

Development Agreement for
Poplar Grove P.U.D., Phase Four Subdivision

This agreement is made and entered into as of this 20th day of August, 2017, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and ***Trust Company of America FBO John W. Muecke***, hereinafter known as the "Developer." The City and Developer for their mutual benefit and consideration agree to the terms and conditions as listed herein for the development of the Poplar Grove P.U.D., Phase Four, subdivision:

Section 1. GENERAL CONDITIONS

- A. The terms of this agreement shall be binding on all heirs, successors, and assigns of the Developer.
- B. The development of the Poplar Grove P.U.D., Phase Four, subdivision, is subject to the requirements in Appendix B (Subdivisions) of the Sheridan City Code, the approved Conceptual Plan and Design Report for the Poplar Grove Planned Unit Development, as well as adopted City of Sheridan Standards for Street and Utility Construction.
- C. Outlot E as shown on the final plat of the Poplar Grove P.U.D, Phase Four, shall remain in perpetuity as an open space area, and no improvements shall be constructed other than landscaping as shown on a landscaping plan approved by the City Director of Public Works.
- D. Development of the Poplar Grove P.U.D., Phase Four, subdivision, shall occur in a single phase:

Phase A will consist of the following improvements:

- site grading,
- drainage improvements,
- installation of water and sewer and storm sewer mains,
- paving, curb, gutter, and sidewalks for Aspen Trail.
- Access improvements to provide fire access for Lots 25-30

All construction shall be completed as per plans and specifications approved by the City Engineer. Completion of Phase A shall occur no later than, July 17, 2019.

- E. The Developer shall provide financial assurances pursuant to and in conformance with Sheridan City Code, Appendix B., Sections 701 and 702, including 10% contingency fee. Financial assurances shall cover the following estimated costs:

1. Paving, curb, gutter, and sidewalk - \$364,874
2. Sewer, storm sewer and water - \$176,657
3. Total Public Infrastructure - \$541,531
4. Public Infrastructure plus 10% contingency – \$595,685

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

- F. The developer shall provide test results, inspection reports and suitable mylar as-built drawings, certified by a registered professional engineer, verifying satisfactory completion for roadway improvements and water and sewer utilities for the Poplar Grove P.U.D., Phase Four, subdivision. Water and sewer utilities shall be approved and accepted by City prior to issuance of building permits for the Poplar Grove P.U.D., Phase Four, 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 Poplar Grove P.U.D., Phase Four, 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 Poplar Grove P.U.D., Phase Four, subdivision.

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

Section 2. COMPLIANCE WITH TERMS AND CONDITIONS

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

Section 3. EFFECTIVE DATE

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

Section 4. TERMINATION

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

Section 5. SEVERABILITY

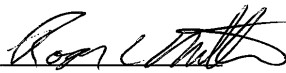
If any provision or portion of this agreement is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this agreement shall remain in full force and effect.

Section 6. GOVERNMENTAL IMMUNITY

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

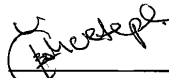
IN WITNESS WHEREOF, the parties execute this agreement as of the date set forth above.

For the City of Sheridan:

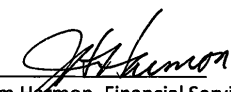

Roger Miller, Mayor

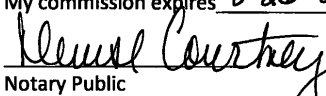
Mayor

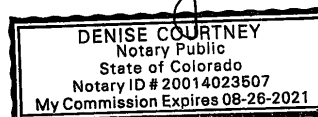
For the Developer:


Trust Company of America
FBO John W. Muecke

Attest:


Jim Harmon, Financial Services Director
(City Clerk)

The above and foregoing Agreement was
Subscribed, Sworn to, and Acknowledged
before me by John W. Muecke 22 day of
August, 2017.
My commission expires 8-26-2021

Notary Public





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 BOOK: 568 PAGE: 581 FEES: \$18.00 KK AGREEMENT - LEGAL
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

POPLAR GROVE PHASE IV
 Engineer's Opinion of Probable Cost

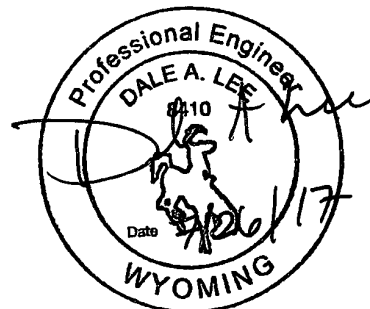
BASE SCHEDULE 1 - WATER TRANSMISSION MAIN					
BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
2000.01	Mobilization	LS	1	\$5,000	\$5,000
2221.03	Imported Trench Foundation Material	CY	300	\$40	\$12,000
2641.06	6" Gate Valve	EA	2	\$1,250	\$2,500
2644.00	Fire Hydrant Assembly	EA	3	\$6,000	\$18,000
2645.01	1" Water Service Line	LF	1,192	\$15	\$17,880
2645.21	Curb Stop/Box	EA	30	\$400	\$12,000
2710.06	6" C900 DR 18 PVC Water Main	LF	1,212	\$26	\$31,512
2710.186	8"x6" Reducer	EA	1	\$750	\$750
2710.38	6" Plug	EA	1	\$750	\$750
2710.4666	6"x6"x6" Tee	EA	1	\$1,250	\$1,250
2710.68	Connect to Existing 8" Waterline	EA	1	\$500	\$500
Total Schedule 1					\$102,142

BASE SCHEDULE 1A - WATER MAIN LOOP					
BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
2221.03	Imported Trench Foundation Material	CY	110	\$40	\$4,400
2641.06	6" Gate Valve	EA	2	\$1,250	\$2,500
2710.06	6" C900 DR 18 PVC Water Main	LF	485	\$50	\$24,250
2710.186	8"x6" Reducer	EA	1	\$950	\$950
2710.1645	6" 45 Elbow	EA	2	\$950	\$1,900
2710.4666	6"x6"x6" Tee	EA	1	\$1,250	\$1,250
2710.68	Connect to Existing 8" Waterline	EA	1	\$3,500	\$3,500
Total Schedule 1A					\$38,750

BASE SCHEDULE 2 - SANITARY SEWER IMPROVEMENTS					
BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
2712.14	4" PVC Sanitary Sewer Service Line	LF	881	\$15	\$13,215
2712.5	Sanitary Sewer Service Tap	EA	2	\$400	\$800
2722.01	Sanitary Sewer Manhole Additional Depth, 1'	EA	1	\$2,500	\$2,500
2722.01	Sanitary Sewer Manhole Remove Depth, 1'	EA	1	\$2,500	\$2,500
Total Schedule 2					\$19,015.00

BASE SCHEDULE 3 - STORM SEWER IMPROVEMENTS					
BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
2714.318	18" PVC Storm Sewer Main	LF	175	\$50	\$8,750
2720	Type A storm Drain Inlet / Catch Basin	EA	2	\$4,000	\$8,000
Total Schedule 3					\$16,750.00

BASE SCHEDULE 4 - SITE GRADING AND STREETS					
BID ITEM	PHASES I TO IV	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
	Construction Surveying and Staking	LS	1	\$2,500	\$2,500
	Rip Rap for Storm Drainage	SY	300	\$50	\$15,000
2450.04	Subgrade Preparation	SY	9,000	\$1	\$9,000
2519.10	Crushed Aggregate Base Course - 4"	CY	149	\$40	\$5,960
2519.10	Crushed Aggregate Base Course - 6"	CY	919	\$40	\$36,760
2525.10	Hot Plant Mix Bituminous Pavement - 4"	SY	5,511	\$26	\$143,286
2525.10	Hot Plant Mix Bituminous Pavement - 3"	SY	1,341	\$22	\$29,502
2570.10	Adjust Existing Manholes	EA	3	\$500	\$1,500
2570.20	Adjust New Valve Boxes	EA	2	\$500	\$1,000
2570.40	Concrete Collar, 4' x4', for Manholes	EA	3	\$250	\$750
2570.50	Concrete Collar, for Water Valves	EA	2	\$200	\$400
3020.10	Curb and Gutter Type A	LF	2,579	\$24	\$61,896
3020.30	Concrete Sidewalk - 4"	SY	1,433	\$40	\$57,320
Total Schedule 4					\$364,874
TOTAL CONSTRUCTION COST ESTIMATE					\$541,531



NO. 2017-737005 AGREEMENT - LEGAL
 EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
 WILCOX AGENCY
 SHERIDAN WY 82801