

CITY OF CODY
PLANNING, ZONING AND ADJUSTMENT BOARD
TUESDAY DECEMBER 28, 2021
CITY HALL COUNCIL CHAMBERS @ 12:00 NOON

1. Call meeting to order
2. Roll Call, excused members
3. Pledge of Allegiance
4. Approval of Agenda for the December 28, 2021 meeting.
5. Approval of Minutes from the December 14, 2021 regular meeting.
6. New Business:
 - A. Final plat for the Mountain View 29 15-lot subdivision, located at the corner of Mountainview Drive and 29th Street
7. P & Z Board Matters (announcements, comments, etc.)
8. Council Update
9. Staff Items
10. Adjourn

The public is invited to attend all Planning, Zoning and Adjustment Board meetings. If you need special accommodations to participate in the meeting, please call the City office at (307) 527-7511 at least 24 hours in advance of the meeting.

City of Cody
Planning, Zoning, and Adjustment
Board Meeting December 14, 2021

A meeting of the City of Cody Planning, Zoning and Adjustment Board was held in the City Hall Council Chambers on Tuesday, December 14, 2021 at 12:00 pm.

Present: Carson Rowley; Cayde O'Brien; Sandi Fisher; Karinthia Herweyer; Scott Richard; Richard Jones; Deputy City Attorney Sandee Kitchen; City Planner Todd Stowell; Administrative Coordinator Bernie Butler

Absent: Rodney Laib, Council Liaison Andy Quick

Richard Jones called the meeting to order at 12:00 pm, followed by the pledge of allegiance.

Scott Richard made a motion, seconded by Karinthia Herweyer, to approve the agenda for the December 14, 2021 meeting. Vote on the motion was unanimous, motion passed.

Cayde O'Brien made a motion, seconded by Carson Rowley, to approve the minutes from the November 30, 2021 meeting with corrections. Vote on the motion was unanimous, motion passed.

Todd Stowell reviewed the final plat for the Musser Beacon Hill 6-lot commercial subdivision. The subdivision is located on the west side of Beacon Hill Road, north of Sheridan Avenue. The Zoning of the property is Open Business/Light Industrial (D-3).

Staff reviewed the status of the preliminary plat conditions. Item #4 in the staff report is pending, waiting for verification from Cody Canal that they consent to the vacation of the drainage easement and irrigation easement. Consent will need to be provided before the mayor signs the final plat. Item #5 in the staff report to develop a plan for installation of the additional hydrant with the fire marshal is pending at this time. Due to the potential variety of placement, number, and required flow rates, the details of the hydrant situation are not able to be fully determined at this time.

The preliminary and final plat indicate a 15-foot utility easement that appeared to capture the pre-existing water line that runs along the north side Lot 6 in the area north of Lot 5. The submitted final plat has written language that only mentions electric lines, although the exhibit does have the 15' labeled as "utility line". Public Works would like this easement to be a standard public utility easement, as opposed to an easement for water only. The waterline is at the extreme edge of the 15-foot easement. Public Works has requested a 25-foot easement be added to the final plat, off the north property line of Lot 6. Public Works believes this is a City of Cody water main, and therefore needs a proper easement to access and maintain it. Without the easement, the line cannot be maintained by the City of Cody. Wyoming DEQ policies will need to be followed. The applicant is not willing to grant the easement.

Developer Harold Musser addressed the Board with the background on the property and waterline. He provided the Board with a map and description of the easement labeled "Exhibit A." After a long discussion and questions from the Board, Mr. Musser reiterated he is not willing to grant the requested 25-foot easement.

Cayde O'Brien made a motion, seconded by Carson Riley, to recommend to City Council the approval of the final plat of the Musser-Beacon Hill Subdivision as presented, with the consideration of an easement allowing for the maintenance and fire service on the water line, and following the Wyoming DEQ guidelines. Voting in favor of the motion were Karinthia Herweyer, Cayde O'Brien, Sandi Fisher, Carson Rowley, and Scott Richard. Richard Jones was opposed. With the majority in favor of the motion, motion passed.

Todd Stowell reviewed the conceptional plat for the McKinney 8-lot subdivision, located on the north side of West Avenue. The zoning is R-2, medium low density residential. Lot 1 is identified as a single-family dwelling, while lots 2-8 are intended for two-family dwellings (duplexes).

Todd Stowell discussed the project, including lot sizes, construction standards, utilities, and storm water. Staff would like to see frontage improvements for the subdivision on north side of West Avenue. Improvements may include widening of the asphalt, curb, gutter, sidewalk, or a pathway.

The main concerns from the Board are the sidewalks or pathways, adequate parking, storm water, and the ditch on the property.

Staff items: Next meeting will be December 28, 2021

Sandi Fisher made a motion, seconded by Scott Richard, to adjourn the meeting. Vote on the motion was unanimous, motion passed. Meeting was adjourned at 1:50 p.m.

Bernie Butler

Bernie Butler, Administrative Coordinator

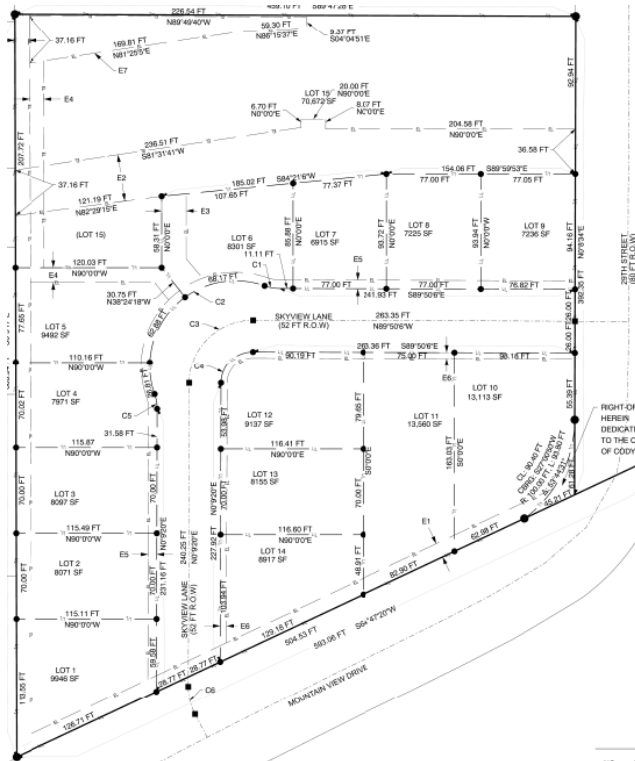
DRAFT

CITY OF CODY PLANNING, ZONING AND ADJUSTMENT BOARD STAFF REPORT

MEETING DATE:	DECEMBER 28, 2021	TYPE OF ACTION NEEDED	
AGENDA ITEM:		P&Z BOARD APPROVAL:	
SUBJECT:	FINAL PLAT AND CONSTRUCTION PLANS FOR THE MOUNTAIN VIEW 29 SUBDIVISION— A 15-LOT SUBDIVISION. SUB 2021-03	RECOMMENDATION TO COUNCIL:	X
PREPARED BY:	TODD STOWELL, CITY PLANNER	DISCUSSION ONLY:	

PROJECT OVERVIEW

Gary Lee of Mountain View 29, LLC has submitted the final plat application for a 15-lot subdivision identified as the Mountain View 29 Subdivision. The property is zoned R-3 and is currently developed with a single 4-plex in the northeast corner. The rest of the property is vacant. Lots 1-14 are intended for single-family residences and Lot 15 is planned for 18 townhouses, arranged as four 4-plexes and a duplex. All proposed lots will be served with all standard utilities and a public street.



SUBDIVISION REGULATIONS

The subdivision ordinance requirements were reviewed with the preliminary plat approval. The following subdivision variances were granted:

1. To not require the public street connection to Holler Avenue indicated in the master plan.
2. To waive the alley requirement.
3. To allow use of the updated master plan street section and corresponding reduction in right-of-way width.

4. To not require a note about participation in a future road improvement district for 29th Street or Mountain View Avenue.

Status of Preliminary Plat Conditions:

The conditions of the preliminary plat approval are listed below, with the status of each.

1. The private driveway on Lot 15 must be physically blocked at the west end (e.g. fenced) to preclude traffic from using the driveway as a public street to/from Holler Avenue. However, a vehicle gate must be provided to allow utility access. Supply the City and Fire Marshal with a key/PIN to a Knox box for the gate key.
Status: Gate location is shown on the construction plans. Correspondence from the engineer verifies intent to comply with Knox box/key requirement.
2. The private driveway must include a street sign, stop sign, and "No Outlet" sign. (Additional "No Parking Fire Lane" signage will also be required through the site plan review for Lot 15.)
Status: Shown on plans.
3. Dedicate additional right-of-way as necessary to provide 40 feet from the street centerline of the perimeter streets (lacking width at corner). Any area beyond 30 feet from the centerline can be deducted from the Public Use Area requirement.
Status: Shown on plat.
4. Payment of the cash-in-lieu of public use area fee will need to occur prior to the mayor signing the final plat. The payment is based on 14 single-family homes (with or without Accessory Dwelling Units), and 18 dwelling units on Lot 15. If additional units, other than ADUs, are added then additional cash-in-lieu payment shall be made. Include a note to this effect on the plat.
Status: Subdivision Note 3 contains the required language. Payment has yet to occur, and as noted, is required before the mayor signs the final plat.
5. Design and install an 8-foot-wide asphalt pathway along the property frontage of 29th Street and Mountain View Avenue. Coordinate design and construction with Public Works.
Status: Shown on plans.
6. On the interior street, coordinate the curb design with Public Works (3" tall mountable design is authorized), and add a radius to the south end of the interior street so that it meets Mountain View Drive closer to perpendicular.
Status: Shown on plans.
7. For purposes of verifying the adequacy of the street base, use in building construction, and stormwater design, provide a geotechnical report.
Status: A geotechnical report was requested because it would have addressed soil conditions for both street design and house construction. Instead, a pavement design report was submitted, which addresses soils for street design purposes only. Soil analysis for house construction purposes has not been provided. Based on the results of the soil analysis in the pavement design report, the property does have plastic soils (clay soils subject to shrink/swell action), which was the initial concern for requiring the report. It is not as much of a concern as initially, because the

construction plans call for fill materials of at least a couple of feet, which fill material is largely composed of pit run gravel that does not have plastic/expansive soil characteristics. Also, the deeper the plastic/expansive soils are below the ground surface, the more stable the moisture content and less susceptibility to movement. The Building Official retains the right to require soil analysis as part of any building permit that may be affected by plastic/expansive soils. For subdivision infrastructure purposes, this requirement has likely been sufficiently addressed.

8. Provide an engineer's stormwater report and drainage plan for the subdivision. Address the recommendations in section "T" of this report in the storm water plan and design.

Status: A stormwater report and drainage plan have been provided. The drainage plan accommodates the 100-year, 2-hour storm event. There is one part of the plan that needs a little more work—specifically the T-turnaround at the west end of the Lot 15 driveway does not clearly identify how surface water will be able to flow across it and to the infiltration trench. The area of the T-turnaround is restricted from being lowered due to exiting irrigation pipes. It appears the solution would be to grade the area in a manner that inlets could be provided to capture the surface water and take it down into the stormwater pipe that runs below the T-turnaround area and over to the infiltration trench.

9. A maintenance agreement and/or homeowner's association shall be established for maintenance of the storm water infiltration facilities (trench and swale). Submit the proposed documents with the final plat. Also include an explanatory note referencing such on the final plat.

Status: The developer has provided a Declaration for the Subdivision Detention Basin Maintenance Committee, and a Maintenance Agreement, which will commit all 15 lot owners to equal maintenance responsibility of the infiltration facility. Note 4 on the plat further identifies that responsibility. The Declaration and the Agreement have been provided to the city attorney for review and he has noted some modifications that are needed. The modifications will need to be made and updated documents provided to record with the final plat.

10. The plans, specifications, and easements for the piping of the ditches will need to be reviewed and approved by the McMillin Irrigation Company, as well as the City.

Status: The plans were drawn, submitted to McMillin Irrigation, and construction largely completed, with some in-field changes. (Notice no review or oversight by City, but fortunately the City does not appear to have any issues with the installation.) McMillin irrigation was not entirely happy with the in-field changes, but have apparently since worked things out with the developer. I am awaiting an email confirmation of that claim by the developer. There remains some work right at the southeast corner of the property to continue the irrigation pipe under 29th Street. Public Works is doing much of that work, as it is largely outside of the subdivision, but there is some coordination that remains. If any responsibility remains with the developer (e.g. piping to align with the street crossing or to reach the edge of the right-of-way), it must be accomplished as directed by Public Works.

11. Surface water rights shall be transferred to the City within one year of the final plat approval. Provide an agreement with an engineer to complete the work required to accomplish the transfer with the final plat application.
Status: The requested agreement has been provided. The application will need to be submitted to the State Engineer's office within one year.
12. Address the miscellaneous items noted in the staff report with the final plat application, which items are as follows:
 - a) Contact the post office for mail box location(s). Preference is that the boxes for the Skyview lots be placed somewhere along Skyview. Any mailbox located along 29th or Mountain View Drive, will need a gravel pullout as well. Final location must be authorized by both the Post Office and City. Provide a mailbox easement if needed.
Status: Met.
 - b) There is already a Mountain View Subdivision in the County. To help minimize recording and title search confusion, the name of the subdivision should be changed. Adding a qualifier to Mountain View other than "Major" is sufficient.
Status: Met.
 - c) The street name of "Skyview Drive" was not approved by the street name committee (too similar to Skyline Drive). Please provide three alternative names for committee consideration. Personally, "Skyview Loop" would seem to work.
Status: Met. Skyview Lane is acceptable.
 - d) Primary vehicle access for the Skyview lots will be limited to the interior street. Include a note on the final plat to notify lot owners of the restriction.
Status: Met.
 - e) Include lot and street survey monumentation on the final plat.
Status: Met.
 - f) Verify easement widths are acceptable to all applicable utility providers. It is expected that easement E7 will likely need to be 5 feet and E3 20 feet.
Status: Met.
 - g) It is recommended that the stormwater infiltration trench be located in a common area tract, rather than be on a private lot.
Status: This was a recommendation, not a requirement.
 - h) The percolation trench and swale could cause water issues for nearby basements or crawl spaces. Be sure they, and the buildings, are located and designed appropriately.
Status: Met. The stormwater plan was redesigned and the percolation trench and swale relocated to an acceptable location.
 - i) Clarify the street section detail (51' right-of-way).
Status: Met. Street section is shown on the Utility Plan sheet (last sheet of plans).
 - j) Since the plans for Lot 15 are not set up to allow for future subdivision (inadequate access street, power layout, etc.), individual sewer services are not required to be provided to each individual unit. Units within the same building could share sewer.

Status: Information only. The applicant did reduce the number of sewer services.

- k) In order to avoid having to dig under the dry utilities to connect to the sewer and water service stubs, extend the sewer service to the back side of the dry utility easement and extend a "pigtail" from the curb stop at the back of the sidewalk under the dry utility trench.

Status: The concept is shown on the Utility Plan sheet, but the curb stop location is not included. Add language that "Curb stops are to be located at back of sidewalk."

- l) Provide rounded approach returns on the connections to 29th Street and Mountain View Drive.

Status: Shown on plans, with 20' radius provided.

- m) Include a private street sign, stop sign, and "No Outlet" for the driveway on Lot 15.

Status: Shown on plans.

- n) Due to proximity of the airport, there may be some height restrictions for buildings on the southeast end of this development. (Marlisa Lane to the East has a limit of 28 feet total height.) Please contact the airport and if restrictions apply, note them on the final plat.

Status: Met/Shown on plans. An exhibit showing the height limits is attached, which height limits allow plenty of room for house construction.

- o) Include all utilities on the construction plans, and approval signature lines for each utility provider.

Status: Shown on plans. Approval signatures remain to be obtained on the final "For Construction" plans.

- p) Discuss sizing of the infiltration systems with Public Works. (What is the appropriate design storm? 25-year, 100-year?)

Status: Met. As the overflow route is onto adjacent private property, a 100-year design storm was used for the design.

- q) Label the line segment at the east end of the interior street.

Status: Met.

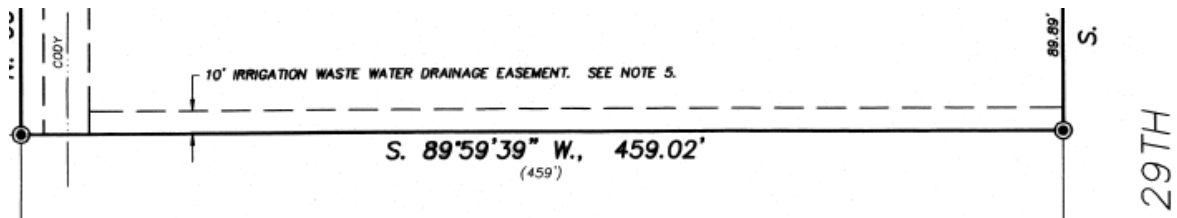
13. The final plat application and construction documents shall otherwise comply with the City subdivision ordinance.

Status: See "Other" below.

Other:

1. The final plat needs the following edits, in addition to those noted above.
 - a. Add the record dimensions to the perimeter of the plat.
 - b. Adjust the lines of Lots 1 and 14 for the street curve.
2. The construction plans need the following edits, in addition to those noted above.
 - a. A 2" flushing tap will be needed in the new water main on Lot 15 in order to disinfect and flush the line. The tap can be abandoned once the water main is put into service.

- b. Clarify on the utility plan the required installation of the new underground primary and secondary electrical lines to cross 29th Street; the accompanying secondary pedestal and service change for the existing 4-plex; and, removal of the abandoned pole and lines.
 - c. Add the streetlight symbol to the legend on the utility plan.
 - d. Finish coordinating the valving plan for the Mountain View Drive water line, and update the plans accordingly, if needed.
3. The subdivision of the property to the north established an "Irrigation waste water drainage easement" (see snip below) for the benefit of this property. As the surface water rights will no longer remain on the property now being subdivided, the easement can be relinquished. Planning staff would prefer that this occur through a separate recorded document, rather than on the plat, since the easement is outside of the boundaries of this plat.



5. THE 10' IRRIGATION WASTE WATER DRAINAGE EASEMENT ALONG THE SOUTHERLY ADDITION BOUNDARY IS FOR THE SOLE BENEFIT OF THE OWNER OF THE ADJOINING 5.35 ACRES PORTION OF SAID LOT 61-2, AND FOR THE SOLE USE OF DRAINING FLOOD IRRIGATION WASTE WATER. THE EASEMENT IS NON-EXCLUSIVE; HOWEVER, OTHER LAND USES SHALL NOT INTERFERE WITH ACCESS TO OR OPERATION AND MAINTENANCE OF SAID DRAINAGE WAY. CHANGE OF USE OF THE SURFACE WATER APPROPRIATION ON SAID 5.35 ACRES OR CHANGE OF APPLICATION FROM FLOODING TO ANOTHER METHOD MAY AFFECT RIGHTS TO THE USE OF THIS EASEMENT BY SAID OWNER, ASSIGNS AND HEIRS IN ACCORDANCE WITH WYOMING STATUTES.

POTENTIAL MOTION:

Recommend that the City Council approve the final plat and construction plans of the Mountain View 29 Subdivision, subject to the following conditions. The conditions are to be completed prior to the mayor signing the final plat and prior to construction of the subdivision improvements, unless noted otherwise.

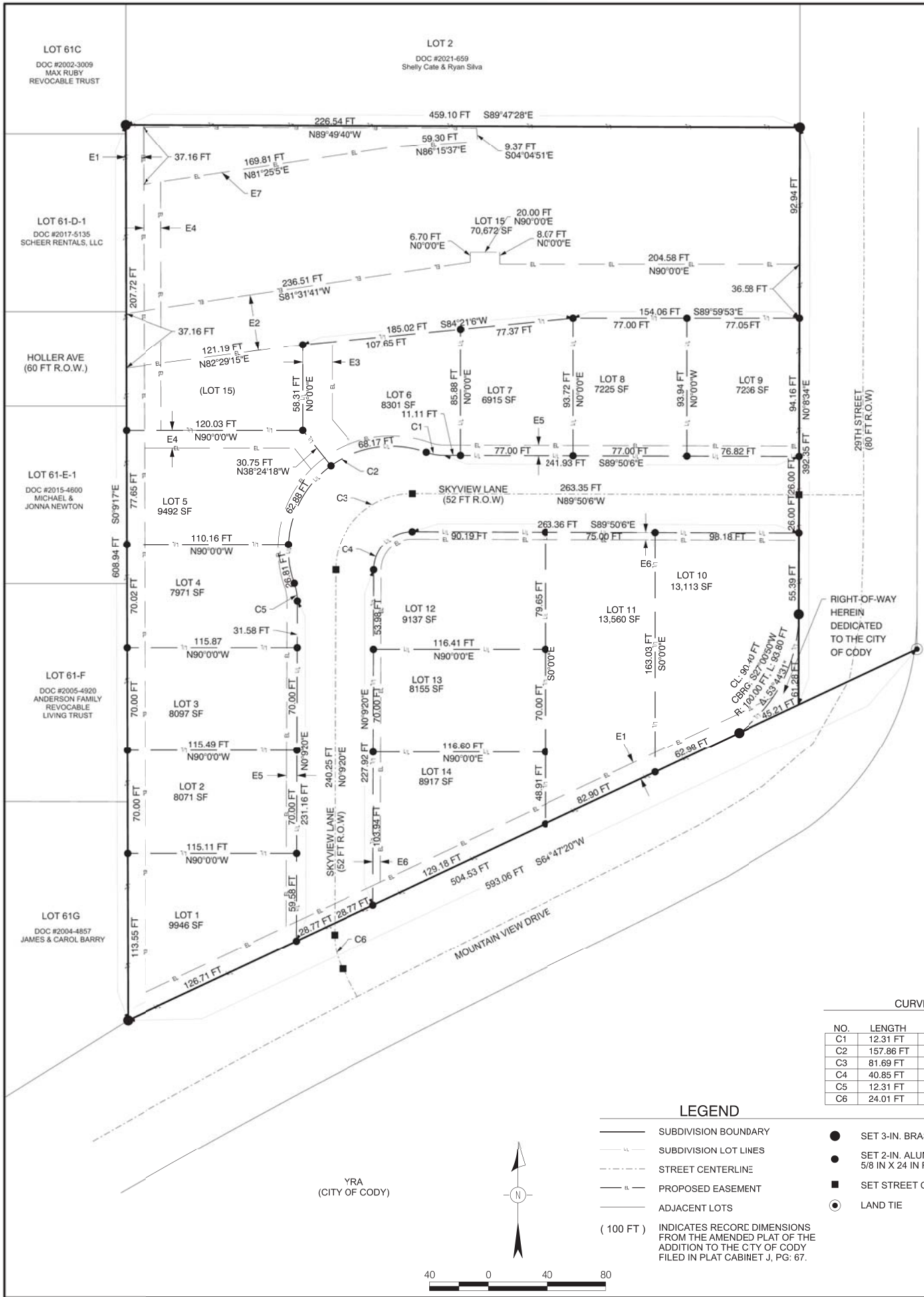
1. Provide two paper copies and a PDF of the "For Construction" plans, incorporating all changes noted below. The paper copies must be signed by the utility providers listed on the cover page.
2. Update the final plat as follows:
 - a. Add the record dimensions to the perimeter of the plat.
 - b. Adjust the lines of Lots 1 and 14 for the street curve.
 - c. Expand Note 4 on the plat with the following, or similar language: "...The drainage easement to the City of Cody that is associated with the stormwater infiltration facility establishes a right to drain stormwater from the public street (e.g. Skyview Lane) to that area."

3. On the Utility plan:
 - a. Clarify on the utility plan the required installation of the new underground primary and secondary electrical lines that will cross 29th Street; the accompanying secondary pedestal and service change for the existing 4-plex; and, removal of the abandoned pole and lines.
 - b. Add the streetlight symbol to the legend on the utility plan.
 - c. Add language that, "Curb stops are to be located at back of sidewalk."
4. Finish coordinating the valving plan for the Mountain View Drive domestic water line, and update the plans accordingly, if needed.
5. On the domestic water plan, add the 2" flushing tap in the new water main on Lot 15 in order to disinfect and flush the line. The tap can be abandoned once the water main is put into service.
6. Update the grading/drainage/stormwater plan in the area of the "T" turnaround on Lot 15 to clearly capture the surface water flow in that area and take it to the infiltration area (see discussion in status of preliminary plat condition #8).
7. Provide payment of the cash-in-lieu of public use area in the amount of \$15,515.00
8. Obtain final confirmation from McMillin Irrigation that they are accepting of the irrigation improvements.
9. The water tap fees (minimum of one per lot) must be paid prior to the mayor signing the final plat, or construction of the services, whichever occurs first.
10. The Declaration and the Maintenance Agreement for the stormwater infiltration facility must be updated with the modifications identified by the city attorney's office, and recorded with the final plat.
11. Conduct all inspections, testing, and other requirements during construction, so as to comply with City Code 11-11-5-1(A).
12. After the gate and lock box is installed, provide keys to the Fire Marshal and Public Works director.
13. After construction, but before City acceptance of the public infrastructure, the value of the subdivision improvements that will be accepted for ownership by the City must be provided by the developer to the City treasurer, so that contributed capital can be tracked.
14. Prior to City acceptance of the public infrastructure, execute and record a document to release the "irrigation waste water drainage easement" from the property to the north.
15. The application to the State Engineer's office to transfer the surface water rights to the City must be submitted within one year of final plat approval.

Note: While the utilities for Lot 15 are largely addressed in the subdivision review, a full site plan/zoning review for the development of the townhouses and duplex still needs to occur prior to issuance of additional building permits on that lot.

ATTACHMENTS:

Final Plat
Construction Plans
Declaration
Maintenance Agreement
Agreement to transfer water rights
Pavement Design Report
Drainage Report
Additional background documentation



EASEMENT NOTES

- EASEMENTS
- E1. A 12-FT WIDE IRRIGATION AND UTILITY EASEMENT ALONG THE WEST AND SOUTH BOUNDARY OF THE SUBDIVISION.
 - E2. A UTILITY EASEMENT DEDICATED TO THE CITY OF CODY, VARYING IN WIDTH, LOCATED WITHIN LOT 15, AS SHOWN HEREON.
 - E3. A 20-FT WIDE UTILITY EASEMENT DEDICATED TO THE CITY OF CODY ALONG THE WEST BOUNDARY OF LOT 6.
 - E4. A 12-FT WIDE DRAINAGE EASEMENT DEDICATED TO THE CITY OF CODY.
 - E5. A 7-FT WIDE UTILITY EASEMENT DEDICATED TO THE CITY OF CODY ALONG THE NORTH AND WEST SIDES OF THE SKYVIEW LANE RIGHT-OF-WAY.
 - E6. A 5-FT WIDE UTILITY EASEMENT DEDICATED TO THE CITY OF CODY ALONG THE SOUTH AND EAST SIDES OF THE SKYVIEW LANE RIGHT-OF-WAY.
 - E7. A DRAINAGE EASEMENT DEDICATED TO THE CITY OF CODY, VARYING IN WIDTH, LOCATED WITHIN LOT 15, AS SHOWN HEREON.

CERTIFICATE OF OWNER

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, THE UNDERSIGNED, ALL HEIRS AND/OR ASSIGNS, HEREBY CERTIFY THAT WE ARE THE OWNERS AND PROPRIETORS OF THE LOT 61-2 OF THE CODY HEIGHTS SUBDIVISION AS FILED IN PLAT CABINET E, PAGE 59, EVIDENCED BY DOC# 2008-8577 ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK; THAT WE HAVE CAUSED SAID LANDS TO BE SURVEYED; THAT THE SUBDIVISION OF SAID LANDS IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS; THAT WE, THE UNDERSIGNED, HEREBY DEDICATE THE EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON FOR THE PURPOSES NOTED; THAT SAID LANDS ARE SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY AND MINERAL RIGHTS OR RESERVATION OF RECORD; AND, THAT ANY RIGHTS BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY RELEASED AND WAIVED.

GARY LEE, MEMBER - MOUNTAIN VIEW 29, LLC

STATE OF WYOMING }
COUNTY OF PARK } SS

THE FOREGOING CERTIFICATE OF OWNER WAS ACKNOWLEDGED BEFORE ME BY GARY LEE, MEMBER: MOUNTAIN VIEW 29, LLC ON THIS _____ DAY OF _____, 20____.
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

DESCRIPTION OF LANDS

A PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 61-2, EXCEPT THE NORTH 408.2 FEET, CODY HEIGHTS SUBDIVISION, AS LOCATED IN BOOK "E" OF PLATS, PAGE 59, RESURVEY T.52 N., R.101W., 6TH P.M., CITY OF CODY, PARK COUNTY, WYOMING.

VARIANCES

- CITY ORDINANCE 11-4-2 (B): A VARIANCE TO THE REQUIREMENT TO CONFORM TO THE MASTER STREET PLAN.
- CITY ORDINANCE 11-4-2 (P): A VARIANCE TO THE REQUIREMENT FOR ALLEYS.
- CITY ORDINANCE 11-4-2 (Q): A VARIANCE TO THE REQUIREMENT FOR CURB, GUTTER, SIDEWALKS ALONG THE SUBDIVISION FRONTAGE OF MOUNTAIN VIEW DRIVE AND 29TH STREET.

SUBDIVISION NOTES

- PRIMARY VEHICLE ACCESS FOR THE SKYVIEW LANE LOTS WILL BE LIMITED TO THE INTERIOR STREET.
- ALL STRUCTURES AND VEHICLES WITH FEDERAL AVIATION REGULATION (FAR) PART 77 AND CITY OF CODY CODE REQUIREMENTS (7-3-25) PROHIBITING PENETRATION OF THE AIRSPACE ASSOCIATED WITH THE YELLOWSTONE REGIONAL AIRPORT. VERIFICATION OF COMPLIANCE SHALL BE PROVIDED FOR ALL DEVELOPMENT.
- CASH-IN-LIEU OF PUBLIC USE AREA HAS BEEN PAID BASED ON ONE DWELLING UNIT EACH ON LOTS 1-14 AND EIGHTEEN DWELLING UNITS ON LOT 15. IF ADDITIONAL UNITS, OTHER THAN ACCESSORY DWELLING UNITS, ARE ADDED THEN ADDITIONAL CASH-IN-LIEU PAYMENT SHALL BE MADE.
- STORM WATER INFILTRATION FACILITIES SHALL BE MAINTAINED PER THE STORM WATER MAINTENANCE AGREEMENT.

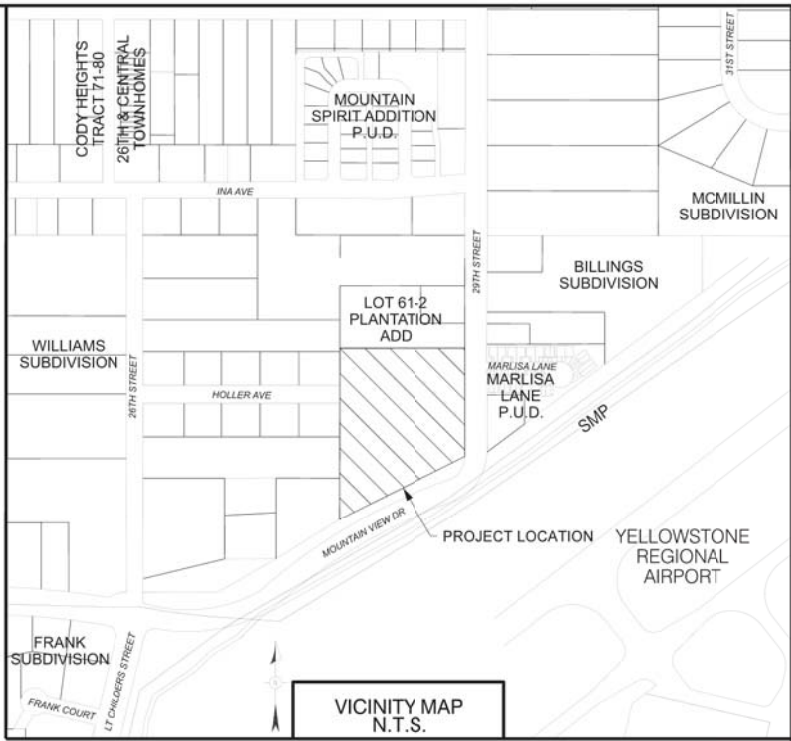
SURVEY NOTES

- BEARING BASE: BEARINGS SHOWN ON THIS PLAT ARE GEODETIC BASED ON THE WYOMING STATE PLANE COORDINATE SYSTEM, NAD83(2011), WYOMING WEST CENTRAL ZONE.
- GRID DISTANCES HAVE BEEN SCALED ACCORDING TO THE CITY OF CODY DATUM: 1/CSF = 1.0002978.
- SURVEY WORK WAS PERFORMED TO AN ACCURACY OF 1:15,000.
- LINEAR UNITS ARE U.S. SURVEY FEET. ANGULAR UNITS ARE DEGREES, MINUTES SECONDS.
- TOTAL SUBDIVISION AREA = 5.26 ACRES, MORE OR LESS.

CERTIFICATE OF SURVEYOR

I, BRETT J. FARMER, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY STATE AS FOLLOWS: THE INFORMATION SHOWN HEREON IS BASED ON RECORDS ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK AND ON FIELD SURVEY WORK PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT THIS FINAL PLAT SHOWS THE DIVISION OF LANDS DESCRIBED IN DOC# 2008-8577 ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK; THAT THE LANDS SURVEYED ARE CORRECTLY DESCRIBED IN THE DESCRIPTION OF LANDS AND THE SUBDIVISION THEREOF IS CORRECTLY SHOWN ON THIS PLAT, WHICH IS DRAWN TO THE SCALE INDICATED; AND THAT THE INFORMATION SHOWN HEREON IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BRETT J. FARMER
WYOMING REGISTRATION NO. 15644, L.S.



APPROVALS

CITY PLANNING AND ZONING BOARD

RECOMMENDED FOR APPROVAL THIS _____ DAY OF _____, 20____
BY THE CITY PLANNING AND ZONING BOARD OF CODY, WYOMING.

BY CHAIRMAN: _____

CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 20____
BY THE CITY COUNCIL OF CODY, WYOMING.

BY MAYOR: _____
MATT HALL

ATTESTED BY: _____
ADMINISTRATIVE SERVICES DIRECTOR

COUNTY CLERK'S CERTIFICATE

THIS PLAT OF THE MOUNTAIN VIEW 29 SUBDIVISION WAS FILED FOR THE PUBLIC RECORD IN THE OFFICE OF THE CLERK, PARK COUNTY, WYOMING, AT _____ O'CLOCK _____ P.M. ON THE _____ DAY OF _____, 20____, AND IS DULY RECORDED IN PLAT CABINET _____, ON PAGE _____, DOC# _____

BY: _____
PARK COUNTY CLERK DEPUTY

FINAL PLAT

MOUNTAIN VIEW 29 SUBDIVISION

BEING A SUBDIVISION OF LOT 61-2 OF THE
CODY HEIGHTS SUBDIVISION

RESURVEY T.52N., R.101W.,
6TH P.M., CITY OF CODY, PARK COUNTY, WYOMING

DEVELOPER / OWNER:

MOUNTAIN VIEW 29, LLC
700 E. REDLANDS BLVD #U260
REDLANDS, CA 92373

DOC# 2008-8577



SAGE CIVIL ENGINEERING
AND SURVEYING
2824 BIG HORN AVE.
CODY, WY 82414
307-527-0915

DECEMBER 7, 2021
DRAWN BY: RWB

PROJECT # 2020-064
20-064_PPLT.DGN

FIELD SURVEY:
BY: FIELD BOOK:

DRAFT

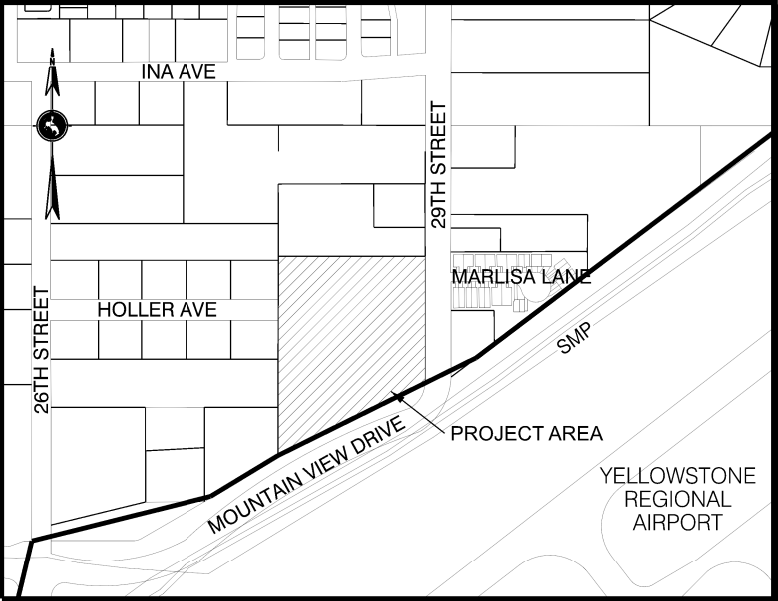
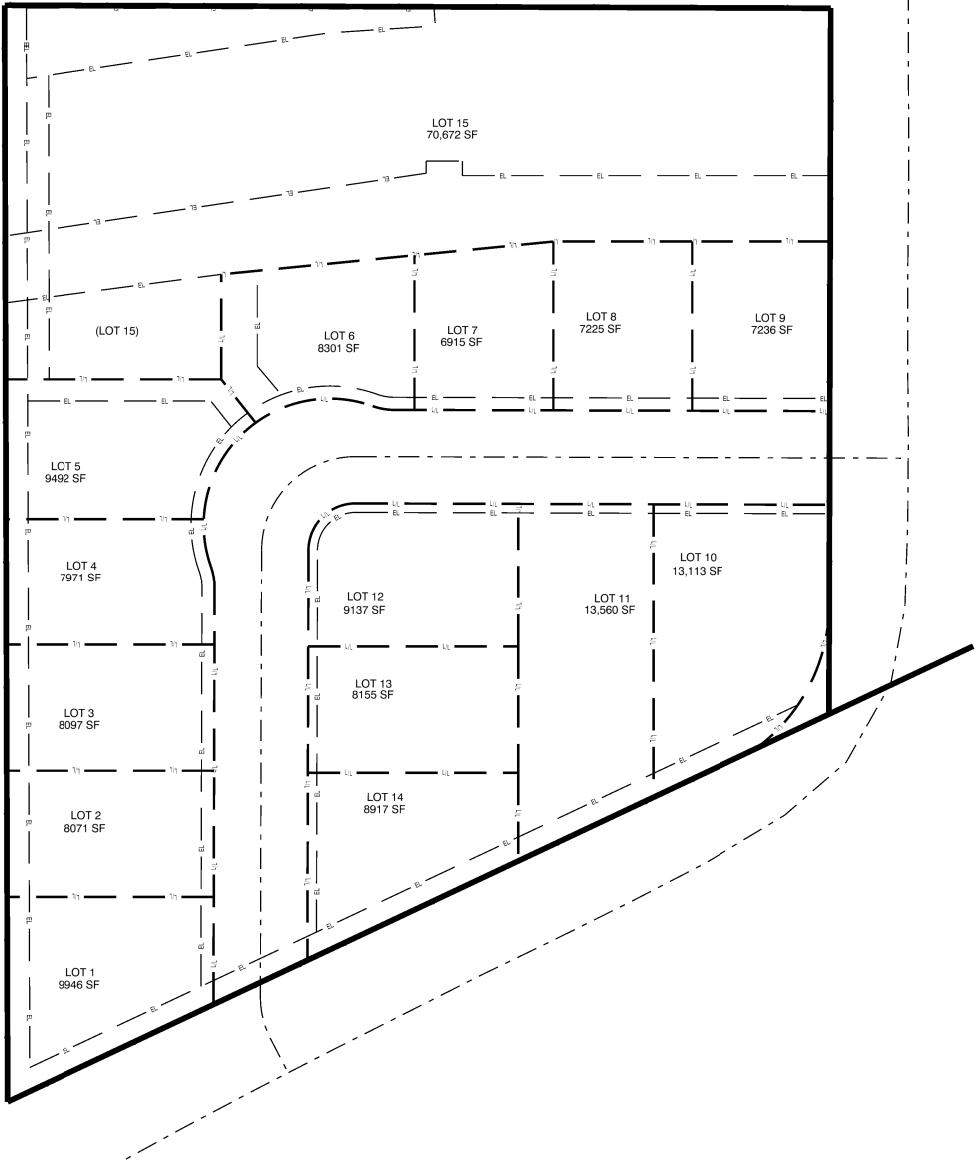
LEGEND

LOT LINES	
SUBDIVISION BOUNDARY	
EASEMENT LINE	
ROAD CENTERLINE	
SANITARY SEWER	
TREATED WATER	
PRIMARY POWER	
SECONDARY POWER	
POWER SERVICE LINE	
GAS LINE	
FIBER OPTIC LINE	
UNDERGROUND TV	
CABLE UTILITY TRENCH	
TREATED WATER SERVICE	
TREATED WATER VALVE	
FIRE/FLUSHING HYDRANT	
SANITARY SEWER MANHOLE	
SANITARY SEWER SERVICE	
ELECTRICAL VAULT	
POWER TRANSFORMER	
SECONDARY PEDISTAL	
EX. = EXISTING	
FL. = FLOW LINE	
EL. = ELEVATION	
CL. = CENTERLINE	

*PROPOSED UTILITIES IN COLOR
EXISTING UTILITIES IN GREYSSCALE

INDEX OF SHEETS

SHEET NO.	SHEET
1	MULTIFAMILY ROAD PLAN & PROFILE
2	SKYVIEW LANE PLAN & PROFILE
3	MULTIFAMILY SANITARY SEWER PLAN & PROFILE
4	SKYVIEW LANE SANITARY SEWER PLAN & PROFILE
5	SANITARY SEWER CONNECTION PLAN & PROFILE
6	MULTIFAMILY TREATED WATER PLAN & PROFILE
7	SKYVIEW LANE TREATED WATER PLAN & PROFILE
8	STORM DRAIN PLAN AND PROFILE
9 - 10	MULTIPLE USE PATHWAY PLAN & PROFILE
11	UTILITY PLAN
12-15	CITY DETAILS



PLANS ACCEPTED AND APPROVED FOR UTILITY PURPOSES BY:

TCT WEST

CHARTER COMMUNICATIONS

BLACK HILLS ENERGY

CITY OF CODY ELECTRIC DIVISION

REVISION		JOB NO.
DATE	DESCRIPTION	2020-364
9/13/2021	PRELIMINARY PLANS	
12/7/2021	UPDATE INDEX OF SHEETS	

DRAWN BY:	DRS
CHECKED BY:	DRS
APPROVED BY:	DRS

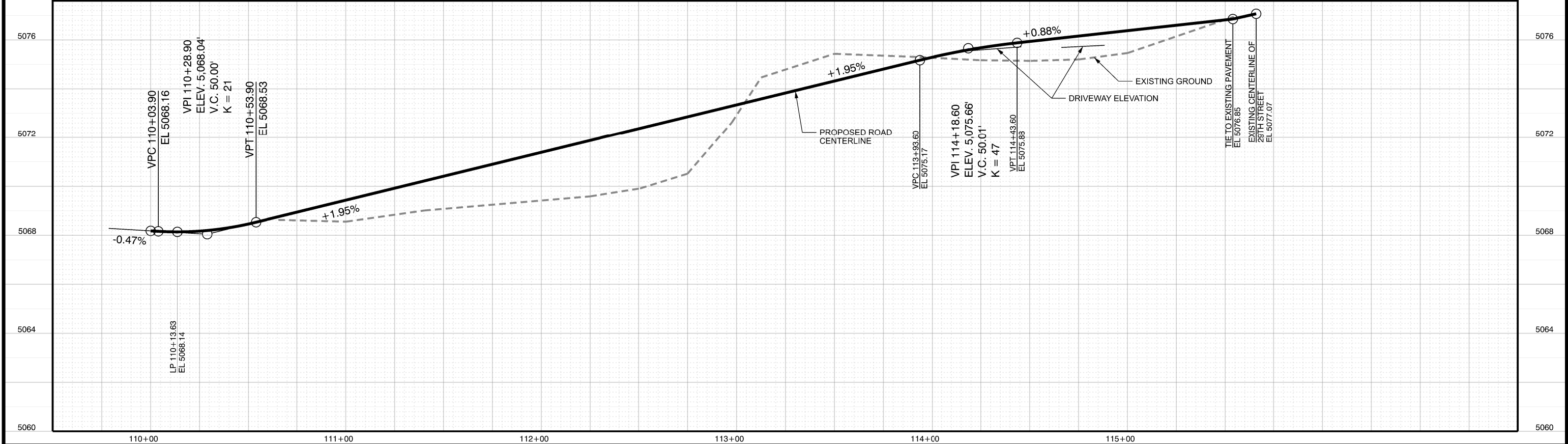
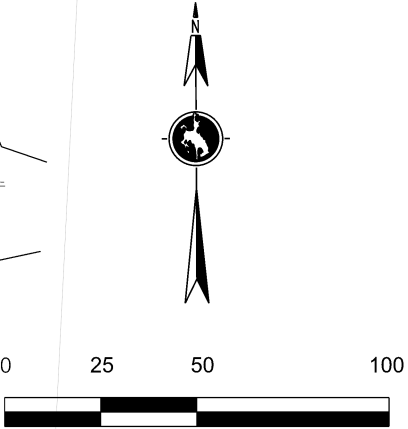
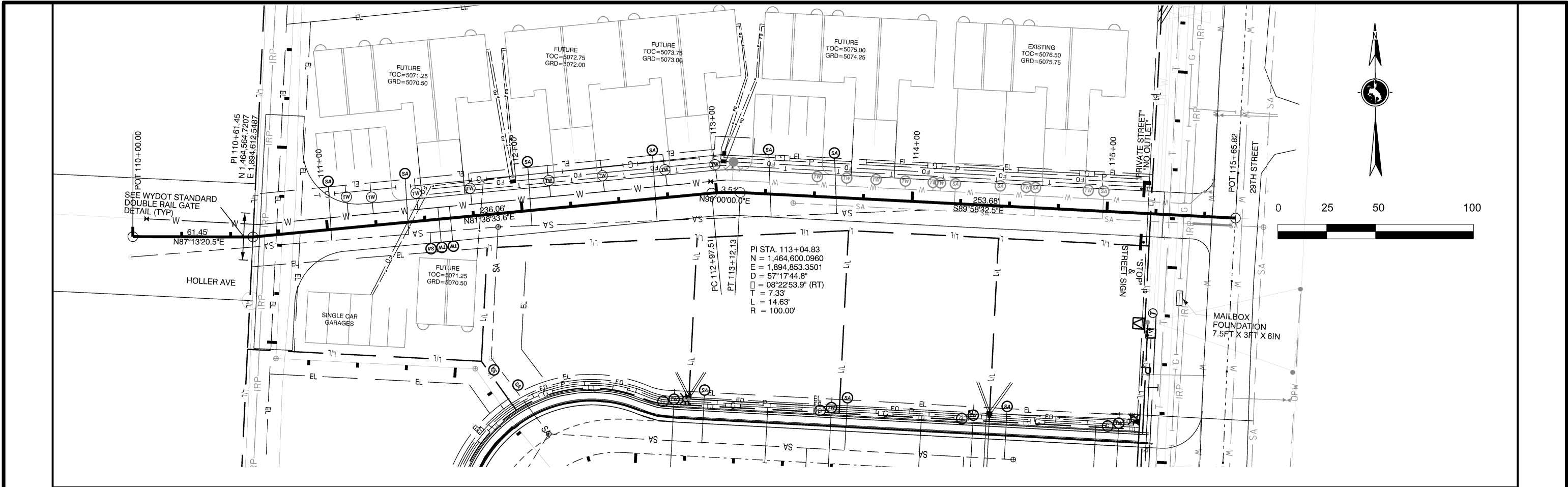
COVER

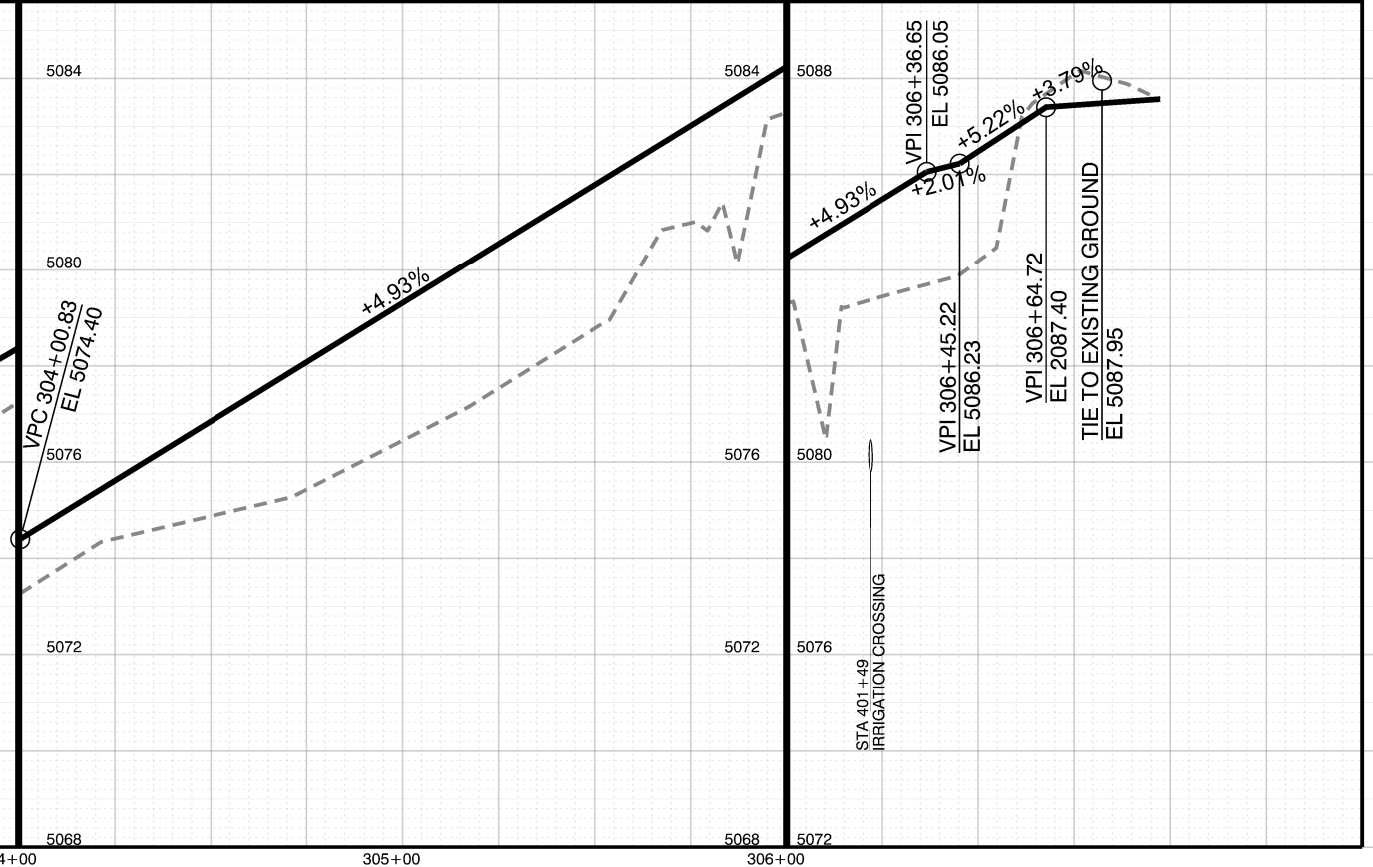
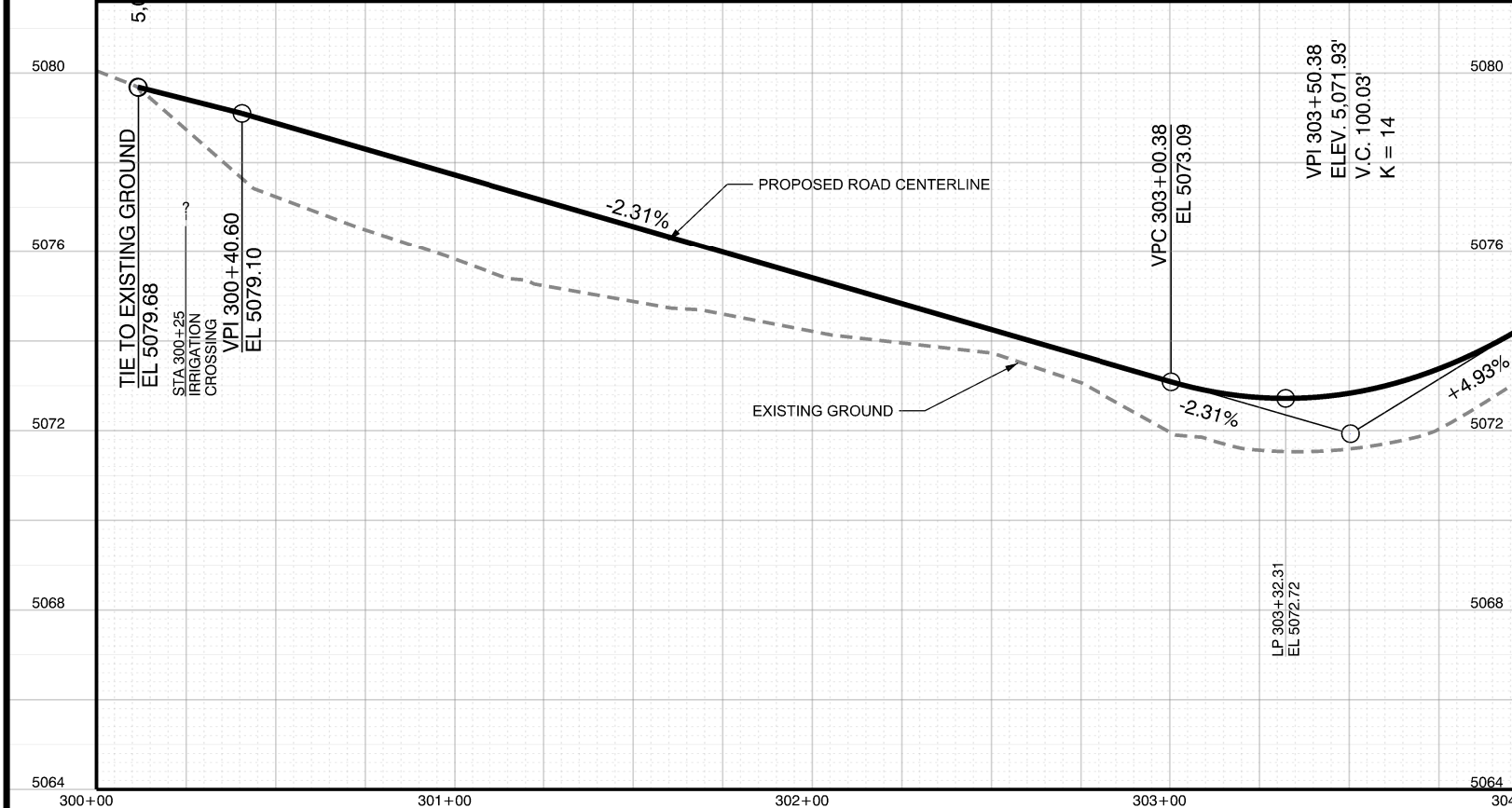
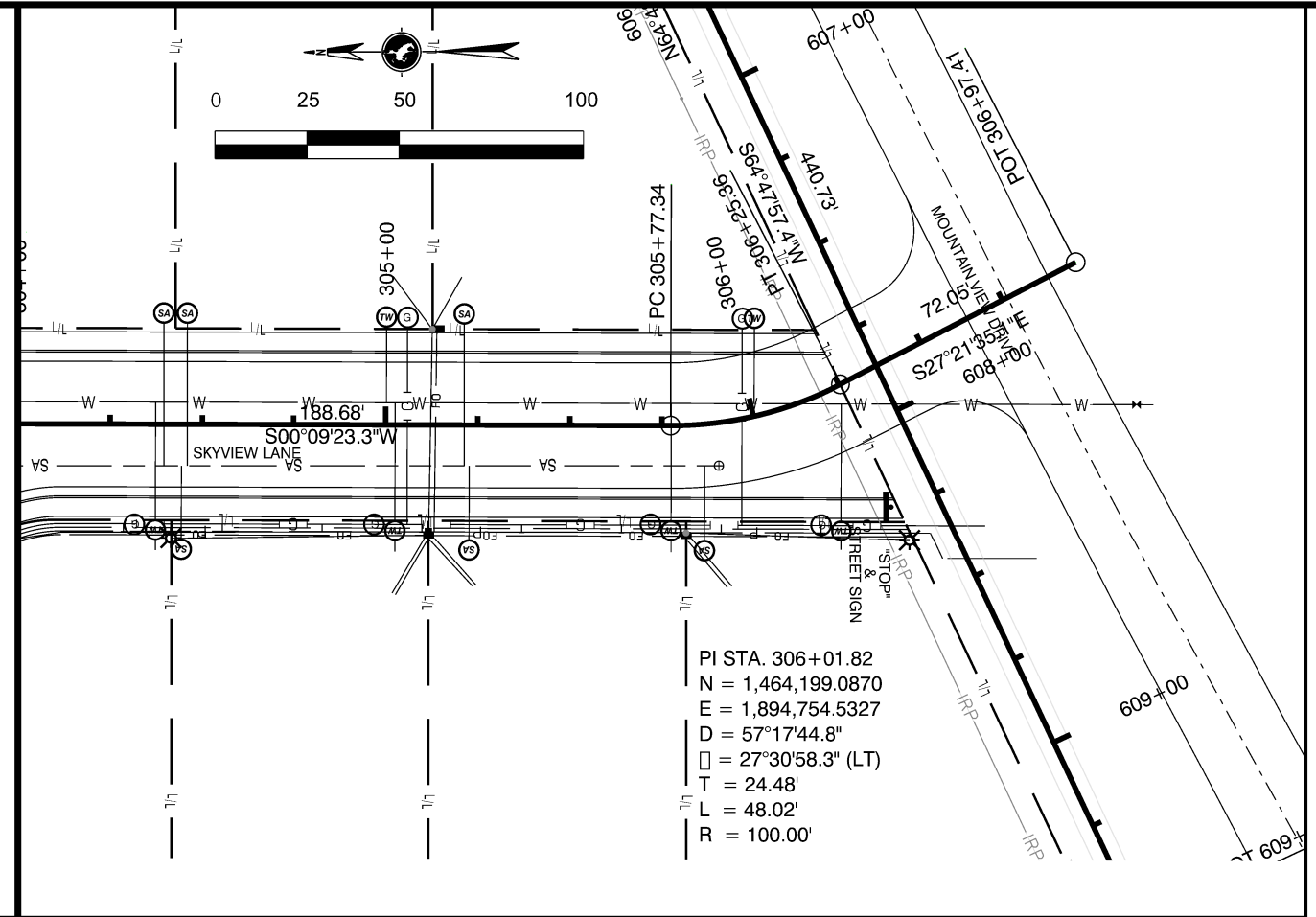
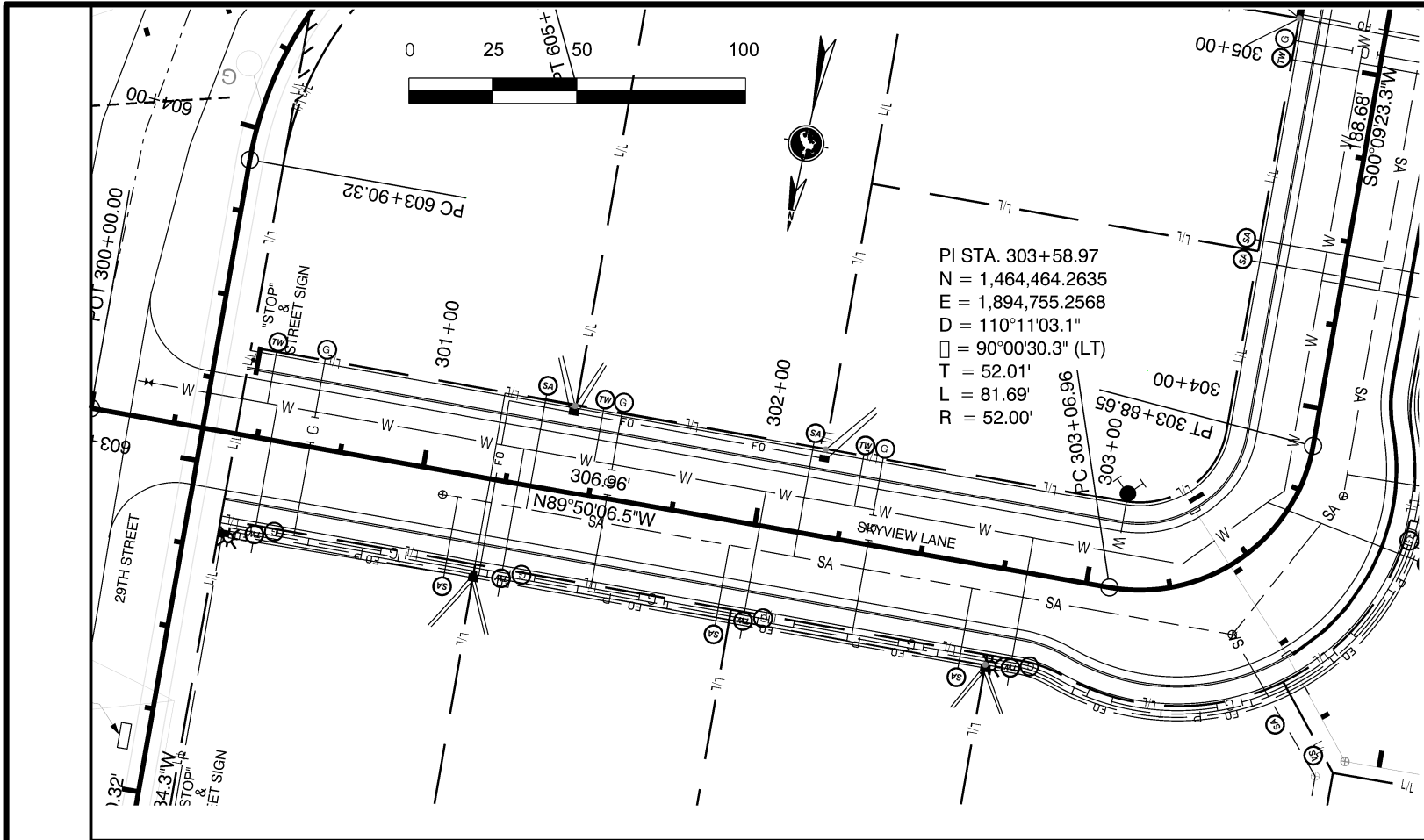
MOUNTAIN VIEW 29 SUBDIVISION
OWNER: MOUNTAIN VIEW 29, LLC

2824 BIG HORN AVE.
CODY, WY 82414
PHONE: (307) 527-0915
FAX: (307) 527-0916



COVER





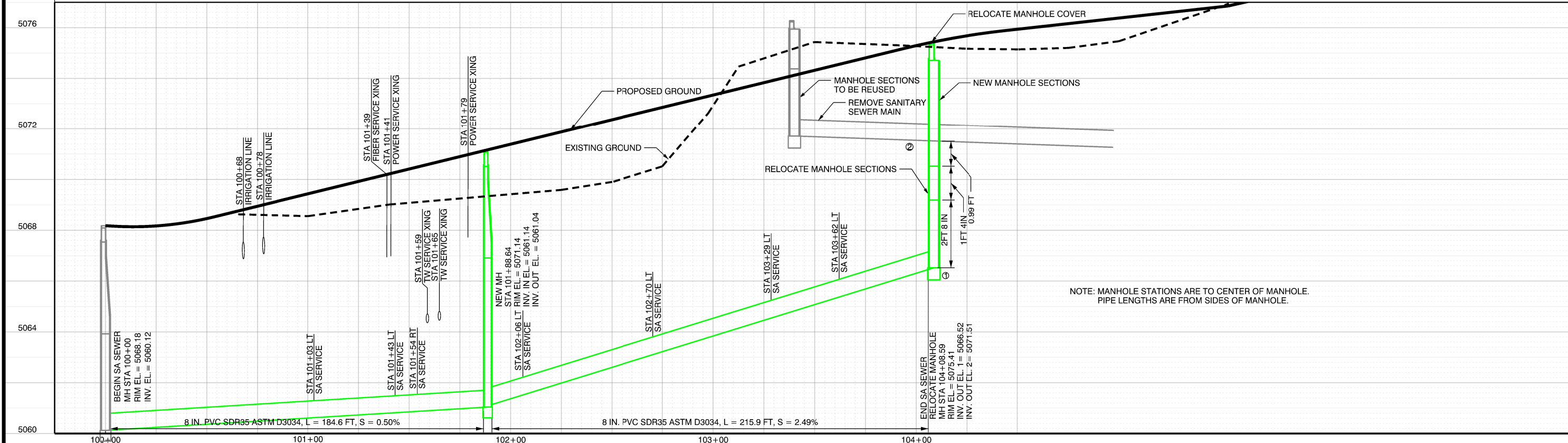
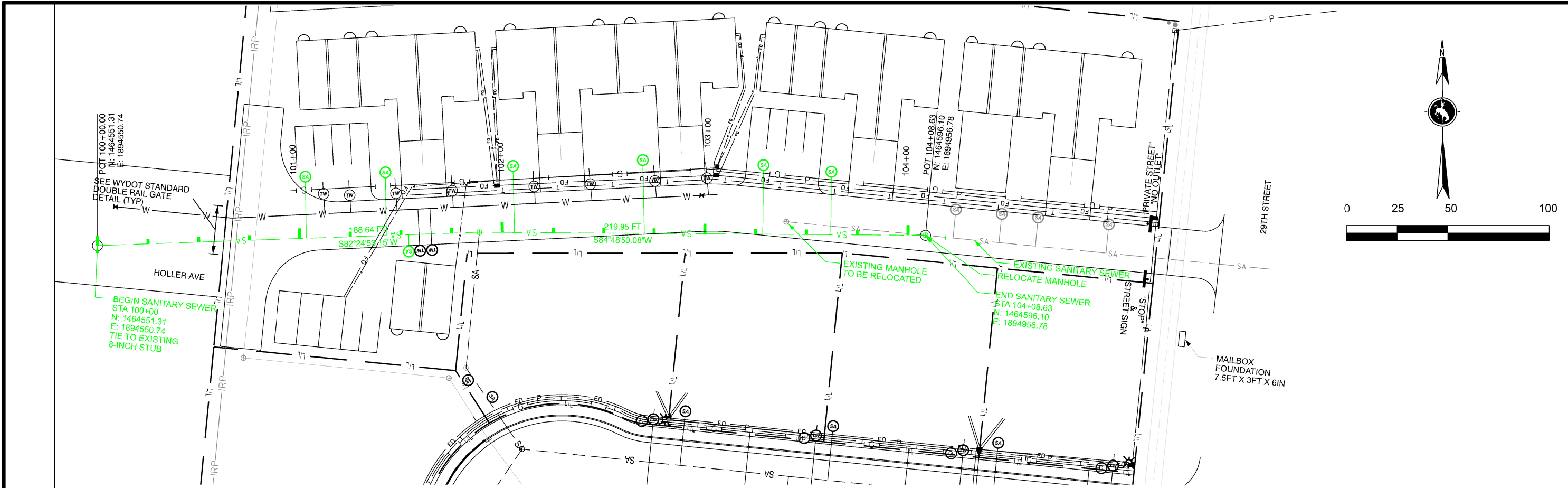
DATE	DESCRIPTION	JOB NO.	2020-064
4/16/2021	PRELIMINARY PLANS	DRAWN BY:	RWB
12/7/2021	PLAN EDITS	CHECKED BY:	JGE
		APPROVED BY:	JGE

SKYVIEW LANE PLAN & PROFILE

MOUNTAIN VIEW 29 SUBDIVISION
OWNER: MOUNTAIN VIEW 29, LLC

2824 BIG HORN AVE.
CODY, WY 82414
PHONE: (307) 527-0915
FAX: (307) 527-0916





DATE	DESCRIPTION	REVISION
4/16/2021	PRELIMINARY PLANS	
12/7/2021	PLAN EDITS	

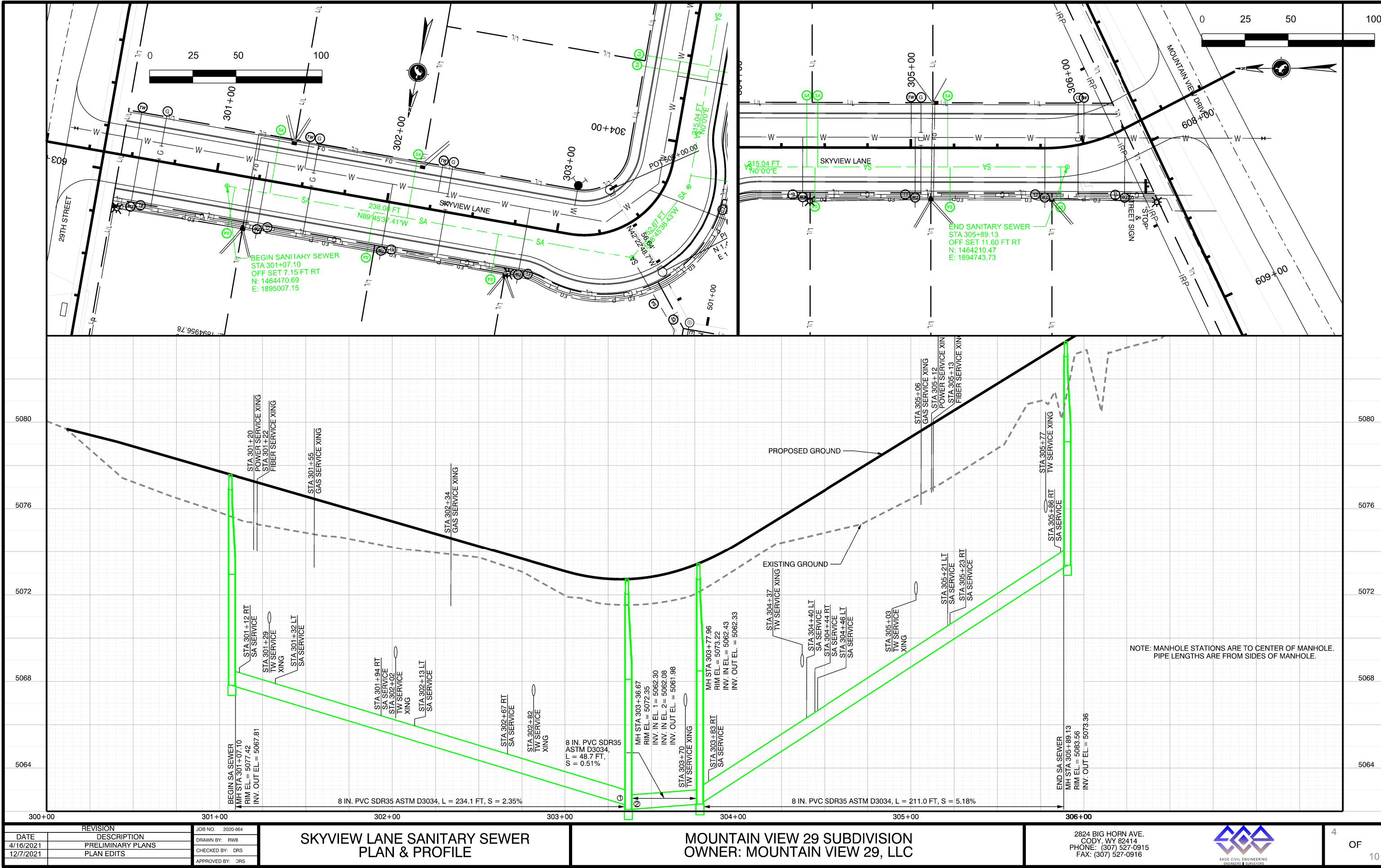
JOB NO. 2020-064	DRAWN BY: RWB
CHECKED BY: DRS	APPROVED BY: DRS

**MULTIFAMILY SANITARY SEWER
PLAN & PROFILE**

**MOUNTAIN VIEW 29 SUBDIVISION
OWNER: MOUNTAIN VIEW 29, LLC**

2824 BIG HORN AVE.
CODY, WY 82414
PHONE: (307) 527-0915
FAX: (307) 527-0916





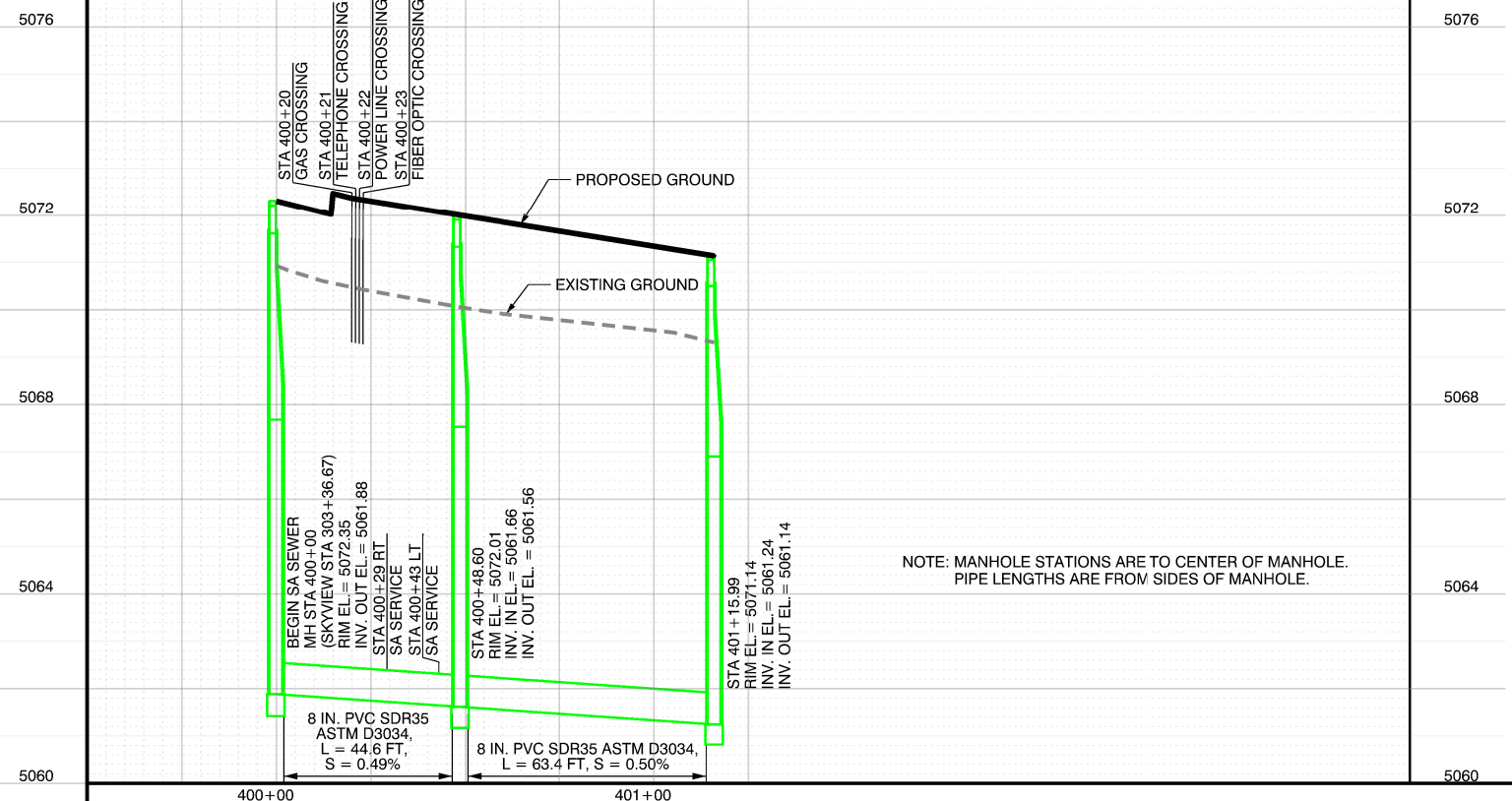
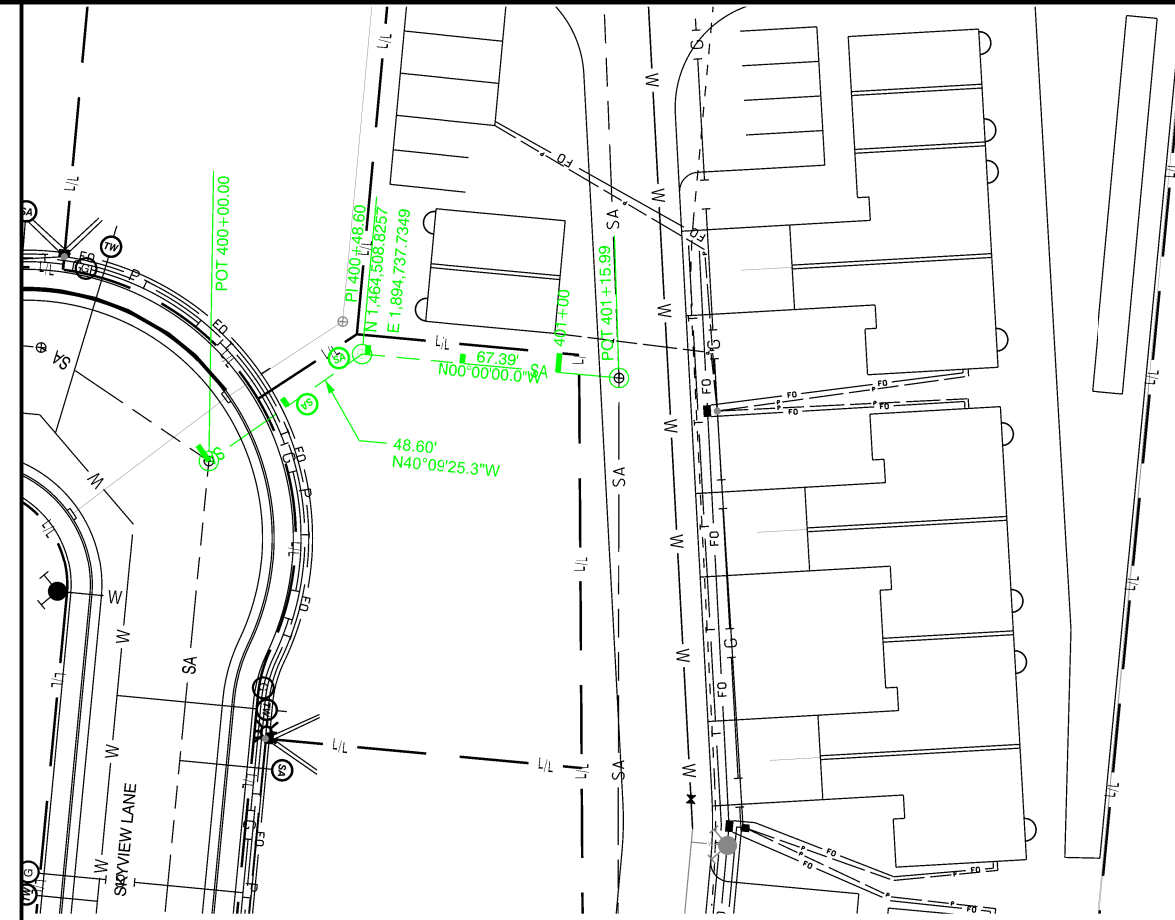
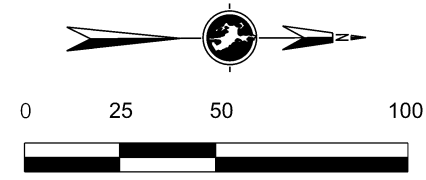
REVISION		JOB NO. 2020-064
DATE	DESCRIPTION	
4/16/2021	PRELIMINARY PLANS	DRAWN BY: RWB
12/7/2021	PLAN EDITS	CHECKED BY: DRS
		APPROVED BY: DRS

SKYVIEW LANE SANITARY SEWER
PLAN & PROFILE

MOUNTAIN VIEW 29 SUBDIVISION
OWNER: MOUNTAIN VIEW 29, LLC

2824 BIG HORN AVE.
CODY, WY 82414
PHONE: (307) 527-0915
FAX: (307) 527-0916





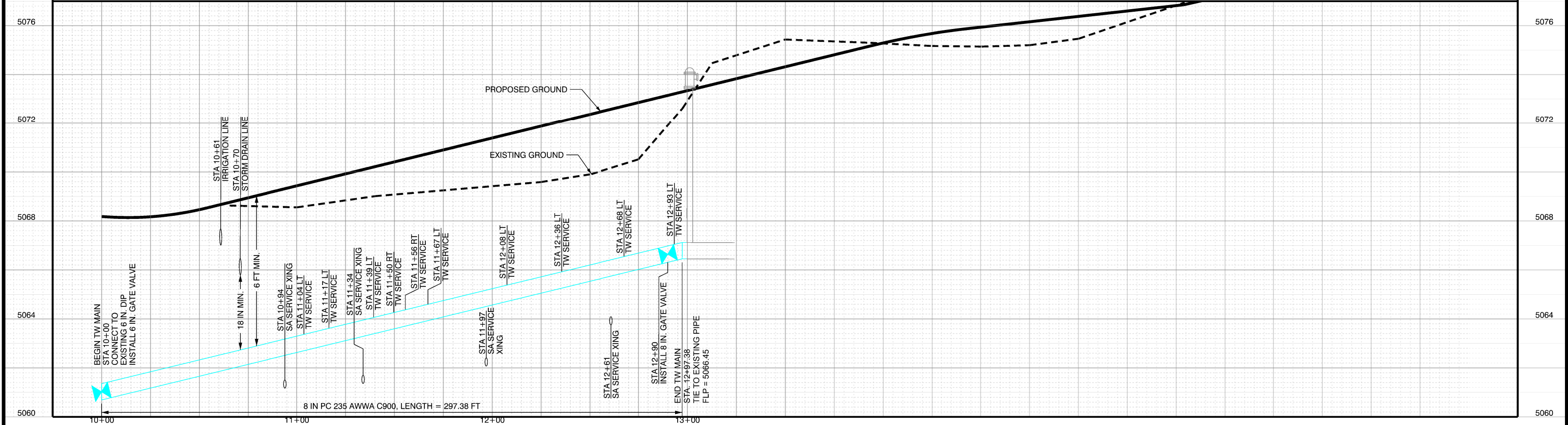
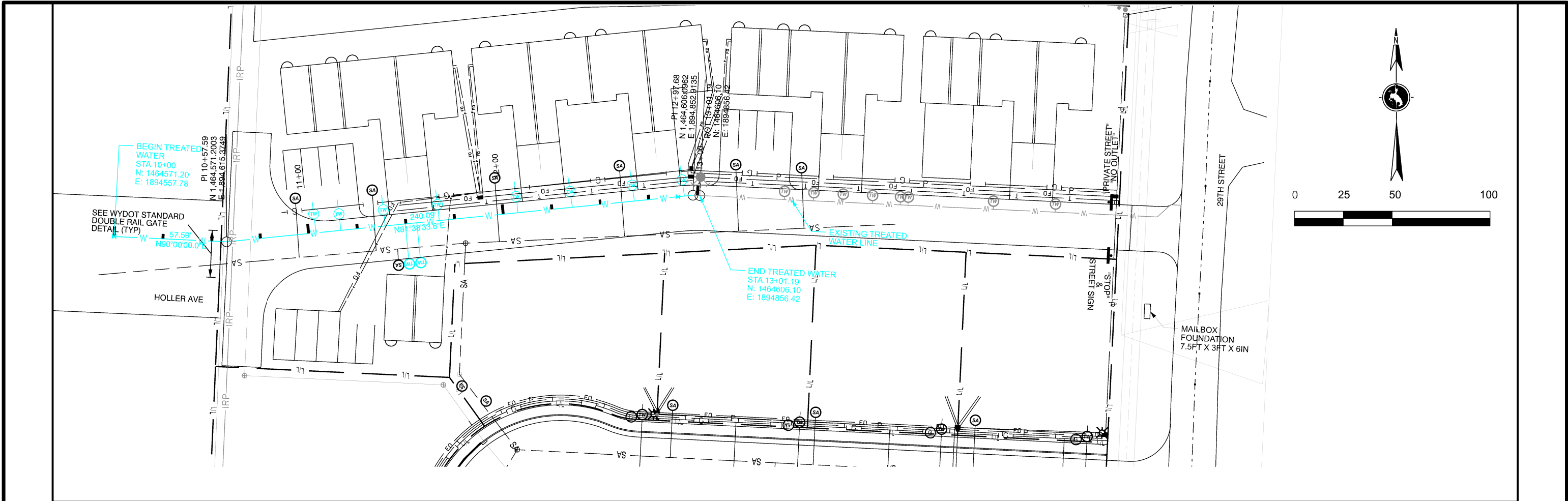
REVISION		JOB NO.
DATE	DESCRIPTION	2020-064
4/16/2021	PRELIMINARY PLANS	DRAWN BY: RWR
12/7/2021	PLAN EDITS	CHECKED BY: DRS
		APPROVED BY: DRS

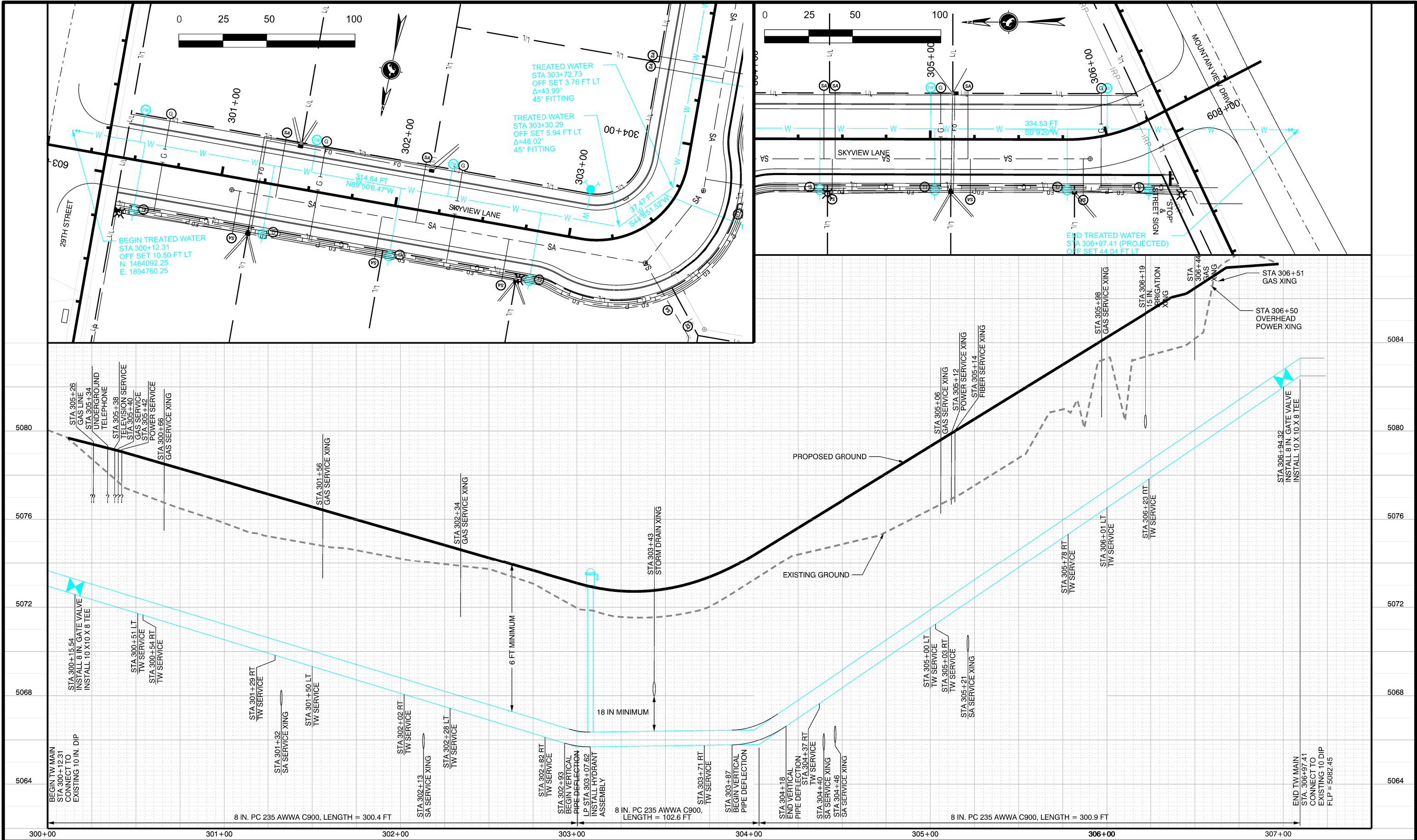
SANITARY SEWER CONNECTION
PLAN & PROFILE

MOUNTAIN VIEW 29 SUBDIVISION
OWNER: MOUNTAIN VIEW 29, LLC

2824 BIG HORN AVE.
CODY, WY 82414
PHONE: (307) 527-0915
FAX: (307) 527-0916







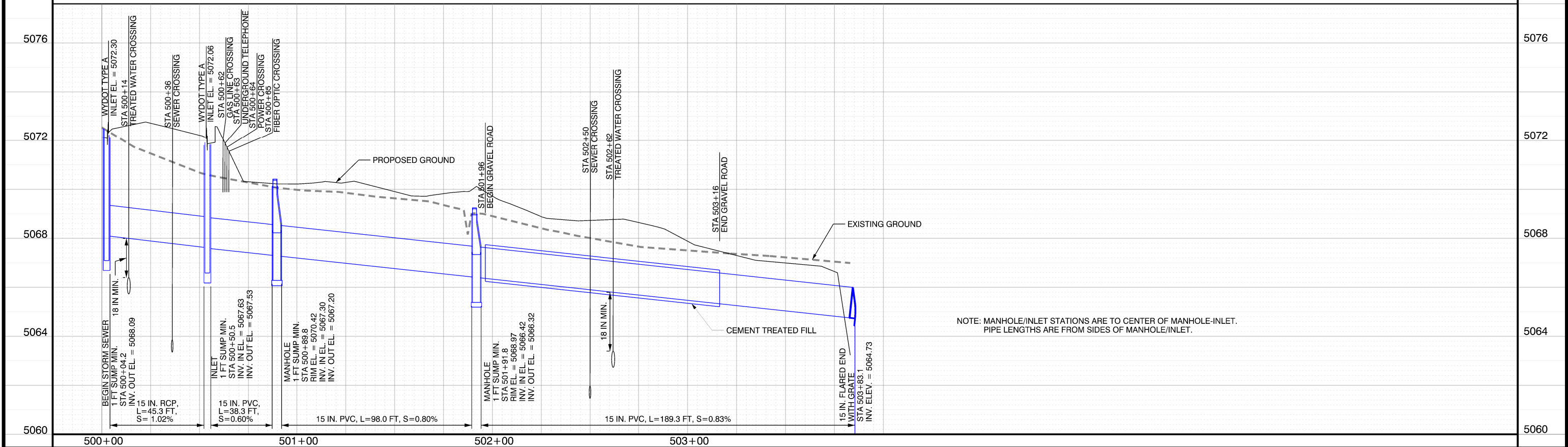
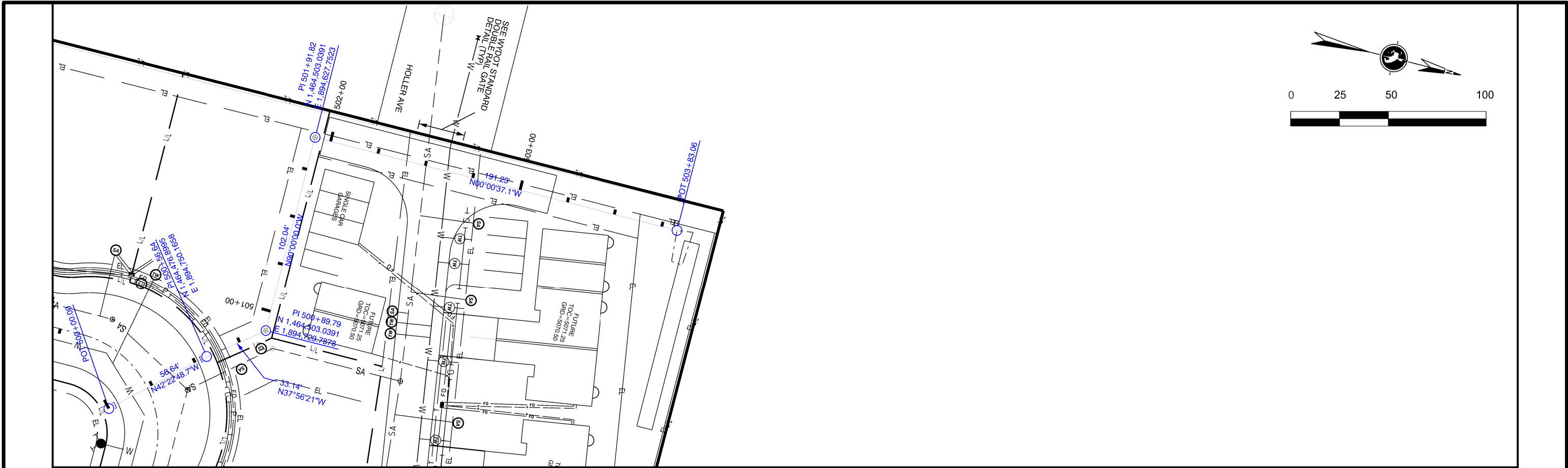
REVISION		JOB NO. 2020-064
DATE	DESCRIPTION	DRAWN BY: RWB
4/16/2021	PRELIMINARY PLANS	CHECKED BY: DRS
12/7/2021	PLAN EDITS	APPROVED BY: DRS

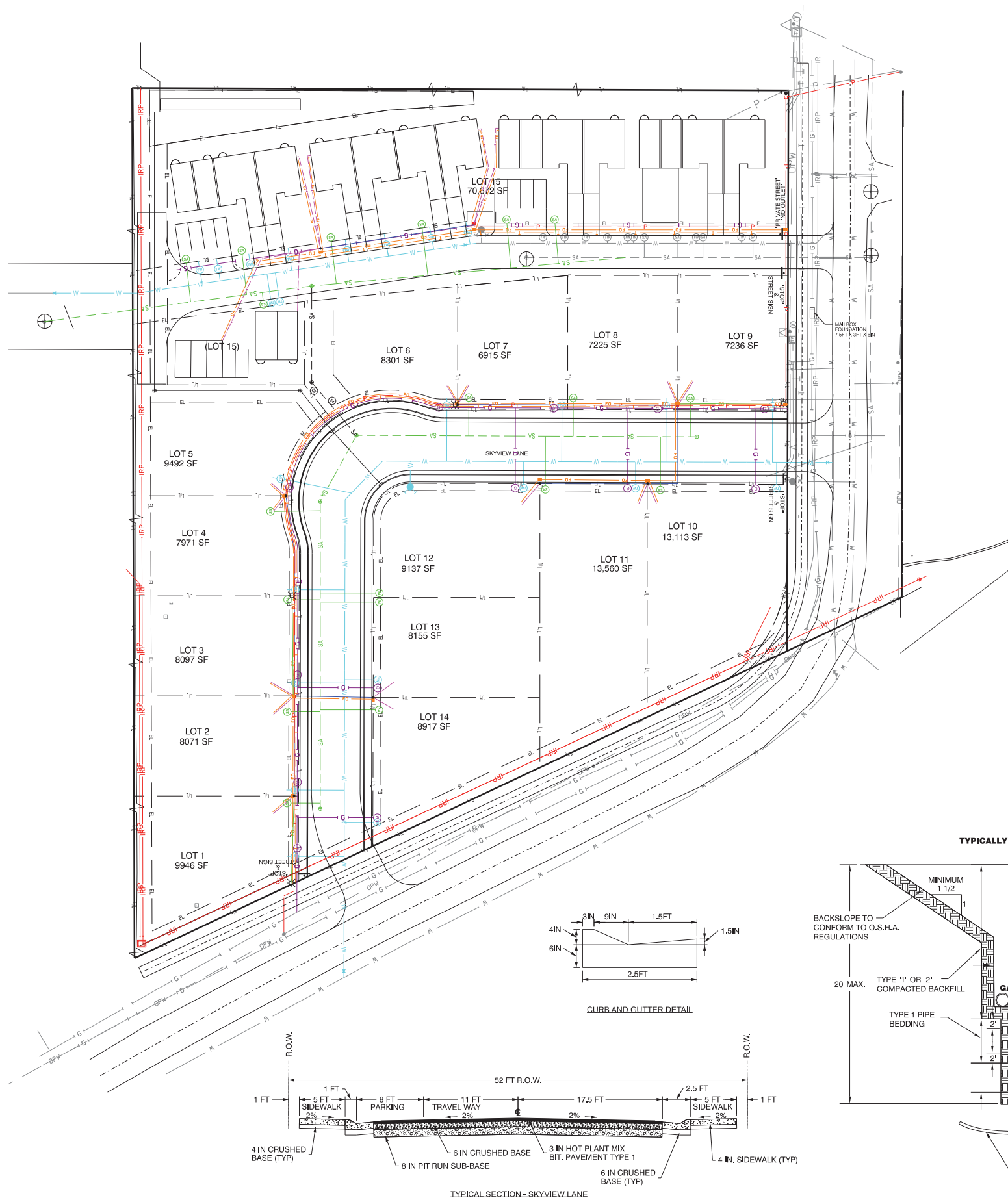
SKYVIEW LANE TREATED WATER
PLAN & PROFILE

MOUNTAIN VIEW 29 SUBDIVISION
OWNER: MOUNTAIN VIEW 29, LLC

2824 BIG HORN AVE.
CODY, WY 82414
PHONE: (307) 527-0915
FAX: (307) 527-0916

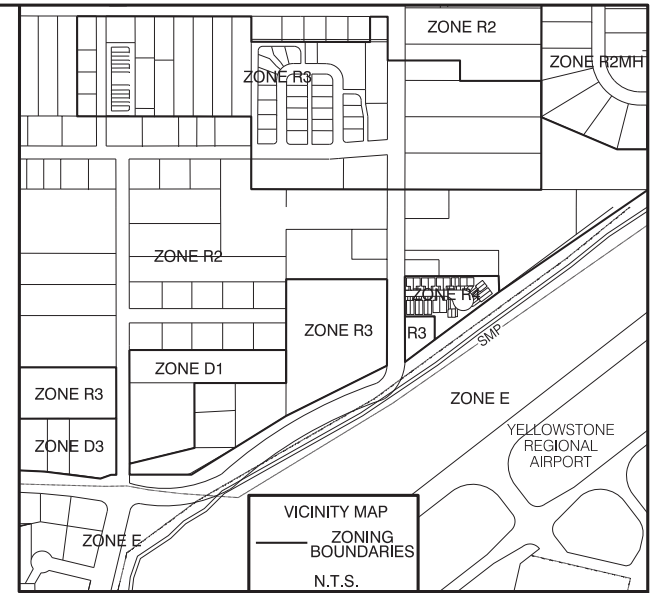
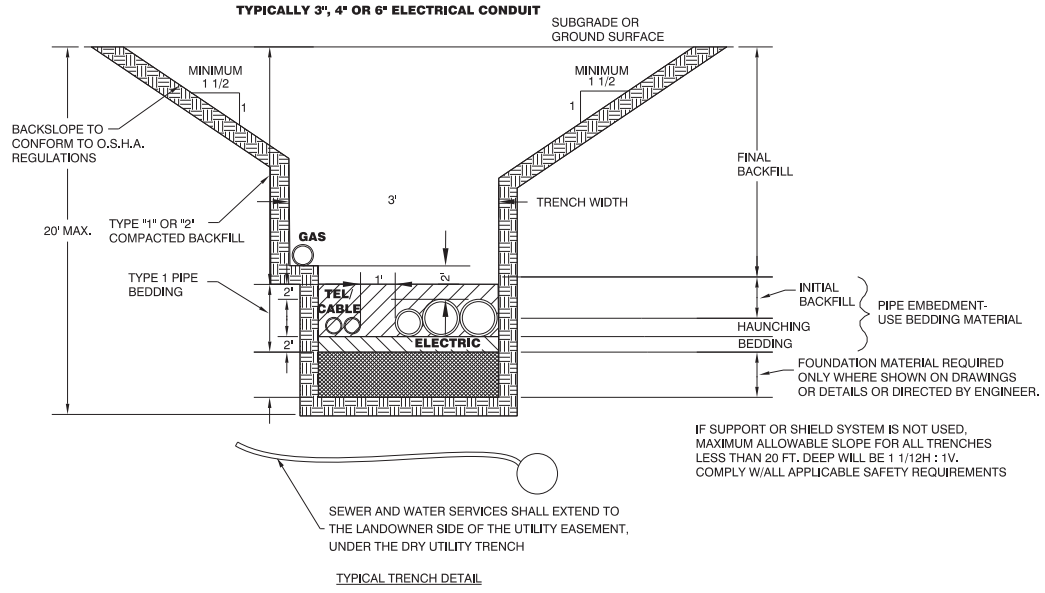
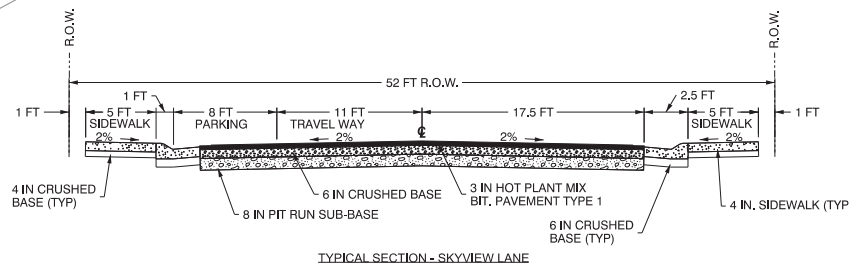
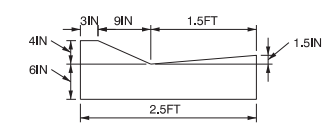






- LEGEND**
- SUBDIVISION BOUNDARY
 - LOT LINES
 - STREET CENTERLINE
 - PROPOSED EASEMENT
 - MAJOR CONTOUR (5-FT)
 - MINOR CONTOUR (1-FT)
 - EDGE OF PAVEMENT

- EXISTING UTILITIES**
- SA SANITARY SEWER LINE & SERVICE
 - TW TREATED WATER MAIN & SERVICE
 - G GAS LINE & SERVICE
 - UNDERGROUND POWER
 - OVERHEAD POWER LINE
 - TELEVISION LINE
 - TELEPHONE LINE
 - EXISTING FENCE
 - ELECTRIC PEDESTAL
 - TELEVISION PEDESTAL
 - POWER PEDESTAL
 - POWER POLE
 - TELEPHONE PEDESTAL
 - GAS VALVE
 - WATER VALVE
 - FIRE HYDRANT
 - SEWER MANHOLE



- PROPOSED UTILITIES**
- SA SANITARY SEWER MAIN & SERVICE
 - TW TREATED WATER MAIN & SERVICE
 - G GAS MAIN & SERVICE
 - FO FIBER OPTICS
 - T TELEPHONE
 - IRP RAW WATER LINE
 - P PRIMARY POWER LINE
 - S SECONDARY POWER LINE
 - SLU SERVICE LINE TO UNIT METER
 - SINGLE PHASE JUNCTION CABINET
 - POWER POLE
 - SECONDARY PEDESTAL
 - POWER TRANSFORMER
 - MANHOLE
 - FIRE HYDRANT
 - WATER VALVE
- EXISTING UTILITIES:**
- CITY OF CODY - TREATED WATER: 10 IN. PVC, 6 FT DEPTH (APPROX.)
 - CITY OF CODY - SANITARY SEWER: 10 IN. PVC, 7 FT DEPTH (APPROX.)
 - CITY OF CODY - ELECTRICAL: 36-48 IN DEPTH (APPROX.)
 - BLACK HILLS ENERGY - GAS LINE: 3 FT DEPTH (APPROX.)
 - TCT- EXISTINGS WITHING 29TH STREET
 - CHARTER - EXISTING WITHING 29TH STREET
 - CODY CANAL - EXISTING ALONG THE WEST AND SOUTH BOUNDARIES OF SUBDIVISION
- NOTES:**
- EXTEND SANITARY SEWER SERVICE AND TREATED WATER "PIGTAIL" TO THE BACK OF THE UTILITY EASEMENT AS SHOWN.
 - ANY UNUSED SERVICES ARE TO BE ABANDONED PER THE UTILITY PROVIDER AND CITY OF CODY REQUIREMENTS.

UTILITY PLAN

MOUNTAIN VIEW 29 SUBDIVISION

BEING A SUBDIVISION OF TRACT 61-2 OF THE CODY HEIGHTS SUBDIVISION

RESURVEY T.52N., R.101W., 6TH P.M., CITY OF CODY, PARK COUNTY, WYOMING

DEVELOPER / OWNER:

MOUNTAIN VIEW 29, LLC
700 E. REDLANDS BLVD #U 260
REDLANDS, CA 92373
DOC# 2008-8577

SAGE CIVIL ENGINEERING AND SURVEYING
2824 BIG HORN AVE.
CODY, WY 82414
307-527-0915

DECEMBER 7, 2021
DRAWN BY: RWB

PROJECT # 2020-064
20-064_PPLAT.DGN

FIELD SURVEY:
BY: FIELD BOOK:

Declaration for the Mountain View 29 Subdivision Detention Basin Maintenance Committee

This Declaration for the Mountain View 29 Subdivision Detention Basin Maintenance Committee is made and entered into on this _____ day of _____, 2021, by Mountain View 29, LLC (hereinafter referred to as "Mt. View").

WHEREAS Mt. View is the current owner of Lots 1 through 15 of the Mountain View 29 Subdivision in the City of Cody, Park County, Wyoming, pursuant to that plat recorded contemporaneously herewith (the "Subdivision"); and

WHEREAS Mt. View and the City of Cody have entered into an agreement for the operation and maintenance of a storm drainage detention basin and associated rip rap areas located within Lot 15 of the Subdivision (collectively the "stormwater facilities"), and Mt. View desires to provide for the operation and maintenance of said stormwater facilities in accordance with the Maintenance Agreement for the Mountain View 29 Subdivision, for the City of Cody Wyoming (the "Agreement") which Agreement is also recorded contemporaneously herewith; and

WHEREAS each owner of a lot within the subdivision shall share equally in any and all costs associated with the operation and maintenance of the stormwater facilities; and

WHEREAS Mt. View therefore declares that all of the lots within the Mountain View 29 Subdivision shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved in accordance herewith, this Declaration being established and agreed to run with the land and be binding on all parties having or acquiring any right, title, or interest in the Subdivision and further being for the purpose of enhancing and protecting the value thereof.

1. DURATION OF RESTRICTIONS

All of the conditions and restrictions set forth in these Bylaws shall continue and remain in force and effect at all times against the Subdivision and the owners of lots therein—subject to the right of modification provided for herein—for twenty years and shall, as then in force, be automatically continued for a period of twenty years and thereafter for successive periods of twenty years each without limitation, unless a written agreement to the contrary is executed by the then-record owners of one hundred percent (100%) of the parcels (with one vote per parcel and not owner) and is recorded in the Office of the County Clerk for Park County, Wyoming.

2. RIGHT TO ENFORCE AND BINDING EFFECT

a. The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the owner or owners of any lot within the Subdivision, by the City of Cody, or by the Mountain View 29 Subdivision Detention Basin Maintenance Committee. Failure to enforce any provision hereof shall not be deemed a waiver of the right to do so thereafter.

b. Each purchaser and grantee of a lot within the Subdivision, by acceptance of a deed conveying title thereto, does hereby accept all of the provisions, restrictions, conditions, agreements, liens, charges, associations and similar limitations described in this Declaration and in the Maintenance Agreement for the Mountain View 29 Subdivision, for the City of Cody Wyoming (the "Agreement") executed simultaneously herewith. By such acceptance such lot owners shall—for themselves, their heirs, successors, and assigns—covenant, consent, and agree to and with Mt. View and all subsequent grantees and owners of lots within the Subdivision to keep, observe and comply with this Declaration and with the Agreement.

3. MOUNTAIN VIEW SUBDIVISION DETENTION BASIN MAINTENANCE COMMITTEE

- a. There is hereby created a committee which shall have as its sole purposes the operation and maintenance of the stormwater facilities located within the Subdivision and the collection of assessments therefor. The Mountain View 29 Subdivision Detention Basin Maintenance Committee (the “Committee”) shall consist of Gary R Lee until such time as he resigns, whereupon he shall appoint three owners of lots within the Subdivision to comprise the Committee until their successors shall be thereafter selected.
- b. The Committee shall perform such operation and maintenance to the stormwater facilities as may be necessary, which is anticipated to consist of weed control and occasional silt removal. Each property or parcel owner shall—and does hereby agree to—execute any and all instruments necessary and reasonable to allow access for such purposes, including the granting of easements or access, provided that no such easement shall interfere with any buildings constructed on any parcel.
- c. Dues of Forty Dollars (\$40.00) annually shall be levied on each of the lots within the Subdivision beginning with the conveyance of that lot by Mountain View 29, LLC or its Assigns; upon the conveyance of all Subdivision lots, the Committee shall collect annual dues for all lots. This amount shall be increased by Five Dollars (\$5.00) annually every other year, beginning on January 1, 2025, to a maximum annual amount of \$65.00 per year. Funds shall be held in reserve to be used for maintenance of the stormwater facilities. When reserve funds reach \$50,000.00, all annual assessments of every lot in the Subdivision will be deferred until such time as the reserve funds fall below \$40,000.00, at which time they shall recommence until they reach \$50,000.00, repeating as necessary. Every 20 years, upon the renewal of this agreement, the committee shall have the right to re-assess the dues and limits in order to bring them in line with current maintenance needs. The Committee shall have authority to impose additional increases in order to meet the costs associated with the stormwater facilities operation and maintenance described herein. These monies shall be held in a non-interest-bearing account and shall be accessible by the members of the Committee for the purposes described herein. The Committee shall notify lot owners when such dues shall be payable each year, and the same shall be due and payable within thirty (30) days thereafter.
- d. The Committee shall also have the authority to levy additional assessments for nonrecurring issues associated with the maintenance and upkeep of the storm basin, e.g. for silt removal or the like. In such event, such additional assessments shall be levied equally against all lots within the Subdivision based on the bid amount for such special maintenance and upkeep issues. Such additional assessments shall be due and payable within thirty (30) days following assessment.
- e. When any lot owner within the Subdivision shall be in default in the payment of dues or special assessments for a period of fifteen (15) days from the date on which such amount becomes due and payable, the Committee shall be entitled to file a lien against the defaulting owner’s lot in accordance with W.S. 29-4-101. The Committee may further pursue an injunction, other remedial measures, or any other remedy legal or equitable in order to enforce this Declaration or the Agreement. By their purchase of a lot within the Subdivision, each owner: (i) acknowledges and affirms that the storm basin constitutes a ditch, canal, or reservoir within the meaning of W.S. 29-4-101; (ii) acknowledges and affirms that the dues assessed are for labor and materials performed in the improvement of the storm drain; (iii) waives any and all right to assert affirmative defenses or counterclaims in defense against the enforcement of either a lien filing for dues and assessments hereunder or any other action against the owner of a lot within the Subdivision for the collection of unpaid dues or special assessments; and (iv) agrees that the Committee shall be entitled to and awarded reasonable attorney’s fees, court costs, and

other expenses associated therewith in its efforts to enforce the payment of dues or special assessments hereunder.

f. Members of the Committee shall serve until their resignation, and each shall be succeeded by a person of their choosing, who shall be the owner of a lot within the Subdivision.

4. AMENDMENTS

This Declaration may be amended or repealed by a vote of one hundred percent (100%) of the lot owners within the Subdivision. If this Declaration is repealed, or if the stormwater facilities become operated and maintained by the City of Cody, then any dues or assessments then held by the Committee shall be used to reimburse the maintenance expenses of the City of Cody for such operations.

The undersigned, qualified and sole acting member of the Mountain View 29 Subdivision Detention Basin Maintenance Committee, an unincorporated, non-profit association, does hereby certify that the above and foregoing Declaration was duly adopted on the day and date first written above.

Mountain View 29, LLC

Gary R Lee, President

STATE OF WYOMING)
) ss.
County of Park)

The above and foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by Gary R Lee.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

MAINTENANCE AGREEMENT FOR THE MOUNTAIN VIEW 29 SUBDIVISION, FOR THE CITY OF CODY WYOMING

This Declaration is made this _____ day of _____, 2021, by Mountain View 29. LLC and its Assigns, authorizing the same, and affecting all of the following described real property in the City of Cody, Park County, Wyoming.

Lots 1 through 15 in the Mountain View 29 Subdivision, City of Cody, Park County, Wyoming (the "Subdivision")

WHEREAS, the undersigned entity wishes to establish a storm water maintenance agreement for said real property described above (this "Agreement"), located in the City of Cody, Park County, Wyoming.

NOW THEREFORE, the undersigned does hereby make, publish, declare and impose upon all the above-described property, the following obligation and this Agreement to maintain and keep in working order the storm drainage detention basin and associated rip rap areas located within Lot 15 of the Subdivision (the "stormwater facilities") as indicated on the recorded final plat, and in accordance with the submitted City of Cody Drainage report and design submitted by Sage Engineering at time of plat approval, relevant portions of which are attached hereto and incorporated herein. This Agreement shall be and does constitute a covenant running with the land and each portion thereof, and shall be binding upon the undersigned, their heirs, successors, grantees, and assigns.

NOW THEREFORE, the Agreement for maintenance of the stormwater facilities as follows:

All responsibility for operation and maintenance, and for all costs associated therewith shall be borne equally by the owner of each lot within the Subdivision through the collection of dues and special assessments by the Mountain View 29 Subdivision Detention Basin Maintenance Committee (the "Committee"). The assessment shall be a lien on the lots owned by owners of lots within the Subdivision and may be foreclosed upon for nonpayment in accordance with that Declaration for the Mountain View 29 Subdivision Detention Basin Maintenance Committee recorded contemporaneously herewith in the office of the Park County Clerk and Recorder (the "Declaration"). Dues and special assessments shall be collected annually by the Committee in amounts as described in the Declaration.

BINDING EFFECT OF DECLARATION. Each purchaser and grantee of any portion of the above described real property which are subject to the above agreement, by acceptance of a deed conveying title thereto do accept each and all of the provisions, restrictions, conditions, agreements, liens, charges, associations and similar limitations herein contained and by such acceptance shall for themselves, their heirs, personal representatives, successors, and assigns, covenant, consent and agree to and with the undersigned owner and to and with the grantees and subsequent owners of each of said parcels within the above described real property to keep, observe and comply with and perform said provisions, restrictions, conditions, easements, association, agreements, liens and charges.

TERM. All the provisions, conditions, restriction and agreements shall continue to remain in full force and effect at all times against all said parcels and the owners and occupants thereof, subject to the right of change or modification provided hereinabove and shall remain in effect for a period of twenty-five years from and after the date hereof and shall remain in full force and effect thereafter for successive ten (10) year periods unless, by written duly recorded agreement executed by the then owners of 100% of the lots within the above described real property, the terms and provisions are changed, modified, annulled, abrogated, in whole or in part. If the City of Cody governing body agrees to assume operation and maintenance responsibility of the storm water facilities covered by this Agreement on an ongoing basis, this Agreement shall automatically terminate.

INVALIDATION. In the event this Agreement is rendered invalid or unenforceable by judgment or decree of any court of competent jurisdiction, the other covenants herein contained shall nonetheless remain in full force and effect for and during the full term hereof.

ENFORCEMENT/ATTORNEY FEES AND COSTS. The Committee may enforce compliance with the provisions hereof by commencing an action for injunction, for remedial measures, for collection, and/or damages or for all such remedies or any other legal or equitable remedies authorized under the laws of the State of Wyoming against the owner of any lot within the Subdivision who violates any of the covenants contained herein or in the Declaration. The owner of any lot within the Subdivision who violates or breaches any covenant herein or in the Declaration, shall pay all costs including reasonable attorney's fees, incurred in the enforcement of this Agreement or the Declaration.

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of _____, 2021.

Mountain View 29, LLC

City of Cody

Gary R Lee, President

By: _____

STATE OF WYOMING)
) ss.
County of Park)

The above and foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Gary R Lee.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

STATE OF WYOMING)
) ss.
County of Park)

The foregoing instrument was acknowledged before me by _____, the _____ for the City of Cody, Wyoming on this _____ day of _____, 20____.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____



CITY OF CODY
WYOMING

Todd Stowell <todds@codywy.gov>

Maintenance agreement and bylaws to review for Mountain View 29 Subdivision

scott@ckattorneys.net <scott@ckattorneys.net>

Tue, Dec 21, 2021 at 3:51 PM

To: Todd Stowell <todds@codywy.gov>

Cc: Scott Kolpitke <scott@ckattorneys.net>, Phillip Bowman <pbowman@codywy.gov>

Todd,

Thank you for sending this to me to review. I agree with your comments below. I will outline my concerns and recommendations (including reference to your concerns) below.

Maintenance Agreement:

-Under the section labeled "Term", the words "annulled, abrogated, in whole or in part" should be deleted. The property owners should not have the ability to annul or abrogate the maintenance agreement.

-Under the "Enforcement" section, there should be language allowing the City to enforce the agreement (consistent with the Declaration). I would suggest adding the following: "In the event any one or more property owners subject to this Maintenance Agreement default in any of the obligations, responsibilities, terms or conditions under this Maintenance Agreement, the City of Cody, its officers, agents, employees or officials may enforce this Maintenance Agreement by a suit in law or in equity, or through any other lawful remedies, against the defaulting owners, and the defaulting owners shall be liable to the City of Cody for the City of Cody's reasonable attorney's fees, costs and expenses in enforcing this Agreement."

Declaration:

-In Section #1 (Duration), this section refers to the "Bylaws". This reference should probably be changed to refer to the "Declaration" (or the title of the document should be changed to "By laws"). In addition, the term of this agreement should be consistent with the Maintenance Agreement. The Maintenance Agreement has an initial term of 25 years, with subsequent terms of ten years. The Declaration says it has an initial twenty-year term, followed by subsequent twenty-year terms. I do not think it really matters which one they choose, but the two documents should be consistent.

-In section 3.e, it says that if any property owner fails to pay the assessment, they committee can file a lien under W.S. 29-4-101. I am not sure this statute applies to this scenario. I would propose the following language: "In the event of a default of the payment or assessments described in this Declaration, or in the event of a default of any of the terms or conditions described in this Declaration or the Maintenance Agreement to which this subdivision is subject, the Committee, any property owner in the subdivision or the City of Cody, Wyoming may enforce the terms and conditions of this Declaration or the Maintenance Agreement through a suit against the defaulting owner, in law or in equity, or through any other lawful means or process, including through the filing of a lien against the property."

-In section 4, the word "repealed" should be deleted. The following should be added: "Nothing in this Declaration shall be construed to allow the repeal of the terms and conditions of this Declaration, nor shall it be construed in any manner to allow the property owners to relinquish

their responsibilities and obligations under this Declaration, except as otherwise specifically described herein."

I did not see in the documents where it says that the terms and conditions do not take effect until all the lots are sold. If that language is in there, I would agree with you that it should be removed. The language of both documents should become effectively immediately upon execution and recording of the documents.

I also do not see any language in the Declaration that describes how or when the committee members will be chosen after the initial selection by the developer. That should be addressed in this document. Likewise, there should be specific language which addresses the officers of the committee, their roles, how they are selected, who has authority to make decisions, manage the money, sign checks to pay bills, etc.

Let me know if you have any questions or concerns. Thank you.

Scott E. Kolpitzke
COPENHAVER, KITCHEN & KOLPITCKE, LLC

> Scott,
> It is looking like I will have this subdivision to the City Council on
> January 4th, so sometime around then, or soon thereafter, I will need
> your
> feedback on the below email.
> Thanks,
>

> *Todd Stowell, AICP*

[Quoted text hidden]

> *Todd Stowell, AICP*

[Quoted text hidden]

> --

> *All City of Cody <<http://www.cityofcody-wy.gov>> electronic correspondence
> and associated file attachments are public records and may be subject to
> certain disclosure in the event of a public records request.*

>

AGREEMENT
Between
Mountain View 29, LLC ("OWNER")
and
Sage Civil Engineering ("ENGINEER")
for
Completion of Water Rights Petition
for
Mountain View 29 Major Subdivision

Scope of Work

Sage Civil Engineering (SCE) will perform all work required to satisfy Section 30-10(b)(1) of the City of Cody's code on Subdivision of Land, in accordance with the Wyoming State Engineer's Rules and Regulations. This will include some or all of the following work, as necessary: preparing and filing a water right petition and accompanying map as required for the Mountain View 29 Major Subdivision; delivering consent requests to all affected appropriators; compiling and forwarding consent requests; paying the expenses of and participating in the initial public hearing, if required, for the purposes of securing approval of said petition.

The petition, map, supplemental materials and consent requests will be prepared under the terms of this agreement and delivered within six months of the approval of the Final Plat to the City of Cody and within nine months to the State Engineer's Office.

OWNER:



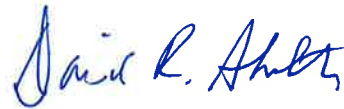
Mountain View 29, LLC

By: Gary Lee

Title: Member/Manager

Date Signed: 8/9/21

ENGINEER:



Sage Civil Engineering

By: David R. Shultz

Title: President

Date Signed: 8/9/21

May 20, 2021

Mr. Dave Shultz, PE
Sage Civil Engineering
2824 Big Horn Avenue
Cody, WY 82414

Via email: dshultz@sagecivilengineering.com

Re: Mountain View Subdivision Pavement Section Recommendations

Dear Dave:

I appreciate the opportunity to work with Sage Civil Engineering (Sage) on these recommendations for the Mountain View Subdivision. These recommendations are based on the Preliminary Plat, including soil sample locations, and soil testing information provided by Sage.

STRUCTURAL DESIGN

It is my understanding Sage obtained three soil samples along the proposed street alignment as shown on the provided Preliminary Plat, that the soil observed was consistent enough to warrant combining the sample into a single representative composite sample, and that sample was tested by Inberg-Miller Engineers for particle size analysis, maximum unit weight, optimum moisture, Atterberg Limits, and California Bearing Ratio (CBR). The soil, characterized as a sandy lean clay with gravel, has a plasticity index of 27, an optimum moisture content of 19 percent, 74 percent passing the 200 sieve, and a CBR of 1.6. The sample was not tested for swell potential, but the characteristics noted and the loss of density and increase in moisture content during CBR testing indicates this is a possibility. As noted below, the City of Cody minimum section is more robust than the estimated traffic will require, and this additional section strength is likely to at least reduce the risk of swelling. Further investigation and mitigation of swell potential is beyond the scope of this report. Based on the CBR result and established correlations between soil resilient modulus and other soil properties, the subgrade resilient modulus was estimated to be 2,500 psi.

The AASHTO Guide for Design of Pavement Structures published in 1993 (AASHTO '93) was used to develop a recommended structural section and to check the capacity of the City of Cody required minimum street section. A reliability of 95%, an overall standard error of 0.5, an



initial pavement serviceability of 4.2, and a terminal serviceability of 2.0 were selected as input, which is somewhat conservative, but considers the uncertainty of the design inputs. Because no traffic information was available for the proposed street, six trips per day for the 14 lots, consisting of 25 percent passenger cars and 75 percent pickups and SUVs, and two single unit trucks per day, using a blended load equivalency to account for anticipated construction traffic, deliveries, garbage trucks, and school buses, were estimated, resulting in approximately 2,450 equivalent single axle loads (ESALs) for the 20-year design period. The resultant structural number, 2.13, could be achieved by placing 2.5 inches of asphalt concrete over four inches of aggregate base over seven inches of subbase, or with three inches of asphalt concrete and four inches each of aggregate base and subbase.

However, Title 11, Subdivision Regulations, of the Municipal Code of the City of Cody requires a minimum cross section as shown on the City of Cody Standard Construction Detail Sheet. The Typical Hot Mix Section detail shown on Sheet 4 of the Cody Standard Detail Sheet, dated July 6, 2015, requires a minimum of **three inches of bituminous hot mix, four inches of crushed aggregate base course, and eight inches of subbase**. This provides a structural number of 2.52, which, using the same AASHTO '93 design inputs, is capable of supporting approximately 7,300 ESALs, or nearly three times the estimated traffic for the proposed street. The City minimum requirements thus govern in this case. In addition to providing far more structural capacity than required, use of the City minimum section should alleviate at least some of the potential risk of swelling soils.

The material recommendations shown on the Standard Detail Sheet, namely compaction of the aggregate base to a minimum of 95 percent of maximum density, compaction of the subbase to a minimum of 90 percent of maximum density, and the use of ½-inch maximum aggregate hot mix complying with WYDOT requirements, which can be placed in a single three-inch lift, designed in accordance with the Asphalt Institute's MS-2 publication and having a minimum stability of 1,200 pounds, flow of eight to 16 hundredths of an inch, three to five percent design air voids, and a minimum of 15 percent voids in mineral aggregate, are appropriate, provided 50 compaction blows are employed (WYDOT Class III-M). For increased durability, targeting three percent air voids is recommended. While the City Standard is silent with regard to binder, LTPPBind indicates the



commonly available PG 64-22 will provide 50 percent low-temperature reliability and 98 percent high-temperature reliability for the immediate Cody area. To achieve better than 50 percent low-temperature reliability (reduced risk of thermal cracking), a minus 28 binder grade is required. While PG 58-28 binders are available to at least a limited degree, PG 64-28 binders meeting WYDOT specifications are polymer-modified and thus considerably more expensive. The asphalt concrete should be compacted to a minimum of 92 percent of maximum theoretical specific (Rice) gravity. The City Standard shows the use of a prime coat using a 70-grade cutback prime coat, but does not state if a prime coat is required. Given the high cost of cutback asphalts, particularly for small projects, limited availability, and the emissions associated with evaporation of the solvent, placement of the asphalt concrete substituting good construction practices in lieu of the prime coat is recommended, provided all other requirements are met.

LIMITATIONS

This report was prepared in substantial accordance with the generally accepted standards of practice as exist in the site area at the time, and subject to the limitations noted herein. No warranty is expressed or implied. It is possible subsurface conditions differing from those reported may exist between the areas sampled, and adjustments to these recommendations may be required.

I appreciate the opportunity to work with you on this project. Please contact me if you have any questions regarding this report or if I can provide assistance with implementation of these recommendations.

Sincerely,



Michael B. Robinson, PE
Registered in Wyoming, California, Nevada, and Arizona



REFERENCES

1. *Aggregate-Soil Testing Summary*, IME Project No. 18980RM, IME Sample No. 1, Inberg-Miller Engineers, May 12, 2021.
2. *Preliminary Plat Mountain View Major Subdivision*, Sage Civil Engineering and Surveying, February 19, 2021.
3. *Email correspondence from Sage Civil Engineering regarding soil samples*, May 18, 2021.
4. *AASHTO Guide for Design of Pavement Structures 1993*, published by the American Association of State Highway and Transportation Officials, 444 Capitol Street N.W., Suite 249, Washington, D.C. 2001
5. *Geotechnical Aspects of Pavements*, FHWA NHI-05-037, Federal Highway Administration, April 2005.



DRAINAGE REPORT

For

MOUNTAIN VIEW 29, LLC

Mountain View 29 Subdivision

Owner

Mountain View 29, LLC

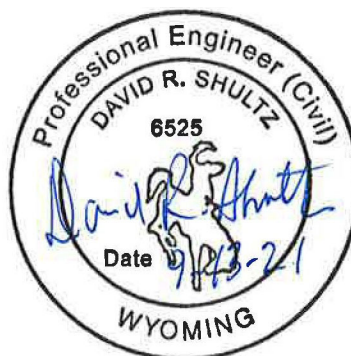
700 E. Redlands Blvd #U 260
Redlands, CA 92373

Engineer



SAGE CIVIL ENGINEERING
ENGINEERS | SURVEYORS

2824 Big Horn Ave.
Cody, WY 82414



September, 2021

Introduction - Property Description

This project is located at the intersection of 29th Street and Mountain View Street. Proposed for the site are 14 single-family residential lots and one multi-family lot that will contain four 4-plexes and one duplex. The multi-family lot will consist of a graveled private drive, concrete parking spaces, and lawn-turf common area. The single-family residential area will consist of 3-bedroom homes with two car garages, concrete driveways and landscaped yards. The street within the single-family lot will be paved with curb and gutter and sidewalk along its entirety.

The existing ground is a clayey soil with some light vegetation, and slopes generally from southeast to northwest. Runoff that leaves the property flows towards the northwest corner of this site.

Purpose of Drainage Plan

This drainage plan outlines the proposed measures to handle storm water runoff for this development. Drainage calculations have been performed and storm water facilities will be constructed as shown on the drainage and construction plans.

Description of Facilities

The post-development configuration of the property will result in the storm water facilities (percolation trench) being designed and constructed as a single drainage basin (see plan). The storm water disposal facility will be in the northwest corner of the property on Lot 15. Runoff within the subdivision will be directed to the percolation trench via swales, curb and gutter, inlets, and underground piping.

Calculations

The storm drainage runoff calculations used the following data:

Applicable C values are:

C _{Pavement/Concrete/Building}	= 0.90
C _{unimproved}	= 0.40
C _{greenspace}	= 0.30

At the direction of the City, the drainage facilities are to be based on a 100-year, 2-hour event, therefore $I = 0.85$ in/hr. The storm volume calculations are shown below.

EXISTING CONDITIONS	Area	C x A	Q	V 2hrs
	(ft ²)	(ac)	(cfs)	(ft ³)
Multi-Family Lot				
Unimproved (C=0.30)	70672	0.4867	0.414	2979
Total			0.414	2979

EXISTING CONDITIONS	Area	C x A	Q	V 2hrs
Single Family Lots	(ft ²)	(ac)	(cfs)	(ft ³)
Unimproved (C=0.30)	151185	1.0412	0.885	6372
Building 1 (C=0.90)	1625	0.0336	0.029	205
Building 2 (C=0.90)	575	0.0119	0.010	73
Building 3 (C=0.90)	440	0.0091	0.008	56
Driveway (C=0.60)	4725	0.0651	0.055	398
Total			0.987	7104

Total Volume_{Existing} 10083

POST-DEVELOPMENT CONDITIONS	Area	C x A	Q	V 2hrs
Multi-Family Lot	(ft ²)	(ac)	(cfs)	(ft ³)
Buildings & Concrete Driveways (C=0.90)	22835	0.4718	0.401	2887
Compacted Gravel (C=0.60)	18577	0.2559	0.217	1566
Lawn/Landscaping (C=0.20)	29260	0.1343	0.114	822
Basin 1 Total			0.733	5276

POST-DEVELOPMENT CONDITIONS	Area	C x A	Q	V 2hrs
Single Family Lots	(ft ²)	(ac)	(cfs)	(ft ³)
Buildings & Concrete Driveways (C=0.90)	75261	1.5550	1.322	9516
Lawn/Landscaping (C=0.20)	83289	0.3824	0.325	2340
Basin 2 Total			1.647	11857

Total Volume_{Post} 17133

Volume Req'd to be Disposed (Post minus Existing) 7050

The total post-development storm water volume for the site = 17,133 ft³. Subtracting the historic runoff volume of 10,083 ft³ requires the drainage basin to hold a minimum of 7050 ft³. Runoff in excess of this will continue to exit the site at the historic locations.

Drainage Basin Summary

The drainage basin has been designed in a rectangular shape with the base being 20 ft wide by 110 ft long. Side slopes will be at a 3:1 slope for a depth of 2 ft. Within the drainage basin will be a smaller trench with a base of 8 ft and a length of 98 ft. the smaller trench will be dug down to cody cobbles (approximately 8 ft) and backfilled with drainage rock to provide better percolation and more storage volume. The drainage basin has a storage and disposal volume as shown in the table below.

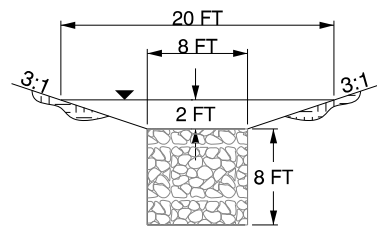
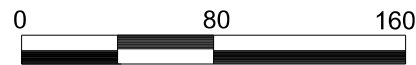
	Percolation Area	Storage Volume	Percolation Rate		Volume Percolated During Storm	Total Volume Disposed
	(ft ²)	(ft ³)	(in/minute)	(ft/sec)	(ft ³)	(ft ³)
Drainage Basin 1						
Perc Trench	784	2509	0.25	0.000347	1960	4469
Detention Pond (Volume Above Trench)	708	2984	0.05	0.000069	354	3338
Total Volume Disposed						7807

As shown in the table above, the drainage basin will dispose of a total runoff volume of 7807 ft³ which is approximately 11% greater than required.

Storm Drain Pipe Sizing

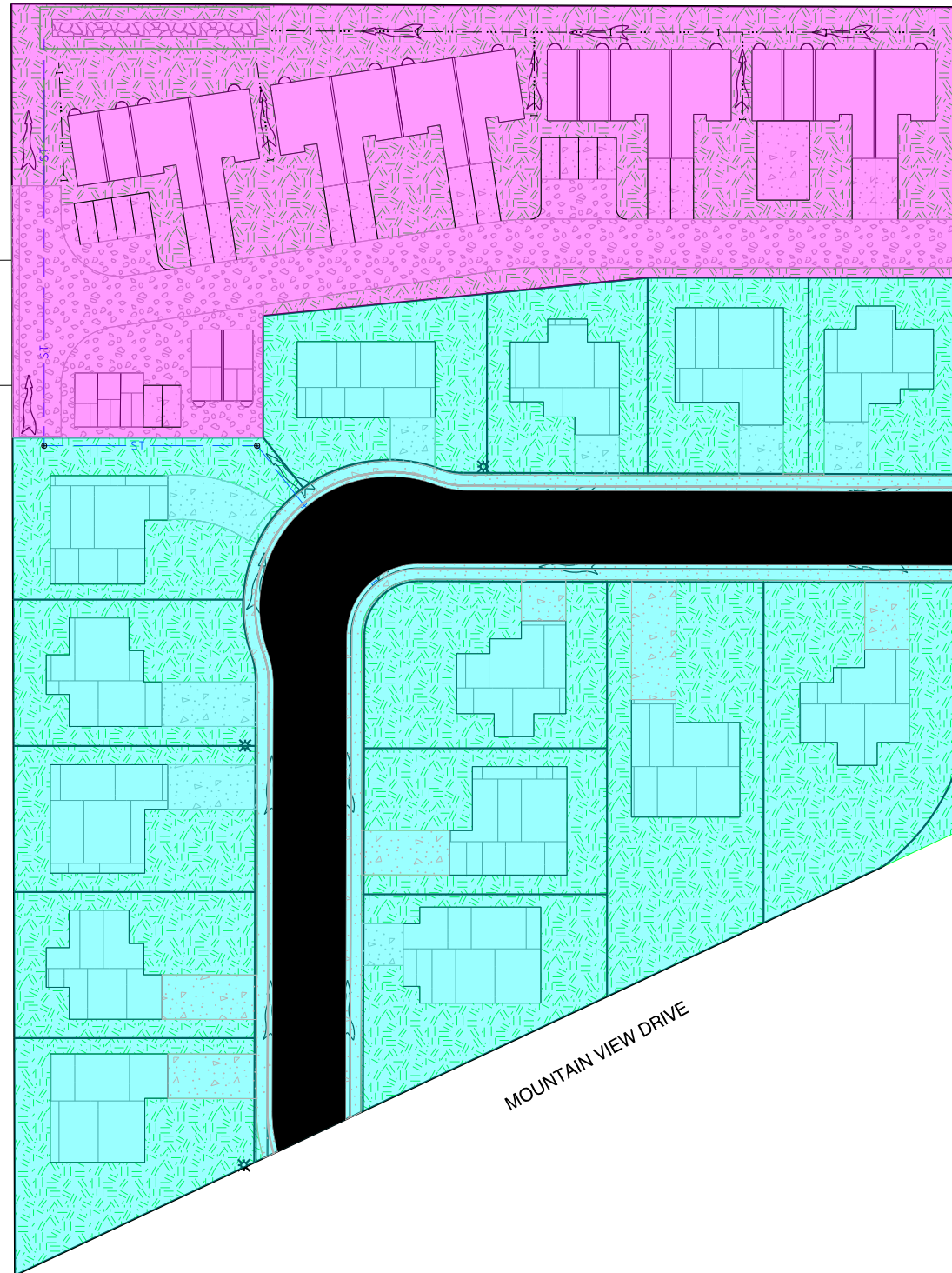
The storm drain system for this site will start by connecting two inlet structures located at the sag of the vertical curve for the street within the single-family lots. The pipe will run between Lots 5 and 6 and along the northern edge Lot 5. The pipe will then be routed north along the west edge of Lot 15 and end at the proposed drainage basin.

The storm water pipe will be 15-inch PVC pipe using the minimum standard pipe size required by the City of Cody Storm Water Management Policy. Modeling for a 100-year, 15-min storm was completed based a calculated flow rate of 7.68 cfs. At this flow rate, the depth of flow in the pipe would have a flow depth of 10 in. The pipe size is considered to be adequate as the flow rate used was based on the entire subdivision area. The pipe will only need to carry storm water from the single-family portion of the subdivision.



DRAINAGE BASIN SECTION DETAIL

HOLLER AVE



29TH STREET

MOUNTAIN VIEW DRIVE

LEGEND

- LANDSCAPE
- PAVED ROAD
- RESIDENTIAL UNIT (22 FT X 40 FT) W/ SINGLE CAR GARAGE
- CONCRETE SIDEWALK & CURB & GUTTER
- DRAINAGE MULTI-FAMILY
- DRAINAGE SINGLE-FAMILY
- DRAINAGE FLOW ARROW
- STORM DRAIN PIPE

REVISION		JOB NO. 2020-064
DATE	DESCRIPTION	
9/13/2021	PRELIMINARY PLANS	
		DRAWN BY: RWB
		CHECKED BY: DRS
		APPROVED BY: DRS

DRAINAGE PLAN

MOUNTAIN VIEW 29 SUBDIVISION
OWNER: MOUNTAIN VIEW 29, LLC

2824 BIG HORN AVE.
CODY, WY 82414
PHONE: (307) 527-0915
WWW.SAGECIVILENGINEERING.COM

