

CITY OF CODY
PLANNING, ZONING AND ADJUSTMENT BOARD AGENDA
MEETING OF TUESDAY, JANUARY 9, 2024 AT 12:00 P.M. (NOON)
CODY CITY HALL COUNCIL CHAMBERS, 1338 RUMSEY AVENUE, CODY, WY

1. Call the Meeting to order.
2. Roll Call, excused members.
3. Pledge of Allegiance.
4. Approval of the Agenda for the January 9, 2024 Regular Meeting.
5. Introduction of the Board members. City Council has appointed new Board members Kathryn Kyle and Sarah N. Miles to a 3-year term on the Planning, Zoning and Adjustment Board.
6. Elect a Chairperson and Vice-Chairperson for the 2024 Planning, Zoning, and Adjustment Board.
7. Approval of the Minutes for the December 19, 2023 Special Meeting.
8. New Business:
 - a. Review and recommend to City Council the final plat for the Sommer Minor Subdivision, a 2-lot subdivision of 2620 Carey Street.
 - b. Review and recommend to City Council the final plat and construction plans for the Meadowlark Meadows Subdivision, a 28-lot subdivision located approximately 500 feet north of Mountain View Drive, and which extends from 23rd Street to 26th Street.
9. P & Z Board Matters (announcements, comments, etc.)
10. Council Update
11. Staff Items
12. 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 Special Meeting
December 19, 2023

A regular meeting of the City of Cody Planning, Zoning and Adjustment Board was held in the Council Chambers of City Hall in Cody, Wyoming on Tuesday, December 19, 2023 at 12:00 p.m.

Carson Rowley called the meeting to order at 12:02 p.m.

Present: Carson Rowley; Ian Morrison; Kim Borer; Matt Moss; Council Liaison Andy Quick; City Attorney Scott Kolpitzke; City Planner Todd Stowell; GIS Analyst Utana Dye.

Absent: Josh White; Dan Schein; Eric Berg.

Carson Rowley led everyone in the pledge of allegiance.

Ian Morrison made a motion, seconded by Matt Moss to approve the agenda for the December 19, 2023 regular meeting with amendments to the agenda to move item c to item b, so the order would be a, c, b. Vote on the motion was unanimous, motion passed.

Ian Morrison made a motion, seconded by Kim Borer to approve the minutes for the November 28, 2023 Regular Meeting. Vote on the motion was unanimous, motion passed.

City Planner Todd Stowell presented to the Board the parking plan for 1922 Big Horn Avenue for Saint Luke Ukrainian-Greek Catholic Church.

Kim Borer made a motion, seconded by Ian Morrison to approve the parking plan for 1922 Big Horn Avenue, Saint Luke Ukrainian-Greek Catholic Church with the recommendations from the staff report. Vote on the motion was unanimous. Motion passed.

City Planner Todd Stowell presented to the Board the minimum lot size requirements for Accessory Dwelling Units with updated board discussion from November 28, 2023 meeting.

The Board directed staff to conduct the public notice and review process and send it to City council.

Ian Morrison recused himself from the discussion on the Sommer Minor Subdivision.

The Final plat for the Sommer Minor Subdivision will be put on the next agenda, due to not enough board members to vote on the item.

P&Z Board Matters (announcements, comment, etc.): This is the last meeting for Kim Borer and Eric Berg on the Board. Carson thanked the members for their service. There will be two new Board members for the new year.

Council Update: Mayor's task force on P&Z is meeting. They covered a range of topics at their first meeting and will meet again January 22.

Staff Items: Todd let the Board know about a ruling from the judge about the proposed temple, which denied the neighbor's request to submit additional evidence. The court review will be limited to what was presented to the Planning and Zoning Board.

Ian Morrison made a motion, seconded by Kim Borer to adjourn the meeting. Vote on the motion was unanimous. The meeting was adjourned at approximately 1:33 p.m.

Utana Dye

GIS Analyst

| CITY OF CODY PLANNING, ZONING AND ADJUSTMENT BOARD STAFF REPORT | | | |
|---|--|------------------------------|---|
| MEETING DATE: | DECEMBER 19, 2023 | TYPE OF ACTION NEEDED | |
| AGENDA ITEM: | | P&Z BOARD APPROVAL: | |
| SUBJECT: | FINAL PLAT FOR THE SOMMER MINOR SUBDIVISION—A 2-LOT SUBDIVISION. SUB 2023-03 | RECOMMENDATION TO COUNCIL: | X |
| PREPARED BY: | TODD STOWELL, CITY PLANNER | DISCUSSION ONLY: | |

PROJECT OVERVIEW

The proposed subdivision will divide an 8.95-acre parcel located at 2620 Carey Street into two lots. Lot 1 is 3.36 acres of vacant agricultural land. Lot 2 contains a house, outbuildings, and additional agricultural land. The property is zoned R-2 and Rural Residential (RR).



SUBDIVISION REGULATIONS

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

Subdivision Variances:

1. To waive the alley requirement.
2. To modify the street requirements for Carey Street as described in the staff report for the preliminary plat (install an 18' wide paved lane from Valley Avenue to Lot 2).

Status of Preliminary Plat Conditions:

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

1. Provide the final plat documents in accordance with the subdivision ordinance. A water distribution plan, which has been approved by Cody Canal, will need to be provided with the final plat.
Status: The water distribution plan has been approved by Cody Canal. The other final plat documents have been provided, with the exception of a construction plan for the Carey Street improvements. Due to the anticipated simplicity of the plan and that the applicant's engineer did not recognize it needed to be done at this time, we are proposing that the Planning and Zoning Board pass the subdivision along to City Council with the requirement that the construction plan be submitted and reviewed by Public Works before City Council considers the Board recommendation. The engineer anticipates completing the plans in about a week.
2. The water tap fee for Lot 1 and the electrical estimate to move the power pole are to be paid before the final plat is recorded.
Status: The electrical estimate has been paid and the new power pole has been set. Once cable gets off the old pole it can be removed. The water tap fee is still outstanding and will need to be paid prior to the mayor signing the final plat.
3. Provide a 10-foot-wide utility easement for the existing power line across the lower field.
Status: Shown on plat.
4. Installation of the sewer service, domestic water service, power, and desired 3rd party utilities (gas and telecommunications) to the building site on Lot 1 is to occur in conjunction with development of Lot 1.
Status: Noted. Required in conjunction with development of Lot 1.
5. Add a note to the plat that due to the distance from a fire hydrant and the steepness of the driveway to Lot 1, the house on Lot 1 will need to be provided with a fire sprinkler system, as a condition of the fire code variances authorized by the fire marshal.
Status: the note is included on the final plat (#3).
6. Add a note that any outstanding subdivision improvements must be completed prior to or in conjunction with development of Lot 1, and to see the Community Development Department for details.
Status: The note is included on the final plat (#2).

Other:

The final plat needs the following edits:

- a) With the change of ownership to a trust, verify the signatories.
- b) In the legend, remove the word "parcel" from "Easement parcel created his plat".

RECOMMENDATION:

It is recommended that the Planning and Zoning Board recommend to City Council the approval of the Sommer Minor Subdivision final plat, subject to the following conditions:

1. Provide a copy of the construction plans for the Carey Street improvements for Public Works review and approval prior to consideration of the final plat by City Council.
2. Prior to the mayor signing the final plat complete the edits to the final plat, including any change after verifying the signatories, and removing the word "parcel" from "Easement parcel created his plat" in the legend.
3. Prior to the mayor signing the final plat, pay the domestic water tap fee for Lot 1.
4. Prior to or in conjunction with issuance of a building permit for Lot 1:
 - a) Complete the Carey Street improvements (18' paved lane from Valley Avenue to the northwest corner of Lot 2) and install the sewer service, domestic water service, power, and desired 3rd party utilities (gas and telecommunications) to the building site on Lot 1. The old power pole and guy wire at the top of the hill must be removed as well (awaiting relocation of the cable service).
 - b) Have the engineer perform the inspections of the Carey Street improvements as required so that upon completion of the street improvements there can be provided the engineer's certification, developer's one-year warranty on the improvement, and other information as necessary to comply with Section 11-5-1(A) of the subdivision ordinance.
5. Upon completion of the Carey Street paved lane improvement and prior to its acceptance by the City, provide a summary to the City finance officer of the value of the street for contributed capital purposes.

ATTACHMENTS:

Final Plat

NOTES

- BEARINGS ARE BASED ON THE CITY OF CODY COORDINATE SYSTEM, WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM NAD83 WEST CENTRAL ZONE.
- OUTSTANDING SUBDIVISION IMPROVEMENTS MUST BE COMPLETED PRIOR TO OR IN CONJUNCTION WITH ISSUANCE OF ANY BUILDING PERMIT FOR CONSTRUCTION ON LOT 1. CONTACT THE COMMUNITY DEVELOPMENT DEPARTMENT AT CITY HALL FOR INFORMATION.
- DUE TO THE DISTANCE FROM THE CLOSEST FIRE HYDRANT AND THE STEEPNESS OF THE DRIVEWAY, LOT 1 WILL BE REQUIRED TO INSTALL A FIRE SUPPRESSION SYSTEM AUTHORIZED AND APPROVED BY THE FIRE MARSHALL.

CERTIFICATE OF OWNER

STATE OF WYOMING }
COUNTY OF PARK } SS.

KNOW ALL MEN BY THESE PRESENTS THAT I/WE, THE UNDERSIGNED, HEREBY CERTIFY THAT I/WE ARE OWNERS, LEIGH S. SOMMER LIVING TRUST, DATED MARCH 6, 2019, AND PROPRIETORS OF SAID PARCEL DESCRIBED IN WARRANTY DEED DOCUMENT #2023-2399 ACCORDING TO THE RECORDS OF THE COUNTY CLERK AND RECORDER OF PARK COUNTY, STATE OF WYOMING, AS EVIDENCED BY THAT WARRANTY DEED RECORDED AS DOCUMENT #2023-2399 IN SAID CLERK AND RECORDER'S OFFICE;

THAT WE HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND PLATTED AS SHOWN HEREON AS THE SOMMER MINOR SUBDIVISION LOCATED WITHIN THE CITY OF CODY; THAT THE SUBDIVISION AS APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS; THAT WE HEREBY DEDICATE THE EASEMENTS LABELED HEREON TO THE USES SO NOTED; THAT SAID LANDS ARE SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY AND MINERAL RIGHTS OR RESERVATIONS ON RECORD.

LEIGH S. SOMMER
TRUSTEE

KERI SOMMER
TRUSTEE

STATE OF WYOMING }
COUNTY OF PARK } SS.

THE FOREGOING CERTIFICATE OF OWNER WAS ACKNOWLEDGED BEFORE ME BY LEIGH S. SOMMER & KERI SOMMER, OF THE LEIGH S. SOMMER LIVING TRUST, DATED MARCH 6, 2019.

THIS _____ DAY OF _____, 2024, WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

I, CODY A. SCHWITZ, OF ENGINEERING ASSOCIATES, IN CODY, WYOMING, A DULY REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED USING DOCUMENTS ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK AND FROM NOTES TAKEN DURING ACTUAL SURVEYS PERFORMED BY ME AND UNDER MY SUPERVISION IN MAY AND NOVEMBER, 2023; AND, THAT TO MY KNOWLEDGE, THIS MAP SHOWS THE SITUATION ON THE GROUND AT THE TIME OF ITS PREPARATION.



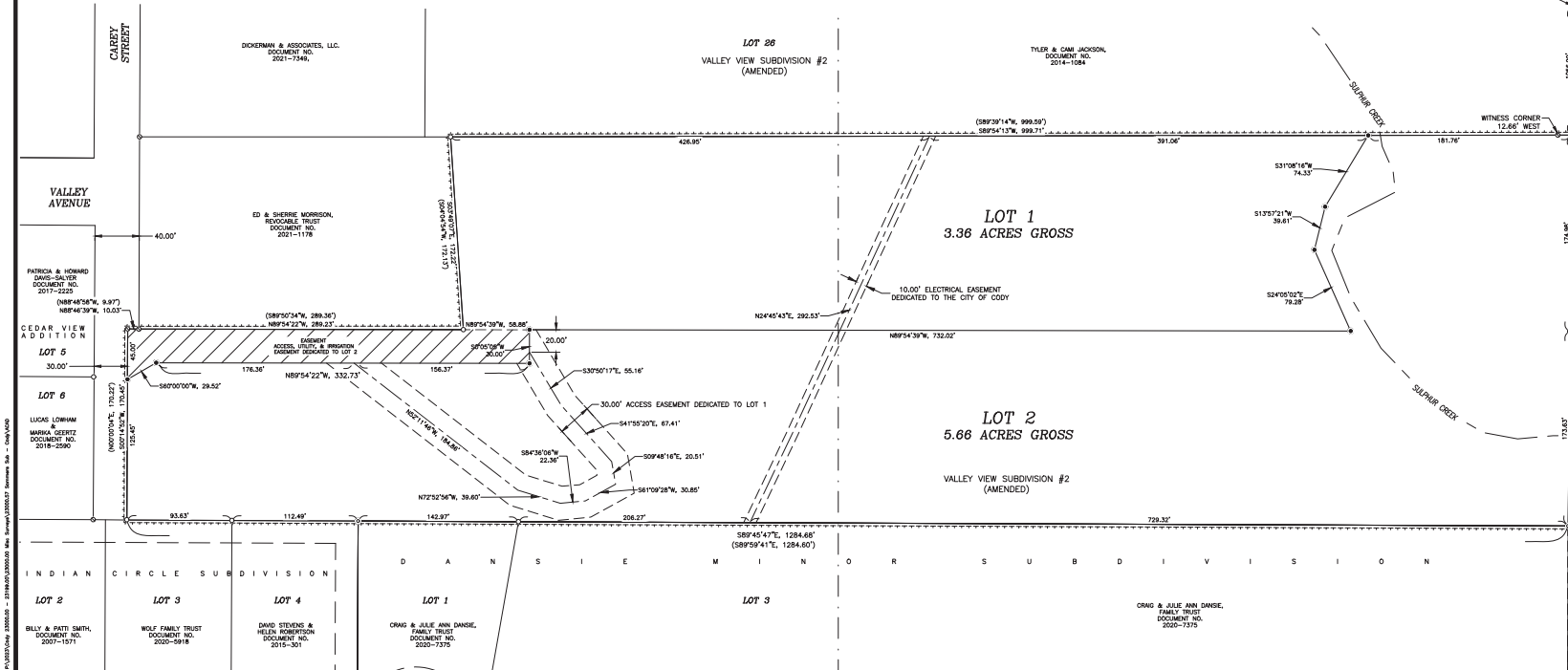
LEGEND

- SET 2" ALUMINUM CAP ON 5/8"x24" REBAR
- FOUND 3.5" DIA. BRASS CAP
- FOUND 1 OR 2" DIA. ALUMINUM CAP
- FOUND 3/4" IRON ROD / PIPE

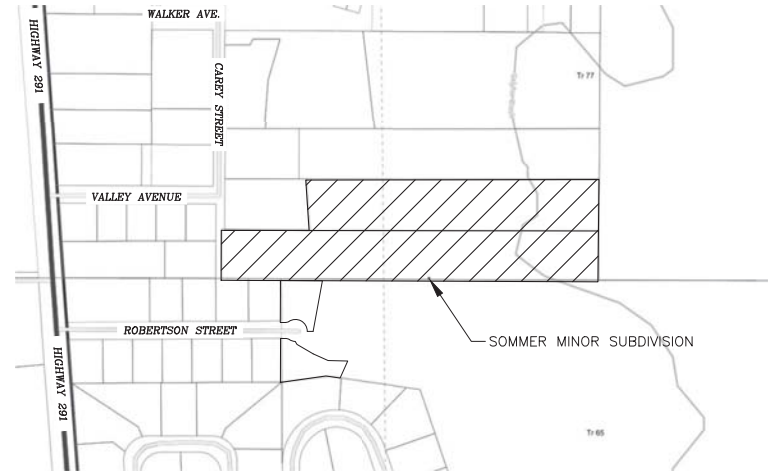
SUBDIVISION BOUNDARY
SUBDIVISION LOT LINES
EXISTING EASEMENT
EASEMENTS CREATED THIS PLAT
EASEMENT PARCEL CREATED THIS PLAT

SBP54°13'W, 999.77' DIMENSIONS THIS SURVEY

() RECORD DIMENSIONS FROM RECORD OF SURVEY 1-67' IN PARENTHESES



RESURVEY T.53N., R.101W.
CITY OF CODY



VICINITY MAP

0 100 200 400
SCALE (FT)

CLERK AND RECORDER ACCEPTANCE

THIS PLAT WAS ACCEPTED IN THE OFFICE OF THE CLERK AND RECORDER, PARK COUNTY, WYOMING, AT _____ O'CLOCK _____ M. ON THIS _____ DAY OF _____, 2024, FILED FOR RECORDING IN BOOK OR PLAT CABINET _____ AT PAGE _____ AND RECORDED AS COMPUTER RECORD DOCUMENT NUMBER _____

PARK COUNTY CLERK

BY: _____ DEPUTY.

CITY PLANNING AND ZONING BOARD

RECOMMENDED FOR APPROVAL AS OF _____ DAY OF _____, 2024 BY THE CITY PLANNING AND ZONING BOARD OF CODY, WYOMING.

CHAIRMAN

CITY COUNCIL APPROVAL

APPROVED AS OF _____ DAY OF _____, 2024 BY THE CITY COUNCIL OF CODY, WYOMING.

MAYOR - MATT HALL

ATTEST: CHADY BAKER
ADMINISTRATIVE SERVICES OFFICER

PLAT SHOWING - SOMMER MINOR SUBDIVISION

LOCATED WITHIN
LOT 27 & 28
VALLEY VIEW SUBDIVISION NO. 2 (AMENDED)
LOT 77
RESURVEY T.52N., R.102W., 6TH P.M.,
CITY OF CODY, PARK COUNTY, WYOMING

PREPARED FOR: LEIGH & KERI SOMMER
2620 CAREY STREET
CODY, WY 82414

PREPARED BY: ENGINEERING ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
P.O. BOX 1900
CODY, WYOMING 82414



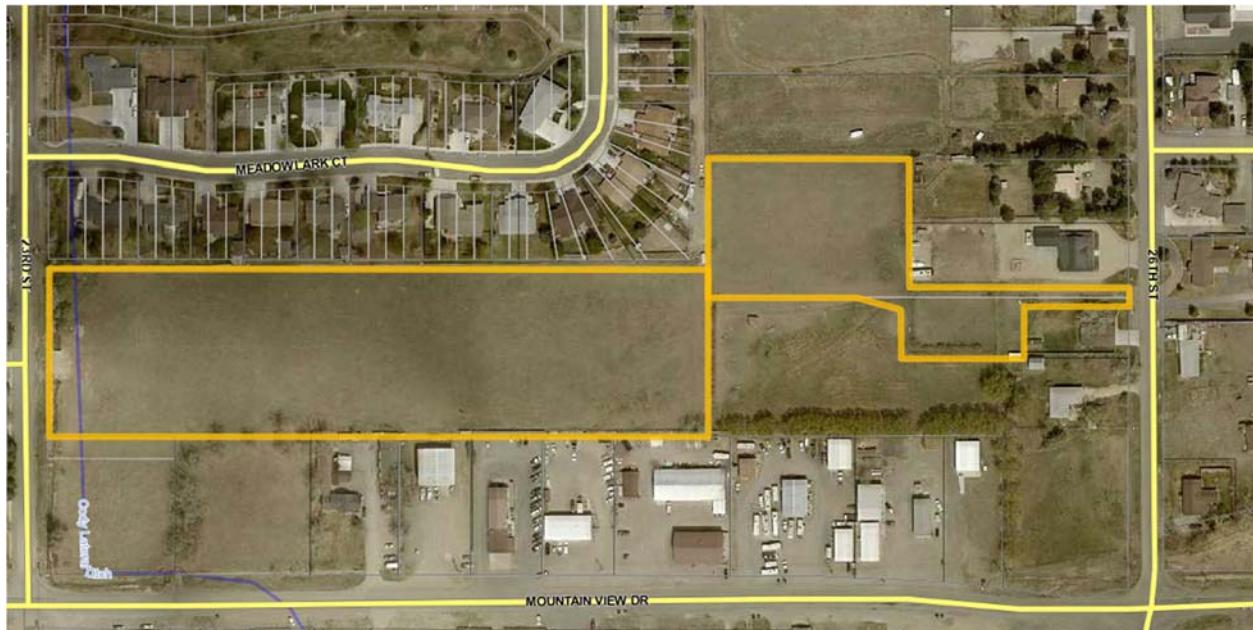
JOB NO. 23000.57
12/14/2023
BOOK NO. 593
23000.57 Sommers Sub

**CITY OF CODY
PLANNING, ZONING AND ADJUSTMENT BOARD
STAFF REPORT**

| | | | |
|----------------------|--|------------------------------|---|
| MEETING DATE: | JANUARY 9, 2024 | TYPE OF ACTION NEEDED | |
| AGENDA ITEM: | | P&Z BOARD APPROVAL: | |
| SUBJECT: | FINAL PLAT AND CONSTRUCTION PLANS FOR THE MEADOWLARK MEADOWS SUBDIVISION—A 28-LOT SUBDIVISION. SUB 2022-07 | RECOMMENDATION TO COUNCIL: | X |
| PREPARED BY: | TODD STOWELL, CITY PLANNER | DISCUSSION ONLY: | |

PROJECT OVERVIEW

Meadowlark Meadows, LLC has submitted the final plat application and construction plans for their 28-lot subdivision identified as the Meadowlark Meadows Major Subdivision. The property is located approximately 500 feet north of Mountain View Drive, and extends from 23rd Street to 26th Street. Lots 1-24 are located in a Residential R-2 zone, while Lots 25-28 are in a Residential R-3 zone.



SUBDIVISION REGULATIONS

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

Subdivision Variances:

1. To allow use of the master plan street section and corresponding reduction in right-of-way width for Songbird Court.

2. To allow the street section, right-of-way width, and cul-de-sac length as proposed on the preliminary plat drawing for Singing Lark Court, on the condition that no more than 18 dwelling units utilize the street for access while it remains a dead-end street—this subdivision is entitled to fourteen of those dwelling units.
3. To allow the extended cul-de-sac length proposed for Songbird Court, on the condition that no more than 30 dwelling units be served by Songbird Court, unless more are authorized by the fire marshal.
4. To allow a 100-foot curvature radius on the internal street. (May be further reduced based on construction plans.)
5. To waive the alley requirement, and any improvements to the existing alley.
6. To waive the block length requirement.
7. To waive burying (piping) of the canal along the west end of the subdivision.
8. To allow a delay in the installation of the curb, gutter, and sidewalk and related asphalt along 23rd Street, contingent upon development of an agreement with the City to ensure the installation of those improvements at a reasonable time in the future.

According to 11-3-3 of the subdivision ordinance, the subdivider is to present the final plat and all supplemental materials required according to the subdivision regulations. After an initial review of the materials by staff, the Board is to verify that:

Design of the final plat ...conform[s] to the approved preliminary plat and ...include[s] all changes specified thereon. The commission [P&Z Board] will review the final plat and its attached supplemental materials and make a recommendation of approval, conditional approval or disapproval to the council. When taking action on a proposed plat, the written comments of the utility companies will be reviewed and considered along with comments from any other outside agencies and interested parties. Upon completion of the review, the commission will recommend approval, conditional approval or disapproval of the plat to the council.

The “supplemental materials” mentioned are listed in that same section of code and include the following. The status of each is noted.

Information on surface water (irrigation):

Status: The applicant originally proposed to transfer the surface water rights to the City of Cody. The State Board of Control office indicated concern with the water rights going to the City, as the water rights would not be put to immediate use due to the amount of surface water rights the City already holds. Because of this, Public Works and Cody Canal have given their permission for the transfer to go to a third party. The application to authorize the detachment of water rights from the property has already been accepted and approved by the State Board of Control.

Construction plans and specifications that carry the stamp, seal or signature of every agency or company that will be affected by said development and which should have reviewed said plans and specifications;

Signatures lines are provided on the plans, but the utility company signatures remain to be obtained. In practice, utility company signatures are obtained after the City reviews the plans, but before the mayor signs the final plat.

Utility company letters or agreements from all concerned utility companies (e.g. telephone, cable TV, gas, electrical, irrigation districts, Wyoming highway department, water, sewer, etc.) that clearly define how the utilities will be installed;

Status: The utility companies applicable to this project are telecommunications, natural gas, and City electric, sewer, water, and raw water. City utilities are coordinated and Black Hills Energy, TCT, and Bresnan/Charter are aware of the project and capable of serving the lots. However, the outside utility providers do not have installation agreements with the developer yet. This is typically the case at the time of final plat review. In practice, installation agreements are not entered into until the utility is about ready to be installed. It is proposed that this requirement be covered by a condition that the agreements be provided no later than at the time of the pre-construction meeting.

Covenants for provisions for the perpetual care and maintenance of those portions of the subdivision which are to be of common use or ownership; and,

Status: Covenants have been provided for maintenance of the stormwater infiltration facilities by the homeowners.

Evidence of ownership. Status: Met.

Status of Preliminary Plat Conditions:

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

1. No more than 18 dwelling units shall utilize Singing Lark Court for primary access while it remains a dead-end street—this subdivision is entitled to fourteen of those dwelling units. The property to the south of the cul-de-sac is entitled to three of those dwelling units and the property to the north of the straight section of street is entitled to one of those dwelling units. If Singing Lark Court is looped as a public street back to 26th Street or Mountain View Drive, these restrictions will no longer apply. Add a note to the final plat to this effect.

Status: The note is included on the final plat (#6).

2. No more than 30 dwelling units may be served by Songbird Court, unless otherwise authorized by the fire marshal. Add a note to the final plat to this effect.

Status: The final plans have incorporated an emergency vehicle connection between the two cul-de-sacs. The fire marshal has indicated that this connection eliminates the need for this restriction on the number of dwelling units.

3. The cash-in-lieu-of-public-use-area amount may be reduced by the value of the sidewalk/pathway connecting the two cul-de-sacs, and if right-of-way is provided for the wet utilities in that corridor, by the assessed land value of the land in that right-of-way.

Status: The cash-in-lieu-of-public-use-area will need to be paid before the mayor signs the final plat. The initial amount assessed was \$28,517. The estimated cost of the sidewalk/pathway connecting the two cul-de-sacs has been calculated to be \$10,932.00 and value of the land being dedicated in the right-of-way corridor between the cul-de-sacs is \$8,841.00 (based on 7,582 sq. ft. at the average rate used to calculate the original cash-in-lieu amount). This reduces the cash-in-lieu fee to \$8,744.00. The fee will need to be paid before the mayor signs the final plat.

4. Finalize the cost-sharing agreement for the raw water system no later than with the final plat.

Status: The agreement is being developed and will be presented to City Council with the final plat.

5. Work with public works to minimize the jog effect on Singing Lark Court (pull back SW corner of Lot 24?).

Status: Met. The jog effect is significantly reduced.

6. Provide a development agreement relating to the improvement of the 23rd Street frontage (34' total pavement width, curb, gutter, and sidewalk) that commits either the developer and/or the lot owners to participate in the construction of those improvements upon a specified trigger (e.g. upon a specified date, upon sale of ____ lots, upon issuance of the ____th building permit, in coordination with construction of the same on lots to the north or south). The terms of the development agreement will be considered in conjunction with the final plat review.

Status: The above condition was left somewhat vague by the City Council, to allow for further discussion between the City and developer. The developer has since voluntarily offered to contribute the estimated cost of those improvements to the City up front, with the City completing the work in the future in conjunction with other street work in the immediate area. The applicant's engineer has calculated the estimated cost to be \$17,710.00, which appears accurate. The contribution will be paid before the mayor signs the final plat.

7. Work with the City on the development of the stormwater plan and easements to comply with the direction noted in the staff report (no lot lines down easements, separation from foundations, coordination with utilities.)

Status: Met. The stormwater design now utilizes less infiltration facilities, utilizing a more advanced infiltration method. Easement dimensions extend a few feet beyond the infiltration structures, as a precaution against structures experiencing groundwater impacts, while additional necessary precautions should be taken during construction.

8. A maintenance agreement and/or homeowner's association shall be established for maintenance of the storm water infiltration facilities (trench). Submit the proposed document(s) with the final plat.

Status: The agreements and associated declarations have been drafted and reviewed. They are acceptable as to form, and will be executed and recorded with the final plat. The agreements set up two separate associations—one for the stormwater facilities in the Songbird Court portion of the development and the other for the Singing Lark Court portion.

9. Incorporate the nine requested edits to the plat map noted in the staff report.

Status: Met, with the exception of adding the recording information for the off-site irrigation easement. That easement is yet to be recorded. It will be recorded prior to final plat, and referenced on the final plat.

10. The raw water easement on Lot 16 can be reduced to 15 feet, with the pipe offset five feet from the east and south property lines.

Status: Met.

11. Reflect the five "Miscellaneous Items" noted in the staff report in the construction plans.

Status: Met.

12. As the preliminary plat did not show fire hydrants or the individual utility services, continue to coordinate their locations with the City.

Status: Met. Hydrants and individual services are now shown on the plans, in acceptable locations.

13. Work with the Electric Division to finalize the electrical layout. *(Note: Lead time for equipment is currently very long. The sooner the layout can be finalized, the sooner we can invoice and order materials.)*

Status: Met.

14. The applicant will need to contact the post office for mail box location(s). The final location must be authorized by both the Post Office and City.

Status: Met. The community mailboxes will be located in front of Lots 18 and 20.

15. Address the small McMillin irrigation ditch. Any portion remaining in the subdivision is to be piped.

Status: Shown on plans. Public Works is asking for access ports to be added to the pipe at the street crossing for cleanout purposes. The access ports are a recommended condition.

16. The process to transfer the surface water rights to the City must comply with state statute 15-1-415(e), which relates to timing of submitting the application to the state. Authorization from Cody Canal to detach the water rights is part of the process as well.

Status: Met, except the water rights will be transferred to a third party, rather than to the City of Cody, due to resistance by the state Board of Control. The authorization to detach water rights (ADWR) has been approved by the Board of Control.

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

Status: The application and construction documents have been reviewed and to the best of our knowledge meet applicable standards, with the possible exception of the sizing of the infiltration facilities. Public Works and the applicant's engineer are still having some discussion on the assumptions used in the stormwater analysis, which may affect the sizing of the infiltration facilities. It is hoped that that will be worked out before the Planning and Zoning Board meeting, but will definitely be needed before City council review.

RECOMMENDATION:

It is recommended that the Planning and Zoning Board recommend to City Council the approval of the Meadowlark Meadows Subdivision final plat and construction plans, subject to the following conditions. In addition, it is now recommended that the Council grant an additional variance to allow the surface water rights to be transferred to a 3rd party, rather than to the City of Cody, due to the position of the Board of Control.

Prior to consideration of the application by the City Council:

1. Satisfy Public Works as to the sizing of the stormwater facilities, and if the facilities are expanded increase the accompanying easements on the plat accordingly.
2. Update Sheet 17 of the plans to provide clean-out access ports on the irrigation pipe to each side of Singing Lark Court.
3. Work with Public Works to provide the raw water cost-sharing agreement document for Council consideration.

Prior to the mayor signing the final plat:

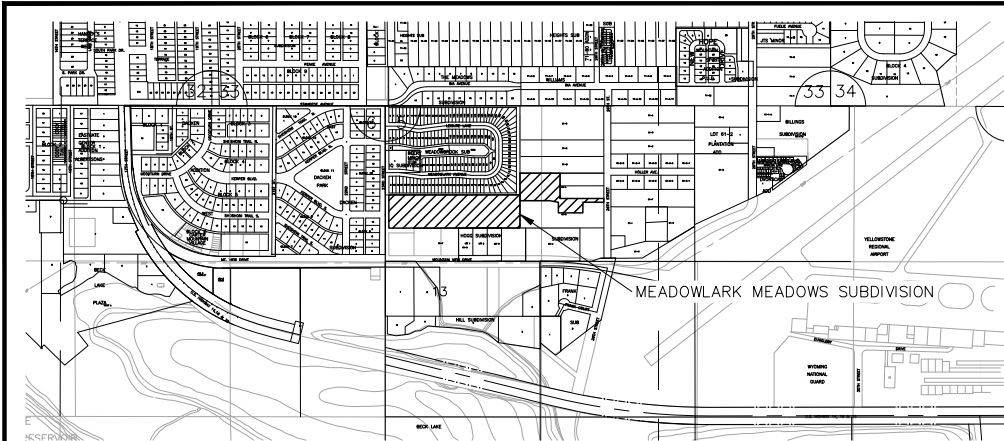
4. Record the off-site irrigation easement and note the recording information on the final plat.
5. Provide a copy of the construction plans with approval signatures of the 3rd party utility providers (BHE, TCT and Charter) and the electric division.
6. Pay to the City the reduced cash-in-lieu-of-public-use-area fee in the amount of \$8,744.00.
7. Pay to the City the estimated cost of the 23rd Street frontage improvements in the amount of \$17,710.00.
8. Pay applicable utility fees (electrical estimate, tap fees for domestic water and raw water).

Other:

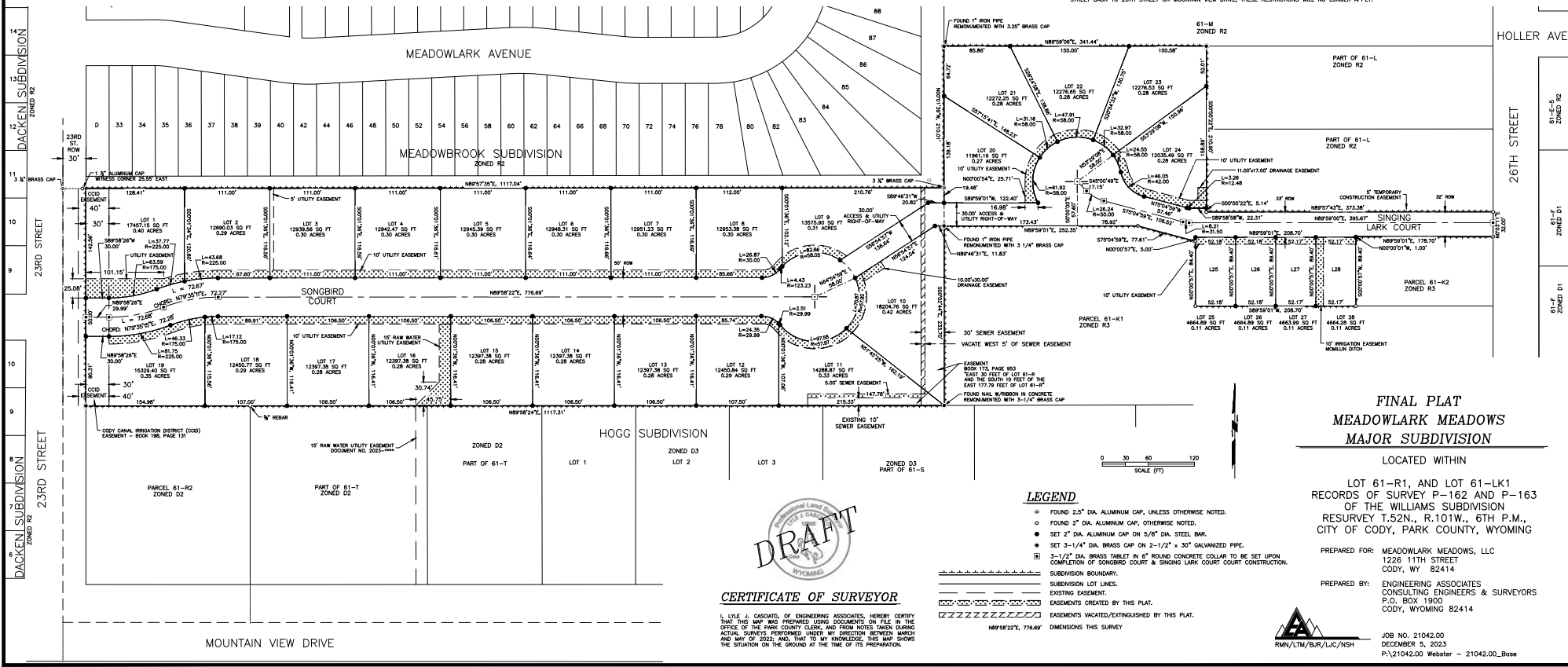
9. The maintenance agreements for the stormwater facilities are to be recorded at the time the final plat is recorded.
10. The utility installation agreements with the 3rd party utility providers are to be provided no later than at the time of the pre-construction meeting.
11. Install the pathway/emergency vehicle connection between Songbird Court and Singing Lark Court upon completion of both streets. (Phasing may occur to allow development to commence on one of the streets before the other is completed.)
12. Perform the construction and inspections as required so that upon completion of the improvements there can be provided the engineer's certification, the developer's one-year warranty on the improvements, and other information as necessary to comply with Section 11-5-1(A) of the subdivision ordinance.
13. Upon completion of the subdivision improvements, provide a summary to the City finance officer of the value of each of the public improvements by general category (street, sewer, water, power) for contributed capital accounting purposes.

ATTACHMENTS:

Final Plat
Construction Plans
Maintenance Agreements
Drainage Report
Board of Control letter



VICINITY MAP
1" = 150'



CLERK AND RECORDER ACCEPTANCE

THIS PLAT WAS ACCEPTED IN THE OFFICE OF THE CLERK AND RECORDER, PARK COUNTY, WYOMING, AT _____ O'CLOCK A.M. ON THIS _____ DAY OF _____, 2023, FILED FOR RECORDING IN BOOK OR PLAT CABINET _____ AT PAGE _____ AND RECORDED AS COMPUTER RECORD DOCUMENT NUMBER _____

PARK COUNTY CLERK
BY: _____ DEPUTY.

CITY PLANNING AND ZONING BOARD

RECOMMENDED FOR APPROVAL AS OF _____ DAY OF _____, 2023
BY THE CITY PLANNING AND ZONING BOARD OF CODY, WYOMING.

CHAIRMAN

CITY COUNCIL APPROVAL

APPROVED AS OF _____ DAY OF _____, 2023 BY THE CITY COUNCIL OF CODY, WYOMING.

MAYOR - MATT HALL

ATTEST: CINDY BAKER
ADMINISTRATIVE SERVICES OFFICER

CERTIFICATE OF OWNER

STATE OF WYOMING }
COUNTY OF PARK } SS.
KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE OWNER AND PROPRIETOR OF THE LANDS SHOWN HEREON, AS RECORDED IN THE PARK COUNTY CLERK'S OFFICE IN DOCUMENTS 2022-2044, 2022-3770, 2022-3786, 2022-2046, & 2022-3831; THAT I HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND PLATTED AS SHOWN HEREON AS THE MEADOWLARK MEADOWS MAJOR SUBDIVISION LOCATED WITHIN THE CITY OF CODY; THAT THE SUBDIVISION AS APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR; THAT I HEREBY DEDICATE SINGING LARK COURT, SONGBIRD COURT, AND THE 50.00' ACCESS AND UTILITY RIGHT-OF-WAY TO THE CITY OF CODY AS A PUBLIC RIGHT-OF-WAY, THAT ALL UTILITY EASEMENTS ARE DEDICATED FOR PUBLIC USE, AND FOR ALL OTHER EASEMENTS LABELED HEREON ARE DEDICATED FOR THE USES SO NOTED; AND DOES HEREBY VACATE THE 5' CITY OF CODY SEWER EASEMENTS AS NOTED HEREON; THAT SAID LANDS ARE SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY AND MINERAL RIGHTS OR RESERVATIONS ON RECORD.

C. EDWARD WEBSTER II, MANAGER
MEADOWLARK MEADOWS, LLC

STATE OF WYOMING }
COUNTY OF PARK } SS.
THE FOREGOING CERTIFICATE OF OWNER WAS ACKNOWLEDGED BEFORE ME BY C. EDWARD WEBSTER II THIS _____ DAY OF _____, 20____, WITNESS MY HAND AND OFFICIAL SEAL.
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

NOTES

1. BEARINGS ARE BASED ON THE CITY OF CODY COORDINATE SYSTEM, WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM NAD83 WEST CENTRAL ZONE.
2. TOTAL SUBDIVISION ACREAGE: 9.82 ACRES
3. THERE ARE NO AREAS SUBJECT TO FLOODING OR WETLANDS.
4. LOTS 1-24 ARE ZONED MEDIUM-LOW DENSITY RESIDENTIAL (R2) AND LOTS 25-28 ARE ZONED MEDIUM-HIGH RESIDENTIAL (R3).
5. NO R3 ZONED LOTS DESIGNATED FOR MULTIFAMILY DWELLINGS.
6. NO STREET PARKING ON SINGING LARK COURT EXCEPT IN CUL-DE-SAC.
7. WATER RIGHTS UNDER CODY CANAL IRRIGATION DISTRICT (COD) TO BE DETACHED & TRANSFERRED TO OTHER LANDOWNERS IN COD.
8. NO MORE THAN 18 DWELLING UNITS SHALL UTILIZE SINGING LARK COURT FOR PRIMARY ACCESS WHILE IT REMAINS A DEAD-END STREET--THIS SUBDIVISION IS ENTITLED TO FOURTEEN OF THOSE DWELLING UNITS. THE PROPERTY TO THE SOUTH OF THE CUL-DE-SAC IS ENTITLED TO THREE OF THOSE DWELLING UNITS AND THE PROPERTY TO THE NORTH OF THE STRAIGHT SECTION OF STREET IS ENTITLED TO ONE OF THOSE DWELLING UNITS. IF SINGING LARK COURT IS LOOKED AS A PUBLIC STREET BACK TO 28TH STREET OR MOUNTAIN VIEW DRIVE, THESE RESTRICTIONS WILL NO LONGER APPLY.

**FINAL PLAT
MEADOWLARK MEADOWS
MAJOR SUBDIVISION**

LOCATED WITHIN

LOT 61-R1, AND LOT 61-LK1
RECORDS OF SURVEY P-162 AND P-163
OF THE WILLIAMS SUBDIVISION
RESURVEY 1.52N, R.101W, 6TH P.M.,
CITY OF CODY, PARK COUNTY, WYOMING

PREPARED FOR: MEADOWLARK MEADOWS, LLC
1226 11TH STREET
CODY, WY 82414

PREPARED BY: ENGINEERING ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
P.O. BOX 1900
CODY, WYOMING 82414



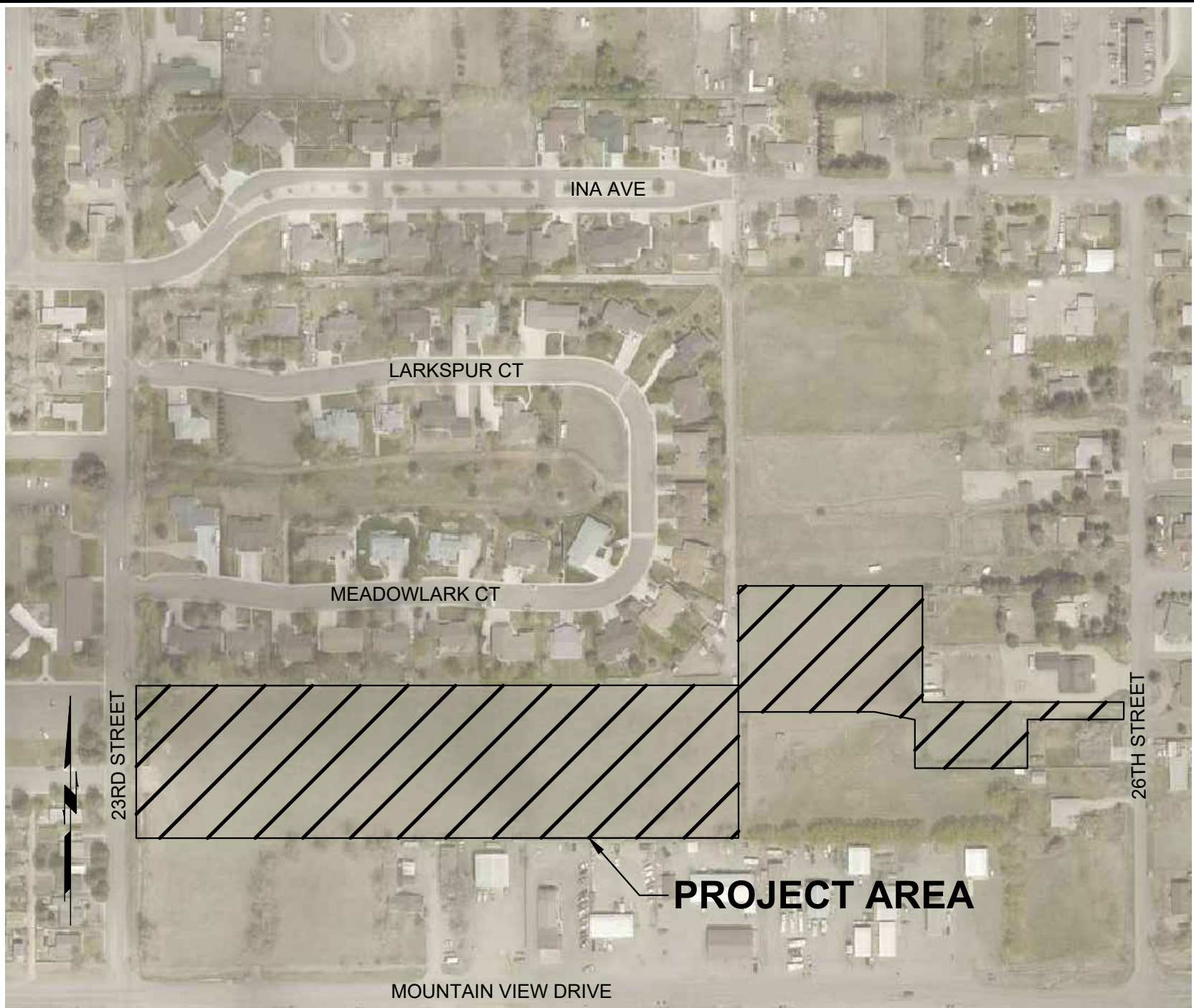
JOB NO. 21042.00
DECEMBER 5, 2023
P:\21042.00 Webster - 21042.00_Base

CERTIFICATE OF SURVEYOR

I, LYLE J. CASCADINO, OF ENGINEERING ASSOCIATES, HEREBY CERTIFY THAT THIS MAP WAS PREPARED USING DOCUMENTS ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK, AND FROM NOTES TAKEN DURING ACTUAL SURVEYS PERFORMED UNDER MY DIRECTION, BETWEEN MARCH AND MAY 2022, AND THAT THE 10' WY MONUMENTAL BENCH MARKS THE SITUATION ON THE GROUND AT THE TIME OF ITS PREPARATION.



MEADOWLARK MEADOWS MAJOR SUBDIVISION ROADWAY, TREATED WATER, RAW WATER, & SANITARY SEWER EXTENSIONS FOR MEADOWLARK MEADOWS, LLC, CODY, WY



VICINITY MAP
SCALE: 1" = 250'

NATURAL GAS PLAN ACCEPTED AND APPROVED FOR UTILITY
PURPOSES BY: BLACK HILLS ENERGY

ELECTRICAL PLAN ACCEPTED AND APPROVED FOR UTILITY
PURPOSES BY: CITY OF CODY ELECTRICAL DEPARTMENT

TELECOMMUNICATON PLAN ACCEPTED AND APPROVED FOR UTILITY
PURPOSES BY: _____

NOTE: ALL WORK TO BE COMPLETED IN ACCORDANCE WITH LATEST
EDITION OF WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS
AND CITY OF CODY STANDARDS.

DRAWING INDEX

| Sheet Number | Sheet Title |
|--------------|---|
| 1 | TITLE SHEET |
| 2 | LEGEND |
| 3 | PLAN UTILITES MAP |
| 4 – 5 | PLAN & PROFILE – SONGBIRD COURT ROADWAY |
| 6 | PLAN & PROFILE – SINGING LARK COURT ROADWAY |
| 7 – 9 | PLAN & PROFILE – TREATED WATER |
| 10 – 12 | PLAN & PROFILE – SANITARY SEWER |
| 13 – 16 | PLAN & PROFILE – RAW WATER |
| 17 | MCMILLAN DITCH PLAN & DETAILS |
| 18 | DETAILS – ROADWAY |
| 19 | DETAILS – TREATED WATER |
| 20 | DETAILS – SANITARY SEWER |
| 21 | DETAILS – STORMWATER |
| 22 | DETAILS – RAW WATER |

PLAN REVIEW

| DATE | DRAWING LOG | BY | CHECKED | APPROVED |
|----------|------------------|------|---------|----------|
| 01/04/24 | SUBMITTAL EDITS | NSH | BJR | BJR |
| 12/05/23 | SUBMITTAL EDITS | NSH | BJR | BJR |
| 11/20/23 | SUBMITTAL EDITS | HNM | BJR | BJR |
| 01/13/23 | ORIGINAL DRAWING | IKSM | IKSM | IKSM |

DRAWN BY: IKSM
JOB NO. 21042.00
FIELD BOOK NO. 593



ENGINEERING ASSOCIATES – CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:
MEADOWLARK MEADOWS LLC.

PROJECT: **MEADOWLARK MEADOWS SUBDIVISION**
TITLE: TITLE SHEET

SHEET
1 OF 22

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LEGEND

| | |
|--|-----------------------------|
| | SUBJECT PROPERTY LINE |
| | OVERHEAD ELECTRICAL LINE |
| | BURIED TELEPHONE LINE |
| | BURIED POWER |
| | BURIED TREATED WATER LINE |
| | BURIED SANITARY SEWER LINE |
| | BURIED GAS LINE |
| | BURIED FIBER OPTIC |
| | BURIED RAW WATER |
| | EDGE OF ASPHALT SURFACE |
| | CURB/GUTTER & SIDEWALK |
| | FENCE |
| | ASPHALT |
| | DIRT ROAD/GRAVEL |
| | RIVER ROCK |
| | EXISTING EASEMENT LINE |
| | CONCRETE |
| | LANDSCAPE |
| | EXISTING DITCH FLOW LINE |
| | MAJOR & MINOR CONTOUR LINES |
| | GAS SERVICE |
| | ELECTRICAL SERVICE |
| | CATV/TEL SERVICE |
| | LIGHT POLE |
| | DIRECTIONAL FLOW |
| | POWER POLE |
| | TREATED WATER VALVE |
| | SANITARY SEWER MANHOLE |
| | FIRE HYDRANT |
| | FIBER OPTIC VAULT |
| | POWER TRANSFORMER |
| | MAG NAIL |
| | EXISTING TREE |
| | GEO-TECH BORE |
| | FOUND BRASS CAP |
| | FOUND IRON PIPE |
| | FOUND ALUMINUM CAP MONUMENT |

NOTE:
ALL SERVICES TO BE DISCONNECTED AT
CONNECTIONS TO EXISTING MAIN LINES. TREATED
WATER TO BE DISCONNECTED AT CORP STOP WITH
CORP BEING TURNED OFF.

| DATE | DRAWING LOG | BY | CHECKED | APPROVED |
|----------|------------------|------|---------|----------|
| 11/20/23 | SUBMITTAL EDITS | HNM | BJR | BJR |
| 10/31/23 | SUBMITTAL EDITS | HNM | BJR | BJR |
| 01/13/23 | ORIGINAL DRAWING | IKSM | IKSM | IKSM |

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| DRAWN BY: IKSM |
| JOB NO. 21042.00 |
| FIELD BOOK NO. ???? |

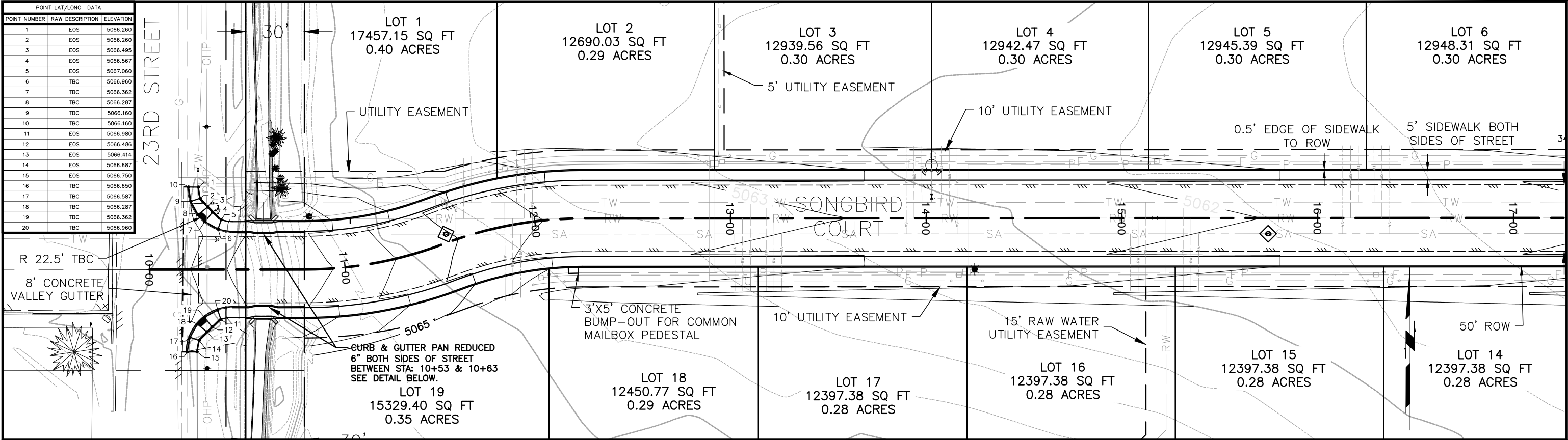


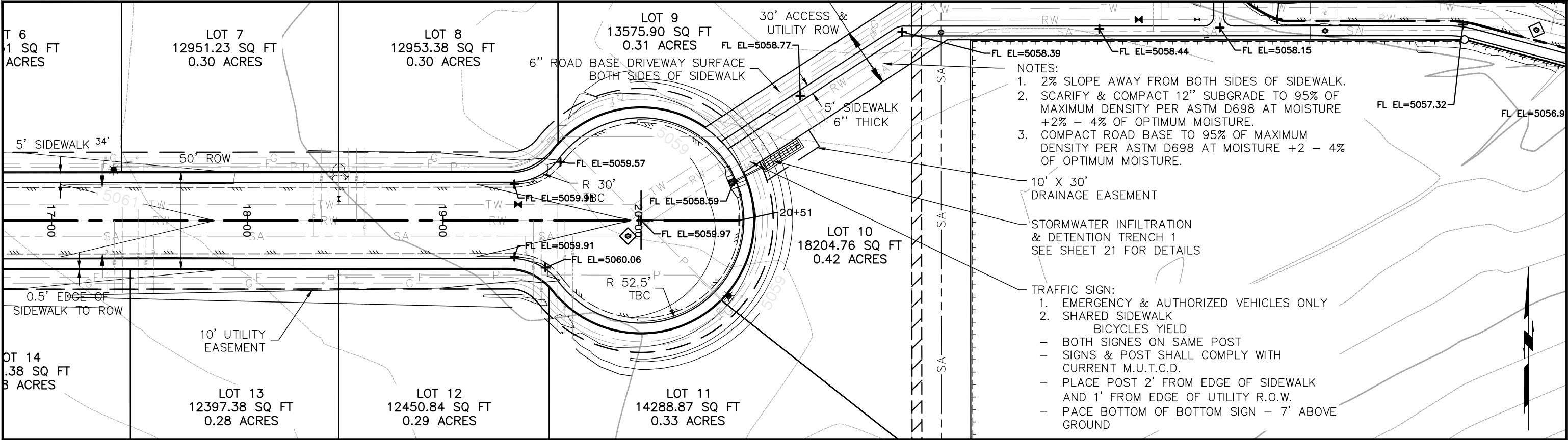
ENGINEERING ASSOCIATES – CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

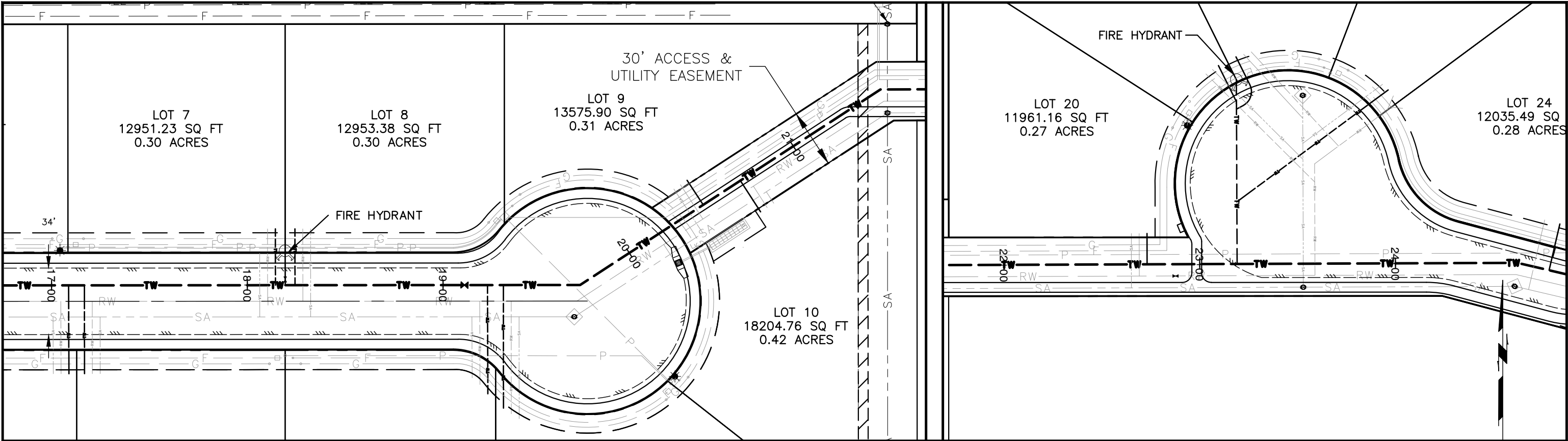
OWNER:
MEADOWLARK MEADOWS LLC.

| | |
|----------|--------------------------------|
| PROJECT: | MEADOWLARK MEADOWS SUBDIVISION |
| TITLE: | LEGEND |

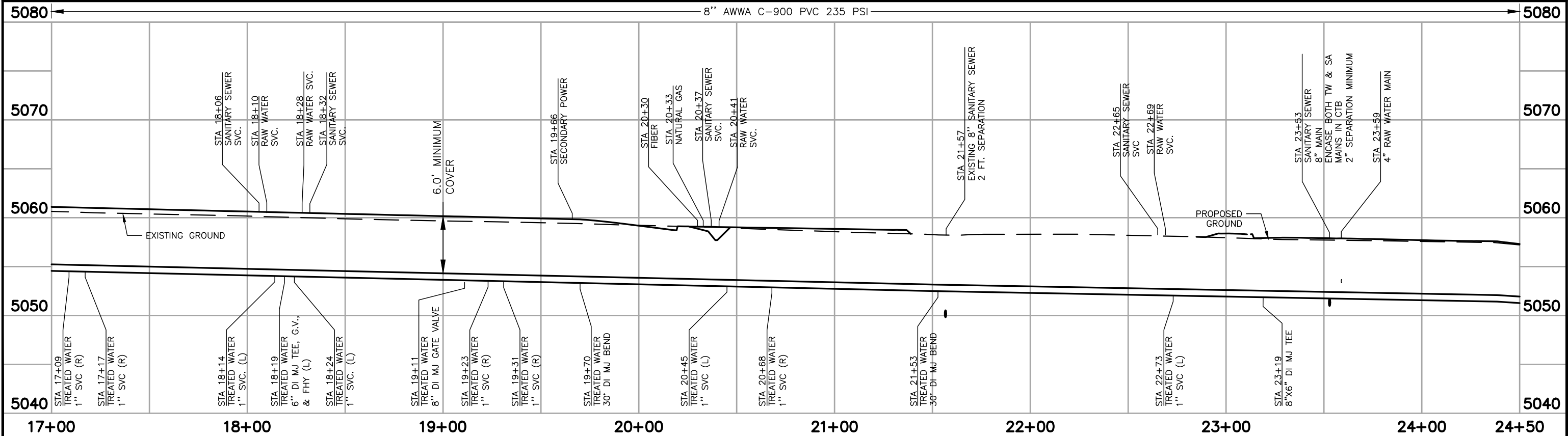
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|---------------------|-----------------|-----------|
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| 2 | EOS | 5066.260 |
| 3 | EOS | 5066.495 |
| 4 | EOS | 5066.567 |
| 5 | EOS | 5067.060 |
| 6 | TBC | 5066.960 |
| 7 | TBC | 5066.362 |
| 8 | TBC | 5066.287 |
| 9 | TBC | 5066.160 |
| 10 | TBC | 5066.160 |
| 11 | EOS | 5066.990 |
| 12 | EOS | 5066.496 |
| 13 | EOS | 5066.414 |
| 14 | EOS | 5066.687 |
| 15 | EOS | 5066.750 |
| 16 | TBC | 5066.650 |
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| 19 | TBC | 5066.362 |
| 20 | TBC | 5066.960 |





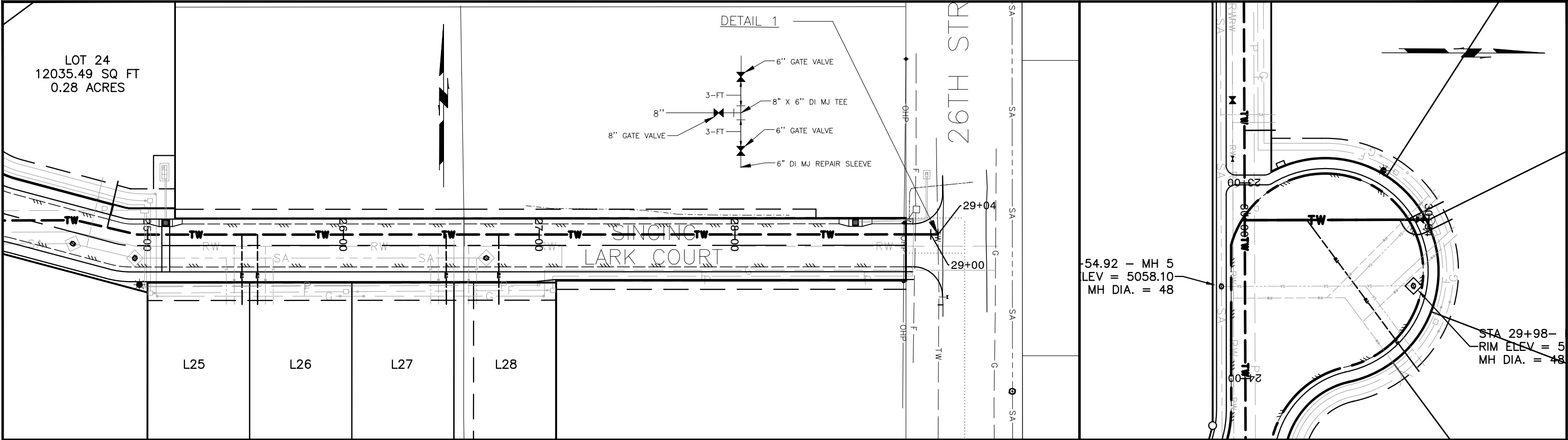


SCALES:
1" = 50' HOR
1" = 10' VERT

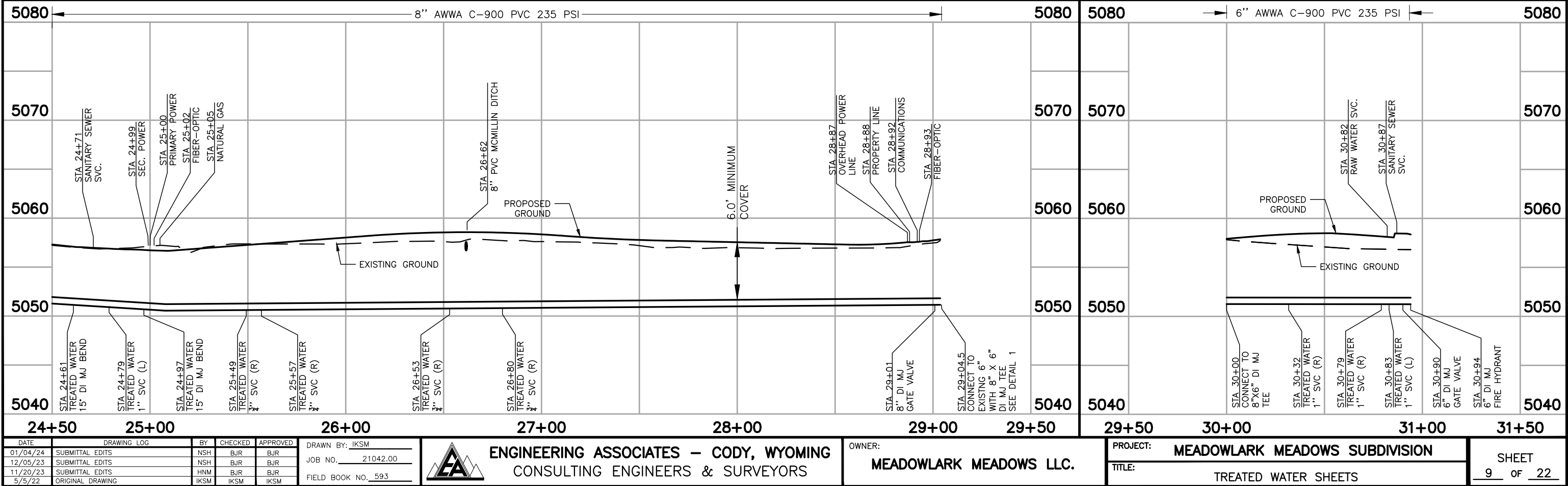


| DATE | | DRAWING LOG | | BY | CHECKED | APPROVED | DRAWN BY: IKSM | |  | ENGINEERING ASSOCIATES – CODY, WYOMING CONSULTING ENGINEERS & SURVEYORS | OWNER: MEADOWLARK MEADOWS LLC. | PROJECT: MEADOWLARK MEADOWS SUBDIVISION | | SHEET 8 OF 22 |
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| 01/04/24 | SUBMITTAL EDITS | | NSH | BJR | BJR | JOB NO. 21042.00 | | TITLE: TREATED WATER SHEETS | | | | | | |
| 12/05/23 | SUBMITTAL EDITS | | NSH | BJR | BJR | FIELD BOOK NO. 593 | | | | | | | | |
| 11/20/23 | SUBMITTAL EDITS | | HNM | BJR | BJR | | | | | | | | | |
| 5/5/22 | ORIGINAL DRAWING | | IKSM | IKSM | IKSM | | | | | | | | | |

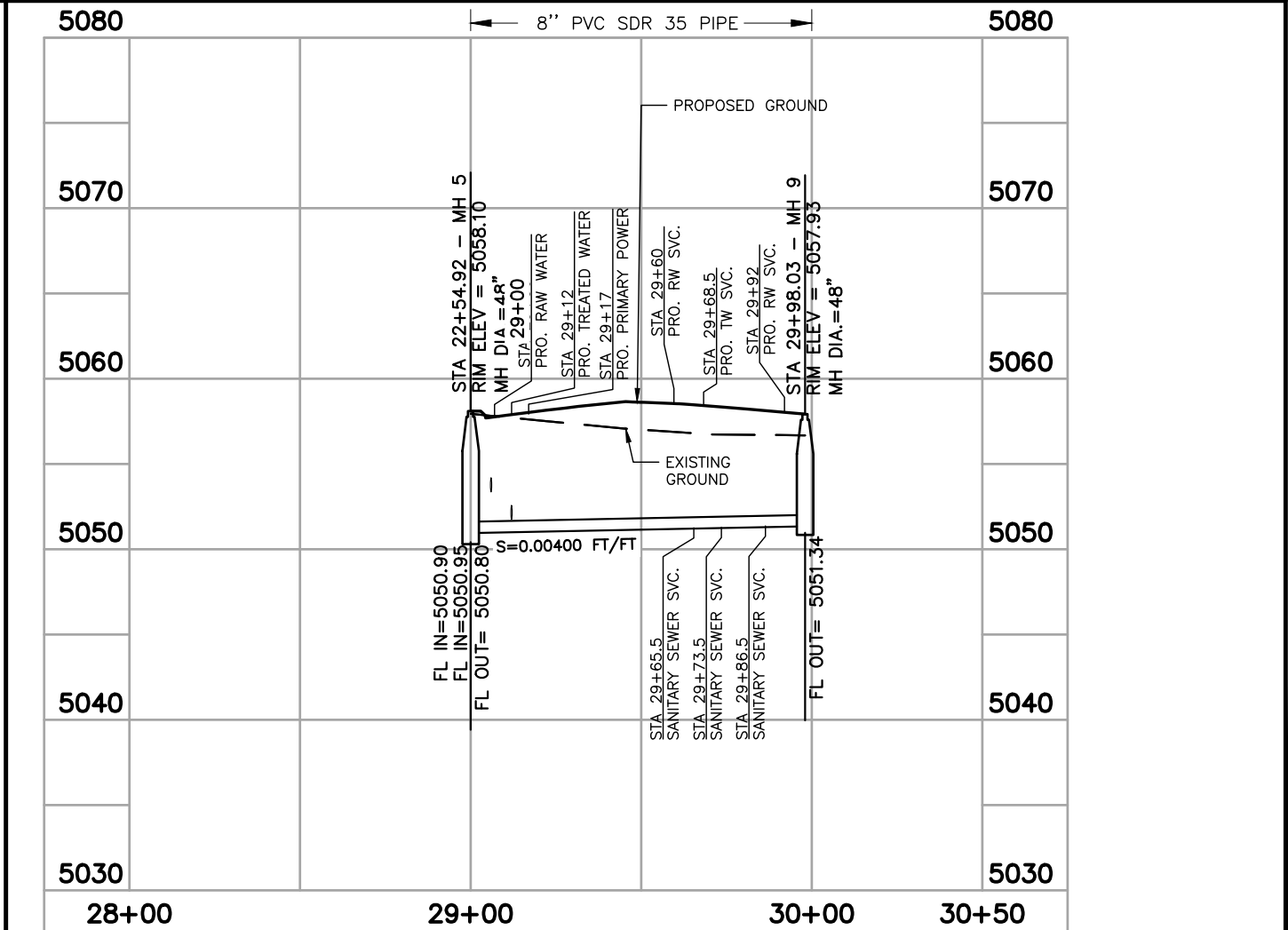
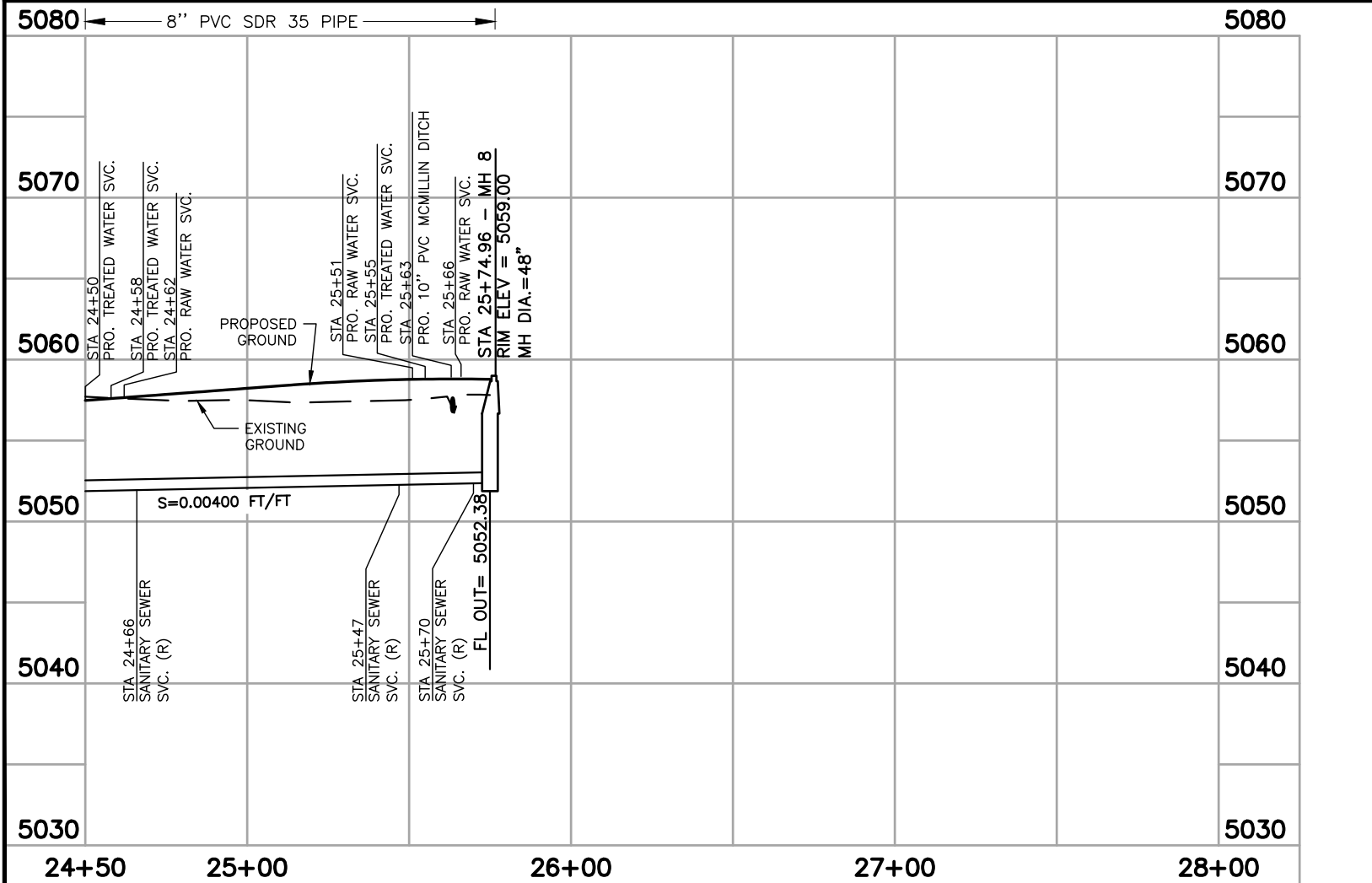
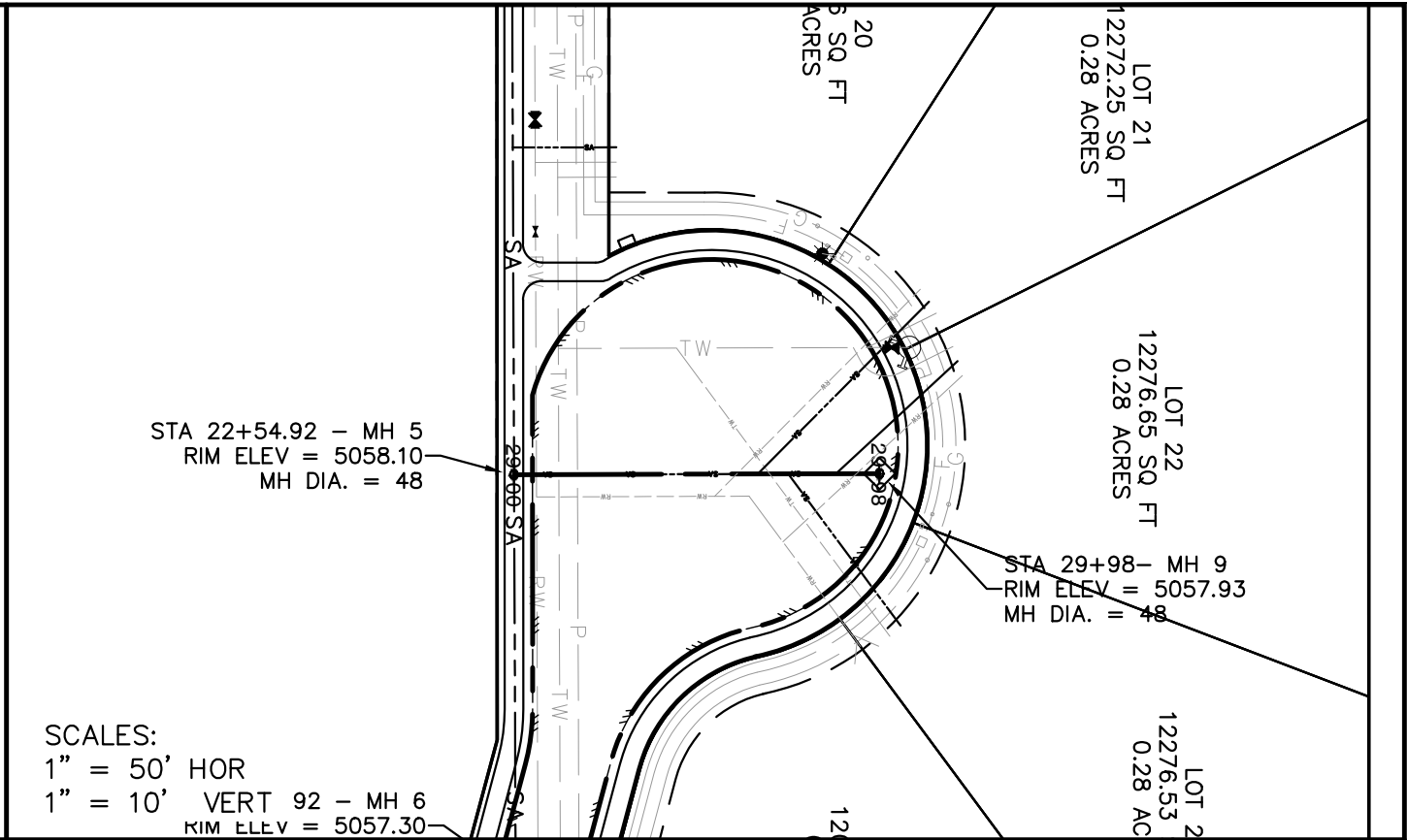
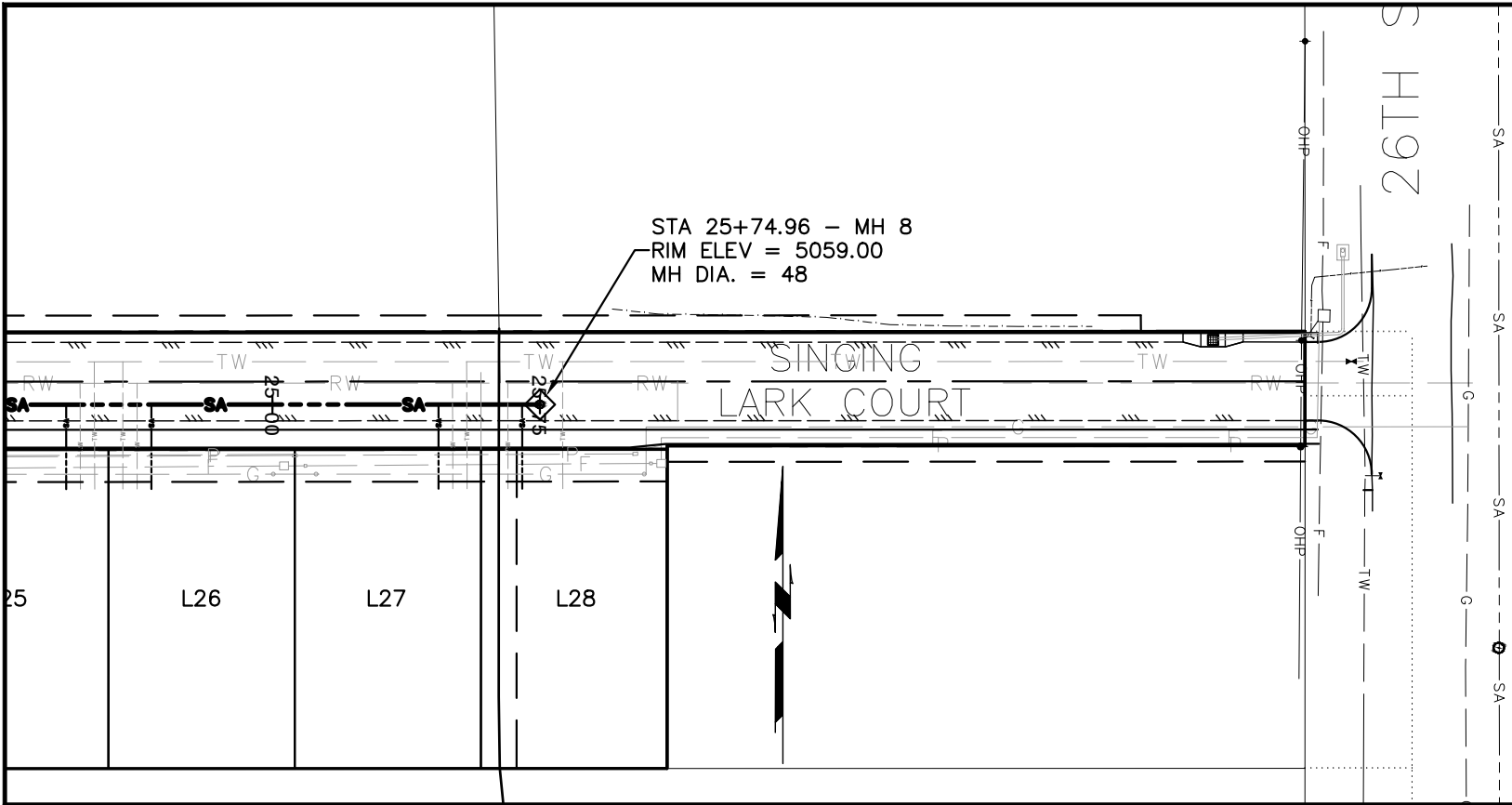
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SCALES:
1" = 50' HOR
1" = 10' VERT



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| 12/05/23 | SUBMITTAL EDITS | NSH | BJR | BJR |
| 11/20/23 | SUBMITTAL EDITS | HNM | BJR | BJR |
| 10/31/23 | SUBMITTAL EDITS | HNM | BJR | BJR |
| 5/5/22 | ORIGINAL DRAWING | IKSM | IKSM | IKSM |

DRAWN BY: IKSM
JOB NO. 21042.00
FIELD BOOK NO. 593



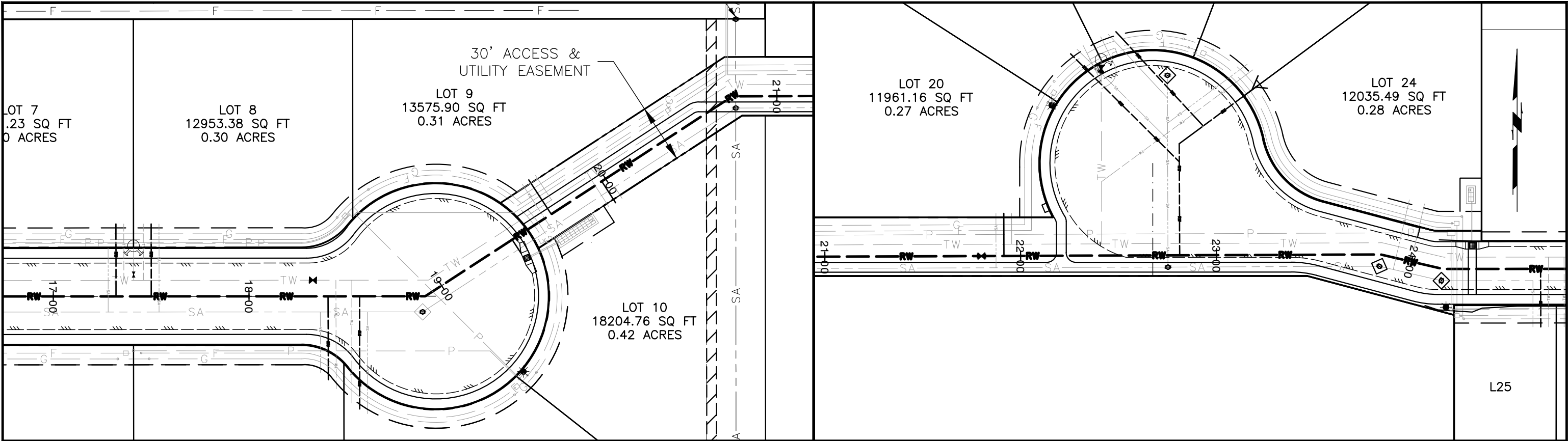
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CONSULTING ENGINEERS & SURVEYORS

OWNER:
MEADOWLARK MEADOWS LLC.

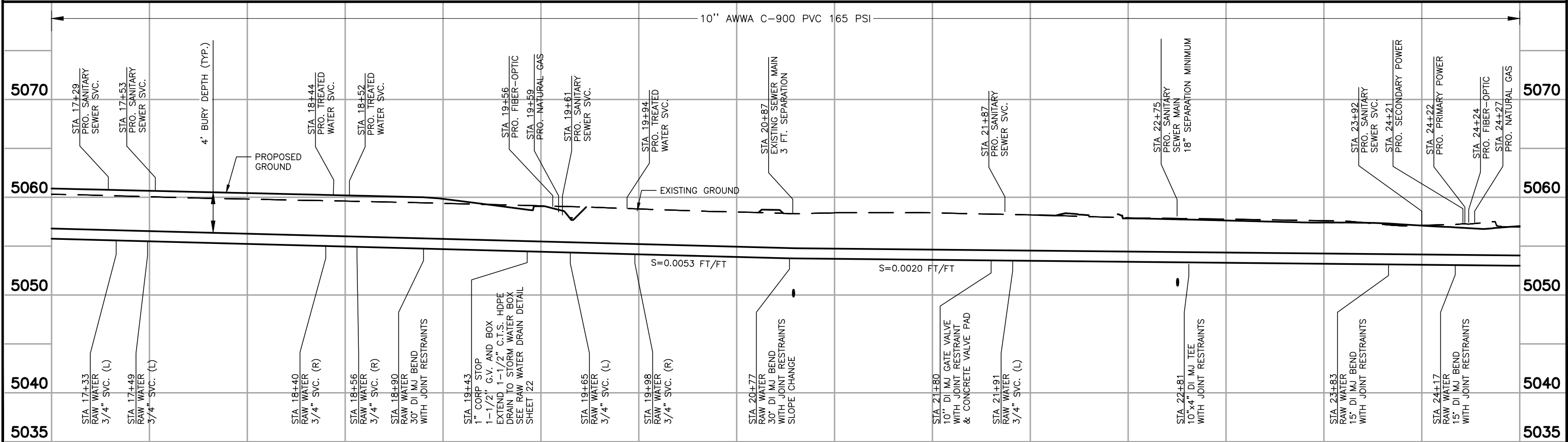
PROJECT: MEADOWLARK MEADOWS SUBDIVISION
TITLE: SANITARY SEWER SHEETS


SHEET
12 OF 22

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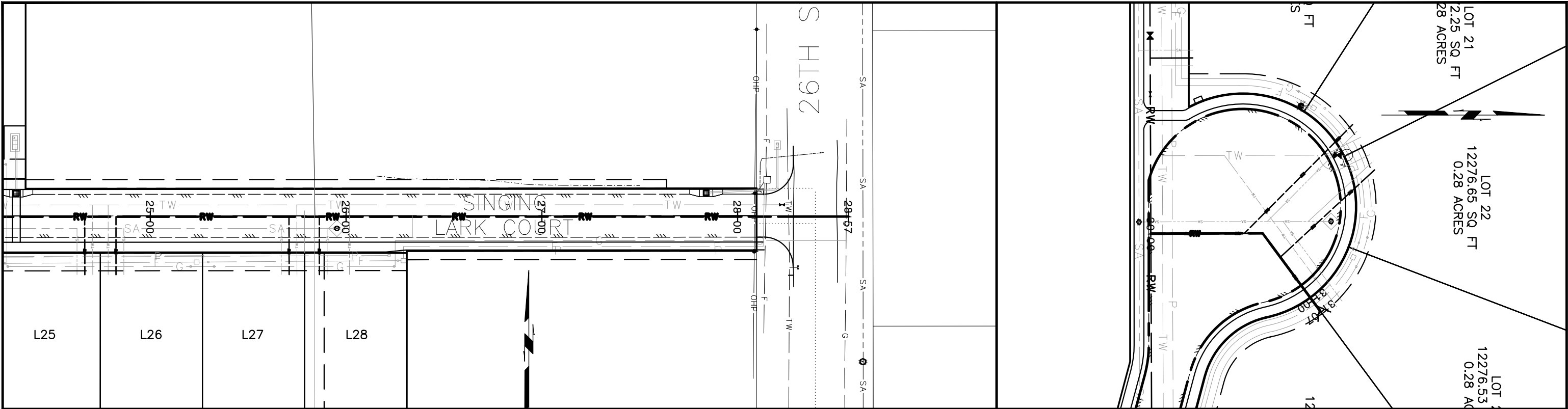


SCALES:
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1" = 10' VERT

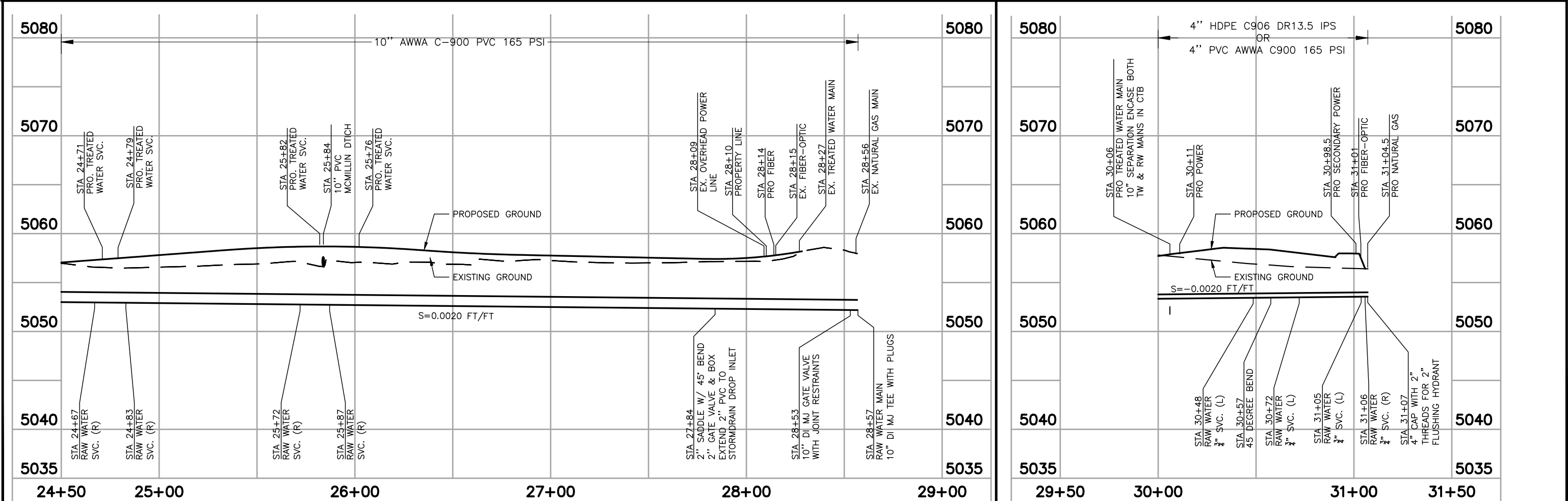


| 17+00 | | | | | 18+00 | | | | | 19+00 | | | | | 20+00 | | | | | 21+00 | | | | | 22+00 | | | | | 23+00 | | | | | 24+00 | | | | | 24+50 | | | | |
|----------|--|------------------|--|--|-------|---------|----------|---------------------------|--|-------|--|--|--|--|-------|--|--|--|--|-------|--|--|--|--|-------|--|--|---------------------------------|--|-------|--|--|--|--|-------|--|--|--|--|-------|--|--|--|--|
| DATE | | DRAWING LOG | | | BY | CHECKED | APPROVED | DRAWN BY: IKSM | | | | |  ENGINEERING ASSOCIATES – CODY, WYOMING CONSULTING ENGINEERS & SURVEYORS | | | | | OWNER: MEADOWLARK MEADOWS LLC. | | | | | PROJECT: MEADOWLARK MEADOWS SUBDIVISION | | | | | SHEET <u>14</u> OF <u>22</u> | | | | | | | | | | | | | | | | |
| 01/04/24 | | SUBMITTAL EDITS | | | NSH | BJR | BJR | JOB NO. <u>21042.00</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12/11/23 | | SUBMITTAL EDITS | | | NSH | BJR | BJR | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11/20/23 | | SUBMITTAL EDITS | | | HNM | BJR | BJR | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5/5/22 | | ORIGINAL DRAWING | | | IKSM | IKSM | IKSM | FIELD BOOK NO. <u>593</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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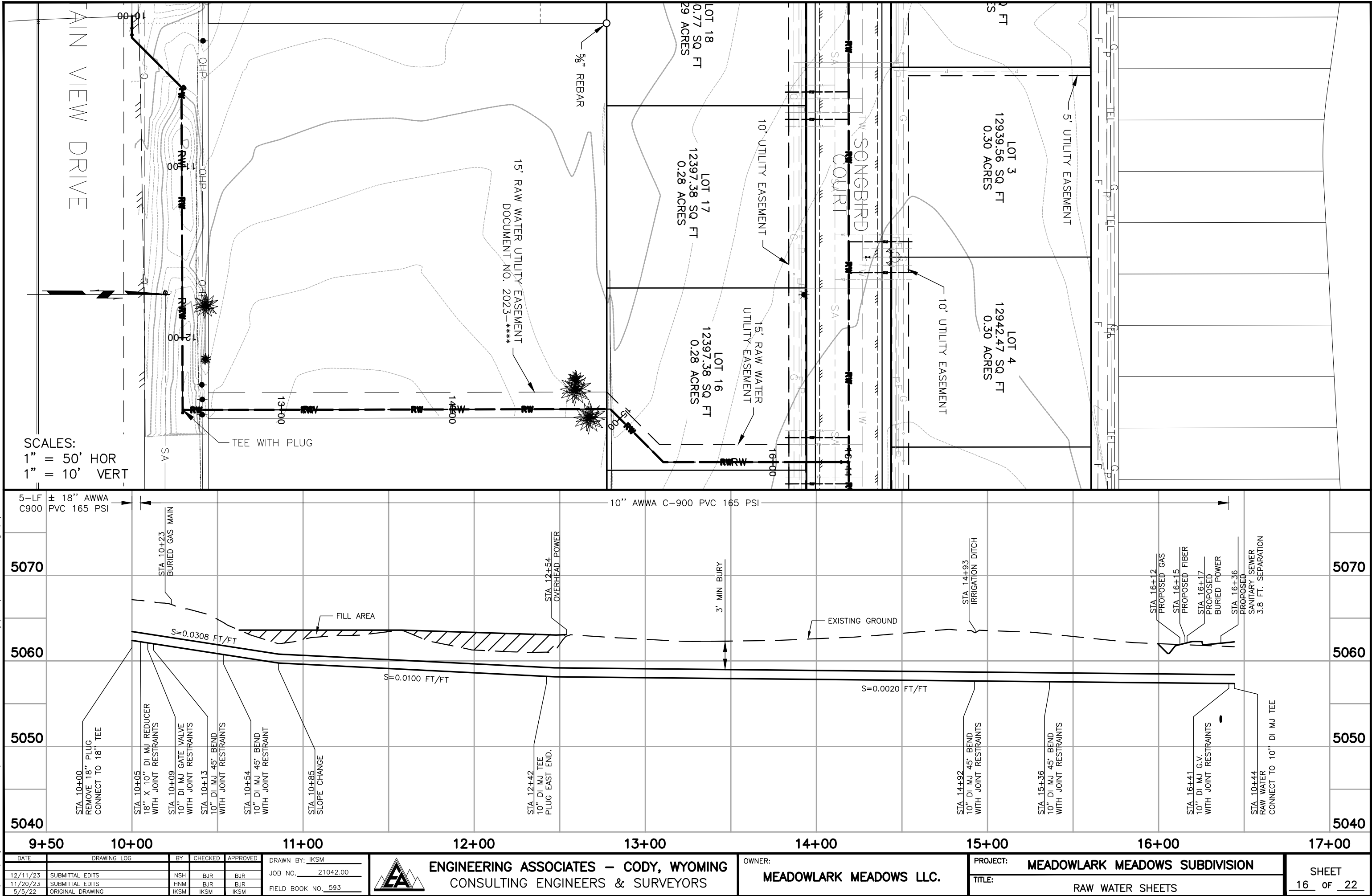


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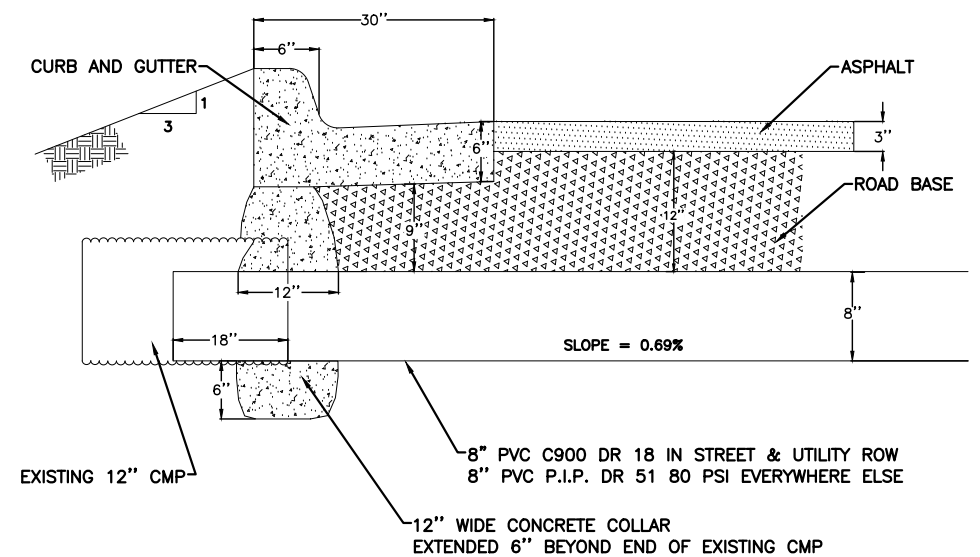
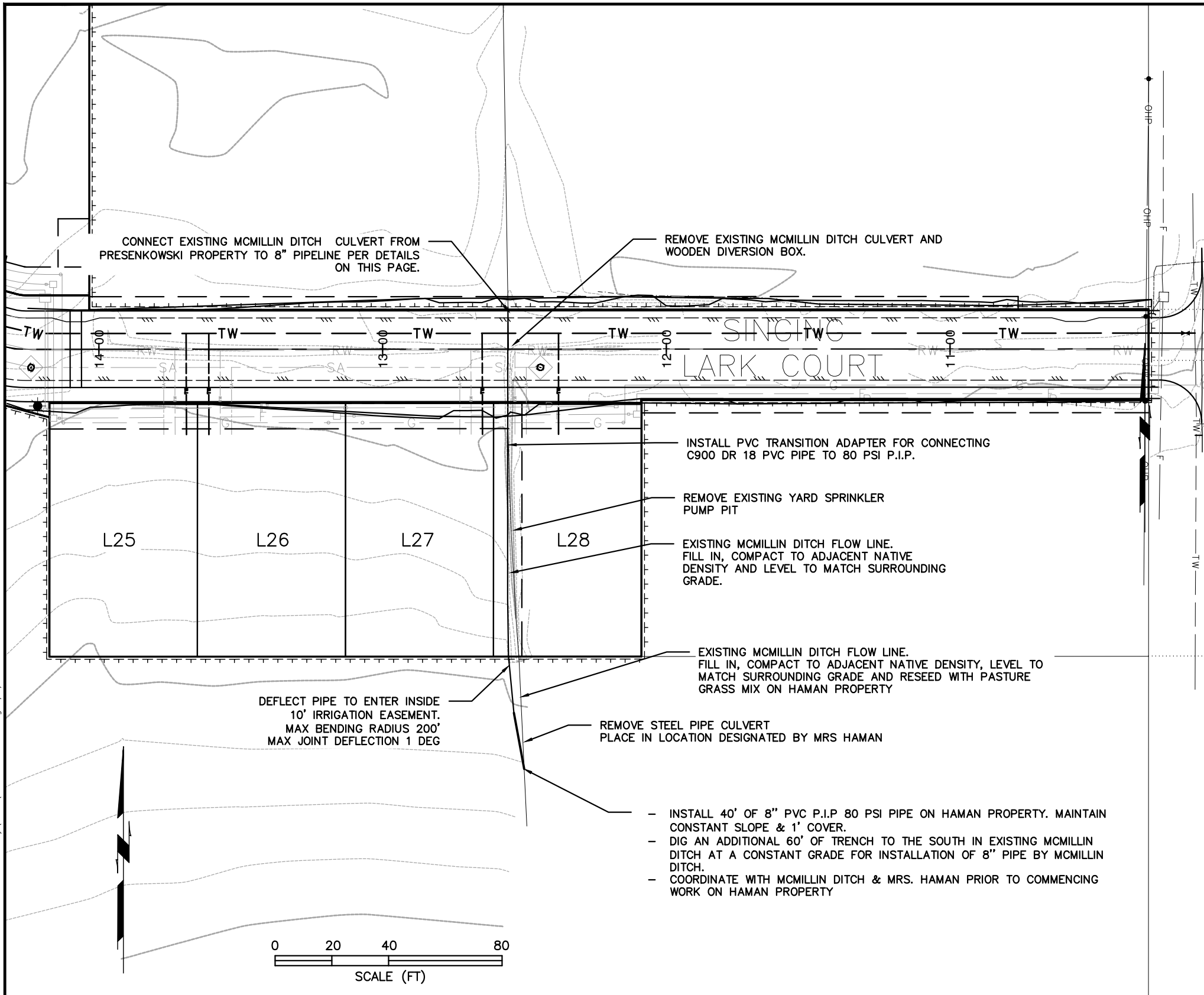


| DATE | DRAWING LOG | BY | CHECKED | APPROVED | DRAWN BY: IKSM | OWNER: | PROJECT: | SHEET |
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| 01/04/24 | SUBMITTAL EDITS | NSH | BJR | BJR | JOB NO. 21042.00 | MEADOWLARK MEADOWS LLC. | MEADOWLARK MEADOWS SUBDIVISION | 15 OF 22 |
| 12/11/23 | SUBMITTAL EDITS | NSH | BJR | BJR | | | | |
| 11/20/23 | SUBMITTAL EDITS | HNM | BJR | BJR | | | | |
| 5/5/22 | ORIGINAL DRAWING | IKSM | IKSM | IKSM | FIELD BOOK NO. 593 | | RAW WATER SHEETS | |

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McMILLIN DITCH PIPE CONNECTION
NOT TO SCALE

| DATE | DRAWING LOG | BY | CHECKED | APPROVED | DRAWN BY: IKSM |
|----------|------------------|------|---------|----------|--------------------|
| 11/20/23 | SUBMITTAL EDITS | HNM | BJR | BJR | JOB NO. 21042.00 |
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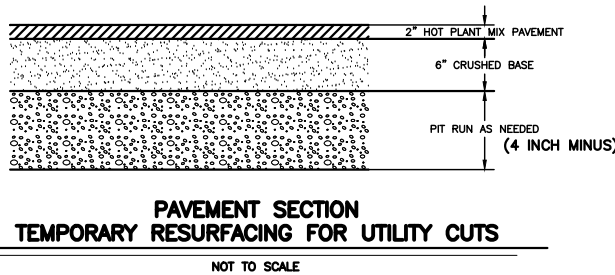
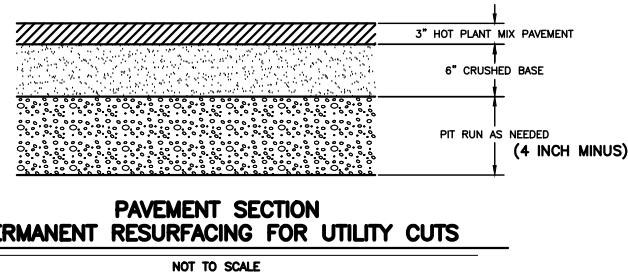
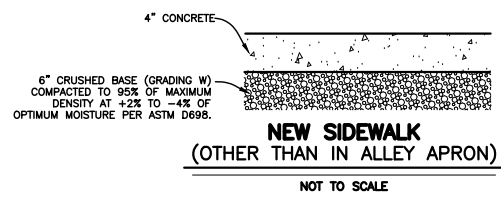
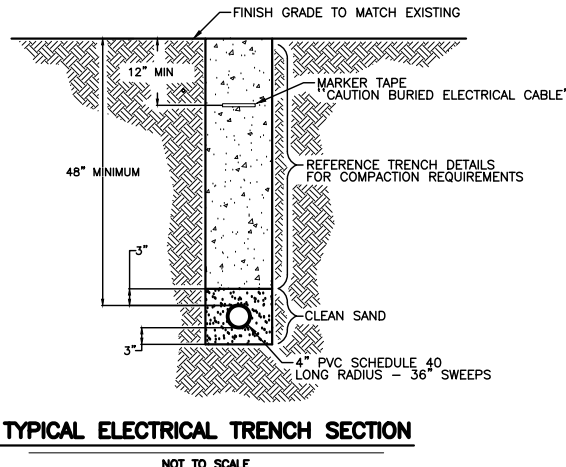
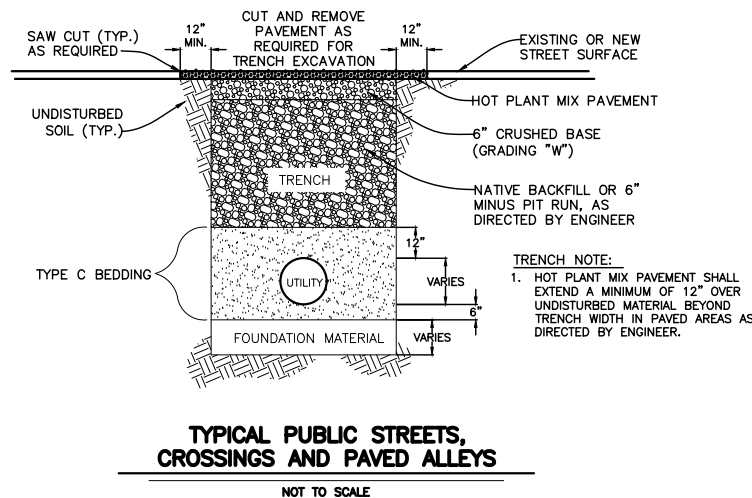
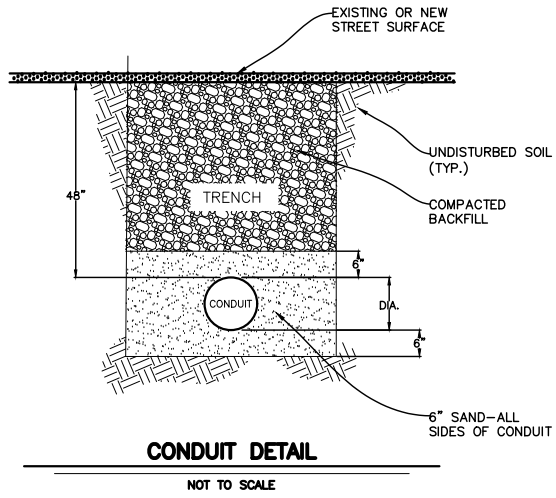
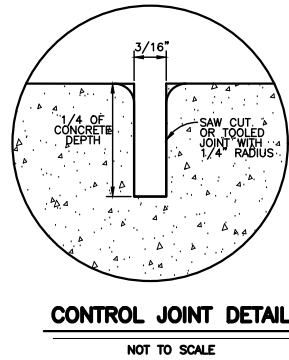
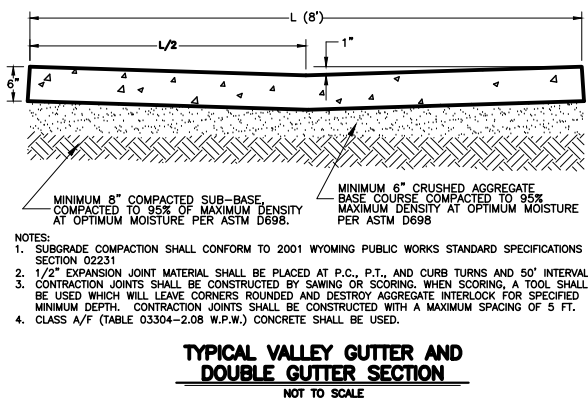
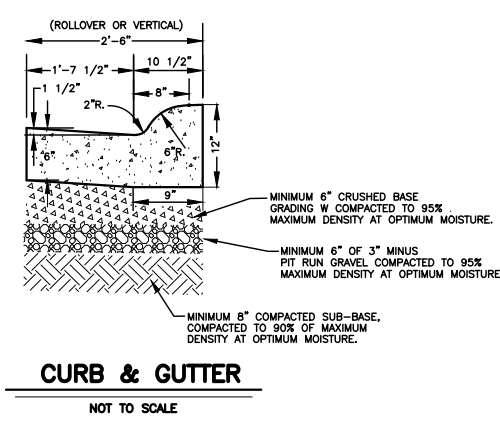
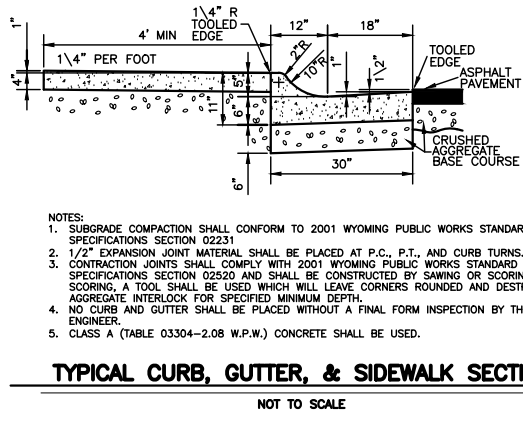
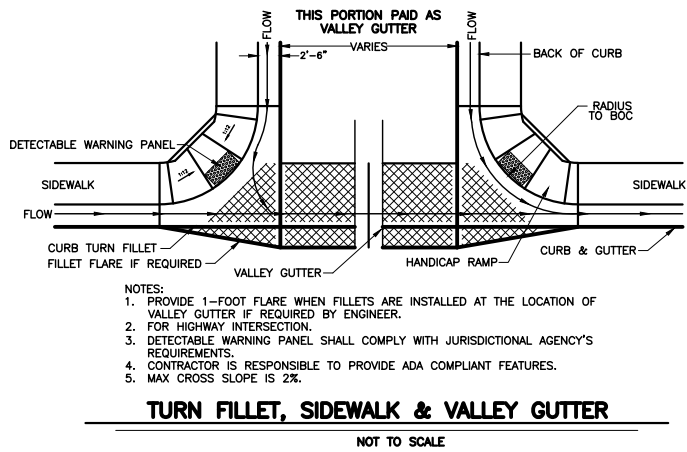
ENGINEERING ASSOCIATES – CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:
MEADOWLARK MEADOWS LLC.

PROJECT: **MEADOWLARK MEADOWS SUBDIVISION**
TITLE: **MCMILLIN DITCH PIPELINE PLANS**

SHEET
17 OF 22

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CODY MATERIAL SPECIFICATIONS

- ALL SUBBASES AND BASE COURSES SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AT OPTIMUM MOISTURE AS DETERMINED IN ACCORDANCE WITH AASHTO 180.
 - CRUSHED BASE COURSE
 - THE MATERIAL PRODUCED SHALL BE UNIFORMLY GRADED COARSE TO FINE AND SHALL NOT VARY FROM THE HIGH LIMIT ON ONE SIEVE TO THE LOW LIMIT ON AN ADJACENT SIEVE OR VICE VERSA.
 - THE PERCENTAGE PASSING THE NO. 200 SIEVE SHALL NOT EXCEED ONE HALF OF THE PERCENTAGE PASSING THE NO. 40 SIEVE.
 - THE MATERIAL PASSING THE NO. 40 SIEVE SHALL HAVE A LIQUID LIMIT NOT GREATER THAN 25 AND A PLASTICITY INDEX NOT GREATER THAN 6, EXCEPT WHEN THE PLASTICITY INDEX IS 0 (ZERO), THE LIQUID LIMIT SHALL NOT EXCEED 30.
 - ALL CRUSHED BASE COURSE MATERIAL SHALL MEET THE FOLLOWING GRADATION WHEN TESTED IN ACCORDANCE WITH AASHTO T-27 & T-11:

| SIEVE | % PASSING |
|---------|-----------|
| 1" | 100 |
| 3/4" | 90-100 |
| 1/2" | 60-85 |
| No. 4 | 45-65 |
| No. 8 | 33-53 |
| No. 200 | 3-12 |
 - AGGREGATE FOR HOT PLANT PAVEMENT MIX: IN ACCORDANCE WITH WYOMING TRANSPORTATION DEPARTMENT STANDARD SPECIFICATIONS-LATEST EDITION.
 - FOR COMPACTED THICKNESSES 3" OR LESS, USE WYDOT 1/2-INCH MAXIMUM AGGREGATE.
 - FOR COMPACTED THICKNESSES GREATER THAN 3", USE WYDOT 3/4-INCH MAXIMUM AGGREGATE FOR FIRST LIFT. SECOND LIFT SHALL BE A MINIMUM COMPACTED THICKNESS OF 1-1/2 INCHES, 1/2-INCH MAXIMUM AGGREGATE.
 - MINERAL FILLER: FINELY GROUND PARTICLES OF LIMESTONE, HYDRATED LIME OR OTHER MINERAL DUST, FREE OF FOREIGN MATTER.
 - PRIMER: A CUT-BACK LIQUID ASPHALT OF THE MEDIUM CURING TYPE, GRADE C-70, AND SHALL COMPLY WITH THE REQUIREMENTS OF ASTM D2027. BITUMINOUS HOT MIX PAVEMENT SHALL BE APPROVED BY THE CITY ENGINEER BEFORE ANY WORK MAY.
 - TACK COAT: A CATIONIC SLOW SET EMULSIFIED ASPHALT MIXED WITH A N EQUAL AMOUNT OF WATER, GRADE CSS-1H, AND SHALL COMPLY WITH THE REQUIREMENTS OF ASTM D244. OTHER GRADES OF EMULSIFIED ASPHALT WILL BE CONSIDERED TESTING OR EXPERIENCE THAT ANOTHER GRADE IS MORE SUITABLE.
 - MIX DESIGN: A COMPLETE MIX DESIGN MEETING THE REQUIREMENTS OF AI MS-2 COMPLETED WITHIN THE LAST 24 MONTHS FOR THE SPECIFIC MATERIALS TO BE USED SHALL BE SUBMITTED FOR APPROVAL PRIOR TO BEGINNING WORK. AI MS-2 ESTABLISHES THE FOLLOWING REQUIREMENTS FOR THE ASPHALT CEMENT CONCRETE FOR A MEDIUM TRAFFIC VOLUME: STABILITY (LB, MINIMUM) 1200 FLOW, (0.01 IN.) 8 TO 16 PERCENT AIR VOIDS (%) 3 TO 5 VOIDS IN MINERAL AGGREGATE (% MINIMUM) 15
 - CONCRETE SPECIFICATIONS
 - CEMENT SHALL BE PORTLAND CEMENT, TYPE II CONFORMING TO THE REQUIREMENTS OF ASTM C-150 (IF SPECIAL CONDITIONS WARRANT IT, THE USE OF A DIFFERENT TYPE OF CEMENT MAY BE APPROVED BY THE CITY ENGINEER).
 - AGGREGATE GENERAL - GRAVEL, CRUSHED SLAG, CRUSHED STONE, OR OTHER INERT MATERIALS, COMPOSED OF HARD, STRONG, DURABLE PARTICLES FREE OF INJURIOUS COATINGS.
 - FINE AGGREGATE
 - THE MAXIMUM PERCENTAGE OF DELETERIOUS SUBSTANCES SHALL NOT EXCEED THE FOLLOWING PERCENTAGES BY WEIGHT:

| SUBSTANCE | PERCENTAGE |
|------------------------------|------------|
| COAL AND LIGNITE | .3% |
| CLAY LUMPS | .5% |
| OTHER DELETERIOUS SUBSTANCES | 2.0% |
 - THE FINE AGGREGATE SHALL BE FREE FROM INJURIOUS AMOUNTS OF ORGANIC IMPURITIES.
 - THE FINE AGGREGATE SHALL BE GRADED COARSE TO FINE MEETING THE FOLLOWING GRADATION:

| SIEVE | % PASSING |
|---------|-----------|
| 3/8" | 100 |
| No. 4 | 95-100 |
| No. 8 | 80-100 |
| No. 16 | 50-85 |
| No. 30 | 25-60 |
| No. 50 | 5-30 |
| No. 100 | 0-10 |
| No. 200 | 0-4 |
 - COARSE AGGREGATE
 - THE MAXIMUM PERCENTAGES OF DELETERIOUS SUBSTANCES SHALL NOT EXCEED THE FOLLOWING PERCENTAGES BY WEIGHT:

| SUBSTANCE | PERCENTAGE |
|------------------------------|------------|
| SOFT FRAGMENTS: | 1% |
| COAL AND LIGNITE | 0.3% |
| CLAY LUMPS | 0.3% |
| OTHER DELETERIOUS SUBSTANCES | 2.0% |
 - WHEN TESTED IN ACCORDANCE WITH THE LOS ANGELES RATTLER METHOD, THE COARSE AGGREGATE SHALL NOT SHOW A WEAR IN EXCESS OF 40%.
 - THE AGGREGATE SHALL BE GRADED COARSE TO FINE MEETING THE FOLLOWING GRADATION:

| SIEVE | % PASSING |
|---------|-----------|
| 1 1/2" | 100 |
| 1" | 95-100 |
| 1/2" | 25-60 |
| No. 4 | 0-10 |
| No. 8 | 0-5 |
| No. 200 | 0-2 |
- ADMIXTURES AND AIR-ENTRAINING AGENTS SHALL BE APPROVED BY THE ENGINEER AS RECOMMENDED WITHIN THE REQUIRED MIX DESIGN AS PREPARED BY A QUALIFIED TESTING LABORATORY.
- ALL CONCRETE PLACED SHALL HAVE A SLUMP OF BETWEEN 1" AND 4" WHEN TESTED IN ACCORDANCE WITH AASHTO T-119.
- ALL CONCRETE PLACED SHALL MEET THE FOLLOWING MINIMUM STRENGTH REQUIREMENTS WHEN TESTED IN ACCORDANCE WITH ALL APPLICABLE ASTM STANDARDS:

| LABORATORY MIXED SAMPLE | 7 DAYS | 28 DAYS |
|-------------------------|--------|-------------|
| 2860 P.S.I. | | 4000 P.S.I. |
- GENERAL - ALL WORK ASSOCIATED WITH THE DETAILS SHOWN ON THIS PAGE SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS, UNLESS OTHER SPECIFICATIONS ARE PROVIDED IN THE PROJECT MANUAL.

| DATE | DRAWING LOG | BY | CHECKED | APPROVED |
|----------|------------------|------|---------|----------|
| 12/11/23 | SUBMITTAL EDITS | NSH | BJR | BJR |
| 11/20/23 | SUBMITTAL EDITS | HNM | BJR | BJR |
| 10/31/23 | SUBMITTAL EDITS | HNM | BJR | BJR |
| 5/5/22 | ORIGINAL DRAWING | IKSM | IKSM | IKSM |

DRAWN BY: IKSM
JOB NO. 21042.00
FIELD BOOK NO. 593



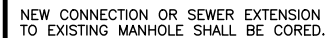
ENGINEERING ASSOCIATES - CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:
MEADOWLARK MEADOWS LLC.

PROJECT: MEADOWLARK MEADOWS SUBDIVISION
TITLE: ROADWAY DETAILS

SHEET
18 OF 22

SHEET
19 OF 22

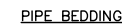


MANHOLE BASE MAY BE PRECAST REINFORCED
BASE SET ON 6" OF COMPACTED SAND,
A POURED IN PLACE BASE OF 6 SACK MIX
CONCRETE WITH No. 4 REBAR ON 12" CENTERS
IN BOTH DIRECTIONS, OR A PRECAST BASE AND
BOTTOM SECTION POURED AS A SINGLE UNIT.

NOTE: ALL MANHOLES SHALL RECEIVE INTERIOR COATING PER SECTION 09830.



1. ALL JOINTS BETWEEN MANHOLE SECTIONS, MANHOLE RING & TOP SECTIONS, & AROUND SEWER PIPE INTO MANHOLE SHALL BE WATERTIGHT, JOINTING MATERIAL SHALL BE "RAM-NEK", OR APPROVED EQUAL.
2. ALL STEPS SHALL HAVE A MINIMUM OF 12" TO A MAXIMUM OF 16" SPACING, AND SHALL EXTEND OUT A MINIMUM OF 5" FROM THE MANHOLE WALL. STEPS SHALL BE A MINIMUM OF 10" WIDE. THESE REQUIREMENTS ARE IN COMPLIANCE WITH OSHA DIRECTIVE 29 CFR 1910.27.
3. STEPS SHALL BE CAST IRON OR STEEL REINFORCED POLYURETHANE STEPS.
4. A MINIMUM OF 2" AND A MAXIMUM OF 12" OF ADJUSTING RINGS SHALL BE USED TO MATCH GRADE.



TYPE A—WELL GRADED MATERIAL WITH A MAXIMUM SIZE OF 3/4-INCH; MAXIMUM PLASTICITY INDEX OF 6; AS DETERMINED BY AASHTO DESIGNATIONS T-89 AND T-90.

TYPE B-NON-PLASTIC; GRADING B DRAIN GRAVEL.

TYPE C-NON-PLASTIC; MAXIMUM SIZE 1 INCH;
0-10% PASSING NO. 4 SIEVE. AT LEAST 50%
OF THE AGGREGATE SHALL HAVE AT LEAST
ONE FRACTURED FACE.

COMPACTED BACKFILL
TYPE 2-NATIVE MATERIALS; 8-INCH LIFTS

IF SUPPORT OR SHIELD SYSTEM IS NOT USED,
MAXIMUM ALLOWABLE SLOPE FOR ALL TRENCHES
LESS THAN 20 FT. DEEP WILL BE 1 1/2H : 1V.
COMPLY W/ALL APPLICABLE SAFETY REQUIREMENTS

NOTES:

- 1) IF SUPPORT OR SHIELD SYSTEM IS NOT USED, MINIMUM ALLOWABLE SLOPE FOR ALL TRENCHES LESS THAN 20 FT. DEEP WILL BE 1 1/2H : 1V. COMPLY w/ALL APPLICABLE SAFETY REQUIREMENTS
- 2) PROVIDE 6" MINIMUM SPACING BETWEEN OUTSIDE OF PIPELINES AND BETWEEN PIPELINES AND TRENCH WALLS.
- 3) NO STONES GREATER THAN 3" IN DIAMETER SHALL BE WITHIN 2' OF THE PIPE.
- 4) MAINTAIN 12-INCH SEPARATION BETWEEN UTILITIES.

Diagram illustrating a diamond interchange configuration. The diamond is labeled with "6" on all four sides. A central roundabout is shown with a grid pattern. An arrow points upwards towards the diamond, labeled "TRAFFIC FLOW".

MANHOLE COVER



MANHOLE CHANNELS



| DATE | DRAWING LOG | BY | CHECKED | APPROVED | DRAWN BY: IKSM JOB NO. 21042.00 FIELD BOOK NO. 593 |
|----------|------------------|------|---------|----------|--|
| 12/11/23 | SUBMITTAL EDITS | NSH | BJR | BJR | |
| 11/20/23 | SUBMITTAL EDITS | HNM | BJR | BJR | |
| 10/31/23 | SUBMITTAL EDITS | HNM | BJR | BJR | |
| 5/5/22 | ORIGINAL DRAWING | IKSM | IKSM | IKSM | |



ENGINEERING ASSOCIATES – CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:

MEADOWLARK MEADOWS LLC.

PROJECT:

MEADOWLARK MEADOWS SUBDIVISION

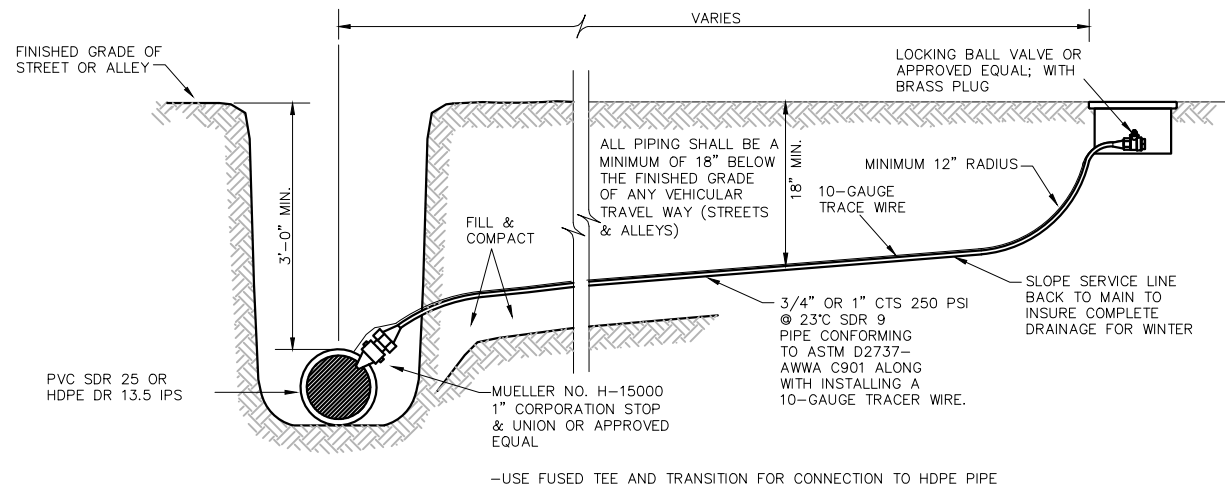
TITLE:

SANITARY SEWER DETAILS

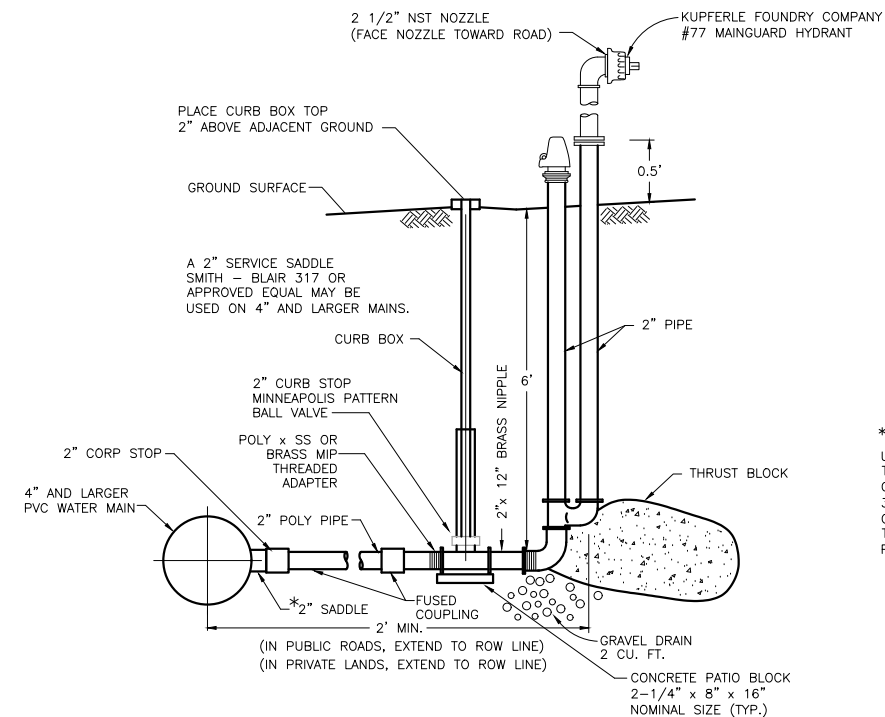
SHEET

0 OF 22

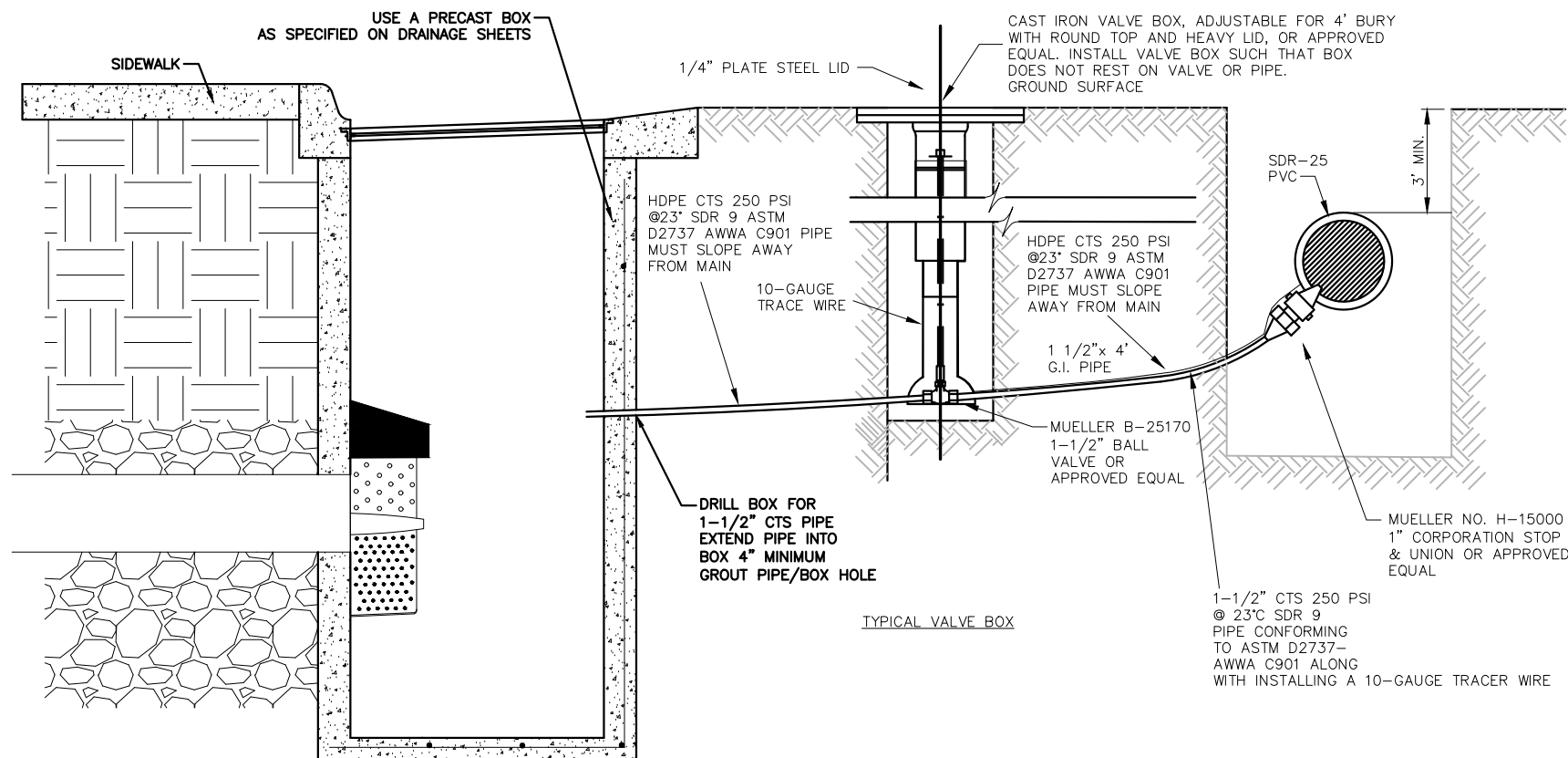
P:\2021\Cody 21000.00 - 21199.00\21042.00 - Webster Subdivisions - Cody\ACAD\21042.00 BASE.dwg 1/4/24 Bret



RAW WATER SERVICE DETAIL
NOT TO SCALE



FLUSHING HYDRANT DETAIL
(POLY CONNECTION)
NOT TO SCALE



RAW WATER DRAIN DETAIL
NOT TO SCALE

| DATE | DRAWING LOG | BY | CHECKED | APPROVED | DRAWN BY: NSH |
|----------|------------------|-----|---------|----------|--------------------|
| | | | | | JOB NO. 21042.00 |
| 12/05/23 | ORIGINAL DRAWING | NSH | BJR | BJR | FIELD BOOK NO. 593 |



ENGINEERING ASSOCIATES - CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:
MEADOWLARK MEADOWS LLC.

PROJECT: **MEADOWLARK MEADOWS SUBDIVISION**
TITLE: **RAW WATER DETAILS**

SHEET
22 OF **22**

Declaration for the MEADOWLARK MEADOWS SUBDIVISION Singing Lark Court Storm Water Detention & Infiltration Infrastructure Maintenance Committee

This Declaration for the Meadowlark Meadows Subdivision Storm Water Detention and Infiltration Infrastructure Maintenance Committee is made and entered into on this ____ day of _____, 20____, by Meadowlark Meadows, LLC.

WHEREAS Meadowlark Meadows, LLC. is the current owner of Lots 20 through 28 of the Meadowlark Meadows Subdivision in the City of Cody, Park County, Wyoming, pursuant to that plat recorded contemporaneously herewith (the “Subdivision”); and

WHEREAS Meadowlark Meadows, LLC. and the City of Cody have entered into an agreement for the operation and maintenance of storm water detention and infiltration infrastructure located within Lot 24 and in the street right of way of Singing Lark Court of the Subdivision and 26th Street (collectively the “stormwater facilities”), and Meadowlark Meadows, LLC. desires to provide for the operation and maintenance of said stormwater facilities in accordance with the Maintenance Agreement for the Meadowlark Meadows 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 accessed from Singing Lark Court shall share equally in any and all costs associated with the operation and maintenance of the stormwater facilities; and

WHEREAS Meadowlark Meadows, LLC. therefore, declares that all of the lots within the Meadowlark Meadows Subdivision, accessed from Singing Lark Court, 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 accessed from Singing Lark Court, by the City of Cody, or by the Meadowlark Meadows Subdivision Singing Lark Court

Storm Water Detention and Infiltration Infrastructure 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 accessed from Singing Lark Court, 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 Meadowlark Meadows 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 Meadowlark Meadows and all subsequent grantees and owners of lots within the Subdivision to keep, observe and comply with this Declaration and with the Agreement.

3. MEADOWLARK MEADOWS SUBDIVISION SINGING LARK COURT STORM WATER DETENTION AND INFILTRATION INFRASTRUCTURE 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 Meadowlark Meadows Subdivision Singing Lark Court Storm Water Detention and Infiltration Infrastructure Maintenance Committee (the “Committee”) shall consist of C. Edward Webster II, 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 maintenance to the stormwater facilities as may be necessary, which is anticipated to consist of silt removal from the storm drain drop inlet box and backflushing of the detention and infiltration infrastructure to the drop inlet according to the maintenance manual. 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 Meadowlark Meadows, LLC. or it’s 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 \$25,000.00, all annual assessments of every lot in the Subdivision will be deferred until such time as the reserve funds fall below \$20,000.00, at which time they shall recommence until they reach \$25,000.00, 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 stormwater facility, e.g. for silt removal or the like. In such event, such additional assessments shall be levied equally against all lots within the Subdivision accessed from Singing Lark Court 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 accessed from Singing Lark Court 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 drainage facility 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 maintenance of the storm drainage facility; (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 with access from Singing Lark Court. 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 distributed in equal amounts to each lot owner with access from Singing Lark Court. Any repeal or amendments shall require written consent from the City of Cody.

The undersigned, qualified and sole acting member of the Meadowlark Meadows Subdivision Singing Lark Court Storm Water Detention and Infiltration Infrastructure 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.

Meadowlark Meadows, LLC

C. Edward Webster II, Manager

Meadowlark Meadows, LLC

STATE OF WYOMING)
) ss.
County of Park)

The above and foregoing instrument was acknowledged before me this _____ day of _____, 20____, by C. Edward Webster II.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

MAINTENANCE AGREEMENT FOR THE MEADOWLARK MEADOWS SUBDIVISION SINGING LARK COURT, FOR THE CITY OF CODY WYOMING

This Declaration is made this _____ day of _____, 20____, by Meadowlark Meadows, 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 20 through 28 in the Meadowlark Meadows 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 water detention and infiltration infrastructure located within Singing Lark Court, and Lot 24 of the Subdivision and 26th Street (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 Engineering Associates 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 accessed from Singing Lark Court through the collection of dues and special assessments by the Meadowlark Meadows Subdivision Singing Lark Court Stormwater Detention and Infiltration Infrastructure 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 Meadowlark Meadows Subdivision Singing Lark Court Stormwater Detention and Infiltration Infrastructure 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.

GOVERNMENTAL IMMUNITY. Nothing in this agreement shall be construed as a waiver of the City of Cody's governmental immunity. The City does not waive its governmental immunity or any of its defenses and limitations under Wyoming law, and expressly reserves the right to assert immunity as a defense to any action arising out of this agreement.

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 accessed from Singing Lark Court 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 _____, 20____.

Meadowlark Meadows, LLC

City of Cody

_____ By: _____

C. Edward Webster II, Manager

Meadowlark Meadows, LLC

STATE OF WYOMING)
) ss.
County of Park)

The above and foregoing instrument was acknowledged before me this ____ day of _____, 20____, by C. Edward Webster II.

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: _____

Declaration for the MEADOWLARK MEADOWS SUBDIVISION Songbird Court Storm Water Detention & Infiltration Infrastructure Maintenance Committee

This Declaration for the Meadowlark Meadows Subdivision Storm Water Detention and Infiltration Infrastructure Maintenance Committee is made and entered into on this ____ day of _____, 20____, by Meadowlark Meadows, LLC.

WHEREAS Meadowlark Meadows, LLC. is the current owner of Lots 1 through 19 of the Meadowlark Meadows Subdivision in the City of Cody, Park County, Wyoming, pursuant to that plat recorded contemporaneously herewith (the “Subdivision”); and

WHEREAS Meadowlark Meadows, LLC. and the City of Cody have entered into an agreement for the operation and maintenance of storm water detention and infiltration infrastructure located within Lot 10 and in the street right of way of Songbird Court of the Subdivision (collectively the “stormwater facilities”), and Meadowlark Meadows, LLC. desires to provide for the operation and maintenance of said stormwater facilities in accordance with the Maintenance Agreement for the Meadowlark Meadows 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 accessed from Songbird Court shall share equally in any and all costs associated with the operation and maintenance of the stormwater facilities; and

WHEREAS Meadowlark Meadows, LLC. therefore, declares that all of the lots within the Meadowlark Meadows Subdivision, accessed from Songbird Court, 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 accessed from Songbird Court, by the City of Cody, or by the Meadowlark Meadows Subdivision Songbird Court Storm Water Detention and Infiltration Infrastructure 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 accessed from Songbird Court, 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 Meadowlark Meadows 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 Meadowlark Meadows and all subsequent grantees and owners of lots within the Subdivision to keep, observe and comply with this Declaration and with the Agreement.

3. MEADOWLARK MEADOWS SUBDIVISION SONGBIRD COURT STORM WATER DETENTION AND INFILTRATION INFRASTRUCTURE 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 Meadowlark Meadows Subdivision Songbird Court Storm Water Detention and Infiltration Infrastructure Maintenance Committee (the “Committee”) shall consist of C. Edward Webster II, 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 maintenance to the stormwater facilities as may be necessary, which is anticipated to consist of silt removal from the storm drain drop inlet box and backflushing of the detention and infiltration infrastructure to the drop inlet according to the maintenance manual. 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 Meadowlark Meadows, LLC. or it’s 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 \$25,000.00, all annual assessments of every lot in the Subdivision will be deferred until such time as the reserve funds fall below \$20,000.00, at which time they shall recommence until they reach \$25,000.00, 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 stormwater facility, e.g. for silt removal or the like. In such event, such additional assessments shall be levied equally against all lots within the Subdivision accessed from Songbird Court 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 accessed from Songbird Court 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 drainage facility 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 maintenance of the storm drainage facility; (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 with access from Songbird Court. 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 distributed in equal amounts to each lot owner with access from Songbird Court. Any repeal or amendments shall require written consent from the City of Cody.

The undersigned, qualified and sole acting member of the Meadowlark Meadows Subdivision Songbird Court Storm Water Detention and Infiltration Infrastructure 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.

Meadowlark Meadows, LLC

C. Edward Webster II, Manager

Meadowlark Meadows, LLC

STATE OF WYOMING)
) ss.
County of Park)

The above and foregoing instrument was acknowledged before me this _____ day of _____, 20____, by C. Edward Webster II.

WITNESS my hand and official seal.

Notary Public
My Commission Expires: _____

MAINTENANCE AGREEMENT FOR THE MEADOWLARK MEADOWS SUBDIVISION SONGBIRD COURT, FOR THE CITY OF CODY WYOMING

This Declaration is made this ____ day of _____, 20____, by Meadowlark Meadows, 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 19 in the Meadowlark Meadows 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 water detention and infiltration infrastructure located within Songbird Court and Lot 10 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 Engineering Associates 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 accessed from Songbird Court through the collection of dues and special assessments by the Meadowlark Meadows Subdivision Songbird Court Stormwater Detention and Infiltration Infrastructure 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 Meadowlark Meadows Subdivision Songbird Court Stormwater Detention and Infiltration Infrastructure 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.

GOVERNMENTAL IMMUNITY. Nothing in this agreement shall be construed as a waiver of the City of Cody's governmental immunity. The City does not waive its governmental immunity or any of its defenses and limitations under Wyoming law, and expressly reserves the right to assert immunity as a defense to any action arising out of this agreement.

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 accessed from Songbird Court 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 _____, 20____.

Meadowlark Meadows, LLC

City of Cody

_____ By: _____

C. Edward Webster II, Manager

Meadowlark Meadows, LLC

STATE OF WYOMING)
) ss.
County of Park)

The above and foregoing instrument was acknowledged before me this ____ day of _____, 20____, by C. Edward Webster II.

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: _____

**Meadowlark Meadows Subdivision
LOT 61-R1 LOT 61-LK1
OF THE WILLIAMS SUBDIVISION
CODY, WYOMING**

STORM DRAINAGE REPORT

PREPARED FOR: Meadowlark Meadows, LLC
1226 11th Street
Cody, WY 82414

PROJECT LOCATION: Lot 61-R1 and Lot 61-LK1
of the Williams Subdivision
Cody, Wyoming

PREPARED BY: Engineering Associates
POB 1900
Cody, Wyoming 82414

JOB NO.: 21042.00

DATE: October 5, 2023



ENGINEERING ASSOCIATES
A Wyoming Corporation
POB 1900; 902 13th Street
CODY, WYOMING
307-587-4911 ♦ FAX 587-2596

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I. REPORT SUMMARY

A. Introduction

Meadowlark Meadows, LLC is proposing a new 28 lot major subdivision within the City of Cody. The development is situated within Lot 61-R and a portion of Lots 61-K and 61-L of the Williams Subdivision. The proposed 9.83-acre subdivision is located along the east side of 23rd Street Avenue and south of Mountain View Street. This drainage report includes drainage for the proposed residential buildings, driveways, lawn and rough vegetative areas along with street, sidewalk and curb and gutter.

This storm drainage report addresses the proposed runoff areas of the site, both historic and developed. Precipitation runoff in excess of the historical runoff will be handled by infiltration and detention facilities. There will be four areas considered for the developed runoff calculations on the proposed site due the layout of the proposed lots and improvements. This report analyzes the 10-year, 2-hour storm for the historic runoff. A 10-year, 2-hour storm will be used to determine the stormwater needed to be detained and infiltrated and a 25-year, 2-hour storm will be used to size detention and infiltration facilities.

The existing parcels are covered with a light vegetation and slopes generally from the southwest to the northeast corner of the property. There have been no site improvements on this lot for some time aside from a reinforced concrete pipe carrying irrigation water along 23rd Street installed within the proposed subdivision access.

B. Methodology

The methodology used in this report is as follows:

1. Runoff rates and volumes were determined for both 10-year and 25-year frequency events as needed and directed in the City's Storm Water Management Policy.
2. Storm duration was assumed to be 2 hours for run-off volume calculations, as directed in the City's Storm Water Management Policy.
3. The maximum allowable release rate for the design storm is a function of the historic (pre-developed) run-off rates. Excess volumes generated by the new residential buildings, driveways, sidewalk and curb and gutter, landscape, and paved street areas will be discharged into the stormwater detention and infiltration facilities. The increased run-off volumes will be retained on-site as directed in the City's Storm Water Management Policy.

C. Summary

A summary of the drainage information developed for this project is as follows:

| Drainage Area | Acres | Historical Runoff (cfs) | Developed Runoff (cfs) |
|---------------|-------------|----------------------------|---------------------------|
| 1 | 3.46 | 0.55 | 0.94 |
| 2 | 3.80 | 0.60 | 1.07 |
| 3 | 2.31 | 0.37 | 0.69 |
| 4 | 0.26 | 0.04 | 0.12 |
| Totals | 9.83 | 1.56 | 2.82 |

1. Historic run-off flow rate for that portion of the subdivision which will be developed from a 10-year, 2-hour storm is 1.56 cubic feet per second (cfs).
2. The developed run-off flow rate for a 10-year, 2-hour storm for the developed portion of the subdivision will be 2.82 cfs.
3. The detention and infiltration facility are sized to detain and infiltrate 100% of the run-off flow rate from a 25-year, 2-hour storm. The uncaptured run-off flow rate will be the same which is significantly less than the historic run-off flow rate, thereby complying with the City of Cody's storm drainage policy.
4. The detention and infiltration facilities for the developed run-off for this site will allow infiltration into the sandy gravel subsoils in three locations, otherwise known as "Cody Cobles". These facilities are designed to detain and infiltrate the run-off flow rates of a 25-year, 2-hour storm event per the City of Cody's storm drainage policy.

II. **SUPPORTING DOCUMENTATION**

A. Project Development

Average run-off coefficients were determined by multiplying the surface run-off coefficient by the area of each individual surface. These products were summed and divided by the total development area. The run-off coefficients for the surfaces in this project were taken from data in the City of Cody Storm Water Management Policy and Urban Storm Drainage Criteria Manual, a copy of which is included in the appendix.

B. Historic Run-Off – 10 Year, 2 Hour Storm Event

Surface Area "H-1": 3.46 Acres, Lots 1-9 and northern portion of Songbird Court

Longest Travel Distance (ground) = 1125 ft.

Ground Elevation Difference (5066.75-5057.99) = 8.76 ft.

Ground Slope, S = Elev./Dist. = 0.78 %

$C_{ave} = 0.30$ (light veg)
 $t_c = 49.8$ mins; (see T_c graph attached)

10-year, 2-hour storm Flow Rate:
Rainfall Intensity, $I = 0.53$ inches/hour
 $Q = C_{ave}IA = 0.30 (0.53) 3.46 = 0.55$ cfs

Surface Area "H-2"; 3.80 Acres, Lots 10-19 and southern portion of Songbird Court

Longest Travel Distance (ground) = 1160 ft.
Ground Elevation Difference (5066.48-5058.39) = 8.09 ft.
Ground Slope, $S = \text{Elev./Dist.} = 0.70$ %
 $C_{ave} = 0.30$ (light veg)
 $t_c = 58.0$ mins; (see T_c graph attached)

10-year, 2-hour storm Flow Rate:
Rainfall Intensity, $I = 0.53$ inches/hour
 $Q = C_{ave}IA = 0.30 (0.53) 3.80 = 0.60$ cfs

Surface Area "H-3"; 2.31 Acres, Lots 20-27 and corresponding portion of Singing Lark Court

Longest Travel Distance (ground) = 415 ft.
Ground Elevation Difference (5058.39-5055.89) = 2.5 ft.
Ground Slope, $S = \text{Elev./Dist.} = 0.60$ %
 $C_{ave} = 0.30$ (light veg)
 $t_c = 37.4$ mins; (see T_c graph attached)

10-year, 2-hour storm Flow Rate:
Rainfall Intensity, $I = 0.53$ inches/hour
 $Q = C_{ave}IA = 0.30 (0.53) 2.31 = 0.37$ cfs

Surface Area "H-4"; 0.26 Acres, Lot 28 and balance of Singing Lark Court

Longest Travel Distance (ground) = 280 ft.
Ground Elevation Difference (5058.95-5056.75) = 2.20 ft.
Ground Slope, $S = \text{Elev./Dist.} = 0.79$ %
 $C_{ave} = 0.30$ (light veg)
 $t_c = 27.3$ mins; (see T_c graph attached)

10-year, 2-hour storm Flow Rate:
Rainfall Intensity, $I = 0.53$ inches/hour
 $Q = C_{ave}IA = 0.30 (0.53) 0.26 = 0.04$ cfs

Historic Run-off – 10 Year, 2 Hour Storm Event:

$H_{total} = (H-1)+(H-2)+(H-3)+(H-4)$
 $H_{total} = 0.55+0.60+0.37+0.04=1.56$ cfs

C. Developed Run-off – 10 Year, 2 Hour Storm Event

Basin “D-1”:

| | |
|-------------|----------------------------|
| Roofs | = 0.78 acres x 0.95 = 0.74 |
| Driveways | = 0.21 acres x 0.95 = 0.20 |
| ST/C&G/SW | = 0.63 acres x 0.95 = 0.60 |
| Lawn(85%) | = 1.56 acres x 0.08 = 0.12 |
| Lt Veg(15%) | = 0.28 acres x 0.30 = 0.08 |
| Total | = 3.46 acres = 1.74 |

Longest Travel Distance (ground) = 1230 ft.

Ground Elevation Difference (5066.75 – 5057.99) = 8.76 ft.

Ground Slope, S = Elev./Dist. = 0.71%

$C_{ave} = 0.50$

$t_c = 45.3$ mins; (see T_c graph attached)

10-year, 2 Hour Storm Event:

Rainfall Intensity, I = 0.53 inches/hour

$Q_{dev} = C_{ave}IA = 0.50 (0.53) 3.46 = 0.92$ cfs (total run-off)

$Q_{hist} = C_{ave}IA = 0.30 (0.53) 3.46 = 0.55$ cfs

$Q_{ret} = Q_{dev} - Q_{hist} = 0.92 - 0.55 = 0.37$ cfs (minimum retained run-off)

The discharged flows are as follows

- Lot improvements flow to the street.
- Lots, sidewalk, curb and gutter and northern half of street paving flows to a detention and infiltration facility located on Lot 10.

Basin “D-2”:

| | |
|-------------|----------------------------|
| Roofs | = 0.87 acres x 0.95 = 0.83 |
| Driveways | = 0.23 acres x 0.95 = 0.22 |
| ST/C&G/SW | = 0.78 acres x 0.95 = 0.74 |
| Lawn(85%) | = 1.63 acres x 0.08 = 0.13 |
| Lt Veg(15%) | = 0.29 acres x 0.30 = 0.09 |
| Total | = 3.80 acres = 2.01 |

Longest Travel Distance (ground) = 1390 ft.

Elevation Difference (5066.48-5058.39) = 8.09 ft.

Slope, S = Elev./Dist. = 0.58%

$C_{ave} = 2.01/3.80 = 0.53$

$t_c = 43.5$ mins; (see T_c graph attached)

10-year, 2 Hour Storm Event:

Rainfall Intensity, I = 0.53 inches/hour

$Q_{dev} = C_{ave}IA = 0.53 (0.53) 3.80 = 1.07$ cfs (total run-off)

$Q_{hist} = C_{ave}IA = 0.30 (0.53) 3.80 = 0.60$ cfs

$Q_{ret} = Q_{dev} - Q_{hist} = 1.07 - 0.60 = 0.47$ cfs (minimum retained run-off)

The discharged flows are as follows

- Lot improvements flow to the street.
- Lots, sidewalk, curb and gutter and southern half of street paving flows to a detention and infiltration facility located on Lot 10.

Basin "D-3":

| | |
|-------------|----------------------------|
| Roofs | = 0.59 acres x 0.95 = 0.56 |
| Driveways | = 0.14 acres x 0.95 = 0.13 |
| ST/C&G/SW | = 0.52 acres x 0.95 = 0.49 |
| Lawn(85%) | = 0.90 acres x 0.08 = 0.07 |
| Lt Veg(15%) | = 0.16 acres x 0.30 = 0.05 |
| Total | = 2.31 acres = 1.30 |

Longest Travel Distance (ground) = 223 ft.

Elevation Difference (5057.13-5056.26) = 0.87 ft.

Slope, S = Elev./Dist. = 0.39%

$C_{ave} = 1.30/2.31 = 0.56$

$t_c = 17.7$ mins; (see Tc graph attached)

10-year, 2 Hour Storm Event:

Rainfall Intensity, I = 0.53 inches/hour

$Q_{dev} = C_{ave}IA = 0.56 (0.53) 2.31 = 0.69$ cfs (total run-off)

$Q_{hist} = C_{ave}IA = 0.30 (0.53) 2.31 = 0.37$ cfs

$Q_{ret} = Q_{dev} - Q_{hist} = 0.69 - 0.32 = 0.38$ cfs (minimum retained run-off)

The discharged flows are as follows:

- Lot improvements sheet flow across the street.
- Lots, sidewalk, curb and gutter and street paving flows to a detention and infiltration facility located on Lot 24.

Basin "D-4":

| | |
|-------------|-----------------------------|
| Roofs | = 0.05 acres x 0.95 = 0.05 |
| Driveways | = 0.01 acres x 0.95 = 0.01 |
| ST/C&G/SW | = 0.16 acres x 0.95 = 0.15 |
| Lawn(85%) | = 0.03 acres x 0.08 = 0.003 |
| Lt Veg(15%) | = 0.01 acres x 0.30 = 0.003 |
| Total | = 0.26 acres = 0.22 |

Longest Travel Distance (ground) = 1390 ft.

Elevation Difference (5066.48-5058.39) = 8.09 ft.

Slope, S = Elev./Dist. = 0.58%

$C_{ave} = 0.22/0.26 = 0.85$

$t_c = 17.8$ mins; (see Tc graph attached)

10-year, 2 Hour Storm Event:

Rainfall Intensity, I = 0.53 inches/hour

$Q_{dev} = C_{ave}IA = 0.85 (0.53) 0.26 = 0.12$ cfs (total run-off)

$$Q_{hist} = C_{ave}IA = 0.30 (0.53) 0.26 = 0.04 \text{ cfs}$$

$$Q_{ret} = Q_{dev} - Q_{hist} = 0.12 - 0.04 = 0.08 \text{ cfs (minimum retained run-off)}$$

The discharged flows are as follows:

- Lot improvements sheet flow across street.
- Lots, sidewalk, curb and gutter and street paving flows to a detention and infiltration facility located in the 26th Street R.O.W.

Developed Run-off – 10 Year, 2 Hour Storm Event:

$$\begin{aligned} \text{Total } Q_{dev} &= (D-1)+(D-2)+(D-3)+(D-4) \\ \text{Total } Q_{dev} &= 0.94+1.07+0.69+0.12=2.82 \text{ cfs} \end{aligned}$$

$$\text{Total } Q_{lots} = 0.55+0.61+0.37+0.04=1.56 \text{ cfs}$$

$$\text{Total } Q_{ret} = 2.82-1.56=1.26 \text{ cfs}$$

D: Developed Run-off – 25Year, 2 Hour Storm Event – Infiltration Design

| <u>Basin “D-1”:</u> | Flows to Detention and Infiltration Facility Lot 10 |
|----------------------------|--|
| Roofs | = 0.78 acres x 0.95 = 0.74 |
| Driveways | = 0.21 acres x 0.95 = 0.20 |
| ST/C&G/SW | = 0.63 acres x 0.95 = 0.60 |
| Lawn(85%) | = 1.56 acres x 0.08 = 0.12 |
| Lt Veg(15%) | = 0.28 acres x 0.30 = 0.08 |
| Total | = 3.46 acres = 1.74 |

Longest Travel Distance (ground) = 1230 ft.

Ground Elevation Difference (5066.75 – 5057.99) = 8.76 ft.

Ground Slope, S = Elev./Dist. = 0.71%

$$C_{ave} = 1.74/3.46=0.50$$

t_c = 12.1 mins; (see Tc graph attached)

25-year, 2 Hour Storm Event:

Rainfall Intensity, I = 0.66 inches/hour

$$Q = C_{ave}IA = 0.50 (0.66) 3.46 = 1.14 \text{ cfs}$$

| <u>Basin “D-2”:</u> | Flows to Detention and Infiltration Facility Lot 10 |
|----------------------------|--|
| Roofs | = 0.87 acres x 0.95 = 0.83 |
| Driveways | = 0.23 acres x 0.95 = 0.22 |
| ST/C&G/SW | = 0.78 acres x 0.95 = 0.74 |
| Lawn(85%) | = 1.63 acres x 0.08 = 0.13 |
| Lt Veg(15%) | = 0.29 acres x 0.30 = 0.09 |
| Total | = 3.80 acres = 2.01 |

Longest Travel Distance (ground) = 1390 ft.
 Elevation Difference (5066.48-5058.39) = 8.09 ft.
 Slope, S = Elev./Dist. = 0.58%
 $C_{ave} = 2.01/3.80 = 0.53$
 $t_c = 2.2$ mins; (see Tc graph attached)

25-year, 2-hour Storm Event:
 Rainfall Intensity, I = 0.66 inches/hour
 $Q = C_{ave}IA = 0.53 (0.66) 3.80 = 1.33$ cfs

Basin "D-3":

Flows to Detention and Infiltration Facility Lot 24

| | |
|-------------|----------------------------|
| Roofs | = 0.59 acres x 0.95 = 0.56 |
| Driveways | = 0.14 acres x 0.95 = 0.13 |
| ST/C&G/SW | = 0.52 acres x 0.95 = 0.49 |
| Lawn(85%) | = 0.90 acres x 0.08 = 0.07 |
| Lt Veg(15%) | = 0.16 acres x 0.30 = 0.05 |
| Total | = 2.31 acres = 1.30 |

Longest Travel Distance (ground) = 223 ft.
 Elevation Difference (5057.13-5056.26) = 0.87 ft.
 Slope, S = Elev./Dist. = 0.39%
 $C_{ave} = 1.30/2.30 = 0.56$
 $t_c = 2.2$ mins; (see Tc graph attached)

25-year, 2-hour Storm Event:
 Rainfall Intensity, I = 0.62 inches/hour
 $Q = C_{ave}IA = 0.56 (0.66) 2.31 = 0.85$ cfs

Basin "D-4":

Flows to Infiltration Facility at NE end of Singing Lark Court and 26th Street

| | |
|-------------|-----------------------------|
| Roofs | = 0.05 acres x 0.95 = 0.05 |
| Driveways | = 0.01 acres x 0.95 = 0.01 |
| ST/C&G/SW | = 0.16 acres x 0.95 = 0.15 |
| Lawn(85%) | = 0.03 acres x 0.08 = 0.003 |
| Lt Veg(15%) | = 0.01 acres x 0.30 = 0.003 |
| Total | = 0.26 acres = 0.22 |

Longest Travel Distance (ground) = 1390 ft.
 Elevation Difference (5066.48-5058.39) = 8.09 ft.
 Slope, S = Elev./Dist. = 0.58%
 $C_{ave} = 0.22/0.26 = 0.85$
 $t_c = 2.2$ mins; (see Tc graph attached)

25-year, 2-hour Storm Event:
 Rainfall Intensity, I = 0.62 inches/hour
 $Q = C_{ave}IA = 0.85 (0.66) 0.26 = 0.15$ cfs

E. References

ASCE - Urban Run-off Quality Management - Manual #87; 1998; Pg. 203-210

Stormwater - BMP & Detention for Water Quality, Drainage, and CSO Management; Urbonas/Stahre; 1993; Pg. 241-247

Urban Storm Drainage - Criteria Manual - Vol. 1 & 2; Denver Regional Council of Governments; Wright-McLaughlin; 2000

Water Resources Engineering - 4th Edition; Linsley; 1992

A Hydrology Primer, CE News; Roy D. Dodson, PE; January 1999

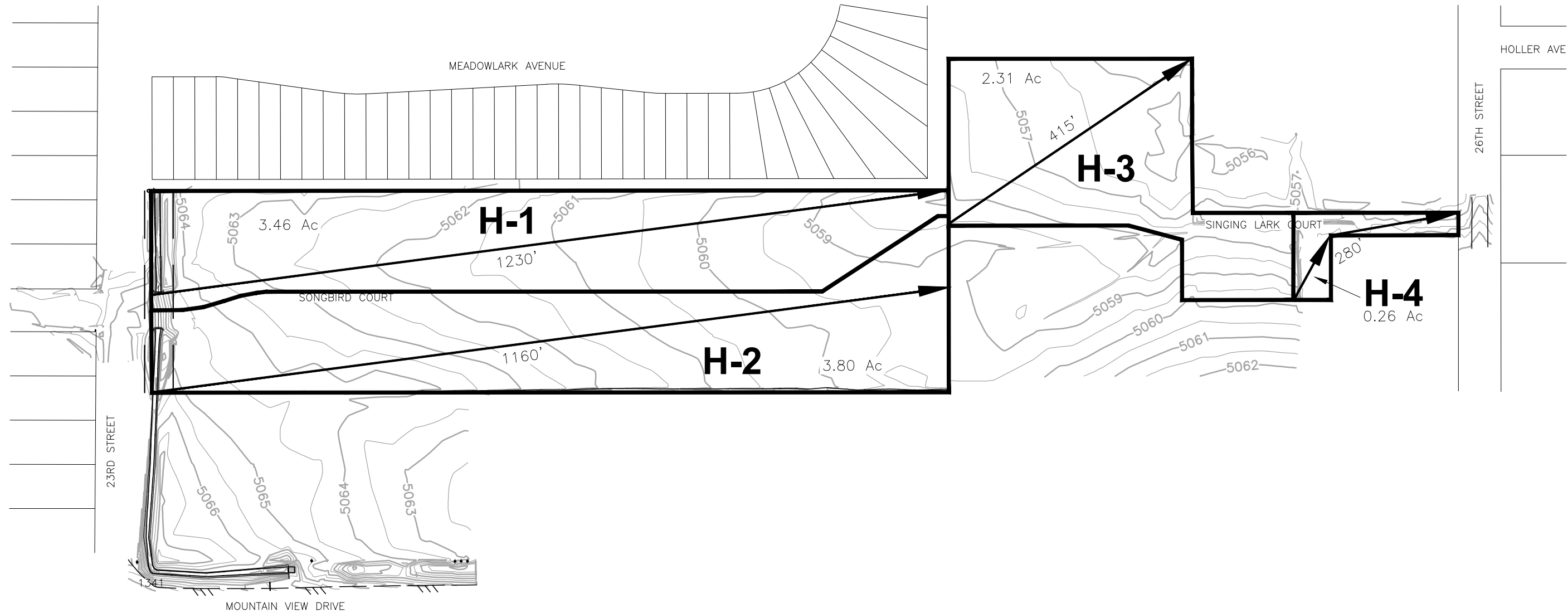
Inlet Grate Capacities for Gutter Flow and Ponded Water; Neenah Foundry Company; October 1999

Cody Storm Water Management Policy; City of Cody; 2003

III. ATTACHMENTS

- Plan Sheet 1 – Historic Plan
- Plan Sheet 2 – Developed Plan
- Plan Sheets 3 - 5 – Roadway Plans
- Plan Sheet 6 – Perc Trench Details
- Perc Trench Worksheets
- T_c Graphs
- Developed Area Quantities
- Appendix A – NOAA Precipitation and Intensity Table
- Appendix B – Run-off Coefficients for Rational Method

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| DATE | DRAWING LOG | BY | CHECKED | APPROVED | DRAWN BY: MLC |
|----------|------------------|-----|---------|----------|--------------------|
| 05/09/23 | EDITS | HNM | BJR | BJR | JOB NO. 21042.00 |
| 01/20/23 | ORIGINAL DRAWING | MLC | BJR | BJR | FIELD BOOK NO. 593 |

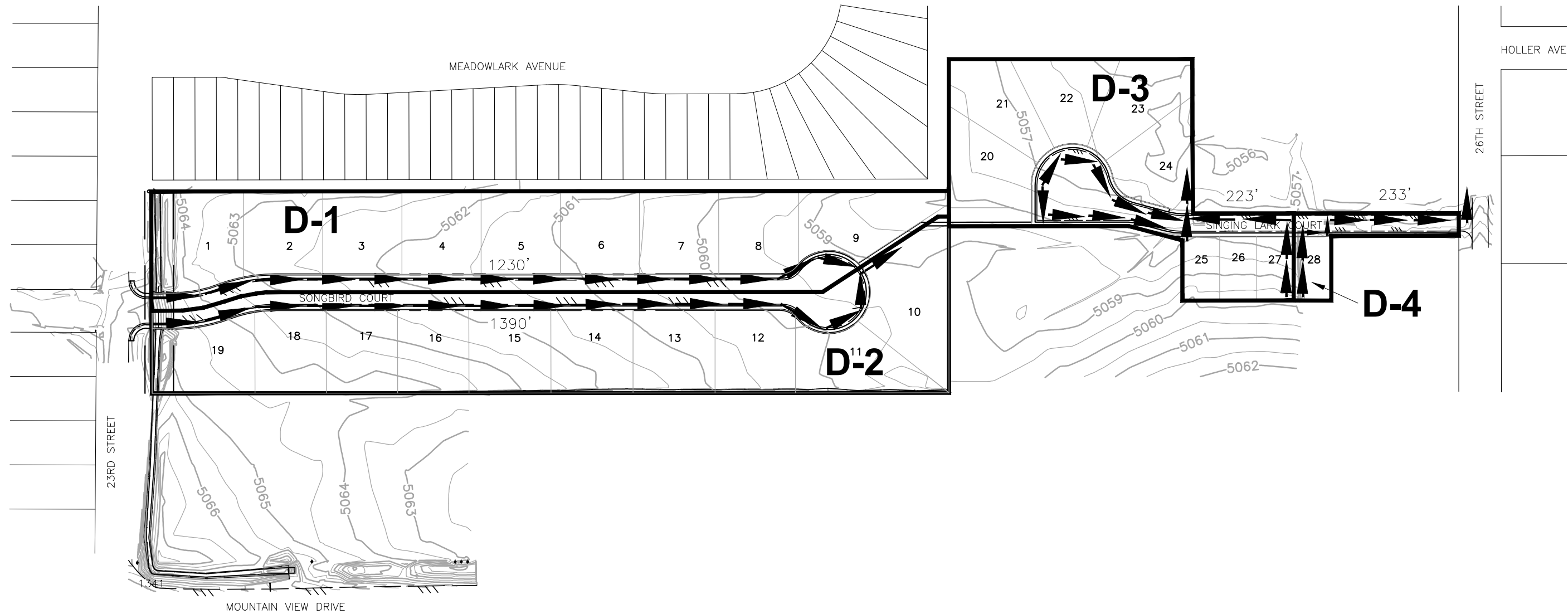


ENGINEERING ASSOCIATES – CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:
MEADOWLARK MEADOWS, LLC

PROJECT: DRAINAGE REPORT
TITLE: HISTORIC DRAINAGE

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| DATE | DRAWING LOG | BY | CHECKED | APPROVED | DRAWN BY: MLC |
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| | | | | | JOB NO. 21042.00 |
| 05/09/23 | EDITS | HNH | BJR | BJR | FIELD BOOK NO. 593 |
| 01/20/23 | ORIGINAL DRAWING | MLC | BJR | BJR | |

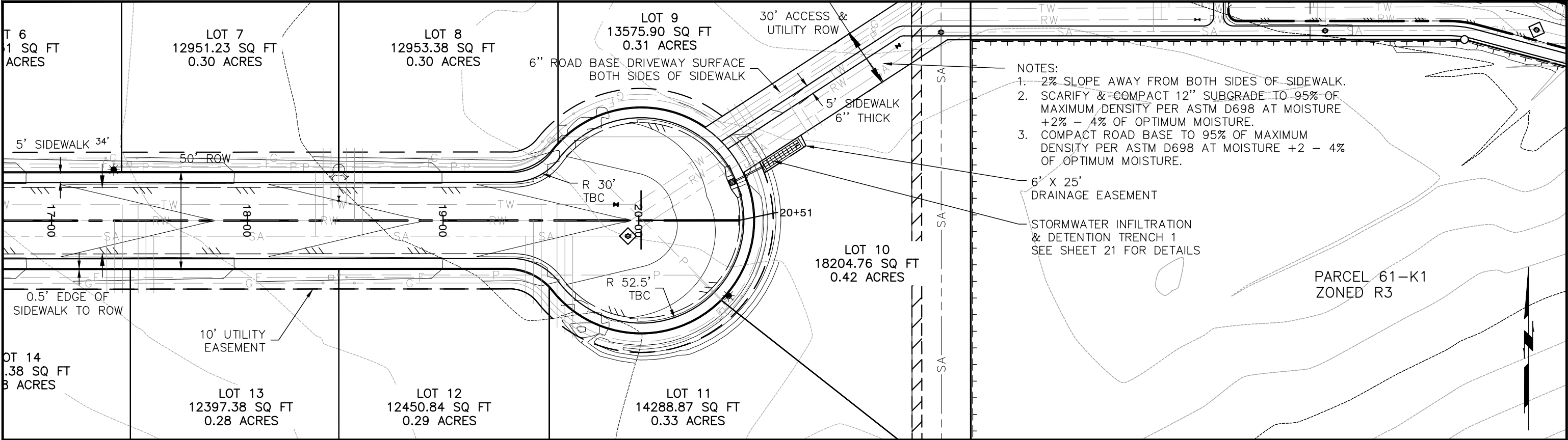


ENGINEERING ASSOCIATES – CODY, WYOMING
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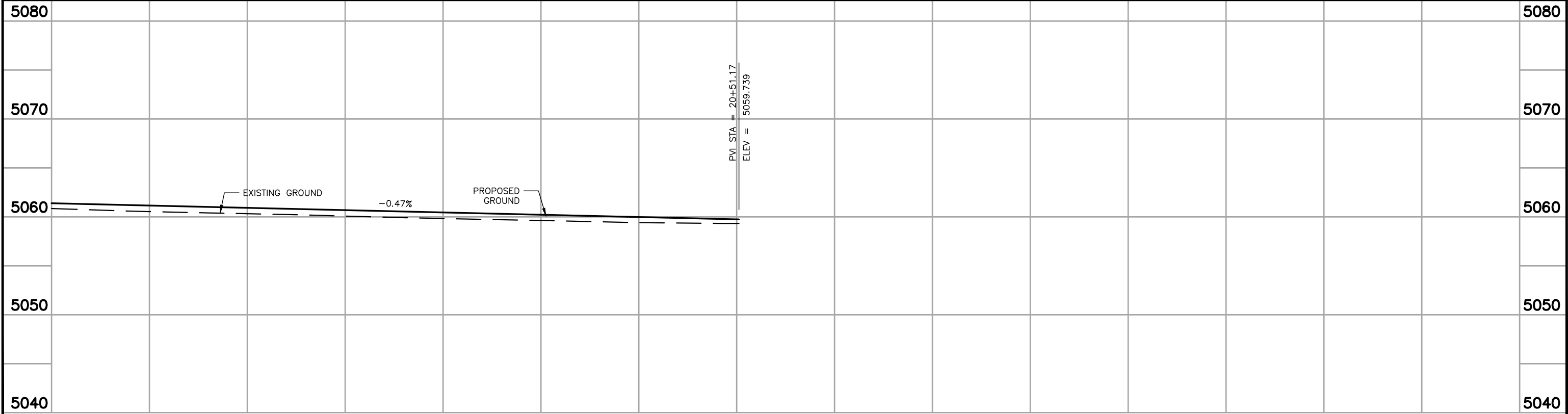
OWNER:
MEADOWLARK MEADOWS, LLC.


PROJECT: DRAINAGE REPORT
TITLE: DEVELOPED DRAINAGE

D-2

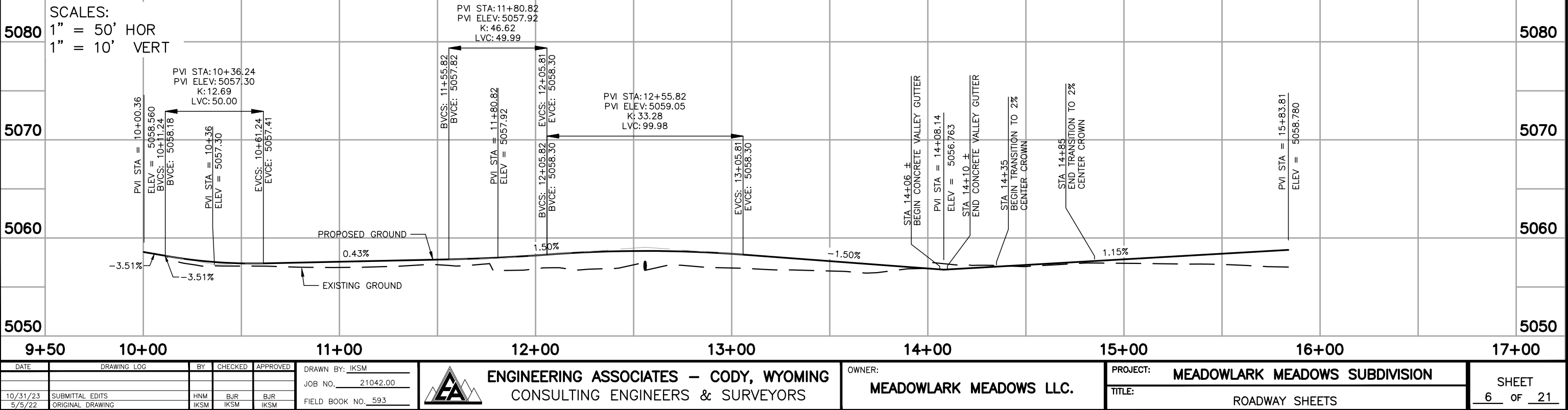
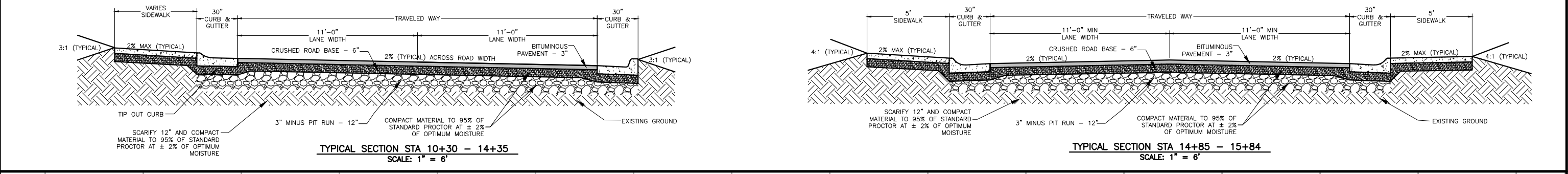
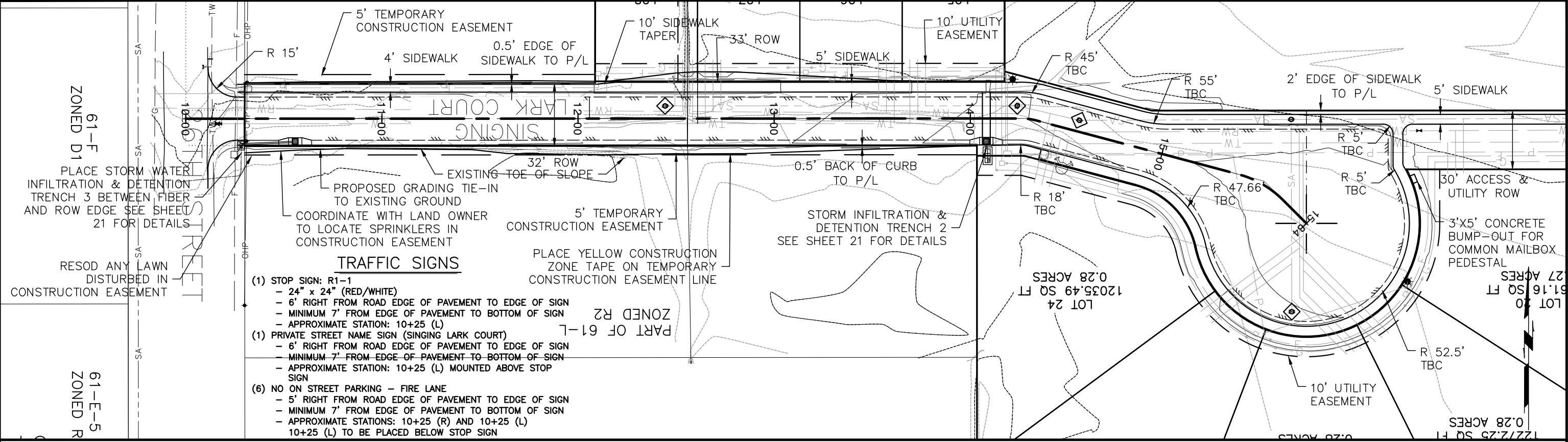


SCALES:
1" = 50' HOR
1" = 10' VERT

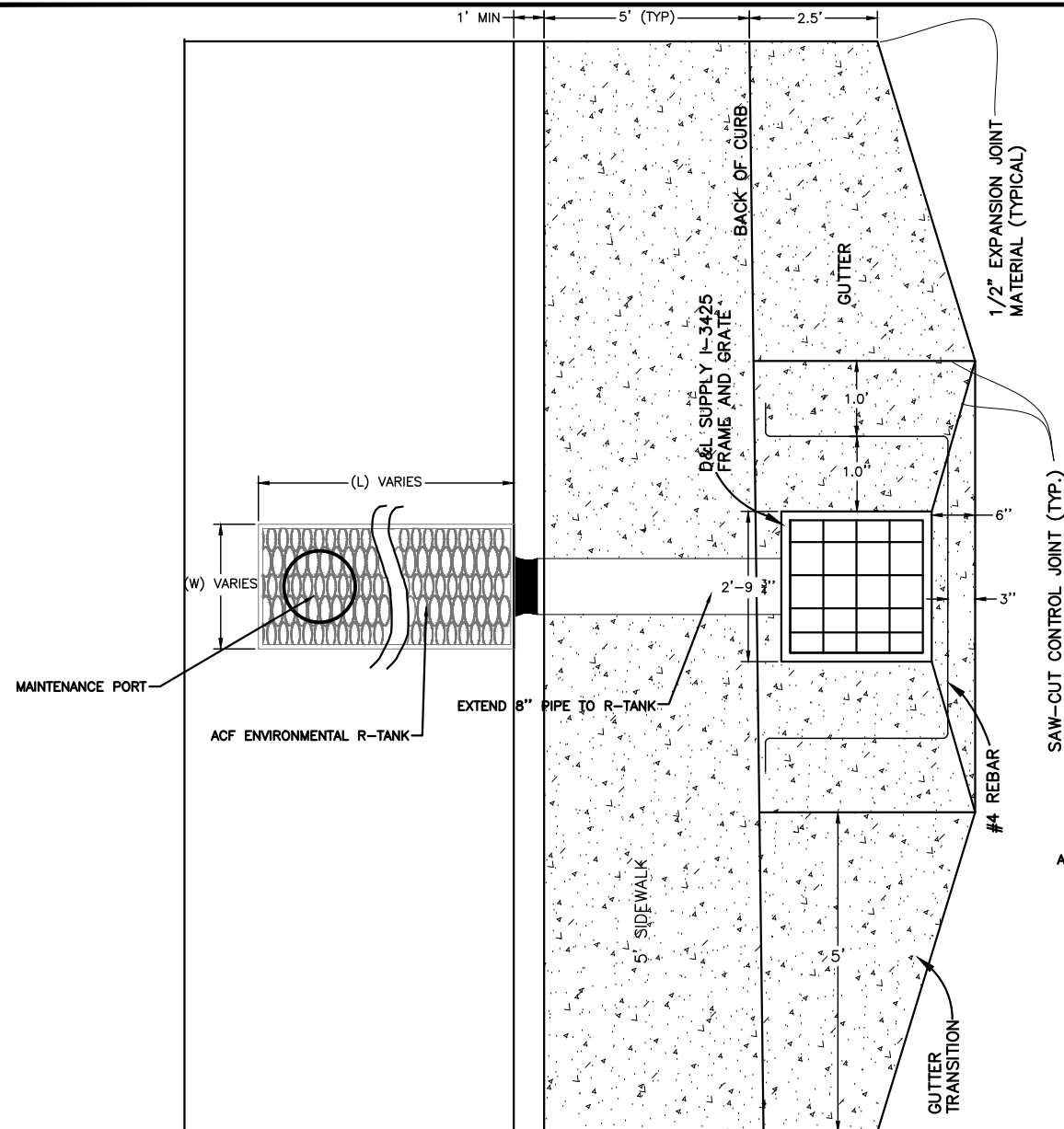


| 17+00 | | | | | 18+00 | | | | | 19+00 | | | | | 20+00 | | | | | 21+00 | | | | | 22+00 | | | | | 23+00 | | | | | 24+00 | | | | | 24+50 | | | | |
|----------|--|------------------|--|--|-------------|-------------|-------------|--|--------------------|-------|--|--|--|---|-------|--|--|--|---------------------------------------|-------|--|--|--|--|-------|--|--|--|----------------------|-------|--|--|--|--|-------|--|--|--|--|-------|--|--|--|--|
| DATE | | DRAWING LOG | | | BY | CHECKED | APPROVED | | DRAWN BY: IKSM | | | | |  ENGINEERING ASSOCIATES – CODY, WYOMING CONSULTING ENGINEERS & SURVEYORS | | | | | OWNER: MEADOWLARK MEADOWS LLC. | | | | | PROJECT: MEADOWLARK MEADOWS SUBDIVISION | | | | | SHEET 5 OF 21 | | | | | | | | | | | | | | | |
| | | | | | | | | | JOB NO. 21042.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10/31/23 | | SUBMITTAL EDITS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5/5/22 | | ORIGINAL DRAWING | | | HNM IKSM | BJR IKSM | BJR IKSM | | FIELD BOOK NO. 593 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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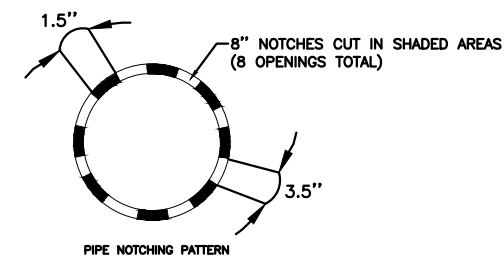
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NOTES

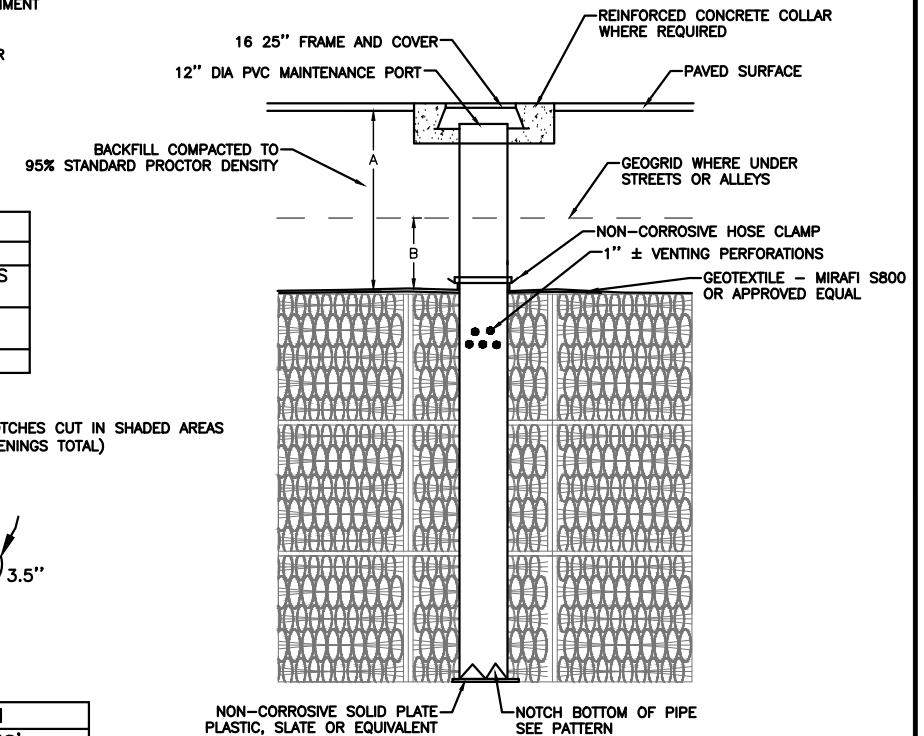
1. THIS PORT IS USED TO PUMP WATER INTO THE SYSTEM AND RE-SUSPEND ACCUMULATED SEDIMENT SO THAT IT MAY BE PUMPED OUT.
2. MINIMUM REQUIRED MAINTENANCE INCLUDES A QUARTERLY INSPECTION DURING THE FIRST YEAR OF OPERATION AND A YEARLY INSPECTION THEREAFTER. FLUSH AS NEEDED.
3. ONLY R-TANK^{HD} AND R-TANK^{SD} MAY BE USED IN TRAFFIC APPLICATIONS.

| DEPTH SUMMARY | | |
|----------------------|---------------------|-------------------|
| TYPE | A | B |
| R-TANK | 12" MIN-36" MAX | AS SHOWN ON PLANS |
| R-TANK ^{HD} | 20" MIN - 6.99' MAX | 12" |
| R-TANK ^{SD} | 18" MIN - 9.99' MAX | 12" |

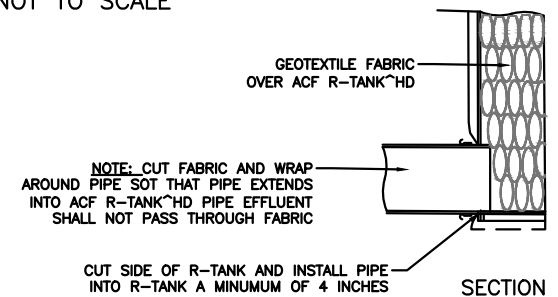
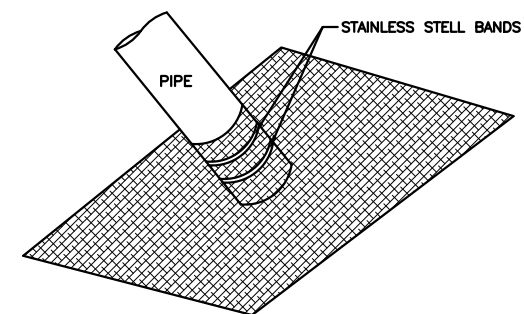


| PERC TRENCH | K | L | W | H |
|-------------|------------|--------|-------|-------|
| 1 | 16.5' | 21.11' | 3.84' | 5.58' |
| 2 | 20' | 7.04' | 2.63' | 5.58' |
| 3 | SEE NOTE 1 | 2.35' | 1.31' | 4.20' |

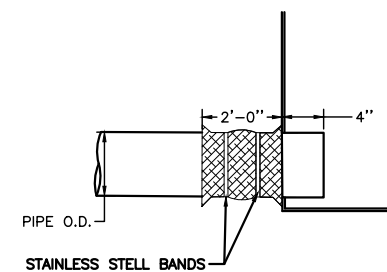
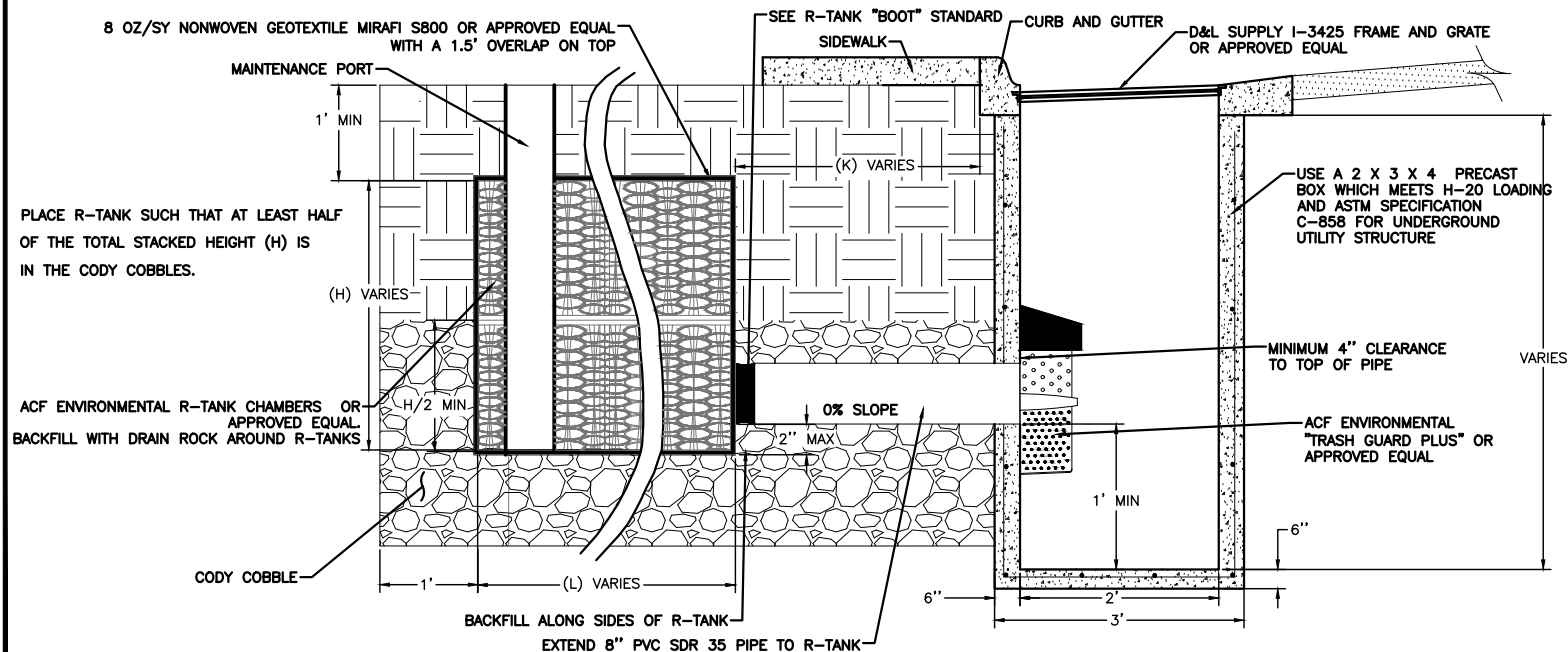
NOTE 1: PIPE FROM DROP INLET TO R-TANK TO EXIT SIDE OF DROP INLET AND RUN PARALLEL TO CURB & GUTTER AND ENTER SIDE OF R-TANK APPROXIMATELY 26'.



MAINTENACNE PORT NOT TO SCALE

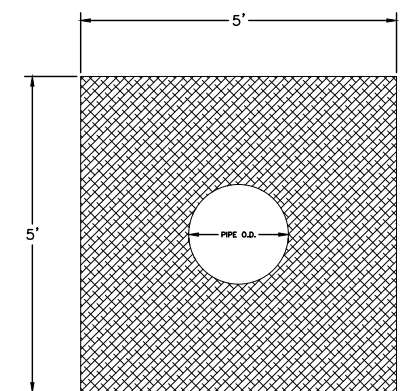


- 8 OZ/SY NONWOVEN GEOTEXTILE MIRAFI S800 OR APPROVED EQUAL WITH 1.5' OVERLAP
- FABRIC COLLAR TO FIT OUTSIDE DIAMETER OF INLET/OUTLET PIPE



SIDE VIEW

R-TANK PIPE BOOT NOT TO SCALE



FRONT VIEW

| DATE | DRAWING LOG | BY | CHECKED | APPROVED | DRAWN BY: IKSM |
|----------|------------------|------|---------|----------|--------------------|
| 10/31/23 | SUBMITTAL EDITS | HNM | BJR | BJR | JOB NO. 21042.00 |
| 5/5/22 | ORIGINAL DRAWING | IKSM | IKSM | IKSM | FIELD BOOK NO. 593 |



ENGINEERING ASSOCIATES - CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:

MEADOWLARK MEADOWS LLC.

PROJECT:

MEADOWLARK MEADOWS SUBDIVISION

TITLE:

STORM WATER DETAILS

SHEET

21 OF 21

**Webster Subdivision
CODY, WY
Surface Percolation Trench Sizing**

Areas D-1 & D-2

Project No. 21042

YELLOW - INPUT FIELDS

Area = 7.26 ac
C = 0.52 weighted average
I = 0.66 in/hr (25-yr, 2-hr storm)

Pit Dimensions:

W = 3.94 ft
H = 5.58 ft 2.79 Depth in Cody Cobbles (ft)
L = 21.11 ft Pit size to be used = 4 x 6 x 25 ft

Percolation Outflow Rate $Q = k \times H/2 \times (L+W)^2$:

[1/2 wall perc only]

k = 0.024 ft/sec (hydraulic conductivity)

[based on existing soil type]

Q = 3.355 cf/sec

Porosity = 0.95 R-Tank - ACF Environmental

[Per Manufacturer]

| STORM DURATION (MIN) | 25-YR RAINFALL INTENSITY (IN/HR) | RUNOFF VOLUME (CF) ¹ | OUTFLOW VOLUME (CF) ² | VOLUME STORED (CF) ³ | NEEDED TRENCH VOLUME (CF) ⁴ | NEEDED TRENCH LENGTH (FT) ⁵ |
|----------------------|----------------------------------|---------------------------------|----------------------------------|---------------------------------|--|--|
| 5 | 4.18 | 4702.5 | 1006.4 | 3696.1 | 3890.6 | 177.1 |
| 10 | 3.24 | 7290.0 | 2012.8 | 5277.2 | 5554.9 | 253 |
| 15 | 2.74 | 9247.5 | 3019.2 | 6228.3 | 6556.1 | 298 |
| 30 | 1.90 | 12825.0 | 6038.5 | 6786.5 | 7143.7 | 325 |
| 60 | 1.20 | 16200.0 | 12076.9 | 4123.1 | 4340.1 | 198 |
| 120 | 0.66 | 17820.0 | 24153.8 | -6333.8 | -6667.2 | -303 |

¹Runoff Volume = $(K \times \text{Cave} \times I \times A) \times \text{Storm Duration} \times 60$

[based on City's trapezoid area for modified rational calculation.]

²Outflow Volume = $Q \times \text{Storm Duration} \times 60$

³Volume Stored = Runoff Volume - Outflow Volume

⁴Needed Trench Volume = Volume Stored/Porosity

⁵Needed Trench Length = Needed Trench Volume/(H x W)

Reference: URBAN RUNOFF QUALITY MANAGEMENT - ASCE - MANUAL NO. 87, 1998
Pages 203 - 210

**Webster Subdivision
CODY, WY
Surface Percolation Trench Sizing**

Area D-3

Project No. 21042

YELLOW - INPUT FIELDS

Area = 2.31 ac
C = 0.56 weighted average
I = 0.66 in/hr (25-yr, 2-hr storm)

Pit Dimensions:

W = 2.63 ft
H = 5.58 ft 2.79 Depth in Cody Cobbles (ft)
L = 7.038 ft Pit size to be used = 3 x 6 x 8 ft

Percolation Outflow Rate $Q = k \times H/2 \times (L+W)^2$:

[1/2 wall perc only]

k = 0.024 ft/sec (hydraulic conductivity)

[based on existing soil type]

Q = 1.294 cf/sec

Porosity = 0.95 R-Tank - ACF Environmental

[Per Manufacturer]

| STORM DURATION (MIN) | 25-YR RAINFALL INTENSITY (IN/HR) | RUNOFF VOLUME (CF) ¹ | OUTFLOW VOLUME (CF) ² | VOLUME STORED (CF) ³ | NEEDED TRENCH VOLUME (CF) ⁴ | NEEDED TRENCH LENGTH (FT) ⁵ |
|----------------------|----------------------------------|---------------------------------|----------------------------------|---------------------------------|--|--|
| 5 | 4.18 | 1622.2 | 388.2 | 1234.0 | 1298.9 | 88.7 |
| 10 | 3.24 | 2514.8 | 776.4 | 1738.4 | 1829.8 | 125 |
| 15 | 2.74 | 3190.0 | 1164.6 | 2025.4 | 2132.0 | 146 |
| 30 | 1.90 | 4424.1 | 2329.2 | 2094.9 | 2205.2 | 151 |
| 60 | 1.20 | 5588.4 | 4658.4 | 929.9 | 978.9 | 67 |
| 120 | 0.66 | 6147.2 | 9316.8 | -3169.6 | -3336.4 | -228 |

¹Runoff Volume = (K x Cave x I x A) x Storm Duration x 60

[based on City's trapezoid area for modified rational calculation.]

²Outflow Volume = Q x Storm Duration x 60

³Volume Stored = Runoff Volume - Outflow Volume

⁴Needed Trench Volume = Volume Stored/Porosity

⁵Needed Trench Length = Needed Trench Volume/(H x W)

Reference: URBAN RUNOFF QUALITY MANAGEMENT - ASCE - MANUAL NO. 87, 1998
Pages 203 - 210

**Webster Subdivision
CODY, WY
Surface Percolation Trench Sizing**

Area D-4

Project No. 21042

YELLOW - INPUT FIELDS

Area = 0.26 ac
C = 0.85 weighted average
I = 0.66 in/hr (25-yr, 2-hr storm)

Pit Dimensions:

W = 1.31 ft
H = 4.2 ft 2.1 Depth in Cody Cobbles (ft)
L = 2.346 ft Pit size to be used = 2 x 6 x 3 ft

Percolation Outflow Rate $Q = k \times H/2 \times (L+W)/2$:

[1/2 wall perc only]

k = 0.024 ft/sec (hydraulic conductivity)

[based on existing soil type]

Q = 0.369 cf/sec

Porosity = 0.95 R-Tank - ACF Environmental

[Per Manufacturer]

| STORM DURATION (MIN) | 25-YR RAINFALL INTENSITY (IN/HR) | RUNOFF VOLUME (CF) ¹ | OUTFLOW VOLUME (CF) ² | VOLUME STORED (CF) ³ | NEEDED TRENCH VOLUME (CF) ⁴ | NEEDED TRENCH LENGTH (FT) ⁵ |
|----------------------|----------------------------------|---------------------------------|----------------------------------|---------------------------------|--|--|
| 5 | 4.18 | 277.1 | 110.6 | 166.5 | 175.3 | 31.8 |
| 10 | 3.24 | 429.6 | 221.3 | 208.4 | 219.3 | 40 |
| 15 | 2.74 | 545.0 | 331.9 | 213.1 | 224.3 | 41 |
| 30 | 1.90 | 755.8 | 663.8 | 92.1 | 96.9 | 18 |
| 60 | 1.20 | 954.7 | 1327.5 | -372.8 | -392.4 | -71 |
| 120 | 0.66 | 1050.2 | 2655.1 | -1604.9 | -1689.3 | -306 |

¹Runoff Volume = (K x Cave x I x A) x Storm Duration x 60

[based on City's trapezoid area for modified rational calculation.]

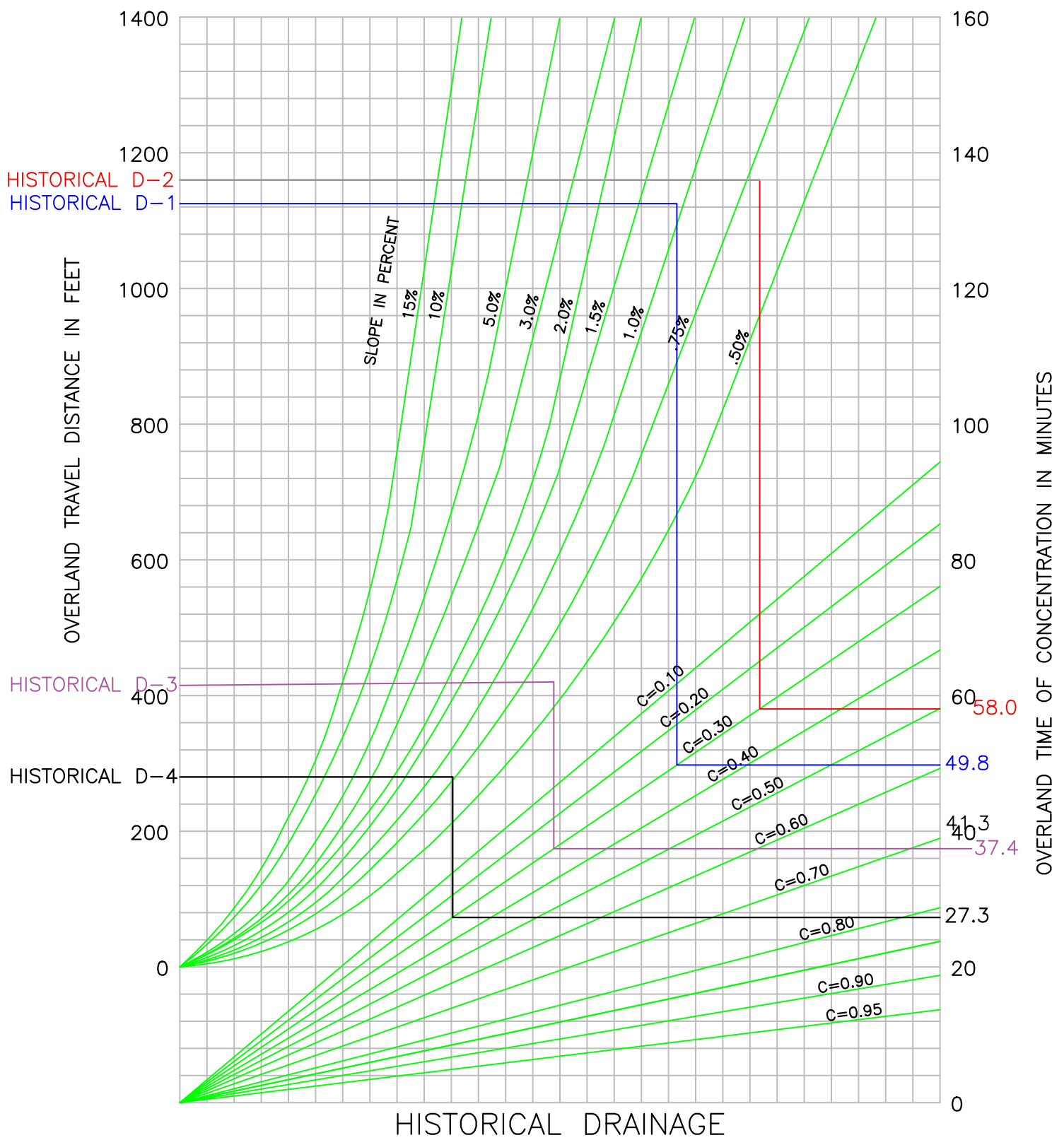
²Outflow Volume = Q x Storm Duration x 60

³Volume Stored = Runoff Volume - Outflow Volume

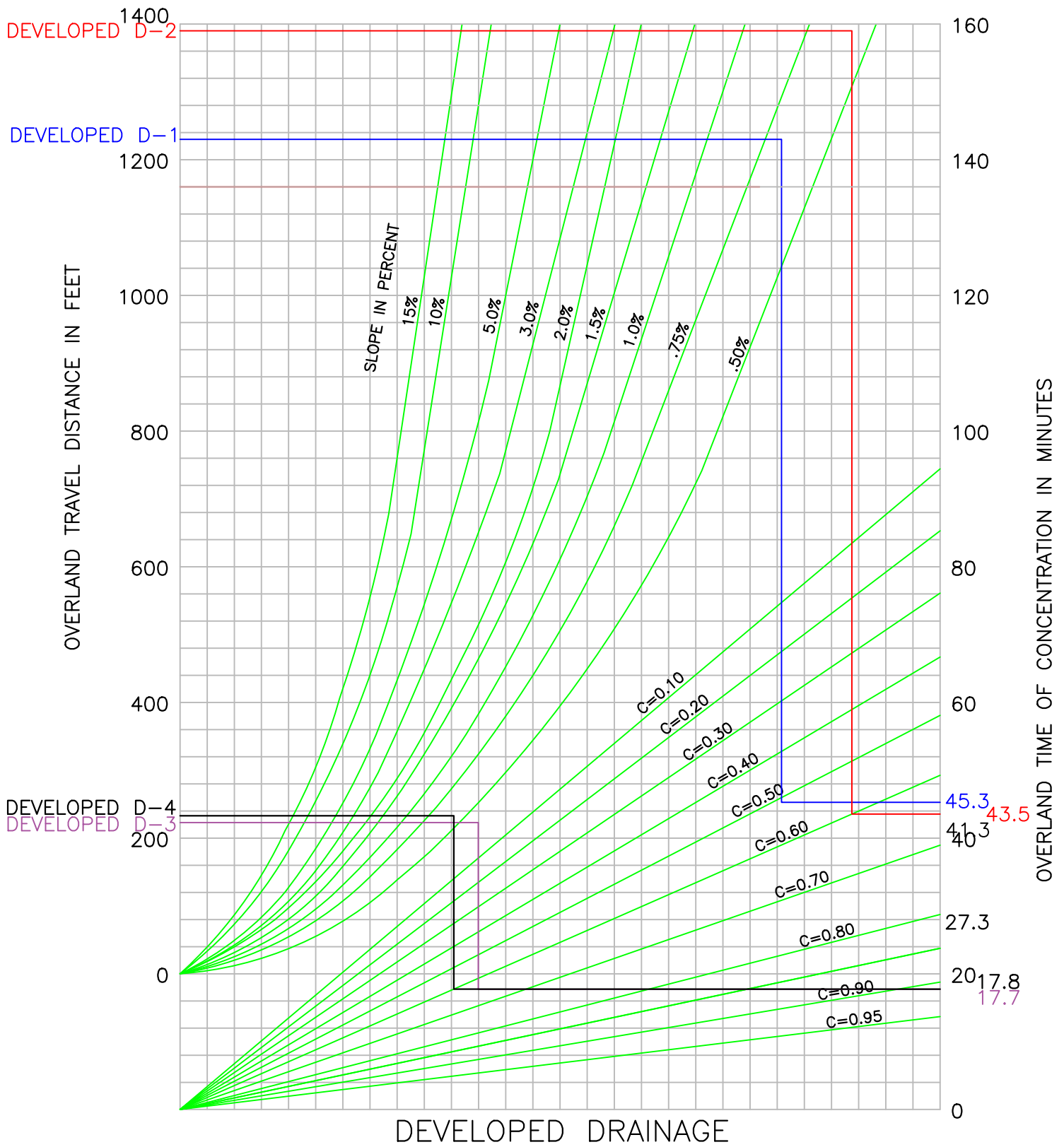
⁴Needed Trench Volume = Volume Stored/Porosity

⁵Needed Trench Length = Needed Trench Volume/(H x W)

Reference: URBAN RUNOFF QUALITY MANAGEMENT - ASCE - MANUAL NO. 87, 1998
Pages 203 - 210



| | |
|----------------|------|
| HISTORIC "D-1" | 49.8 |
| HISTORIC "D-2" | 58.0 |
| HISTORIC "D-3" | 37.4 |
| HISTORIC "D-4" | 27.3 |



| | |
|-----------------|------|
| DEVELOPED "D-1" | 45.3 |
| DEVELOPED "D-2" | 43.5 |
| DEVELOPED "D-3" | 17.7 |
| DEVELOPED "D-4" | 17.8 |

APPENDIX A

PRECIPITATION (IN)

| | 2 yr | 5yr | 10yr | 25 yr | 50 yr | 100 yr |
|--------|------|------|------|-------|-------|--------|
| 5 min | 0.15 | 0.23 | 0.28 | 0.35 | 0.41 | 0.46 |
| 10 min | 0.23 | 0.36 | 0.43 | 0.54 | 0.63 | 0.71 |
| 15 min | 0.30 | 0.46 | 0.54 | 0.68 | 0.80 | 0.90 |
| 30 min | 0.41 | 0.63 | 0.75 | 0.95 | 1.11 | 1.25 |
| 1 hr | 0.52 | 0.80 | 0.95 | 1.20 | 1.40 | 1.58 |
| 2 hr | 0.60 | 0.89 | 1.05 | 1.31 | 1.51 | 1.70 |
| 3 hr | 0.67 | 0.96 | 1.14 | 1.41 | 1.61 | 1.80 |
| 6 hr | 0.85 | 1.15 | 1.35 | 1.65 | 1.85 | 2.05 |
| 12 hr | 1.08 | 1.43 | 1.68 | 2.03 | 2.28 | 2.53 |
| 24 hr | 1.30 | 1.70 | 2.00 | 2.40 | 2.70 | 3.00 |

INTENSITY (IN/HR)

| | 2 yr | 5yr | 10yr | 25 yr | 50 yr | 100 yr |
|--------|------|------|------|-------|-------|--------|
| 5 min | 1.81 | 2.78 | 3.31 | 4.18 | 4.87 | 5.50 |
| 10 min | 1.40 | 2.16 | 2.57 | 3.24 | 3.78 | 4.27 |
| 15 min | 1.19 | 1.82 | 2.17 | 2.74 | 3.19 | 3.60 |
| 30 min | 0.82 | 1.26 | 1.50 | 1.90 | 2.21 | 2.50 |
| 1 hr | 0.52 | 0.80 | 0.95 | 1.20 | 1.40 | 1.58 |
| 2 hr | 0.30 | 0.44 | 0.53 | 0.66 | 0.76 | 0.85 |
| 3 hr | 0.22 | 0.32 | 0.38 | 0.47 | 0.54 | 0.60 |
| 6 hr | 0.14 | 0.19 | 0.23 | 0.28 | 0.31 | 0.34 |
| 12 hr | 0.09 | 0.12 | 0.14 | 0.17 | 0.19 | 0.21 |
| 24 hr | 0.05 | 0.07 | 0.08 | 0.10 | 0.11 | 0.13 |

Developed from NOAA Atlas 2, Precipitation Frequency Analysis of the Western United States, 1973

precipitation data

10/5/2005

APPENDIX B

Runoff Coefficients for Rational Method

| <u>Surface</u> | | <u>Value</u> |
|---------------------|-----------------|--------------|
| Asphalt | | 0.70 – 0.95 |
| Brick | | 0.70 – 0.85 |
| Concrete | | 0.80 – 0.95 |
| Well Drained Lawn | Flat <2% | 0.05 – 0.10 |
| | Average 2% - 7% | 0.10 – 0.15 |
| | Steep >7% | 0.15 – 0.20 |
| Poorly Drained Lawn | Flat <2% | 0.13 – 0.17 |
| | Average 2% - 7% | 0.18 – 0.22 |
| | Steep >7% | 0.25 – 0.35 |
| Unimproved Areas | | 0.10 – 0.30 |

Other values should be determined using good engineering judgment.

APPENDIX B

Recommended runoff coefficients taken from the Urban Storm Drainage Criteria Manual by permission of the Urban Drainage and Flood Control District.

| Land Use or Surface Characteristics | Frequency <u>10yr</u> | <u>100yr</u> |
|--|--------------------------|--------------|
| <u>Business:</u> | | |
| Commercial Areas | 0.88 | 0.89 |
| Neighborhood Areas | 0.70 | 0.80 |
| <u>Residential:</u> | | |
| Single-Family | 0.50 | 0.60 |
| Multi-Unit (detached) | 0.60 | 0.70 |
| Multi-Unit (attached) | 0.70 | 0.80 |
| ½ Acre Lot or Larger | 0.40 | 0.60 |
| Apartments | 0.70 | 0.80 |
| <u>Industrial:</u> | | |
| Light Areas | 0.76 | 0.82 |
| Heavy Areas | 0.85 | 0.90 |
| <u>Parks, Cemeteries:</u> | 0.25 | 0.45 |
| <u>Playgrounds:</u> | 0.30 | 0.50 |
| <u>Schools:</u> | 0.60 | 0.70 |
| <u>Railroad Yard Areas:</u> | 0.35 | 0.45 |
| <u>Streets:</u> | | |
| Paved | 0.90 | 0.93 |
| Gravel (Packed) | 0.50 | 0.60 |
| <u>Drive and Walks:</u> | 0.88 | 0.89 |
| <u>Roofs:</u> | 0.90 | 0.90 |
| <u>Lawns, Sandy Soil:</u> | 0.05 | 0.20 |
| <u>Lawns, Clayey Soil:</u> | 0.25 | 0.50 |

NOTE: These Rational Formula coefficients may not be valid for large basins.
Other values should be determined using good engineering judgment.

*Board of Control*

2W, HERSCHLER BUILDING
CHEYENNE, WYOMING 82002

TELEPHONE NO. (307) 777-6178

CHERYL TIMM
ADJUDICATION OFFICER
EX OFFICIO SECRETARY

CORY RINEHART, P.G., SUPERINTENDENT
WATER DIVISION NO. 1
DAVID SCHROEDER, SUPERINTENDENT
WATER DIVISION NO. 2
JOSHUA FREDRICKSON, SUPERINTENDENT
WATER DIVISION NO. 3
KEVIN PAYNE, SUPERINTENDENT
WATER DIVISION NO. 4

December 14, 2023

Engineering Associates
Attn: Bret J. Reed, PE
P. O. Box 1900
Cody, WY, 82414

Re: BOC#2322-309-01-02: Meadowlark Meadows Authorizations to Detach Water Rights

Dear Mr. Reed:

This letter is in regard to the Authorizations for Detachment of Water Rights (ADWRs) from certain lands located in the Meadowlark Meadows Major Subdivision, receiving water from South Fork Shoshone River through the Cody Canal, Permit No. 1042, Proof No. 15401.

These instruments were filed on behalf of Meadowlark Meadows LLC and received by the State Board of Control on November 3, 2023. The State Board of Control discussed these Authorizations for Detachment of Water Rights during the special ADWR meeting on December 6, 2023 and voted to accept these ADWRs.

Please be advised that the grantees or their assignees have until **December 6, 2028** to petition the Board of Control for a change of place of use or change of use of the water rights authorized for detachment. If no petition is received within this five-year period, the Board of Control will enter an Order recording the voluntary abandonment of the water rights detached under these ADWRs.

Under Wyoming statute, a petition for change of use or place of use must demonstrate recent historic use, typically in the five-year period prior to acceptance of the ADWR. Further, acceptance of these ADWRs does not obligate the State Board of Control to grant a petition filed to change the detached portion of the appropriation.

Please note that the water right will remain in place until changed via petition or abandoned after the five-year period expires.

If you have any questions or we may be of further assistance in this matter please feel free to contact us.

Sincerely,



Karyl Tully
Assistant Administrator
karyl.tully@wyo.gov
307-777-6657

cc: Joshua Fredrickson, Superintendent
Division III

Philip Beamer, Assistant Superintendent
Division III

Jared Despain, Hydrographer/Commissioner
Division III, District 9

Meadowlark Meadows LLC
1226 11th Street
Cody, WY 82414

Cody Community Development Office
1338 Rumsey Avenue
Cody, WY 82414-3713