thereon by the Governing Body; and

WHEREAS, this Ordinance was presented to the City Planning Commission on _____ with its recommendation submitted to and received by the City Governing Body; and

WHEREAS, notice of the Governing Body public hearing, as required by W.S. 15-1-602 was published on _____, 2024; and

WHEREAS, the City did not receive a protest against the change of district boundary in accordance with W.S. 15-1-603.

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

Section 1.
The following described land is hereby rezoned from anR-3 Residence District to a B-2 Business District, to wit:

(See Attached EXHIBIT)

Section 2.
The City of Sheridan Zoning Map shall be updated in accordance with this Ordinance.

Section 3.
That Ordinance No. 826, The Zoning Ordinance of the City of Sheridan is hereby amended to conform herewith.

Section 4.
If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, than all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 5.
That this ordinance shall be in full force and effect immediately upon its passage and publication as provided by law.

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

ATTEST: _____
Richard Bridger, Mayor

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

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

_____, 2024 by _____.

_____
Notary Public
My commission expires _____.

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

Attorney

MEMORANDUM

RE: Consideration of Settlement Agreement with Karo Hamilton in the amount of $250,000 - City Attorney Brad Thimmesch

From: Brad Thimmesch, City Attorney

To: City Council

CC:

Date:

Discussion:

See attached agreement

Attachments

Waiver
Updated drawings
Agreement
Estimate
Memo

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.

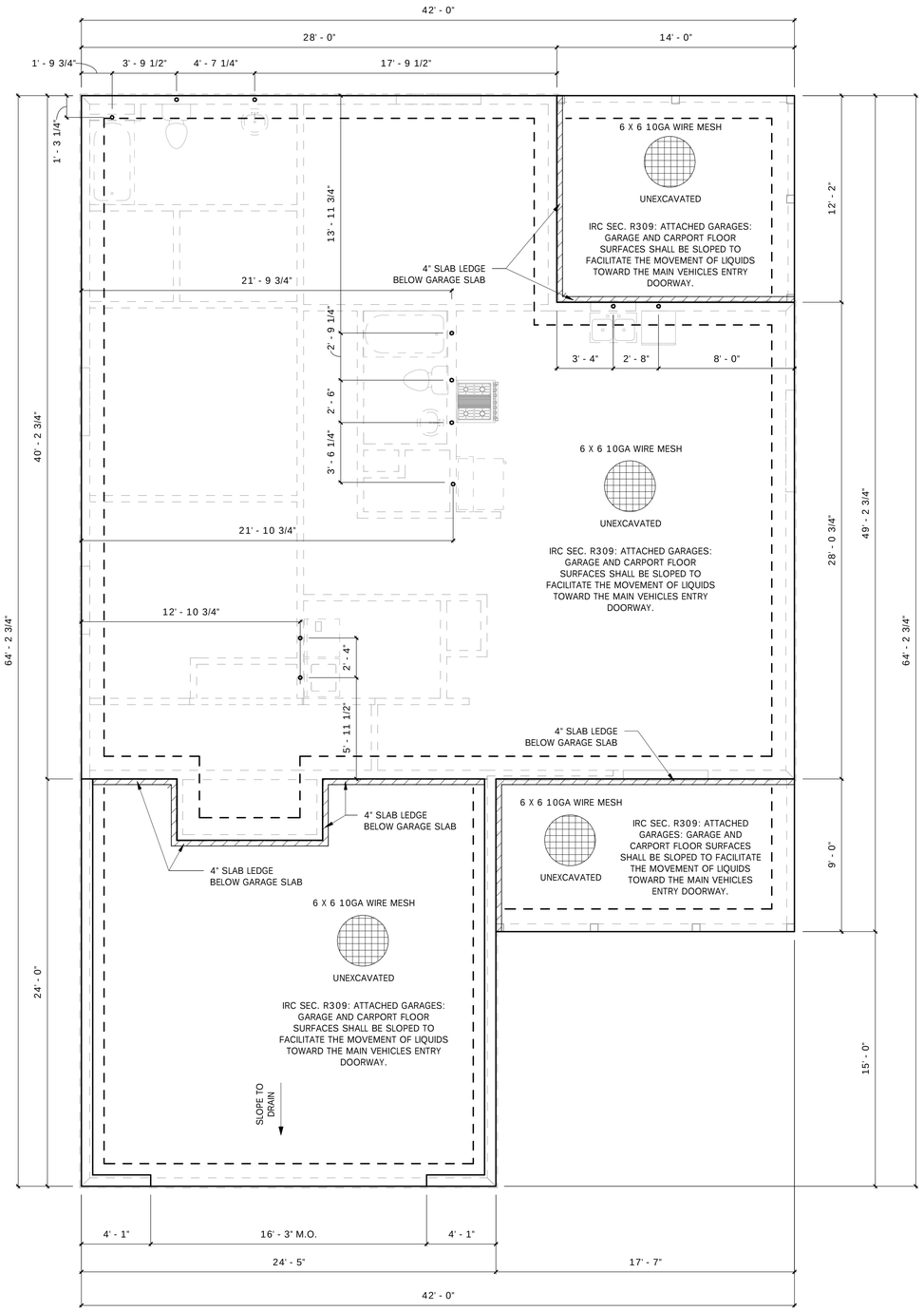
Farmers Property and Casualty Insurance Company:

By: Jonathan Hart

4/3/2024
Date

Jonathan Hart
Name

Head of Claims Recoveries & SIU
Title



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 REQ'D 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		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

	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

PROJECT NO.
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PROJ. MAN. Author
CHECKED BY Checker

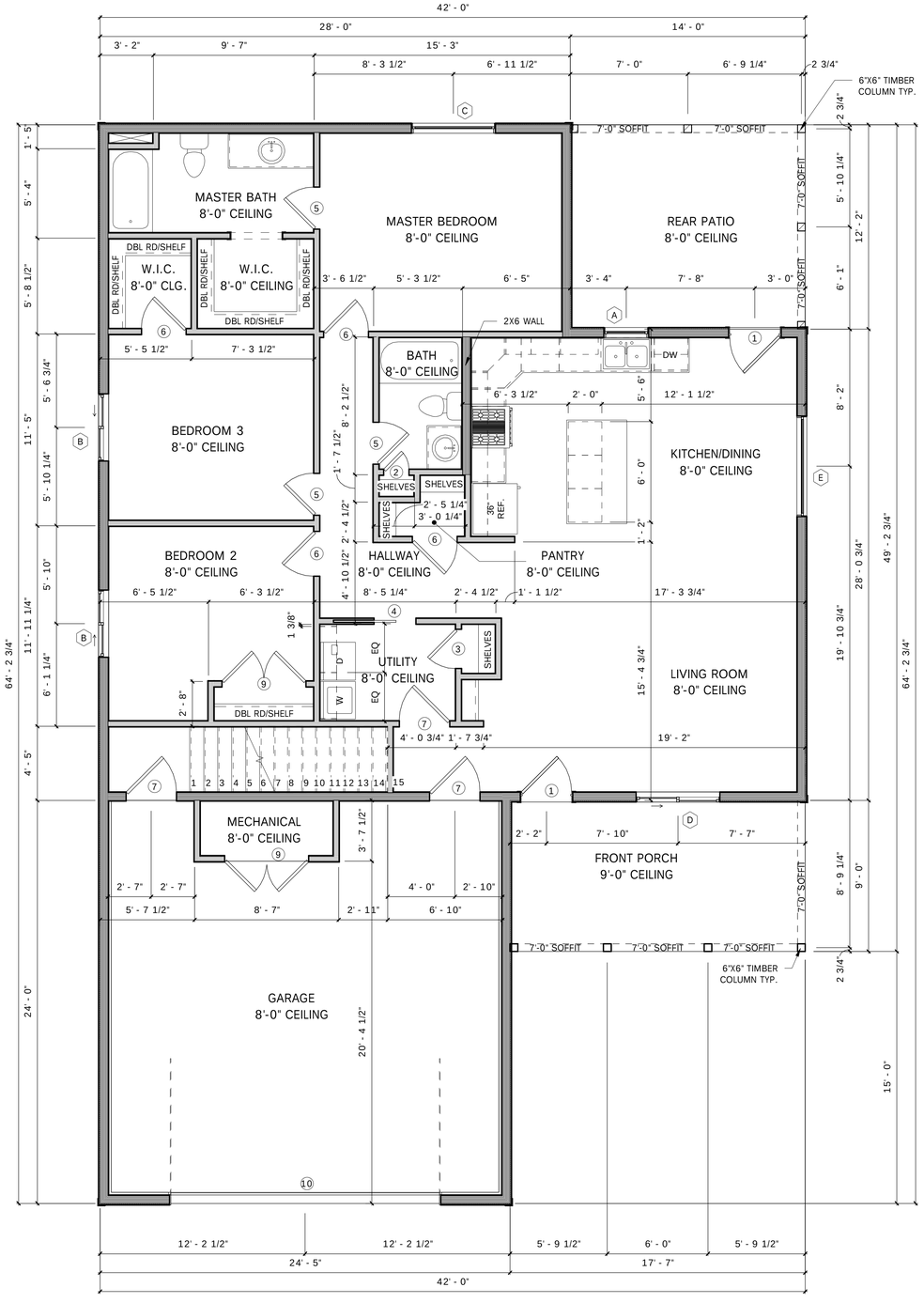
KARO HAMILTON

Schematic Design

FOUNDATION PLAN
SHEET DESCRIPTION

A10
SHEET NUMBER

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

1

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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
- 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
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
	DCH	DOOR BELL CHIMES
	HB	HOSE BIBB
	GB	GAS BIBB
		GAS KEY
	ELEC	ELECTRICAL PANEL

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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
	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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PROJ. MAN. Author
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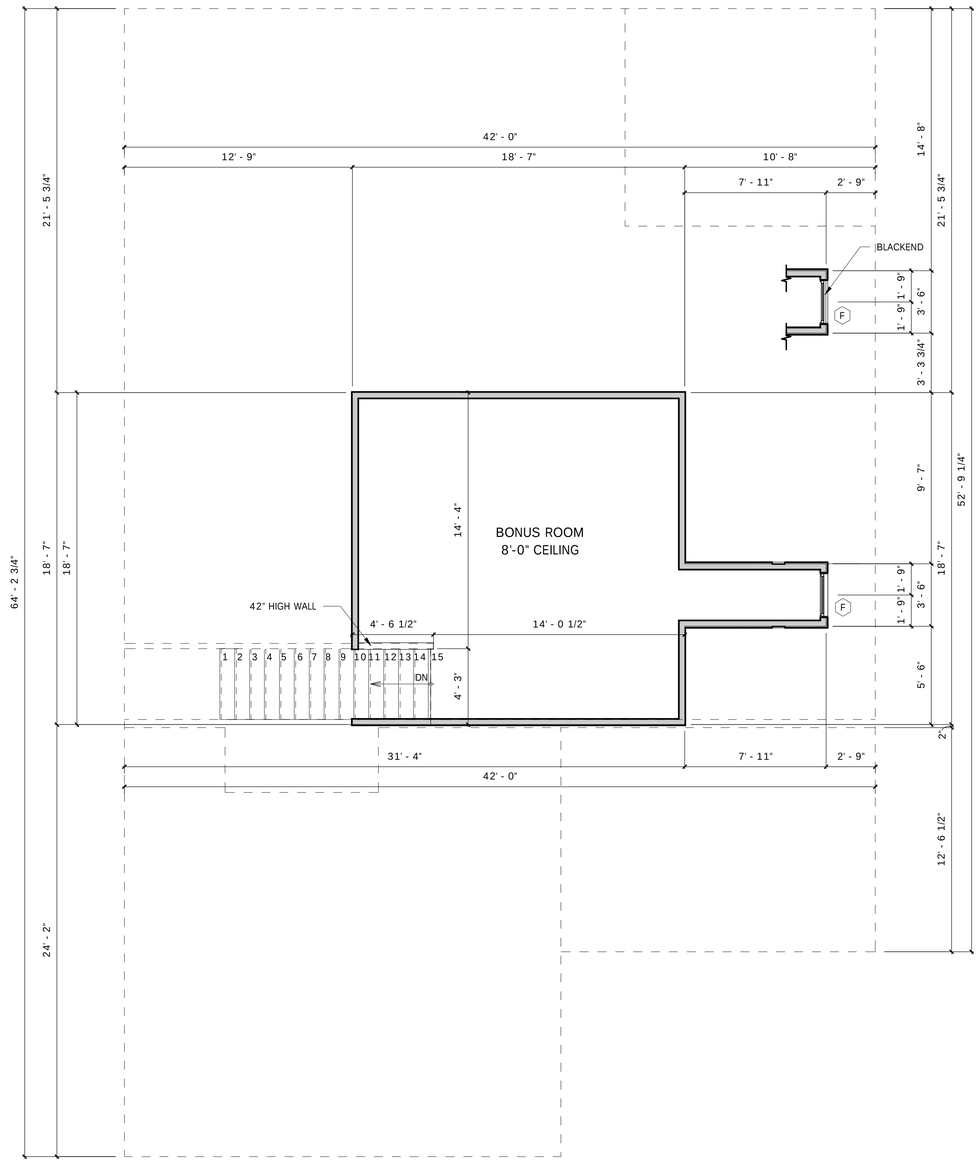
KARO HAMILTON

Schematic Design

MAIN FLOOR PLAN
SHEET DESCRIPTION

A11
SHEET NUMBER

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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
			240v DUPLEX
			SINGLEPLEX
			TRIPLEX
			QUADPLEX
			PHONE
			DATA
			DATA/PHONE
			SPEAKER CONNECT
			2 SPEAKER CONNECT
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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

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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
S	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
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	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

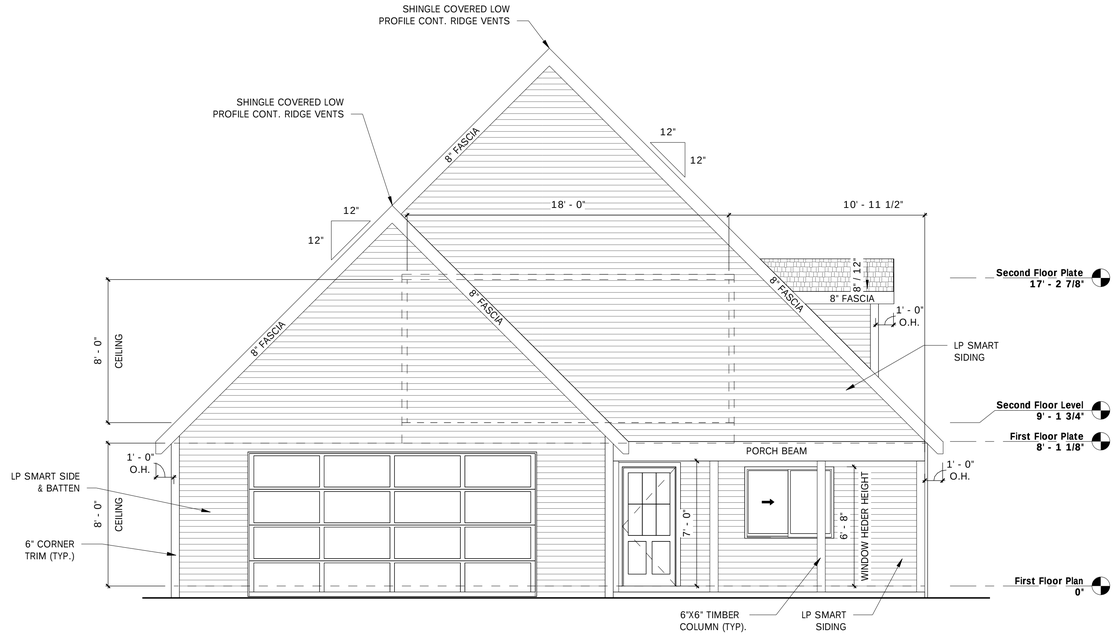
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BONUS ROOM PLAN
SHEET DESCRIPTION

A12
SHEET NUMBER

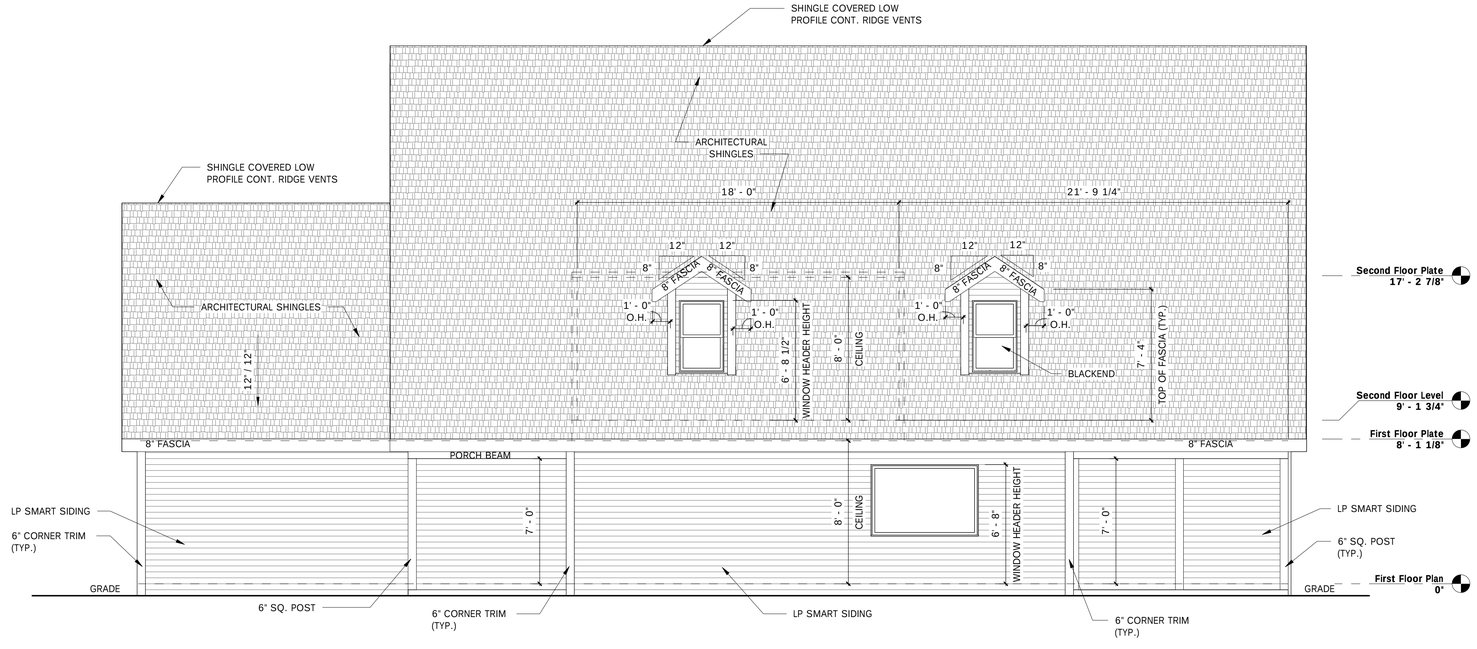
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DATE	ISSUE/REVISION



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

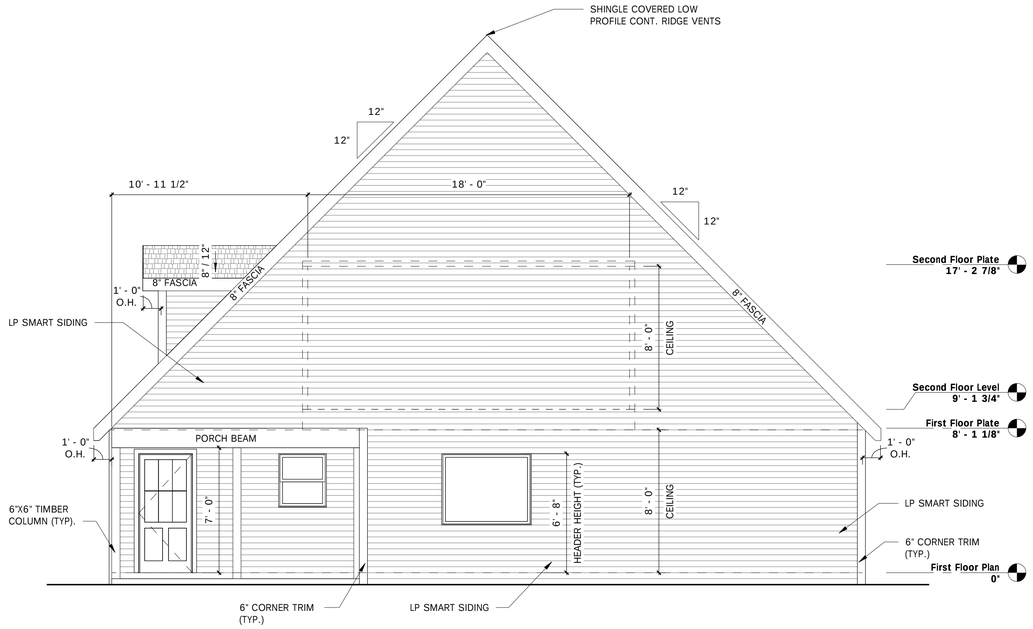
Schematic Design

EXTERIOR ELEVATIONS
SHEET DESCRIPTION

A30
SHEET NUMBER

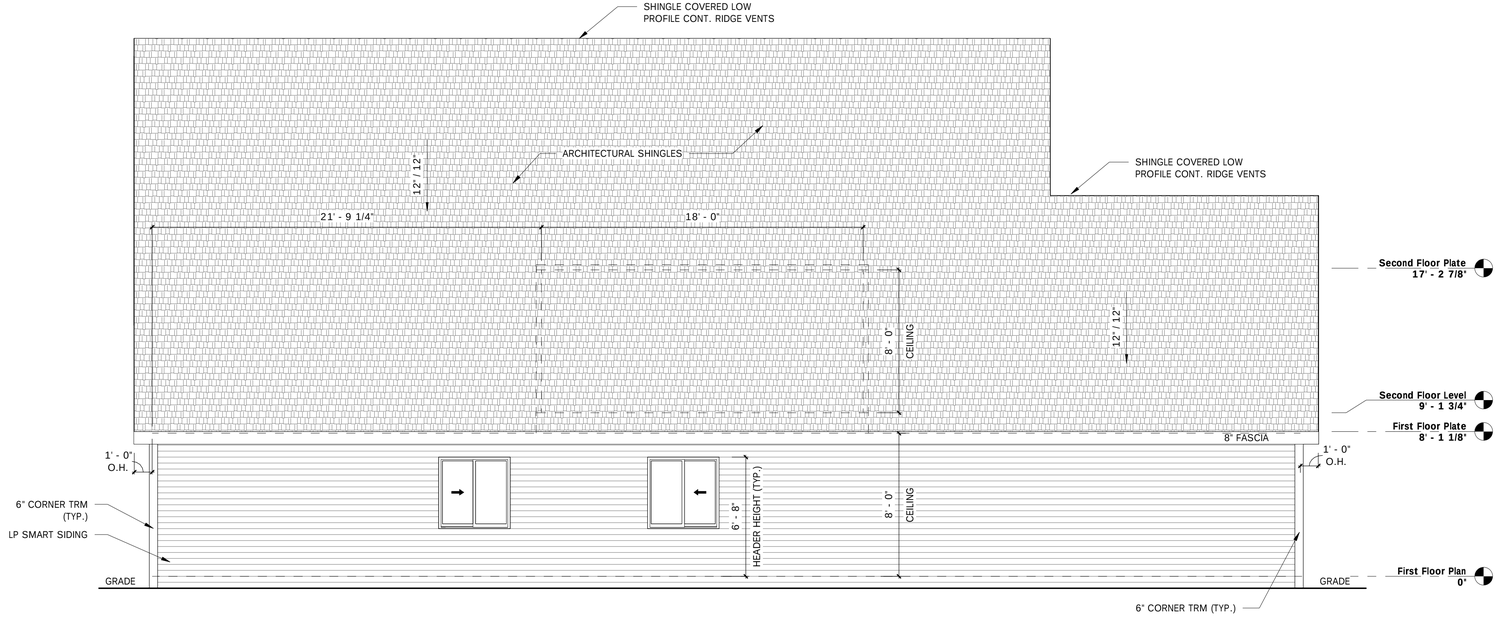
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DATE	ISSUE/REVISION



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

1



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

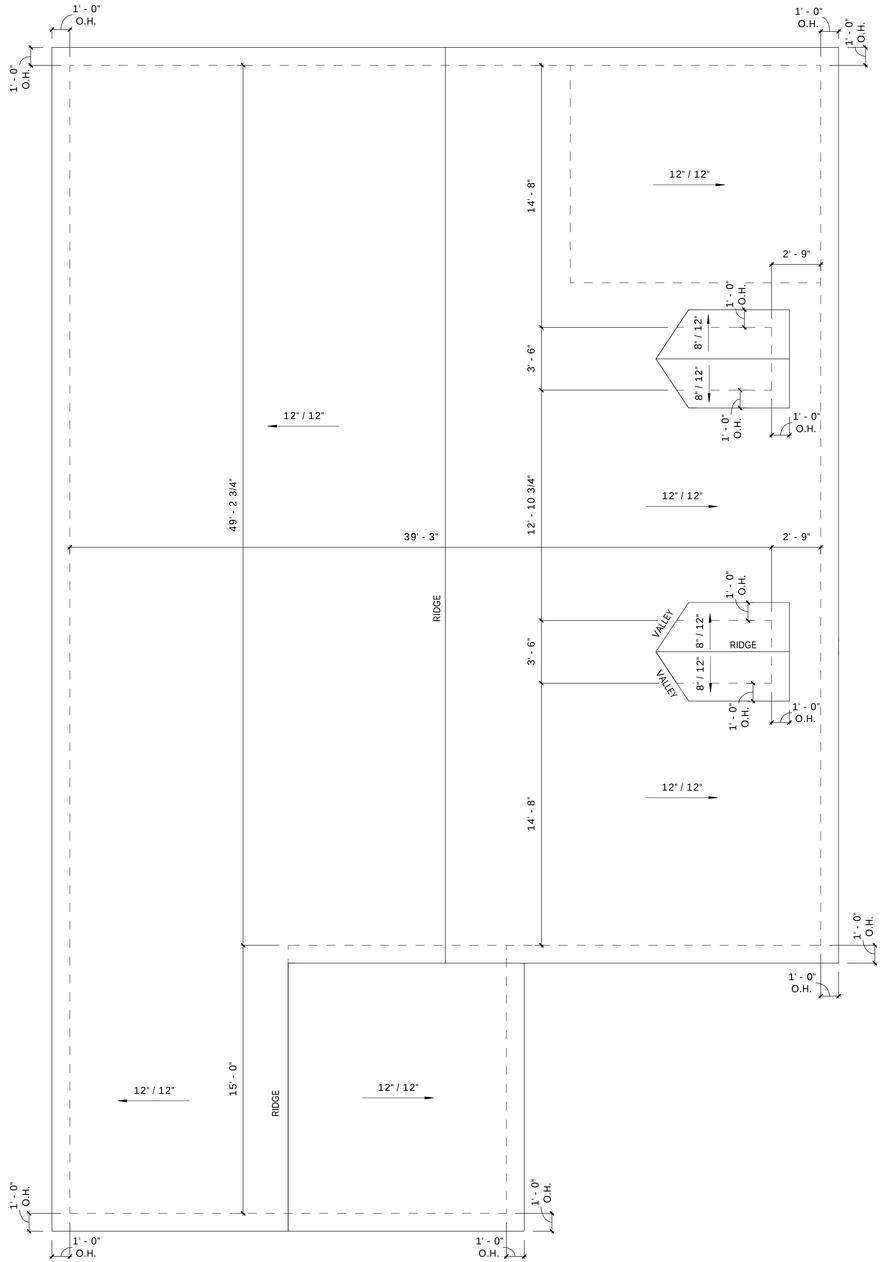
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GENERAL NOTES

- 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).
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- 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	Schematic Design
EXTERIOR ELEVATIONS SHEET DESCRIPTION	A31 SHEET NUMBER

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

1

DATE	ISSUE/REVISION

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

KARO HAMILTON

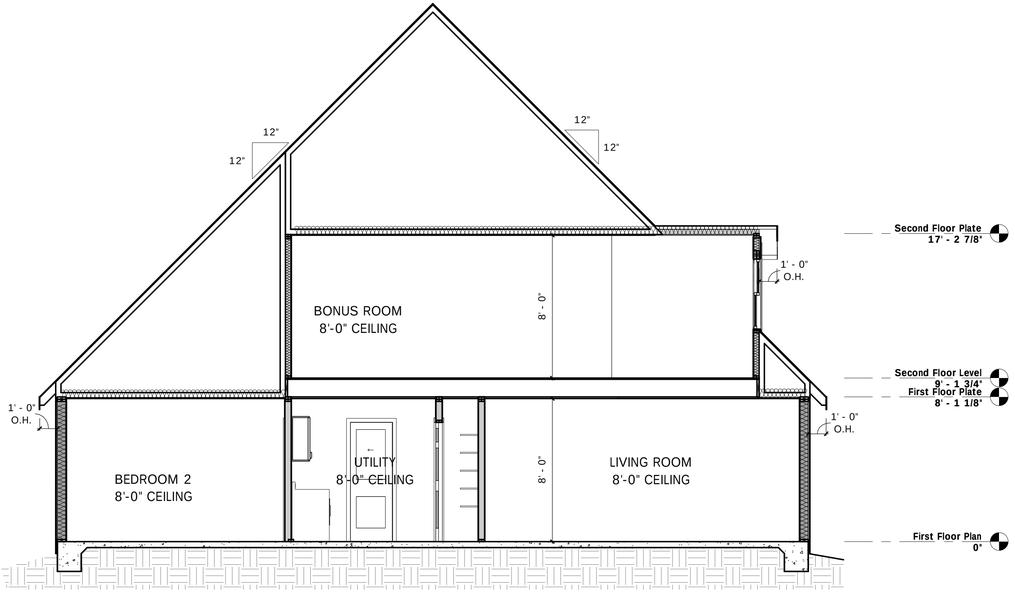
Schematic Design

ROOF PLAN
SHEET DESCRIPTION

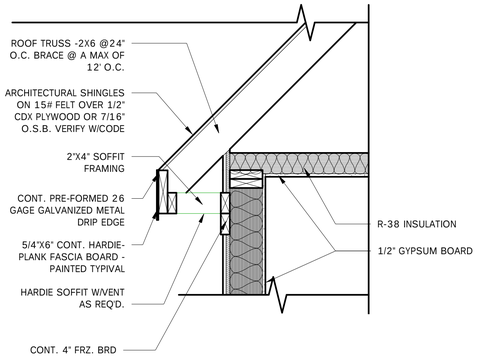
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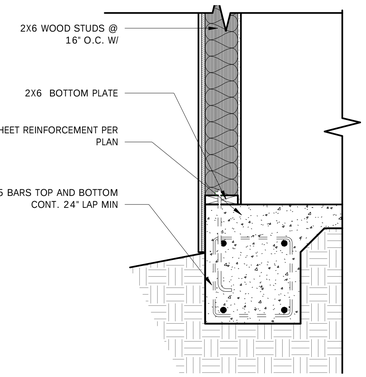
DATE	ISSUE/REVISION



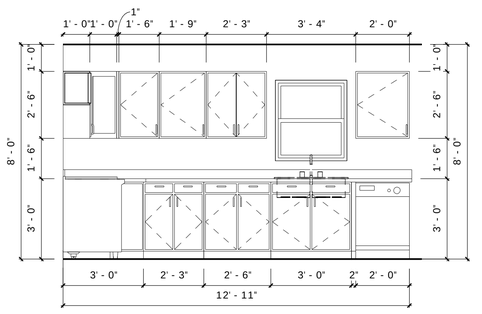
BUILDING SECTION
1/4" = 1'-0"
1



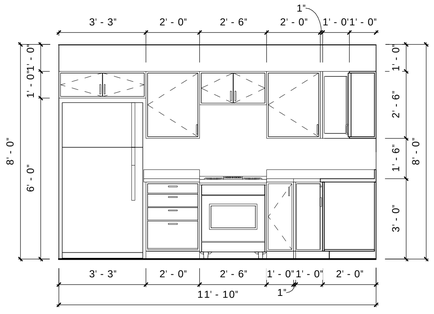
EAVE DETAIL - BELL ROOF
1" = 1'-0"
4



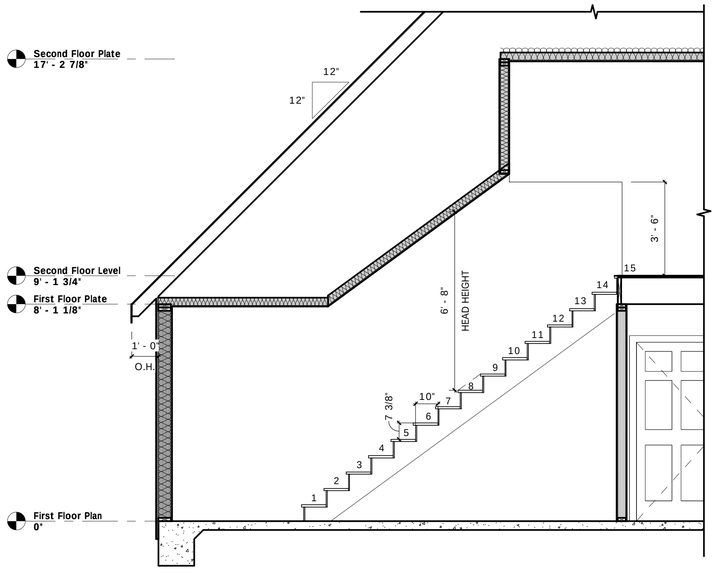
HARDI EXTERIOR FOOTING
1" = 1'-0"
5



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

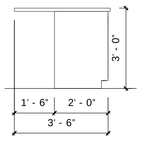


Elevation
3/8" = 1'-0"
7

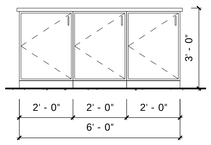


STAIR SECTION
3/8" = 1'-0"
2

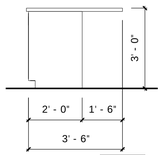
TYPICAL WALL SECTION HARDIE-PLANK SIDING
1" = 1'-0"
3



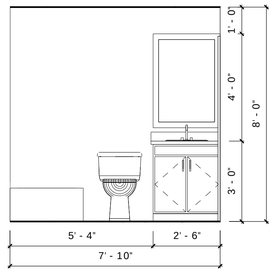
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3/8" = 1'-0"
8



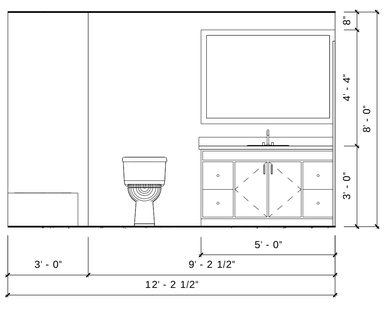
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9



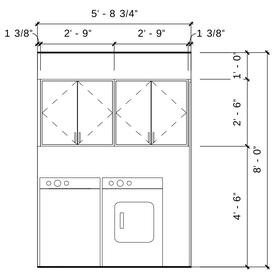
Elevation
3/8" = 1'-0"
10



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



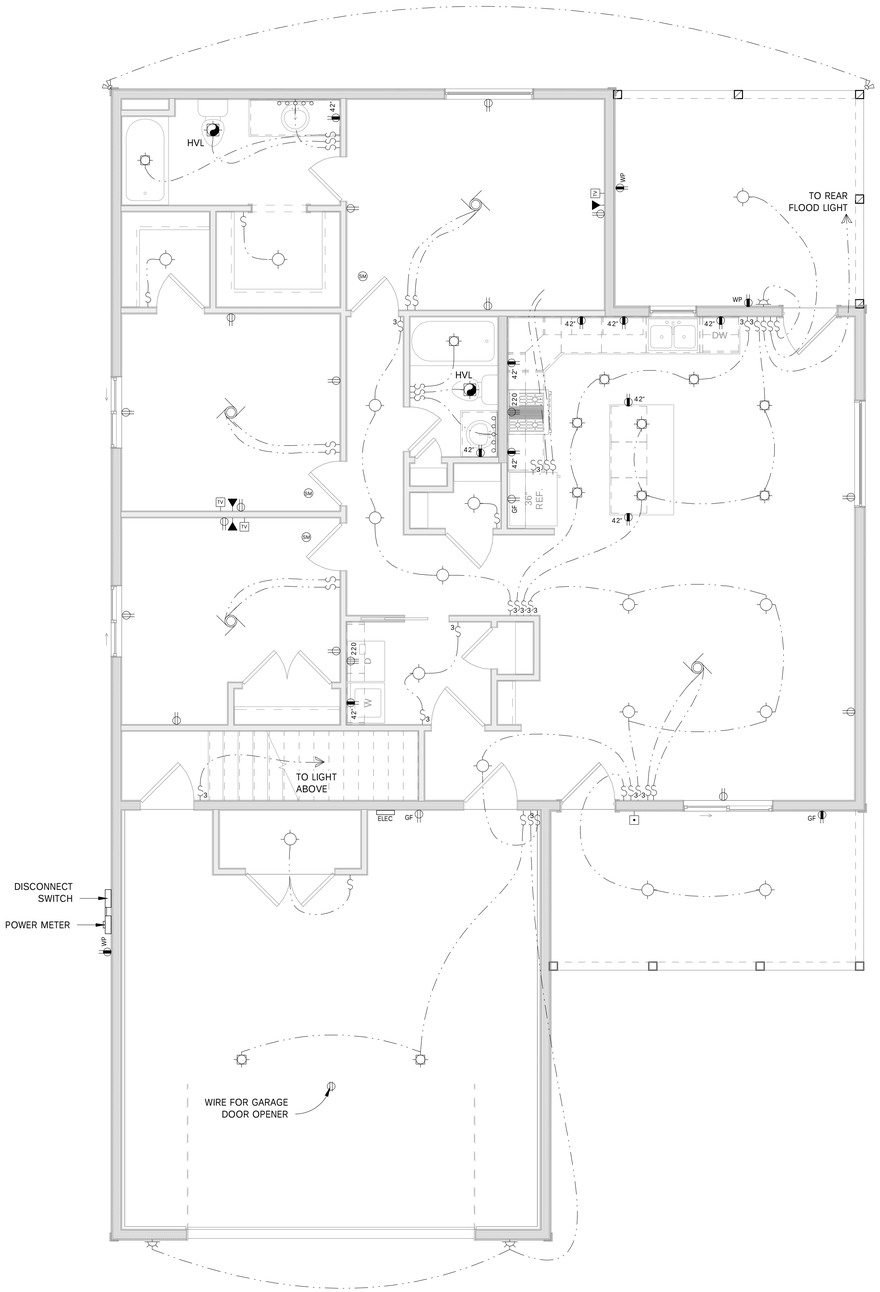
Elevation
3/8" = 1'-0"
12



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

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	DATE
	PROJ. MAN. Author
	CHECKED BY Checker
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
	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

PROJECT NO.	
DATE	
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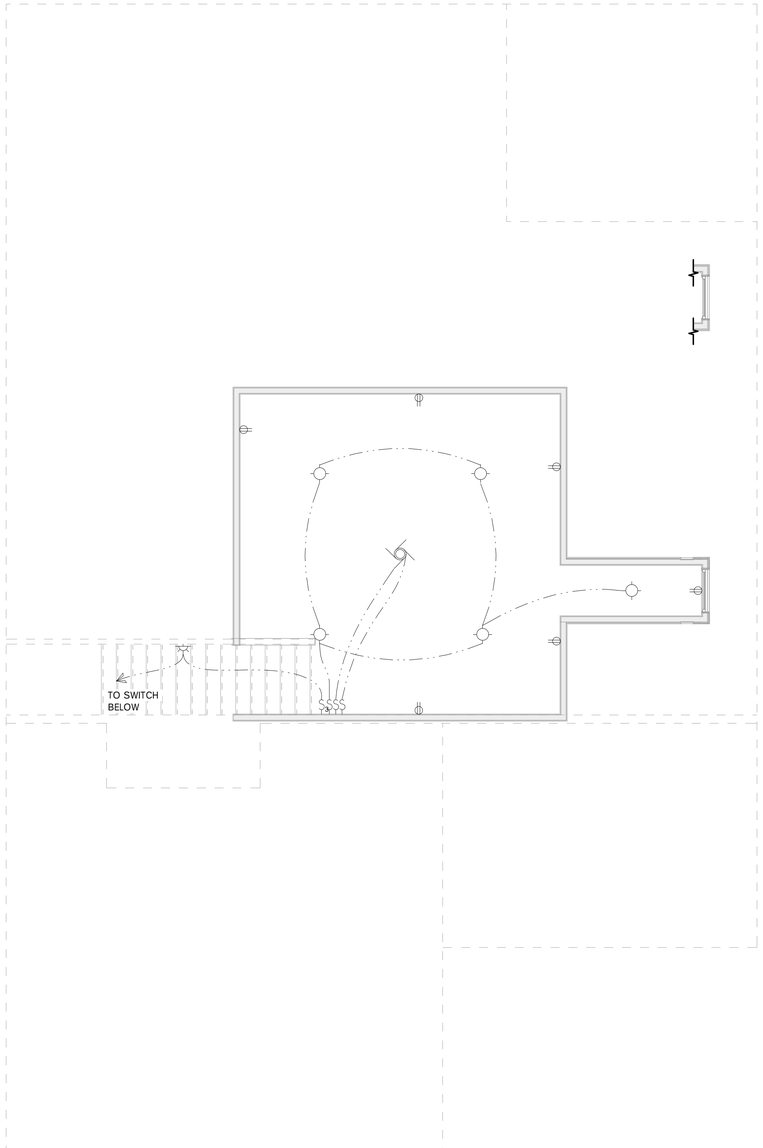
KARO HAMILTON

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
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ELECTRICAL NOTES:

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DATE	ISSUE/REVISION

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			DUPLEX - FULLY SWITCHED
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			TRIPLEX
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			DATA
			DATA/PHONE
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			2 SPEAKER CONNECT
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GD	GARBAGE DISPOSAL
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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

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	SUB	SPEAKER - SUBWOOFER
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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

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- PROVIDE WALL & FLOOR STOPS AT DOORS AS REQUIRED.

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S4	4-WAY
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SPH	PHOTOMETRIC
SMO	MOTION
S3TG	3-TOGGLE
SWP	WEATHER PROOF

LIGHT SYMBOLS LEGEND

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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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CVR	COVER SHEET
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A10	FOUNDATION PLAN
A11	MAIN FLOOR PLAN
A12	BONUS ROOM PLAN
A30	EXTERIOR ELEVATIONS
A31	EXTERIOR ELEVATIONS
A32	ROOF PLAN
A40	SECTIONS & DETAILS
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
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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

JAY A. GILBERTZ
KENDAL R. HOOPES
KEVIN K. KESSNER
CHRISTOPHER M. SHERWOOD

BRAD M. THIMMESCH
CARSON L. TANNER

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LAWRENCE A. YONKEE
(1935-1995)

TELEPHONE (307) 674-7451
FAX (307) 672-6250

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