

# **AMENDMENT NUMBER 1**

## **to the Contract for Professional Services**

This AMENDMENT NUMBER 1 (Amendment) is executed on November , 2023, by and between the City of Sheridan, Wyoming, (the “Owner”) and Ayres Associates Inc, Cheyenne, Wyoming, (the “Consultant”).

**WHEREAS**, on September 28, 2023, the Owner and Consultant entered into an amendment to the original professional services contract for Downtown Development District Zoning (Contract) for the Consultant to provide consulting planning services for the Owner, incorporated herein by reference.

**WHEREAS**, the Owner has requested additional services from the Consultant to complete a new assessment and recommendations that are not a part of the original Contract and budget allocation, as set forth in this Amendment below.

**WHEREAS**, the terms and conditions of the Contract remain and this Amendment incorporates an additional Scope of Work and Budget allocation, as requested by the Owner and specified below.

**SCOPE OF WORK:** The intent of the additional scope of work is to complete an analysis of the existing M1 zone district and provide suggested implementation recommendations that may include expanded or revised requirements to the existing zone districts to accommodate the unique development patterns in the area, or the development of a new zone district to reflect the land use patterns and use requirements needed by the Owner. This additional scope of work is intended to be conducted concurrently with the scope of work and efforts of the original Contract. Specific additional task elements include the following:

### **Task 1 – Kickoff and Administration**

- 1.1 Kickoff Call. The Consultant will work with the Owner to set up a virtual kickoff call to confirm and coordinate key project goals, milestones, and the participation and process for an in-person visit late 2023.
- 1.2 Check-In Calls. The Consultant will coordinate with the Owner to set up a series of 30-minute monthly check-ins for overall project coordination.
- 1.3 Quality Assurance and Quality Control. The Consultant will implement a thorough quality check procedure on all deliverables.

### **Task 2 – Research and Analysis**

- 2.1 M1 and B2 District Snapshots. The Consultant will review the existing M1 zone district and associated land uses for the areas concentrated south of downtown, along Business 90 and around Brundage Lane. This analysis will identify properties that currently fall under this zoning designation and that require “ground-truthing” to determine the full use and zone district applicability. This will also require a review of the B2 district to understand the limitations and uses that may be most appropriate within the B2 district compared to the M1 district. The Consultant will work with the Owner to discuss possible solutions or implementation strategies that may include one of the following:
  - Modifying the B2 district to accommodate additional commercial uses found within this corridor to allow these existing M1 properties to be rezoned to B2.

- Developing an M2 district to capture heavier industrial uses, thus allowing the M1 to serve as a hybrid of B2 and light industrial activity.
- 2.2 Windshield Survey. The Consultant will complete a tour of Sheridan to confirm general conditions. This will provide data and information necessary to establish the characteristics of one or more additional zone districts.

### Task 3 – Draft and Review


- 3.1 District Draft. Based on the Survey above, one or more zone districts will be outlined with specific uses and site criteria to help distinguish heavy industrial areas from light manufacturing. The Consultant will review the general direction and options with the Owner prior to finalization.
- 3.2 Map Review. Using the districts established above, the Consultant will collaborate with the Owner to determine the area's most applicable to the new versus existing zone district(s). This exercise will help to determine if the standards are appropriate for the various contexts and geographies.

### Task 4 – Finalization

- 4.1 Final Draft Code Language. The final draft language will be completed by the Consultant and provided to the Owner. The Owner's review shall consist of one round with the Owner compiling any and all comments and return to the Consultant for final preparation.
- 4.2 Staff Report. The Consultant will work with the Owner to draft a staff report summarizing the changes in preparation for Planning Commission and City Council public hearings that are coordinated and attended by the Owner. The Consultant is not required to be at the hearings or a part of the internal Owner's adoption process.

**BUDGET:** The Owner shall pay the Consultant for services, as defined in the Scope of Work, for work performed. Total compensation shall not exceed thirteen thousand eight hundred dollars (\$13,800), without the express written authorization of the Owner.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

<u>City of Sheridan, Wyoming</u>		<u>Ayres Associates Inc</u>
OWNER		CONSULTANT
<u>Thomas Morneau</u>	(Signature)	<u></u>
Thomas Morneau	(Typed Name)	<u>Matthew J. Ashby, AICP CUD</u>
<u>City Engineer</u>	(Title)	<u>Vice President of Development Services</u>
<u>11/14/2023   9:58 AM MST</u>	(Date)	<u>November 10, 2023</u>