



**AGENDA
CITY OF SHERIDAN
APRIL 27, 2026
STUDY SESSION COUNCIL MEETING START 5:30 P.M.**

1. Discussion of Raw Water Service Agreement with Mullinax Inc. - Assistant Utilities Director Jacob Martineau
2. Discussion of Approval of the WYDOT Agreement of Acceptance for East 5th Street - Public Works Director Hanns Mercer
3. General Discussion and Potential Future Agenda Items - City Administrator Stuart J. McRae
A. Council Request for Future Agenda Items.



CITY OF SHERIDAN, WYOMING
55 Grinnell Plaza, Sheridan, Wyoming 82801
Ph (307) 674-6483

Utilities

MEMORANDUM

RE: Discussion of Raw Water Service Agreement with Mullinax Inc. - Assistant Utilities Director Jacob Martineau

From: Jacob Martineau, Assist Utilities Director

To: City Council

Date: 04/22/2026

Recommendation:

Staff recommends approval of the Raw Water Service Agreement (Agreement) with Mullinax Inc., subject to standard conditions of service, including metering, interruptible use, and compliance with City Utilities requirements.

Background:

The City of Sheridan operates a raw water intake and transmission system capable of conveying untreated water through municipal infrastructure.

Mullinax Inc. has requested access to raw water for dust control and dust mitigation at a gravel mining operation located west of the City.

The proposed Agreement, prepared for the City Council's consideration, would allow Mullinax Inc. to connect to the City's raw water system via a 1-inch or 2-inch tap, subject to Utilities Department approval. The agreement term is five (5) years, with provisions allowing termination by the City with 60 days' notice due to operational, regulatory, or capacity constraints.

Water use is limited to non-potable purposes, must be metered, and will be billed at \$0.87 per 1,000 gallons. The customer is responsible for all costs associated with installation, operation, and maintenance of the connection.

Discussion:

The City's 2019 Water Master Plan identifies the 30-inch raw water transmission main as having significant available capacity, capable of conveying in excess of 20 Million Gallons Per Day (MGD), with estimated ultimate capacity approaching 27–30 MGD.

Given the small connection size and limited industrial use, the proposed tap is not expected to adversely limit water availability to meet our drinking water needs. However, the potential exists for water availability to be limited when under drought conditions during the irrigation season and peak demand periods. This Agreement appropriately allows the City to curtail or terminate service under those conditions. As such, this agreement presents minimal risk to the City, as it is a fully interruptible, non-guaranteed service that can be curtailed at any time to protect municipal supply.

The agreement ensures:

- Use is restricted to raw water (non-potable) with no cross-connection allowed.
- The City does not guarantee quantity, pressure, or availability.
- Service remains subordinate to municipal and SAWS system demands.
- The customer bears all costs and operational responsibility downstream of the connection.
- Raw water use is metered and billed on a usage basis at the City's previously established raw water rate of \$0.87 per 1,000 gallons.

This request is consistent with City practice and Master Plan guidance encouraging the use of raw water for non-potable purposes where capacity exists, while preserving operational flexibility and system priority for municipal users.

Attachments

Mullinax Raw Water Service Agreement
Raftelis Raw Water Rate Memo

RAW WATER SERVICE AGREEMENT

THIS RAW WATER SERVICE AGREEMENT ("Agreement") is made and entered by and between the City of Sheridan, Wyoming, a municipal corporation ("City"), and Mullinax Inc., ("Customer").

RECITALS

WHEREAS, the City operates a raw water intake and transmission system capable of conveying untreated water through its municipal raw water infrastructure;

WHEREAS, Customer owns or controls property located west of the City of Sheridan and desires access to untreated raw water for the limited purpose of dust control and dust mitigation for a gravel mining operation;

WHEREAS, the City is willing to provide raw water service to Customer subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. TERM OF AGREEMENT

This Agreement shall become effective upon execution by both parties and shall remain in effect for a period of five (5) years, unless terminated earlier pursuant to the provisions of this Agreement. This Agreement may be renewed by mutual written agreement of the parties.

The City reserves the right to terminate this Agreement upon sixty (60) days written notice if operational needs, drought response measures, regulatory requirements, or system capacity limitations require discontinuation of service.

2. PURPOSE AND USE OF WATER

Raw water delivered under this Agreement shall be used solely for dust control and dust mitigation purposes on the Service Property described and defined herein.

The Customer shall not use the water for potable purposes and shall not allow cross-connection with any potable water system.

3. PROPERTY DESCRIPTION

Raw water service provided under this Agreement shall be used for dust control and dust mitigation purposes on the following described lands located in Sheridan County, Wyoming:

Condensed Legal Description

Approximately 1,573 acres, more or less, located in Township 55 North, Range 85 West, 6th Principal Meridian, Sheridan County, Wyoming, consisting of portions of Sections 2, 11, 12, 13, 14, and 23, and being more particularly described as follows:

PARCEL ONE – APPROXIMATELY 80.00 ACRES

A tract of land situated in Township 55 North, Range 85 West of the 6th Principal Meridian, Sheridan County, Wyoming, being more particularly described as follows:

Section 2:

Part of the Northeast Quarter of the Southwest Quarter (PT NESW),
Part of the Southeast Quarter of the Southwest Quarter (PT SESW), and
Part of the Southwest Quarter of the Southeast Quarter (PT SWSE).

Section 11:

Part of the Northwest Quarter of the Northeast Quarter (PT NWNE), and
Part of the Southwest Quarter of the Northeast Quarter (PT SWNE).

Containing approximately 80.00 acres, more or less.

PARCEL TWO – APPROXIMATELY 1,493 ACRES

A tract of land situated in Township 55 North, Range 85 West of the 6th Principal Meridian, Sheridan County, Wyoming, being more particularly described as follows:

Section 11:

Part of the Northeast Quarter of the Southeast Quarter (PT NESE),
Part of the Southwest Quarter of the Southeast Quarter (PT SWSE), and
Southeast Quarter of the Southeast Quarter (SESE).

Section 12:

Southwest Quarter (SW) and Southeast Quarter (SE).

Section 13:

All of Section 13.

Section 14:

Northeast Quarter (NE) and Southeast Quarter (SE).

Section 23:

Northeast Quarter of the Northeast Quarter (NENE),
Northwest Quarter of the Northeast Quarter (NWNE),
Part of the Southwest Quarter of the Northeast Quarter (PT SWNE),

Part of the Southeast Quarter of the Northeast Quarter (PT SENE),
Part of the Northeast Quarter of the Northwest Quarter (PT NENW), and
Part of the Southeast Quarter of the Northwest Quarter (PT SENW).

Containing approximately 1,493 acres, more or less.

The properties described above shall be collectively referred to herein as the "Service Property." The precise location of the raw water service connection shall be subject to review and approval by the City of Sheridan Utilities Department.

4. CONNECTION, TAP SIZE, AND FEES

Customer shall only connect to the City's raw water system through either:

- i. a one-inch (1") tap, or
- ii. a two-inch (2") tap.

All connection design and construction must be reviewed and approved by the City Utilities Department prior to installation.

Customer shall be responsible for all costs associated with installation of the connection, including but not limited to:

- i. tapping fees,
- ii. meter fees,
- iii. connection fees,
- iv. design and engineering costs,
- v. permitting costs,
- vi. inspection costs, and
- vii. materials and labor.

Tap fees, meter fees, and other connection charges shall be assessed in accordance with the fee schedule adopted by the Sheridan Governing Body.

Plant Investment Fees (PIFs) are not applicable for a raw water service connection and will not be charged.

5. METERING AND RATE

All water delivered under this Agreement shall be metered at the point of connection.

The Customer shall pay the City for raw water delivered at a rate of **\$0.85 per one thousand (1,000) gallons** of water delivered.

Upon sixty (60) day notice, the City may revise this rate as adopted by the Sheridan Governing Body, as determined by future rate studies, with increases that parallel municipal water rate increases, or as other rate increases as adopted.

The City shall invoice the Customer monthly, and payment shall be paid on a monthly basis. Late payments shall be subject to penalties consistent with City utility billing policies.

6. CUSTOMER RESPONSIBILITIES

Customer shall be responsible for the installation, ongoing operation, and maintenance of the service line including the connection to the 30-inch transmission line and all necessary infrastructure downstream of it. This includes, but is not limited to, all pipelines, valves, fittings, and metering equipment.

The Customer is responsible for proper system design to preclude damage to, or issues with the City's water system.

The Customer shall use the delivered raw water only for the purposes identified in this Agreement.

7. CITY RESPONSIBILITIES

The City is responsible for the operation and maintenance of its raw water transmission system, but this responsibility ceases at the Customer's point of connection.

The City will not treat or monitor the quality of the raw water delivered, nor is it responsible to do so.

The City does not guarantee water quantity, pressure, or availability, and delivery may be suspended due to:

- i. maintenance activities,
- ii. operational needs,
- iii. drought conditions,
- iv. regulatory restrictions, or
- v. emergency water restrictions.

8. WATER AVAILABILITY

Delivery of raw water under this Agreement is subject to:

- i. availability of water,
- ii. system capacity,
- iii. orders or regulations issued by the Wyoming State Engineer's Office, and
- iv. any drought response or emergency water restrictions implemented by the City.

The City reserves the right to suspend or reduce service as necessary for any reason and ensure priority of its water supply is first given to the City of Sheridan and Sheridan Area Joint Powers Board's (SAWJPB's) customers.

9. PRE-ANNEXATION AGREEMENT EXCLUSION

This Agreement does not constitute a pre-annexation agreement and shall not be interpreted as requiring annexation of the property described herein.

Provision of raw water service under this Agreement shall not obligate Customer to annex the Service Property into the City of Sheridan, nor shall it constitute a waiver of any City policies regarding annexation or municipal services.

10. INDEMNIFICATION

Customer shall indemnify and hold harmless the City from any claims, damages, losses, or expenses, including reasonable attorney fees and costs, arising from the use of the water delivered under this Agreement or from the operation of the Customer's water system.

11. GOVERNMENTAL IMMUNITY

Nothing contained in this Agreement shall be construed as a waiver of the City's governmental immunity or defenses under the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq., or any other applicable law.

The City expressly reserves all immunities, defenses, and limitations of liability available under Wyoming law.

12. NOTICES

All notices required by this Agreement must be delivered to the City Utilities Department and Customer respectively.

13. GENERAL PROVISIONS

This Agreement represents the entire agreement between the parties and supersedes all prior agreements relating to the subject matter herein.

Any amendment to this Agreement must be in writing and signed by both parties.

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

This Agreement shall be governed by the laws of the State of Wyoming, and any legal action arising under this Agreement shall be filed in the appropriate court within the Fourth Judicial District, Sheridan County, Wyoming.

CITY OF SHERIDAN

By: _____
Dan Roberts, City Utilities Director

Date

MULLINAX INC.

By: _____

Date

Name: _____

Title: _____

MEMO

To: Mr. Dan Roberts, P.E., Public Utilities Director
City of Sheridan
From: Todd Cristiano, Manager
Brian Kirsch, Senior Consultant
Raftelis
Date: November 19, 2018
Re: Raw Water Rate

Introduction

The City of Sheridan maintains a water intake facility that feeds a 30-inch raw water transmission main that delivers water to its treatment facility. The City requested that Raftelis calculate a cost-justified volume rate for raw water. This rate will be charged to customers who wish to purchase raw water from the City via its raw water infrastructure. This memo will address three potential cost components: a volume rate for all raw water customers regardless of whether the customer “brings their own water”, a volume lease rate, and Plant Investment Fees (PIFs) and meter and connection fees.

Raw Water Rate

The development of a raw water rate uses an industry-accepted methodology known as the utility basis to ensure that the City is appropriately compensated for the use of its infrastructure. This methodology calculates the City’s raw water costs as the sum of the City’s raw water capital costs plus annual raw water costs.

The annual capital costs are calculated using the book value of raw water assets multiplied by a rate of return on capital. The rate of return that is earned by the City on its capital is determined by the long-term United States borrowing rate (e.g., the 20-year U.S. bond rate as of December 29, 2017 which is 2.58%) plus the interest rate at which the City can borrow funds (estimated to be 2.5%). Thus, the rate of return on capital is calculated to be 5.08%. This rate of return is applied to the book value of the City’s raw water assets.

The annual raw water costs consist of the annual O&M costs plus the annual depreciation. The total annual raw water costs are then divided by the total annual raw water production to produce a volume rate in dollars per 1,000 gallons (kgal). See Table 1 for the development of the raw water rate.

Table 1: Development of Raw Water Rate

Description	Amount
Book Value of Raw Water Assets	\$9,143,036
Rate of Return on Capital	5.08%
Annual Capital Cost	\$464,466
Current Year Depreciation	221,169
Annual Raw Water O&M	20,985
Total Annual Raw Water Costs	\$706,620
2017 Billed Volume (kgal)	928,160
Volume Rate (\$/kgal)	\$0.76

The calculated raw water rate is \$0.76/kgal. This raw water rate is to be charged for all raw water purchased using the City's raw water infrastructure.

Lease Rates

If a customer is bringing his own water, then the customer will pay no additional charges for its usage. However, if the customer wishes to lease water from the City, the City will need to determine an appropriate lease rate to charge the customer. The City should establish a policy to price water leases. It may wish to use available lease purchase information in nearby reservoirs to set the price, perhaps through the average price of the most recent leases, the average price over the last year, etc. Finally, the City could choose to price a water lease by taking the value of a water right and amortizing its use for a year. However, lease prices tend to be more volatile than sale prices of water rights as they better reflect current conditions and demands. Using an amortization approach could lead to the City leasing water for artificially low rates during severe droughts.

Plant Investment Fees / Connection Fees

Raw water customers may wish to have a metered connection to the City's raw water supply. In this case, they would not need to pay a Plant Investment Fee (PIF) to do so. At its most basic, a PIF is calculated by taking the valuation of a system and dividing it by its capacity to serve. However, in the case of the raw water system there is no real bounds on the capacity to serve in the same manner as the capacity of a treatment plant (i.e., the typical metric used to define capacity), so the PIF calculation is more subjective. Further, because the utility basis is being used to set the raw water rate, PIF revenues must be deducted from the value of raw water assets. The result of this action can be a premature erosion of the rate base. In other words, the raw water rate would be prematurely reduced. However, the raw water customer should pay the connection costs and meter fees required to connect to the system as those are direct costs incurred upon the system and do not affect the asset valuation.



CITY OF SHERIDAN, WYOMING

55 Grinnell Plaza, Sheridan, Wyoming 82801

Ph (307) 674-6483

Public Works

MEMORANDUM

RE: Discussion of Approval of the WYDOT Agreement of Acceptance for East 5th Street - Public Works Director Hanns Mercer

From: Hanns Mercer, Public Works Director

To: City Council

Date: 04/16/2026

Recommendation:

Staff recommends that the Mayor and City Council approve the Agreement of Acceptance for East 5th Street. The boundaries are defined in the attached Agreement.

Discussion:

The City of Sheridan deems that it would be in the best interest of the public, that a certain portion of highway right-of-way of Transportation Commission of Wyoming Project No. 1704016, become a necessary and desirable extension of the City of Sheridan's Public Works Department infrastructure.

Attachments

Agreement of Acceptance

QuitClaim Deed

Maintenance Agreement

AGREEMENT OF ACCEPTANCE

WHEREAS, the City of Sheridan of Sheridan County, Wyoming, deems that it would be in the best interest of the public, that a certain portion of highway right-of-way of Transportation Commission of Wyoming Project No. 1704016, become a necessary and desirable extension of the City of Sheridan's Public Works Department infrastructure.

Said portion of highway right-of-way being more particularly described as follows:

Excess Land No. 24-000425

Parcel A

A parcel of land situate in the SE1/4SE1/4, Section 22, T. 56 N., R. 84 W., of the 6th P.M., Sheridan County, Wyoming, described by metes and bounds as follows:

Commencing at the corner common to Sections 22, 23, 27, and 28 of said T. 56 N., R. 84 W., from which the northeast corner of Wyoming State Highway 336 (Fifth Street) and Broadway bears N. 33° 35' 12.0" W. a distance of 291.61 feet, **THE TRUE POINT OF BEGINNING**, from which said northeast corner bears N. 85° 45' 31.0" W. a distance of 2,747.70 feet from the south quarter corner common to Sections 23 and 26, as shown on that Record of Survey prepared by David L. Randall, PELS 3159, stamped November 19, 2025;

thence S. 00° 38' 21.0" E. a distance of 80.11 feet to the southerly boundary of Wyoming State Highway 336 (Fifth Street);

thence along said boundary N. 89° 59' 21.0" W. a distance of 69.95 feet;

thence continuing along said boundary N. 89° 32' 18.0" W. a distance of 259.20 feet to the northwest corner of Lot 1, Block 27, Sheridan Land Company's Addition to the Town of Sheridan, Wyoming;

thence continuing along said southerly boundary N. 89° 32' 18.0" W. a distance of 237.26, from which the centerline of U.S. Highway 87 (Main Street) is 78.00 feet west;

thence N. 00° 30' 15.0" E. a distance of 79.88 feet to the northerly boundary of Wyoming State Highway 336 (Fifth Street);

thence along said boundary S. 89° 32' 09.0" E. a distance of 237.18 feet to the southeast corner of Lot 4, Block 21, Sheridan Land Company's Addition to the Town of Sheridan, Wyoming;

thence continuing along said northerly boundary S. 89° 44' 48.0" E. a distance of 39.89 feet to the southwest corner of Lot 7, Block 20, Sheridan Land Company's Addition to the Town of Sheridan, Wyoming;

thence continuing along said northerly boundary S. 89° 35' 12.0" E. a distance of 223.14 feet;

thence continuing along said boundary S. 89° 57' 11.0" E. a distance of 64.60 feet to the point of beginning.

The above described parcel of land contains 1.04 acres, more or less.

Excess Land No. 24-000425

Parcel B

A parcel of land situate in the S1/2SW1/4 and SW1/4SE1/4, Section 23, and in the NE1/4NW1/4 and NW1/4NE1/4, Section 26, T. 56 N., R. 84 W., of the 6th P.M., Sheridan County, Wyoming, described by metes and bounds as follows:

Commencing at the corner common to Sections 22, 23, 27, and 28 of said T. 56 N., R. 84 W., from which the northwest corner of Wyoming State Highway 336 (Fifth Street) and Crook Street bears N. 39° 20' 44.0" E. a distance of 314.06 feet, **THE TRUE POINT OF BEGINNING**, from which said northwest corner bears N. 85° 07' 12.0" W. a distance of 2,387.70 feet from the south quarter corner common to Sections 23 and 26, as shown on that Record of Survey prepared by David L. Randall, PELS 3159, stamped November 19, 2025;

thence along the northerly boundary of Wyoming State Highway 336 (Fifth Street) N. 89° 57' 37.0" E. a distance of 79.87 feet to the southwest corner of Lot 7, Block 19, Sheridan Land Company's Addition to the Town of Sheridan, Wyoming;

thence along said northerly boundary N. 89° 47' 06.0" E. a distance of 303.70 feet to the southeast corner of Lot 12, Block 19, Sheridan Land Company's Addition to the Town of Sheridan, Wyoming;

thence along said northerly boundary N. 89° 47' 57.0" E. a distance of 543.99 feet to the southwest corner of Lot 6, Block 17, Sheridan Land Company's Addition to the Town of Sheridan, Wyoming;

thence along said northerly boundary N. 89° 47' 12.0" E. a distance of 1,161.70 feet to the southwest corner of Lot 16, Block 9, West View Addition to the Town of Sheridan, Wyoming;

thence along said northerly boundary S. 77° 53' 56.0" E. a distance of 409.74 feet to the westerly right of way boundary of Joe Street;

thence along said northerly boundary S. 76° 43' 04.0" E. a distance of 69.17 feet to the easterly right of way boundary of Joe Street;

thence along said boundary S. 02° 57' 20.0" E. a distance of 83.61 feet to the northerly boundary of Wyoming State Highway 336 (Fifth Street);

thence along said northerly boundary S. 56° 19' 26.0" E. a distance of 293.59 feet to the beginning of a curve, concave northeasterly, the radius of which is 1,357.39 feet;

thence continuing along said boundary and easterly along said curve through a central angle of 28° 40' 36.0", an arc distance of 679.37 feet, with a chord bearing of S. 70° 42' 53.0" E., and a chord distance of 672.30 feet to the end of said curve;

thence continuing along said boundary S. 85° 24' 35.0" E. a distance of 63.74 feet;

thence S. 00° 45' 42.0" E. a distance of 441.72 feet to the southerly right of way boundary of Wyoming State Highway 336 (Fifth Street), also the beginning of a spiral curve, concave northeasterly, the radius of which is 941.20 feet;

thence along said southerly boundary and northwesterly along the spiral arc of said curve through a central angle of 05° 18' 32.0", a spiral distance of 87.21 feet, with a chord bearing of N. 83° 43' 15.0" W., and a chord distance of 87.18 feet to the beginning of the circular arc of said curve;

thence continuing along said boundary and northwesterly along said curve through a central angle of 13° 04' 29.0", an arc distance of 214.78 feet, with a chord bearing of N. 74° 43' 33.0" W., and a chord distance of 214.31 feet to the end of said circular arc of said curve;

thence continuing along said boundary N. 21° 45' 57.0" E. a distance of 96.79 feet to the beginning of a circular arc of a spiral curve, concave northeasterly, the radius of which is 846.20 feet,

thence continuing along said boundary and northwesterly along said curve through a central angle of 02° 21' 04.0", an arc distance of 34.72 feet, with a chord bearing of N. 70° 04' 29.0" W., and a chord distance of 34.72 feet to the beginning of the spiral arc of said curve;

thence continuing along said boundary and northwesterly along the spiral arc of said curve through a central angle of 09° 36' 00.0", a spiral distance of 261.68 feet, with a chord bearing of N. 59° 37' 17.0" W., and a chord distance of 261.53 feet to the end of said spiral arc of said curve;

thence continuing along said boundary N. 32° 57' 43.0" E. a distance of 14.80 feet;

thence continuing along said boundary N. 56° 15' 43.0" W. a distance of 608.92 feet;

thence continuing along said boundary N. 33° 44' 17.0" E. a distance of 37.34 feet;

thence continuing along said boundary N. 56° 29' 31.0" W. a distance of 45.77 feet to the beginning of a curve, concave southwesterly, the radius of which is 1,198.24 feet;

thence continuing along said boundary and northwesterly along said curve through a central angle of 19° 41' 09.0", an arc distance of 411.69 feet, with a chord bearing of N. 66° 18' 32.0" W., and a chord distance of 409.67 feet to the end of said curve;

thence continuing along said boundary N. 00° 36' 52.0" E. a distance of 25.90 feet to the beginning of a curve, concave southerly, the radius of which is 1,223.24 feet;

thence continuing along said boundary and westerly along said curve through a central angle of 13° 27' 00.0", an arc distance of 287.15 feet, with a chord bearing of N. 83° 11' 57.0" W., and a chord distance of 286.49 feet to the end of said curve, also the easterly right of way boundary of Lincoln Drive;

thence N. 00° 40' 44.0" E. a distance of 13.35 feet to the southerly boundary of Wyoming State Highway 336 (Fifth Street);

thence along said boundary N. 89° 57' 58.0" W. a distance of 258.91 feet;

thence continuing along said boundary S. 00° 20' 04.0" E. a distance of 10.10 feet to the northeast corner of Lot 3, Evergreen Subdivision to the Town of Sheridan, Wyoming;

thence continuing along said southerly boundary S. 89° 52' 40.0" W. a distance of 420.11 feet to the northwest corner of Lot 1, Evergreen Subdivision to the Town of Sheridan, Wyoming;

thence continuing along said southerly boundary S. 89° 25' 50.0" W. a distance of 72.53 feet to the northeast corner of Lot 1, Block 31, Sheridan Land Company's Addition to the Town of Sheridan, Wyoming;

thence continuing along said southerly boundary S. 89° 47' 51.0" W. a distance of 613.88 feet to the northwest corner of Lot 12, Block 30, Sheridan Land Company's Addition to the Town of Sheridan, Wyoming;

thence continuing along said southerly boundary S. 89° 44' 08.0" W. a distance of 69.81 feet to the northeast corner of Lot 1, Block 29, Sheridan Land Company's Addition to the Town of Sheridan, Wyoming;

thence continuing along said southerly boundary S. 89° 49' 37.0" W. a distance of 303.00 feet to the northwest corner of Lot 6, Block 29, Sheridan Land Company's Addition to the Town of Sheridan, Wyoming;

thence continuing along said southerly boundary S. 89° 51' 40.0" W. a distance of 80.26 feet to the northeast corner of Lot 1A, Block 2, East Glacier Park Addition to the Town of Sheridan, Wyoming;

thence N. 00° 29' 56.0" W. a distance of 79.98 feet to the point of beginning.

The above described parcel of land contains 12.52 acres, more or less.

NOW, THEREFORE BE IT RESOLVED, by the City of Sheridan of said County of Sheridan, Wyoming, that upon relinquishment by the Transportation Commission of Wyoming of the above described portion of highway, the City of Sheridan's Public Works Department will assume all responsibility thereof, in accordance with the provisions of W.S. 24-3-126.

In Witness whereof, this relinquishment is accepted by the City of Sheridan of Sheridan County, this _____ day of _____, A.D., twenty twenty-six, to-wit:

City of Sheridan of Sheridan County, Wyoming

Mayor, City of Sheridan

ATTEST: **SEAL**

Secretary, City of Sheridan

ACKNOWLEDGMENT

THE STATE OF WYOMING

§

COUNTY OF LARAMIE

The foregoing instrument was acknowledged before me this _____ day of _____,
twenty twenty-six, by_____.

Witness my hand and official seal.

NOTARY PUBLIC

My commission expires _____

QUITCLAIM DEED

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged and confessed, **THE TRANSPORTATION COMMISSION OF WYOMING**, hereinafter called the grantor, hereby remises, releases and quitclaims to The City of Sheridan, 55 Grinnell Plaza, Sheridan, WY 82801, its assigns or successors herein called the grantee, the following described lands located in the County of Sheridan and State of Wyoming, to-wit:

Excess Land No. 24-000425

Parcel A

A parcel of land situate in the SE1/4SE1/4, Section 22, T. 56 N., R. 84 W., of the 6th P.M., Sheridan County, Wyoming, described by metes and bounds as follows:

Commencing at the corner common to Sections 22, 23, 27, and 28 of said T. 56 N., R. 84 W., from which the northeast corner of Wyoming State Highway 336 (Fifth Street) and Broadway bears N. 33° 35' 12.0" W. a distance of 291.61 feet, **THE TRUE POINT OF BEGINNING**, from which said northeast corner bears N. 85° 45' 31.0" W. a distance of 2,747.70 feet from the south quarter corner common to Sections 23 and 26, as shown on that Record of Survey prepared by David L. Randall, PELS 3159, stamped November 19, 2025;

thence S. 00° 38' 21.0" E. a distance of 80.11 feet to the southerly boundary of Wyoming State Highway 336 (Fifth Street);

thence along said boundary N. 89° 59' 21.0" W. a distance of 69.95 feet;

thence continuing along said boundary N. 89° 32' 18.0" W. a distance of 259.20 feet to the northwest corner of Lot 1, Block 27, Sheridan Land Company's Addition to the Town of Sheridan, Wyoming;

thence continuing along said southerly boundary N. 89° 32' 18.0" W. a distance of 237.26, from which the centerline of U.S. Highway 87 (Main Street) is 78.00 feet west;

thence N. 00° 30' 15.0" E. a distance of 79.88 feet to the northerly boundary of Wyoming State Highway 336 (Fifth Street);

thence along said boundary S. 89° 32' 09.0" E. a distance of 237.18 feet to the southeast corner of Lot 4, Block 21, Sheridan Land Company's Addition to the Town of Sheridan, Wyoming;

thence continuing along said northerly boundary S. 89° 44' 48.0" E. a distance of 39.89 feet to the southwest corner of Lot 7, Block 20, Sheridan Land Company's Addition to the Town of Sheridan, Wyoming;

thence continuing along said northerly boundary S. 89° 35' 12.0" E. a distance of 223.14 feet;

thence continuing along said boundary S. 89° 57' 11.0" E. a distance of 64.60 feet to the point of beginning.

The above described parcel of land contains 1.04 acres, more or less.

Excess Land No. 24-000425

Parcel B

A parcel of land situate in the S1/2SW1/4 and SW1/4SE1/4, Section 23, and in the NE1/4NW1/4 and NW1/4NE1/4, Section 26, T. 56 N., R. 84 W., of the 6th P.M., Sheridan County, Wyoming, described by metes and bounds as follows:

Commencing at the corner common to Sections 22, 23, 27, and 28 of said T. 56 N., R. 84 W., from which the northwest corner of Wyoming State Highway 336 (Fifth Street) and Crook Street bears N. 39° 20' 44.0" E. a distance of 314.06 feet, **THE TRUE POINT OF BEGINNING**, from which said northwest corner bears N. 85° 07' 12.0" W. a distance of 2,387.70 feet from the south quarter corner common to Sections 23 and 26, as shown on that Record of Survey prepared by David L. Randall, PELS 3159, stamped November 19, 2025;

thence along the northerly boundary of Wyoming State Highway 336 (Fifth Street) N. 89° 57' 37.0" E. a distance of 79.87 feet to the southwest corner of Lot 7, Block 19, Sheridan Land Company's Addition to the Town of Sheridan, Wyoming;

thence along said northerly boundary N. 89° 47' 06.0" E. a distance of 303.70 feet to the southeast corner of Lot 12, Block 19, Sheridan Land Company's Addition to the Town of Sheridan, Wyoming;

thence along said northerly boundary N. 89° 47' 57.0" E. a distance of 543.99 feet to the southwest corner of Lot 6, Block 17, Sheridan Land Company's Addition to the Town of Sheridan, Wyoming;

thence along said northerly boundary N. 89° 47' 12.0" E. a distance of 1,161.70 feet to the southwest corner of Lot 16, Block 9, West View Addition to the Town of Sheridan, Wyoming;

thence along said northerly boundary S. 77° 53' 56.0" E. a distance of 409.74 feet to the westerly right of way boundary of Joe Street;

thence along said northerly boundary S. 76° 43' 04.0" E. a distance of 69.17 feet to the easterly right of way boundary of Joe Street;

thence along said boundary S. 02° 57' 20.0" E. a distance of 83.61 feet to the northerly boundary of Wyoming State Highway 336 (Fifth Street);

thence along said northerly boundary S. 56° 19' 26.0" E. a distance of 293.59 feet to the beginning of a curve, concave northeasterly, the radius of which is 1,357.39 feet;

thence continuing along said boundary and easterly along said curve through a central angle of 28° 40' 36.0", an arc distance of 679.37 feet, with a chord bearing of S. 70° 42' 53.0" E., and a chord distance of 672.30 feet to the end of said curve;

thence continuing along said boundary S. 85° 24' 35.0" E. a distance of 63.74 feet;

thence S. 00° 45' 42.0" E. a distance of 441.72 feet to the southerly right of way boundary of Wyoming State Highway 336 (Fifth Street), also the beginning of a spiral curve, concave northeasterly, the radius of which is 941.20 feet;

thence along said southerly boundary and northwesterly along the spiral arc of said curve through a central angle of 05° 18' 32.0", a spiral distance of 87.21 feet, with a chord bearing of N. 83° 43' 15.0" W., and a chord distance of 87.18 feet to the beginning of the circular arc of said curve;

thence continuing along said boundary and northwesterly along said curve through a central angle of 13° 04' 29.0", an arc distance of 214.78 feet, with a chord bearing of N. 74° 43' 33.0" W., and a chord distance of 214.31 feet to the end of said circular arc of said curve;

thence continuing along said boundary N. 21° 45' 57.0" E. a distance of 96.79 feet to the beginning of a circular arc of a spiral curve, concave northeasterly, the radius of which is 846.20 feet,

thence continuing along said boundary and northwesterly along said curve through a central angle of 02° 21' 04.0", an arc distance of 34.72 feet, with a chord bearing of N. 70° 04' 29.0" W., and a chord distance of 34.72 feet to the beginning of the spiral arc of said curve;

thence continuing along said boundary and northwesterly along the spiral arc of said curve through a central angle of 09° 36' 00.0", a spiral distance of 261.68 feet, with a chord bearing of N. 59° 37' 17.0" W., and a chord distance of 261.53 feet to the end of said spiral arc of said curve;

thence continuing along said boundary N. 32° 57' 43.0" E. a distance of 14.80 feet;

thence continuing along said boundary N. 56° 15' 43.0" W. a distance of 608.92 feet;

thence continuing along said boundary N. 33° 44' 17.0" E. a distance of 37.34 feet;

thence continuing along said boundary N. 56° 29' 31.0" W. a distance of 45.77 feet to the beginning of a curve, concave southwesterly, the radius of which is 1,198.24 feet;

thence continuing along said boundary and northwesterly along said curve through a central angle of 19° 41' 09.0", an arc distance of 411.69 feet, with a chord bearing of N. 66° 18' 32.0" W., and a chord distance of 409.67 feet to the end of said curve;

thence continuing along said boundary N. 00° 36' 52.0" E. a distance of 25.90 feet to the beginning of a curve, concave southerly, the radius of which is 1,223.24 feet;

thence continuing along said boundary and westerly along said curve through a central angle of 13° 27' 00.0", an arc distance of 287.15 feet, with a chord bearing of N. 83° 11' 57.0" W., and a chord distance of 286.49 feet to the end of said curve, also the easterly right of way boundary of Lincoln Drive;

thence N. 00° 40' 44.0" E. a distance of 13.35 feet to the southerly boundary of Wyoming State Highway 336 (Fifth Street);

thence along said boundary N. 89° 57' 58.0" W. a distance of 258.91 feet;

thence continuing along said boundary S. 00° 20' 04.0" E. a distance of 10.10 feet to the northeast corner of Lot 3, Evergreen Subdivision to the Town of Sheridan, Wyoming;

thence continuing along said southerly boundary S. 89° 52' 40.0" W. a distance of 420.11 feet to the northwest corner of Lot 1, Evergreen Subdivision to the Town of Sheridan, Wyoming;

thence continuing along said southerly boundary S. 89° 25' 50.0" W. a distance of 72.53 feet to the northeast

corner of Lot 1, Block 31, Sheridan Land Company’s Addition to the Town of Sheridan, Wyoming;

thence continuing along said southerly boundary S. 89° 47' 51.0" W. a distance of 613.88 feet to the northwest corner of Lot 12, Block 30, Sheridan Land Company’s Addition to the Town of Sheridan, Wyoming ;

thence continuing along said southerly boundary S. 89° 44' 08.0" W. a distance of 69.81 feet to the northeast corner of Lot 1, Block 29, Sheridan Land Company’s Addition to the Town of Sheridan, Wyoming;

thence continuing along said southerly boundary S. 89° 49' 37.0" W. a distance of 303.00 feet to the northwest corner of Lot 6, Block 29, Sheridan Land Company’s Addition to the Town of Sheridan, Wyoming;

thence continuing along said southerly boundary S. 89° 51' 40.0" W. a distance of 80.26 feet to the northeast corner of Lot 1A, Block 2, East Glacier Park Addition to the Town of Sheridan, Wyoming;

thence N. 00° 29' 56.0" W. a distance of 79.98 feet to the point of beginning.

The above described parcel of land contains 12.52 acres, more or less.

Grantor conveys and quitclaims to the grantee all the estate, right, title, interest, property, claim demand whatsoever, in law as in equity, and any and all after acquired title of the grantor, in or to the above described premises and every part and parcel thereof, with the appurtenances, tenements and hereditaments there unto belonging.

Grantee, its successors and assigns, do hereby agree that upon release by the grantor of all right, title and interest in and to the above described land, said grantee will assume all responsibility for said land in accordance with the provisions of W. S. 24-3-126, and that in the event the above described land is no longer needed for public purposes, such land shall immediately revert to the grantor.

The grantee for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the grantee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*); 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964), as amended, set forth in this Assurance.

In the event of breach of any of the above Non-discrimination covenants, the Wyoming Department of Transportation will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Transportation Commission of Wyoming and its assigns.

Dated this _____ day of _____, 2026.

ATTEST

THE TRANSPORTATION COMMISSION OF WYOMING

Secretary

Brian Olsen for the Wyoming Department of Transportation

ACKNOWLEDGMENT

THE STATE OF WYOMING)
) §
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me on this _____day of _____, 2026, by _____ as Commission Secretary and Brian Olsen as Assistant Chief Engineer of the Wyoming Department of Transportation.

Witness my hand and official seal.

NOTARY PUBLIC

My commission Expires _____

CERTIFICATE of RECORDER

State of Wyoming } ss
County of Sheridan }

I hereby certify that this plat was filed for record in the Office of the Clerk and Recorder at _____ O'Clock on this _____ day of _____ 2025 and filed in Drawer _____, Plat Number _____, Instrument No. _____ Fee _____

COUNTY CLERK

DEPUTY COUNTY CLERK

CERTIFICATE of SURVEYOR

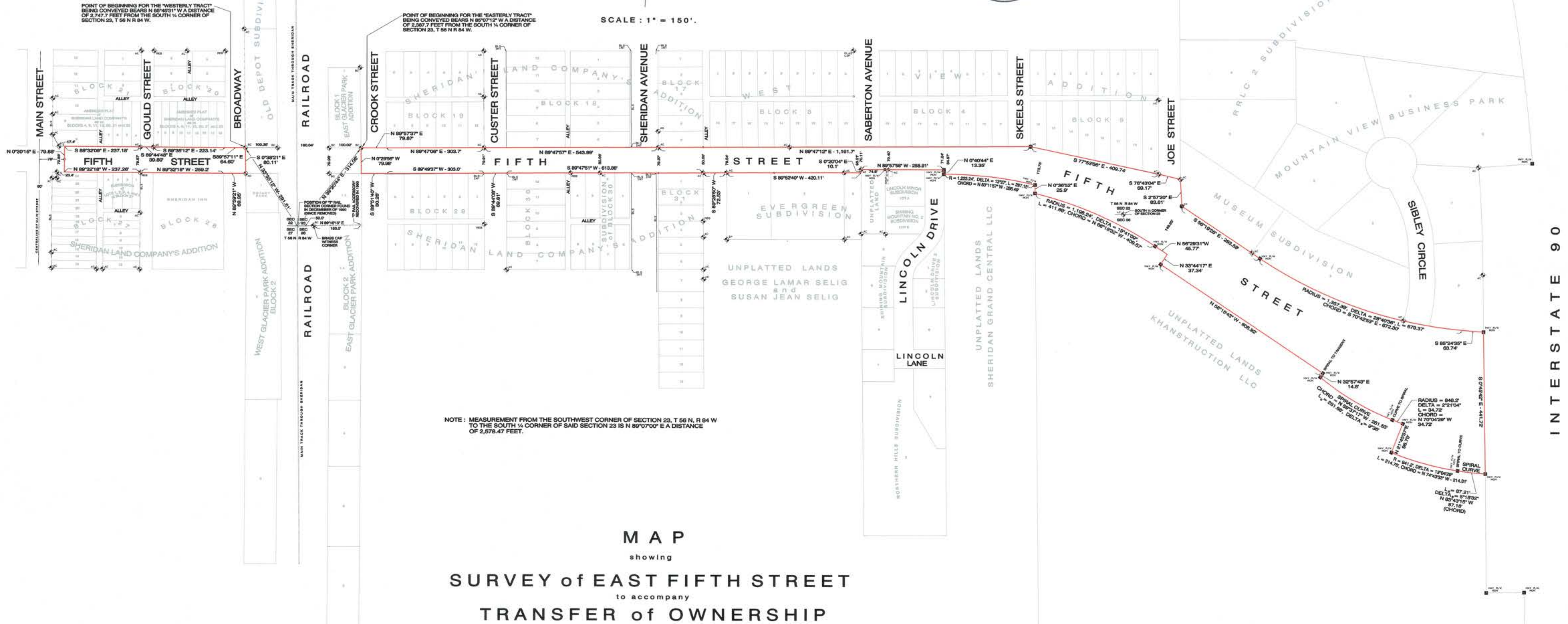
State of Wyoming } ss
County of Sheridan }

I, David L. Randall, of Sheridan, Wyoming do hereby certify that I am a duly registered Professional Engineer and Land Surveyor, licensed under the laws of the State of Wyoming, and that this map represents the results of an actual field survey performed under my direct supervision in October of 2025.
Also utilized in the preparation of this map were records available at the Sheridan County Clerk's Office in Sheridan, Wyoming, records furnished by the City of Sheridan, as well as survey records that I have available in my files.
This map correctly represents all of the information shown hereon.

Registration No. 3159 PE & LS



SCALE: 1" = 150'



NOTE: MEASUREMENT FROM THE SOUTHWEST CORNER OF SECTION 25, T 66 N, R 84 W TO THE SOUTHWEST CORNER OF SAID SECTION 25 IS N 89°57'00" E A DISTANCE OF 2,578.47 FEET.

MAP
showing
SURVEY of EAST FIFTH STREET
to accompany
TRANSFER of OWNERSHIP
from the
TRANSPORTATION COMMISSION of WYOMING
to the
CITY of SHERIDAN
prepared for the
CITY of SHERIDAN
55 GRINNELL PLAZA
SHERIDAN, WYOMING 82801

KEY

- AC - ALUMINUM CAP
- BC - BRASS CAP
- BLC - BACK LINE OF CURB
- BLS - BACK LINE OF SIDEWALK
- BLS INT - BACK LINE OF SIDEWALK INTERSECTION (TYPICALLY AT BLOCK CORNERS)
- HWY R/W - HIGHWAY RIGHT OF WAY MONUMENT
- IP - IRON PIN
- PLAS CAP - PLASTIC CAP
- REB - REBAR



Mark Gordon
Governor

WYOMING Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



K. Luke Reiner
Director

December 6, 2019

The Honorable Roger Miller
Mayor-City of Sheridan
55 E Grinnell Plaza
Sheridan, Wyoming 82801

Maintenance Agreement for
Federal Project STP-1704016
Sheridan Streets
5th Street and Sheridan Avenue
Sheridan County

Dear Mayor Miller:

Enclosed herewith for the City's file is an executed original of the Maintenance Agreement for the above-mentioned project. Thank you for your assistance with this agreement.

Sincerely,

Janice Burlew
Agreements Coordinator
Grants and Contracts Policy Program

Enclosure

cc: the following via email:

Scott Taylor, P.E., District Engineer, Sheridan
Jim Evensen, P.E., District Construction Engineer, Sheridan
Michelle Edwards, P.E., District Traffic Engineer, Sheridan
Jerry Buckley, P.E., Resident Engineer, Sheridan
Jeff Brown, P.E., State Highway Development Engineer, Cheyenne
Andrea Allen, P.E., Project Development Engineer, Cheyenne
Ken Keel, P.E., Project Development Engineer, Cheyenne
Joel Meena, P.E., State Traffic Engineer, Cheyenne
Kevin Lebeda, SRWA, Right-of-Way Administrator, Cheyenne
Chris Pivik, P.E., Assistant Contracts and Estimates Engineer, Cheyenne
Pam Fredrick, CIA, Senior Budget Analyst, Budget Office, Cheyenne
Brandi Miller, Budget Specialist II, Budget Office, Cheyenne
Christy Stone, STIP Program Coordinator, Planning, Cheyenne
Henry Rettinger, IV, P.E., Supervisor, Engineering & Operations, Engineer,
FHWA, Cheyenne

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

Federal Project STP-1704016
Sheridan Streets
5th Street and Sheridan Ave.
Sheridan County

1. **Parties.** The parties to this Agreement are the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Sheridan (City), whose address is 55 Grinnell Plaza, Sheridan, Wyoming 82801.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which a signal and American with Disabilities Act of 1990 (ADA) crossings shall be constructed at the intersection of WY 336 and Sheridan Ave. (5th Street at Sheridan Ave).
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through completion of the project. All services shall be completed during this term.
4. **Payment.** No payment shall be made by either party by the other party as a result of this Agreement.
5. **Responsibilities of City.** The services to be provided by the City are as follows:
 - A. In consideration of WYDOT's construction and installation of a signal and ADA crossings at 5th Street and Sheridan Ave. (WY 336 RM 0.362) the City agrees that it shall take over ownership of WY 336 (5th Street) from Main Street (RM 0.00) to the 5th Street Interchange on I-90 (WY 336 RM 0.910; I-90 RM 23.16) (Roadway).
 - B. The City shall indefinitely maintain, at its sole expense, the Roadway, signal and crossings at no cost to WYDOT. Said maintenance of the Roadway shall include but not be limited to weed and pest control, trash removal, irrigation, landscape maintenance, painting, utilities, vandalism repairs, crash damage repairs, snow removal, and necessary miscellaneous repairs or modifications to keep this area in a neat and pleasing condition.

6. **Responsibilities of WYDOT.** The services to be provided by WYDOT are as follows:

- A. In consideration of the City's agreement to indefinitely maintain the Roadway, WYDOT shall construct and install a signal and ADA crossings at 5th Street and Sheridan Ave. (WY 336 RM 0.362)
- B. The costs associated with constructing and installing a signal and ADA crossings shall be the sole responsibility of WYDOT.

7. **General Provisions**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The City shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. **Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the City which are pertinent to this Agreement.
- E. **Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT shall notify the City at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. **Award of Related Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other

contractors for work related to this Agreement. The City shall cooperate fully with other contractors and WYDOT in all such cases.

- G. **Compliance with Laws.** The City shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- H. **Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement shall be kept confidential by the City unless written permission is granted by WYDOT for its release. If and when the City receives a request for information subject to this Agreement, the City shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- I. **Entirety of Agreement.** This Agreement, consisting of seven (7) pages; represents the entire and integrated Agreement between the parties and supersedes
- J. **Ethics.** The City shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the City's profession.
- K. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.
- L. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- M. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. **Independent Contractor.** The City shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the City shall be free from control or direction over the details of the performance of services under this Agreement. The City shall assume sole responsibility for any debts or liabilities that may be incurred by the City in

fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the City or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or WYDOT. The City agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the City or the City's agents or employees as a result of this Agreement.

- O. **Nondiscrimination.** The City shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- P. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- Q. **Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement. Upon termination of services, for any reason, the City agrees to return all such original and derivative information and documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- R. **Patent or Copyright Protection.** The City recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the City or its subcontractors will violate any such restriction. The City shall defend and indemnify WYDOT for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- S. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- T. **Insurance Requirements.** The City is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local

Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.

- U. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the City, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval from WYDOT.
- V. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- W. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the City expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- X. **Taxes.** The City shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- Y. **Termination of Agreement.** This Agreement may be terminated, without cause, by WYDOT upon thirty (30) days written notice. This Agreement may be terminated by WYDOT immediately for cause if the City fails to perform in accordance with the terms of this Agreement.
- Z. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- AA. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

- BB. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- CC. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- DD. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the City of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

"THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK"

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

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

ATTEST:

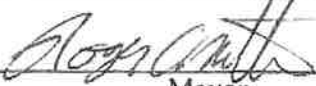


Signature
Cecilia Good

Print Name
City Clerk

Title

CITY OF SHERIDAN, WYOMING:

By: 

Mayor
Roger C Mueller

Print Name
11/01/19

Date

(SEAL)

ATTEST:

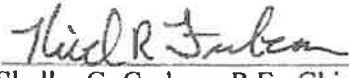


Sandra J. Scott, Secretary
Transportation Commission of Wyoming

OFFICIAL
SEAL
OF WYOMING

(SEAL)

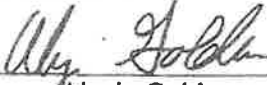
WYOMING DEPARTMENT OF TRANSPORTATION:

By: 

for Shelby G. Carlson, P.E., Chief Engineer
11-21-2019

Date

Approved as to form:

By: 

Alysia Goldman 10/7/19
Assistant Attorney General
State of Wyoming

Date agreement prepared: 10-7-19