

General Agreement for  
Woodland Park Subdivision ~ Phase 1

This agreement is made and entered into as of this 22<sup>nd</sup> day of April, 2008, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and **Woodland Park, LLC.**, owner and developer of Woodland Park Subdivision ~ Phase 1, 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 development of Woodland Park Subdivision ~ Phase 1:

Section 1. GENERAL CONDITIONS

- A. The development of Woodland Park Subdivision ~ Phase 1, 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.
- B. The areas marked as open space shall be dedicated to the entities called out on the final plat, and shall remain open and free from any buildings or structures.
- C. Development of Woodland Park Subdivision ~ Phase 1, shall occur in one phase:  
  
Completion of Woodland Park Subdivision ~ Phase 1, including overlot grading, underground utilities, streets, curb gutter and sidewalk shall be completed by November 1, 2008, unless extended as permitted in this agreement.
- D. 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 contained in the Engineer's Estimate provided by Centennial Collaborative, Inc. dated February 19, 2008 and included herein as Exhibit A:
  - 1. Curbs, Base, Paving, etc - \$1,363,825.00
  - 2. Sidewalks - \$143,225.00
  - 3. Underground Public Utilities - \$705,625.00
  - 4. Total Public Infrastructure (plus 10% contingency) - \$2,433,942.50


The Letters of Credit shall have appropriate amounts released upon verification by the City of completion of each portion or phase of development. The Developer, or its general contractor, shall be permitted to replace the financial assurance during the term hereof with another financial assurance meeting the requirements of Sheridan City Code Appendix B § 702.

- E. The developer shall provide test results, inspection reports and suitable mylar as-built drawings, certified by a registered professional engineer, verifying satisfactory completion for water and sewer utilities for Woodland Park Subdivision ~ Phase 1. Water and sewer utilities shall be approved and accepted by City prior to issuance of building permits for the Woodland Park Subdivision ~ Phase 1. Acceptance of sewer utilities will include video inspection by City personnel.
- F. 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.
- G. Residential building permits will be issued as per requirements of the Building Department and Appendix B, Section 707 of the Sheridan City Code. Certificates of Occupancy for Woodland Park Subdivision ~ Phase 1 shall be issued in accordance with Appendix B, Section 707 of Sheridan City Code and any other applicable City regulations pertaining to building and fire codes.
- H. Required grading and elevations shall be marked on said plats and/or plans in compliance with the approved drainage plan for Woodland Park Subdivision ~ Phase 1.
- I. Prior to the issuance of any certificate of occupancy for any building constructed upon the lands being served by the infrastructure guaranteed by this Agreement, Developer shall provide evidence of a WYDOT approved access permit for the proposed access for Woodland Park Subdivision to/from Highway 87 (Coffeen Avenue).

The Developer has requested that it be allowed to begin construction of the infrastructure to and for the benefit of said Phase I prior issuance of the approved WYDOT access permit due to the timing of special affordable housing grant/funding requirements. Developer expressly acknowledges and solely bears the risk of commencing construction of the infrastructure improvements and/or buildings without the approved WYDOT access permit. Developer acknowledges that WYDOT's current position is that a turn lane is required to obtain an approved access permit. Adjacent landowners are working with WYDOT on amending its current position, but there is no guarantee it will do so, and a turn lane may be required to obtain an approved access permit.

Any building permit requested from, and issued by the City for Developer's construction prior to the issuance of a WYDOT approved access permit shall not, either expressly or implied, commit the City to thereafter issue a certificate of occupancy. Developer expressly acknowledges herein that it will not request the City for any certificate of occupancy until the access permit is approved and to do so would be contrary to the best interests of the public. Developer solely bears the risk of such improvements being unable to be occupied until such time as WYDOT access permit is approved.

**NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED UNTIL THE APPROVAL OF THE WYDOT ACCESS PERMIT AND OTHERWISE QUALIFIES FOR THE CERTIFICATE OF OCCUPANCY.**

Developer's specific acceptance of this subsection I is evidenced by its initials: 

Section 2. COMPLIANCE WITH TERMS AND CONDITIONS

The Developer agrees to comply with the terms of this Agreement. 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 Woodland Park Subdivision ~ Phase 1, are not compliant. The City reserves the right to withhold any future development approvals for Woodland Park Subdivision ~ Phase 1, if the Developer does not propose appropriate remedies which are reasonably acceptable to the City to eliminate the non-compliance(s) within two 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

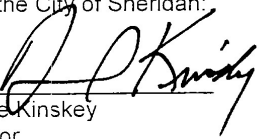
If any provision or portion of this agreement is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this agreement shall remain in full force and effect.

Section 6. GOVERNMENTAL IMMUNITY

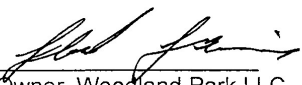
Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

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

For the City of Sheridan:

  
Dave Kinsky  
Mayor

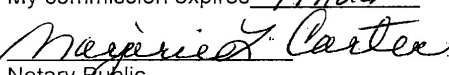
For the Developer:

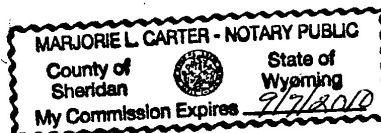
  
Owner, Woodland Park LLC.  
Member  
Phyllis J. Fleming  
Jane B. Clark

Attest:

The above and foregoing Agreement was  
Subscribed, Sworn to, and Acknowledged  
before me by Woodland Park LLC this 22 day  
of April, 2008.

My commission expires 9/7/2010

  
Notary Public



  
City Clerk

## Exhibit A

## WOODLAND PARK SUBDIVISION - PHASE I

4/28/2008

Item No.	Sheridan Spec. ID	Item Description	Unit	Bid Quantity	Unit Price	Contract Amount
		<b>TRENCHING, BACKFILL, AND COMPACTION</b>				
1	2221	Dry Utilities - Trench, Backfill & Compaction (4' Depth)	LF	11,250	\$ 4.00	\$ 45,000.00
		<b>UNDERGROUND UTILITIES</b>				
2	2600	Underground Facility Locates	EA.	4	\$ 250.00	\$ 1,000.00
3		Water Line Crossing	EA.	4	\$ 350.00	\$ 1,400.00
4		Sanitary Sewer Line Crossing	EA.	3	\$ 350.00	\$ 1,050.00
5		Power Line Crossing	EA.	3	\$ 350.00	\$ 1,050.00
6		Telephone Line Crossing	EA.	2	\$ 350.00	\$ 700.00
7		Television Line Crossing	EA.	2	\$ 350.00	\$ 700.00
8		Gas Line Crossing	EA.	3	\$ 350.00	\$ 1,050.00
9		Storm Drain Line or Culvert Crossing	EA.	6	\$ 350.00	\$ 2,100.00
10		Install Slurry Pipe Saddle	EA.	2	\$ 350.00	\$ 700.00
		<b>WATER DISTRIBUTION</b>				
11	2710	Install 8" C900 PVC Water Main	L.F.	7,380	\$ 21.00	\$ 154,989.66
12	2710	Install 6" C900 PVC Water Line (Hydrant Feed)	L.F.	152	\$ 12.50	\$ 1,898.63
13	2710	Install 8" End of Line Plug	EA.	3	\$ 225.00	\$ 675.00
14	2710	Install 8"x8"x8" Tee	EA.	6	\$ 700.00	\$ 4,200.00
15	2710	Connect to Existing Water Main	EA.	2	\$ 1,400.00	\$ 2,800.00
16	2710	Install 8"x22.50 Degree Elbow	EA.	2	\$ 400.00	\$ 800.00
17	2710	Install 8"x45 Degree Elbow	EA.	2	\$ 400.00	\$ 800.00
18	13900	Install Cathodic Protection - 17 lb Anodes	EA.	11	\$ 72.00	\$ 792.00
19	13900	Install Cathodic Protection - 5 lb Anodes	EA.	18	\$ 96.00	\$ 1,728.00
20	13900	Install Post Mounted Test Station	EA.	2	\$ 500.00	\$ 1,000.00
21	2641	Install 8" Gate Valve	EA.	18	\$ 1,250.00	\$ 22,500.00
22	2644	Install Fire Hydrant Complete w/ 6" Valve	EA.	11	\$ 2,900.00	\$ 31,900.00
23	2570	Relocate Fire Hydrant	EA.	1	\$ 4,500.00	\$ 4,500.00
24	2645	Install New 1" Water Service	EA.	79	\$ 500.00	\$ 39,500.00
		<b>SANITARY SEWER SYSTEM</b>				
25	2712	Install 10" SDR35 PVC Sanitary Sewer Main	L.F.	1,792	\$ 27.50	\$ 49,269.00
26	2712	Install 8" SDR35 PVC Sanitary Sewer Main	L.F.	3,692	\$ 22.00	\$ 81,226.20
27	2722	Install Basic(5' Depth) Sanitary Sewer Manhole(48"DIA)	EA.	28	\$ 1,800.00	\$ 50,400.00
28	2722	Install Additional Manhole Depth (48" Sanitary)	V.F.	170	\$ 175.00	\$ 29,750.00
29	2712	Install 8" Sanitary Sewer End-of-Line Plug	EA.	3	\$ 850.00	\$ 2,550.00
30	2712	Install 4" PVC Sanitary Sewer Service W/ Clean-Out	EA.	79	\$ 500.00	\$ 39,500.00
		<b>STORM DRAIN</b>				
31	2714	Install 18" PVC Storm Drain Pipe	L.F.	1,038	\$ 20.00	\$ 20,762.00
32	2714	Install 24" PVC Storm Drain Pipe	L.F.	1,455	\$ 25.00	\$ 36,385.00
33	2714	Install 30" Class III RCP Storm Drain Pipe	L.F.	1,908	\$ 27.00	\$ 51,502.50
34	2714	Install 36" Class III RCP Storm Drain Pipe	L.F.	629	\$ 40.00	\$ 25,144.00
35	2714	Install 18" PVC Flared End Section	EA.	3	\$ 600.00	\$ 1,800.00
36	2714	Install 24" PVC Flared End Section	EA.	2	\$ 850.00	\$ 1,700.00
37	2714	Install 36" Class III RCP Flared End Section	EA.	3	\$ 1,500.00	\$ 4,500.00
38	2722	Install Basic(6' Depth) Storm Drain Manhole (48" DIA)	EA.	14	\$ 1,750.00	\$ 24,500.00
39	2722	Additional Manhole Depth (48" Storm)	V.F.	8	\$ 200.00	\$ 1,600.00
40	2722	Oversize Storm Drain Manhole (60" DIA)	EA.	7	\$ 4,500.00	\$ 31,500.00
41	2722	Additional Manhole Depth (60" Storm)	V.F.	13	\$ 400.00	\$ 5,200.00
42	2720	Install Single Storm Drain Inlet (TYPE A)	EA.	8	\$ 2,250.00	\$ 18,000.00
43	2720	Install Double Storm Drain Inlet (TYPE A)	EA.	1	\$ 3,200.00	\$ 3,200.00
44	2720	Install Triple Storm Drain Inlet (TYPE A)	EA.	1	\$ 3,500.00	\$ 3,500.00
45	2720	Install Double Gutter Inlet (TYPE B)	EA.	2	\$ 4,200.00	\$ 8,400.00
46		Install Trash Guard	EA.	7	\$ 300.00	\$ 2,100.00
47		Install Riprap excavated from site	C.Y.	260	\$ 60.00	\$ 15,600.00
		<b>INSTALL IRRIGATION PIPE</b>				
48	2710	Install 8" PVC Non-Potable Irrigation Pipe	L.F.	1,200	\$ 15.00	\$ 18,000.00
49	2710	Install 8" Gate Valve	EA.	1	\$ 1,250.00	\$ 1,250.00
50	2710	Install 8" F.E.S.	EA.	1	\$ 250.00	\$ 250.00
51		Install Temporary Plug and Location Marker	EA.	2	\$ 150.00	\$ 300.00
		<b>CONCRETE CURB AND GUTTER</b>				

Item No.	Sheridan Spec. ID	Item Description	Unit	Bid Quantity	Unit Price	Contract Amount
52	3020	Install Post Curb	L.F.	141	\$ 19.00	\$ 2,679.00
53	3020	Install Type A Curb & Gutter	L.F.	8,051	\$ 12.00	\$ 96,612.00
54	3020	Install Type B Curb & Gutter	L.F.	7,934	\$ 12.00	\$ 95,208.00
		<b>CONCRETE SIDEWALKS, CURB RETURN FILLETS, VALLEY GUTTERS AND MISC. CONCRETE CONSTRUCTION</b>				
55	3030	Install Concrete Sidewalk (4")	S.F.	45,000	\$ 3.50	\$ 157,500.00
56	3030	Install New Concrete Valley Gutter (6")	S.F.	558	\$ 12.00	\$ 6,696.00
57	3030	Install New Curb Return Fillet (6")	S.F.	1,056	\$ 7.00	\$ 7,392.00
58	3030	Install Handicap Ramp (4")	S.F.	72	\$ 7.00	\$ 504.00
		<b>EXCAVATION</b>				
59		Unclassified Excavation Above Subgrade	C.Y.	80,000	\$ 2.00	\$ 160,000.00
		<b>ENGINEERING FABRIC</b>				
60		Install Geogrid	S.Y.	500	\$ 5.00	\$ 2,500.00
61	2895	Install Structural Fabric	S.Y.	500	\$ 5.00	\$ 2,500.00
		<b>EROSION CONTROL</b>				
62		NPDES (Sedimentation) Control	LS	1	\$ 8,504.22	\$ 8,504.22
63	1560	Install Silt Fence	L.F.	10,000	\$ 2.00	\$ 20,000.00
64	1560	Install Erosion Bales	EA.	200	\$ 10.00	\$ 2,000.00
65	1560	Install Inlet Protection	EA.	12	\$ 20.00	\$ 240.00
		<b>TOPSOIL</b>				
66		Stockpile Topsoil	C.Y.	8,000	\$ 3.00	\$ 24,000.00
67		Place Topsoil	C.Y.	8,000	\$ 3.00	\$ 24,000.00
		<b>MISCELLANEOUS</b>				
68	2605	Install Sign	EA.	25	\$ 200.00	\$ 5,000.00
69	2110	Removal of Tree	EA.	1	\$ 200.00	\$ 200.00
		<b>AGGREGATE SUB-BASE AND BASE COURSE</b>				
70	2519	5" Aggregate Base (Pavement)	C.Y.	6,060	\$ 15.00	\$ 90,900.00
71	2519	3" Aggregate Base (Sidewalks)	C.Y.	600	\$ 12.00	\$ 7,200.00
		<b>PLANT MIX PAVEMENT</b>				
72	2525	4" Asphaltic Concrete Paving	S.Y.	27,851	\$ 20.00	\$ 557,017.80
		<b>TEMPORARY TRAFFIC CONTROL</b>				
73	2060	Construction Signing & Traffic Control	LS	1	\$ 800.00	\$ 800.00
77		Install Vehicle Tracking Area	EA.	2	\$ 1,000.00	\$ 2,000.00
		<b>MOBILIZATION AND CONTRACT BONDS</b>				
78	2000	Contract Bond	LS	1	\$ 68,500.00	\$ 68,500.00
79	2000	Mobilization	LS	1	\$ 20,000.00	\$ 20,000.00
80		Contingency (10% as per City req.)	LS	1	\$ 221,267.50	\$ 221,267.50
<b>TOTAL ESTIMATED COST</b>						<b>\$ 2,433,942.50</b>