

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

This agreement is made and entered into as of this 20<sup>th</sup> 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

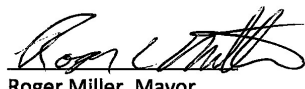
If any provision or portion of this agreement is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this agreement shall remain in full force and effect.

## 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.

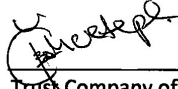
For the City of Sheridan:



Roger Miller, Mayor

Mayor

For the Developer:



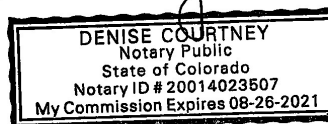
Trust Company of America  
FBO John W. Muecke

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



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            |
| <b>Total Schedule 1</b>                   |                                     |      |          |            | <b>\$102,142</b> |

| 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         |
| <b>Total Schedule 1A</b>           |                                     |      |          |            | <b>\$38,750</b> |

| 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            |
| <b>Total Schedule 2</b>                       |   |      |          |            | <b>\$19,015.00</b> |

| 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            |
| <b>Total Schedule 3</b>                    |  |      |          |            | <b>\$16,750.00</b> |

| 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         |
| <b>Total Schedule 4</b>                    |  |      |          |            | <b>\$364,874</b> |
| <b>TOTAL CONSTRUCTION COST ESTIMATE</b>    |  |      |          |            | <b>\$541,531</b> |

