AGENDA
CITY OF SHERIDAN
JUNE 11, 2018
Study Session Council Meeting Start 5:45 P.M.

1. Proposed Approval of Resolution 25-18 Holy Name Church Electronic Message Center - Community Development Director Brian Craig - 5 Minutes

2. Proposed Approval of Resolution 20-18 Lincoln Drive Minor Subdivision - Community Development Director Brian Craig - 5 Minutes

3. Proposed Acceptance of Infrastructure for Subdivisions - Assistant City Engineer Joe Schoen - 5 Minutes

   A. Discussion of Final Acceptance of Morrison Ranch PUD - Filing 1

   B. Discussion of Final Acceptance of Poplar Grove IV Subdivision

4. Pre-Annexation Agreements - Utilities Director Dan Roberts - 5 Minutes

   A. Croell Redi-Mix, Inc. Pre-Annexation Agreement

   B. William Shosten 1707 Kroe Lane Pre-Annexation Agreement

5. Request for Proposals - Consultant Selection Landfill Monitoring & Reporting

6. Approval of Resolution 23-18, The City of Sheridan Appropriations and Budget Revisions for Fiscal Year 2018 - Interim Treasurer Todd Watkins - 5 Minutes

7. Discussion of TAP (Transportation Alternative Program) Grant Application for Gateway Park Natural Area to Connect Pathways, Resolution 17-18 - Assistant City Engineer Joe Schoen - 5 Minutes

8. Discussion of Change Order for Badger Street / Loucks Street Phase II Reconstruction Project- Assistant City Engineer Joe Schoen - 5 Minutes

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

Public Works

MEMORANDUM

Project Name:	Proposed Approval of Resolution 25-18 Holy Name Church Electronic Message Center - Community Development Director Brian Craig - 5 Minutes
From:	Brian Craig, Community Development Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	06/05/2018

Recommendation:

Staff recommends the City Council approve Resolution #25-18, a request to approve an Electronic Message Center at Holy Name Church located at 260 E Loucks St., zoned R-3 Residence District, with the following criteria:

1. An EMC, or sign incorporating an EMC, installed as freestanding sign shall have a decorative base of masonry or stone.
2. Any information displayed on the Electronic Message Center (EMC) shall be static, and messages displayed shall not change more frequently than once per hour.
3. Messages displayed must be monochromatic (a single color, value and hue) and the background of the EMC must likewise be of a single color, value or hue.
4. The maximum pixel spacing (pixel pitch) shall not exceed 10 mm for a EMC-RGB or 20 mm EMC-Mono.
5. The minimum legal lot or parcel size for which an EMC, or sign incorporating an EMC, can be installed in a residential district is one acre.
6. The EMC will conform in all other ways with the provisions of this section and applicable city code.
7. Electronic message centers must be equipped with a sensor or other device which detects ambient light conditions and software which controls brightness for nighttime viewing and other lighting conditions, and may not display a message or be illuminated after 9:00 p.m.

Background:

The applicant has submitted a request to install an electronic sign to display church activities and hours, on the north side of the building between the church and the sidewalk. The sign numerals and symbols will be monochromatic color and the total area of the sign box is 10.8 square feet.

As part of the application process, staff contacted 31 nearest neighbors. Staff has heard neither positive nor negative comments in response to the mailings or press publication.

Discussion:

Staff offers the following comments on the criteria requirement for EMCs:

1.An EMC, or sign incorporating an EMC, installed as freestanding sign shall have a decorative base of masonry or stone.
This proposed signage will be enclosed with masonry.

2.Any information displayed on the Electronic Message Center (EMC) shall be static, and messages displayed shall not change more frequently than once per hour.
The applicant is aware of this requirement.

3.Messages displayed must be monochromatic (a single color, value and hue) and the background of the EMC must likewise be of a single color, value or hue.
The applicant is aware of this requirement.

4. The maximum pixel spacing (pixel pitch) shall not exceed 10 mm for a EMC-RGB or 20 mm EMC-Mono.

The proposed sign is monochromatic and the illuminated portion is distributed evenly.

5. The minimum legal lot or parcel size for which an EMC, or sign incorporating an EMC, can be installed in a residential district is one acre.

The lot size is .55 acre, however, the church also owns adjacent land, which will bring the total to over an acre. See attached Exhibit A.

The EMC will conform in all other ways with the provisions of this section and applicable city code.**Staff has listed this as a specific requirement for a condition of approval of the proposed sign.**

7. The maximum pixel spacing (pixel pitch) shall not exceed 10 mm for a EMC-RGB or 20 mm EMC-Mono.

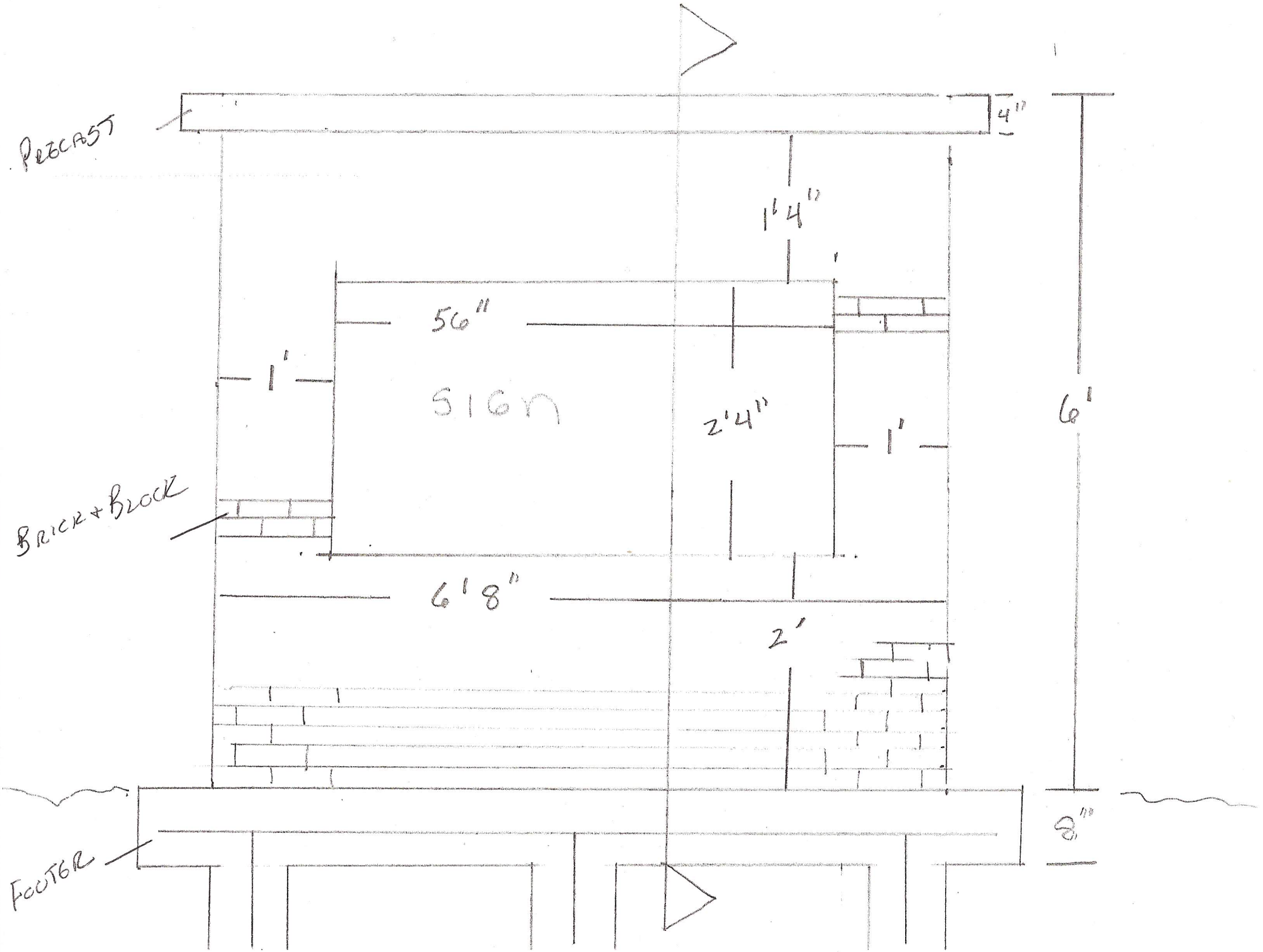
The applicant has indicated that the monochromatic sign will not exceed 10 mm.

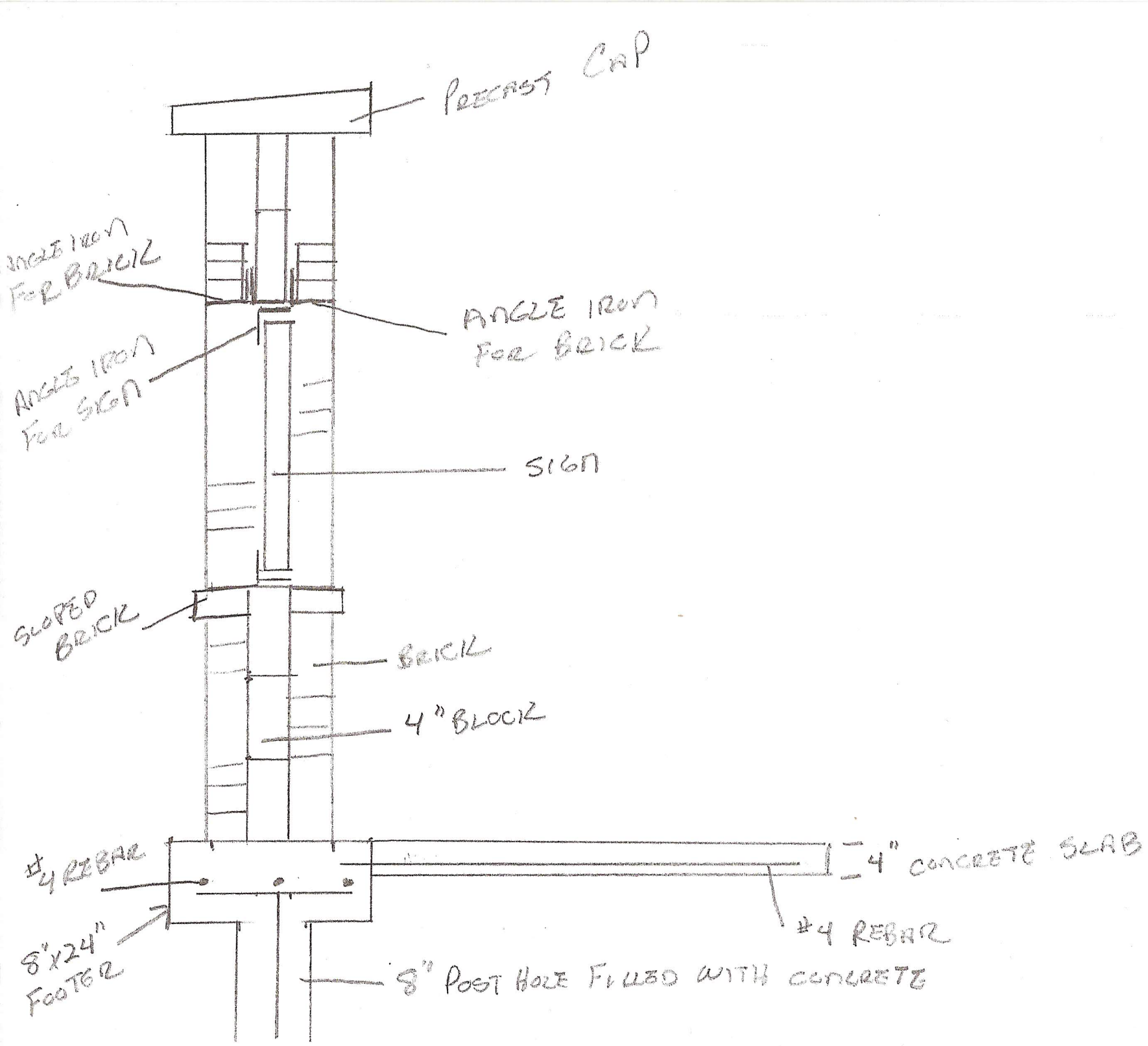
Attachments

Submittals
aerial
Exhibit A, Area Calculation
Res. 25-18 Holy Name EMC

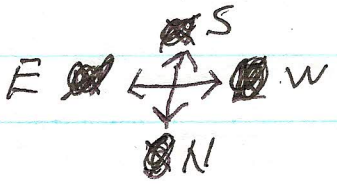

LY NAME CATHOLIC CHURCH
ITUR Y SC E ULE
MASS MON-THUR 7AM
8:20 S TURDAY 8AM 5PM
Y 8:10AM & 5 PM
CONCILIATION 3:45 SAT
VISITORS WELCOME
KIA


SCHOOL


PRECAST
4"
1'4"
56"
1'
SIGN
2'4"
1'
6'
BRICK + BLOCK
6'8"
2'
FOOTER
8"


PRECAST CAP
ANGLE IRON FOR BRICK
ANGLE IRON FOR BRICK
ANGLE IRON FOR SIGN
SIGN
SLOPED BRICK
BRICK
4" BLOCK
#4 REBAR
4" CONCRETE SLAB
#4 REBAR
8"x24" FOOTER
8" POST HOLE FILLED WITH CONCRETE

SITE PLAN FOR HOLY NAME CHURCH EMC SIGN



SOUTH CONNOR STREET

CHURCH

EMC MARQUIS SIGN

12'

3'

SIDEWALK

12'

EAST LOUCKS STREET



CITY OF Sheridan WYOMING

Electronic Sign location

N

0 25 50 100 Feet

Name: sgoodman Date: 05/24/2018

Holy Name EMC Exhibit A. Resolution #25-18



Church property outlined in light blue.

If the Board allows the total area to include adjacent land, then this criteria is met.

CITY OF SHERIDAN
RESOLUTION 25-18

A RESOLUTION approving PL 18-19, an electronic message center (EMC) sign or Holy Name Church, located at 260 East Loucks, zoned E-3 Residence District.

WHEREAS, the electronic sign has been reviewed for consistency with Chapter 3 (Advertising) and other applicable City Code; and

WHEREAS, all applicable requirements for an electronic sign have been approved and the procedure described in Chapter 3 (Advertising) §3-11A (a) have been met, and

WHEREAS, the Planning Commission recommended approval of the electronic message center (EMC) at their June 11, 2018 meeting, NOW THEREFORE

Be it resolved by the City Council of the City of Sheridan, Wyoming, that the electronic message center (EMC) sign for Holy Name Church, located at 260 E Loucks St. is hereby approved by vote of the City of Sheridan's City Council, with the following conditions:

1. An EMC, or sign incorporating an EMC, installed as freestanding sign shall have a decorative base of masonry or stone.
2. Any information displayed on the Electronic Message Center (EMC) shall be static, and messages displayed shall not change more frequently than once per hour.
3. Messages displayed must be monochromatic (a single color, value and hue) and the background of the EMC must likewise be of a single color, value or hue.
4. The maximum pixel spacing (pixel pitch) shall not exceed 10 mm for an EMC-RGB or 20 mm EMC-Mono.
5. The minimum legal lot or parcel size for which an EMC, or sign incorporating an EMC, can be installed in a residential district is one acre.
6. The EMC will conform in all other ways with the provisions of this section and applicable city code.
7. Electronic message centers must be equipped with a sensor or other device which detects ambient light conditions and software which controls brightness for nighttime viewing and other lighting conditions, and may not display a message or be illuminated after 9:00 p.m.

In approving the Electronic message center (EMC) sign for Holy Name Church, the City Council finds:

The sign has met the requirements of Chapter 3 (Advertising)

PASSED, APPROVED, AND ADOPTED this 18st day of June 2018.

_____
Roger Miller, Mayor

Attest:

_____
Cecilia Good, City Clerk

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

Public Works

MEMORANDUM

Project Name:	Proposed Approval of Resolution 20-18 Lincoln Drive Minor Subdivision - Community Development Director Brian Craig - 5 Minutes
From:	Brian Craig, Community Development Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	05/17/2018

Recommendation:

Staff recommends that the City Council approve Resolution 20-18, Lincoln Drive Subdivision, a minor subdivision, dividing one lot into 3 lots, zoned B-1 Business District.

Background:

Originally platted as the Shining Mountain Subdivision in 2005, the new owner seeks to subdivide a 0.39 acre lot into 3 new lots. The new layout will meet minimum lot area per family of 4000 square feet, if the applicant elects to construct single-family homes on the new lots. No variances are requested. The preexisting twenty foot (20') drainage easement on Lot 1 will remain. Additionally, Lot 1 is significantly larger than the other two lots, but due to the shape of the lot and the existing drainage easement the buildable area is consistent with those of Lots 2 and 3.

Staff has received input from adjacent neighbors on this proposal. Mr. Kim who owns and resides at 825 Lincoln Drive expressed concern regarding the proposed subdivision. He is against the smaller lots, which will only allow for smaller houses or businesses. Mr. Gordon Peterson who owns lots 3 and 4 of Shining Mountain Subdivision across the street from this proposal has also expressed concern that the lots are too small, street parking is a problem and the small houses and limited parking would be an issue. A letter was provided, signed by Mr. Peterson, Mr. Kim and four other property owners opposing this request; the letter is attached to this packet. Direct notification was sent to 17 property owners, in addition to newspaper notification.

Discussion:

Staff offers the following comments on final plat required findings:

A. *The City shall not approve any proposed subdivision of land which, by itself, or as a part of a larger tract, is contiguous to or completely surrounded by the boundaries of the City, unless the application is accompanied by a properly-acknowledged petition for annexation to the City.*

This property falls completely within the City limits, so this condition does not apply.

B. *The City shall not approve any proposed subdivision of land which is within one mile of the corporate limits of Sheridan but not, at the time of submittal, eligible for annexation, unless the application is accompanied by*

a properly acknowledged agreement not to contest future annexation proceedings.

Again, not applicable in this case, the property is within the city limits.

C. *Every plat shall conform to the Zoning Ordinance currently adopted at the time of final plat approval.*

The proposed lots will allow for adequate setbacks and development on the lot for single-family residential or modest business uses. The property is zoned B-1 Business District and falls into the Entryway Corridor. Any future improvement will be reviewed and approved through the building permit process as required.

D. *All new subdivision developments within the Airport Influence Area within the city limits of the City of Sheridan shall grant an Avigation Easement to the Sheridan County Airport.*

This subdivision is outside of the Airport influence area.

E. *No subdivision shall be approved within the corporate limits of the City of Sheridan, or one mile thereof, unless City Public Works staff concludes that an adequate long-term water supply exists to support the proposed use and density of the subdivision In accordance with City adopted policy. City elected officials acting as Council representatives on other boards or committees that review development shall likewise consider long-range water supply in making any determination.*

The existing water and sewer service will go to Lot 1. The Utilities Department has determined there is adequate water and sewer capacity to serve Lots 2 and 3; new taps will need to be constructed to those lots and associated fees paid.
Staff has no further comments at this time.

Potential Findings of Fact:
Prior to approving the final plat, the City Council will need to make the following findings per Sheridan City Code Appendix B §202:

A. The City shall not approve any proposed subdivision of land which, by itself, or as a part of a larger tract, is contiguous to or completely surrounded by the boundaries of the City, unless the application is accompanied by a properly-acknowledged petition for annexation to the City.

B. The City shall not approve any proposed subdivision of land which is within one mile of the corporate limits of Sheridan but not, at the time of submittal, eligible for annexation, unless the application is accompanied by a properly acknowledged agreement not to contest future annexation proceedings.

C. Every plat shall conform to the Zoning Ordinance currently adopted at the time of final plat approval.

D. All new subdivision developments within the Airport Influence Area within the city limits of the City of Sheridan shall grant an Avigation Easement to the Sheridan County Airport.

E. No subdivision shall be approved within the corporate limits of the City of Sheridan, or one mile thereof,

unless City Public Works staff concludes that an adequate long-term water supply exists to support the proposed use and density of the subdivision In accordance with City adopted policy. City elected officials acting as Council representatives on other boards or committees that review development shall likewise consider long-range water supply in making any determination.

Attachments

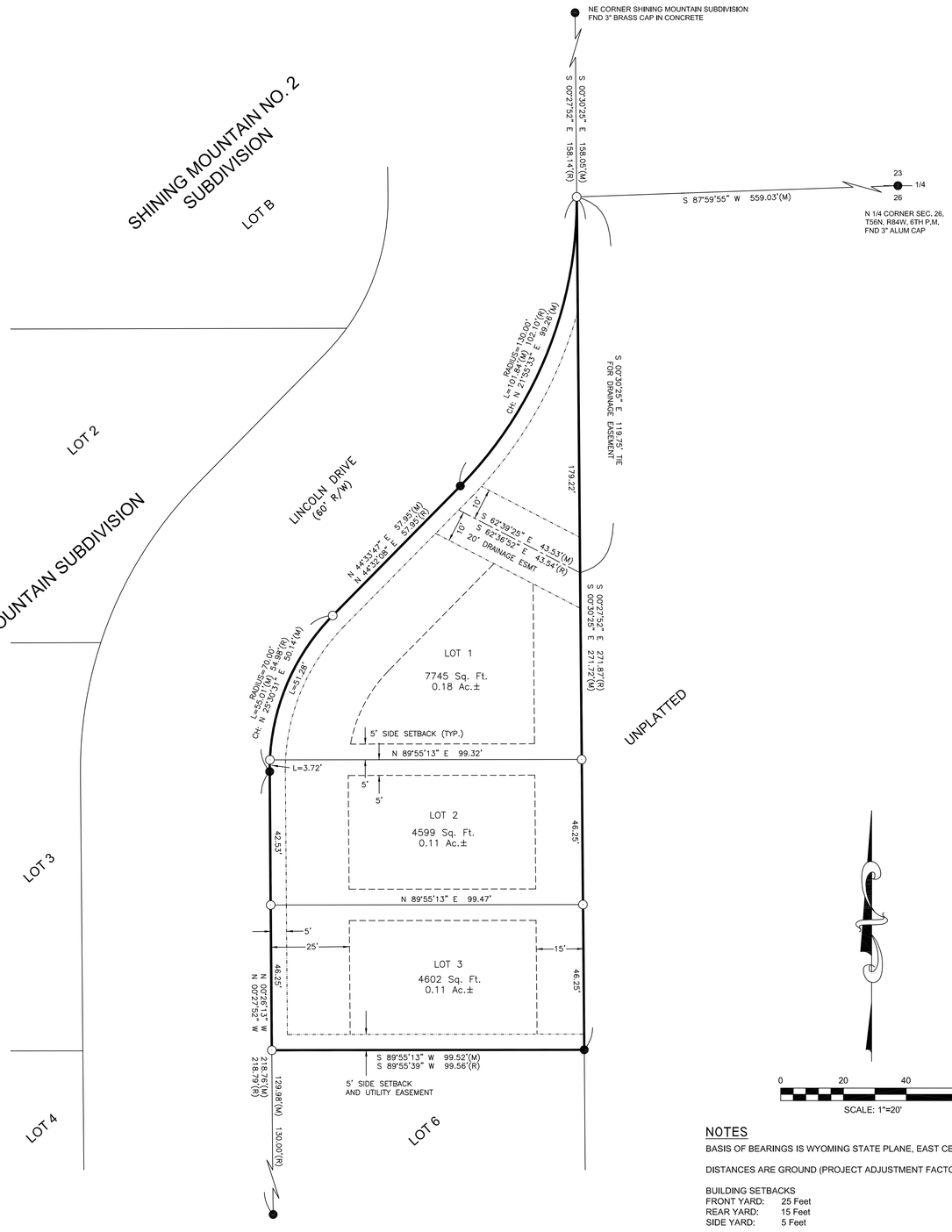
Lincoln Drive Plat
Project Aerial
Resolution 20-18
Opposition Letter

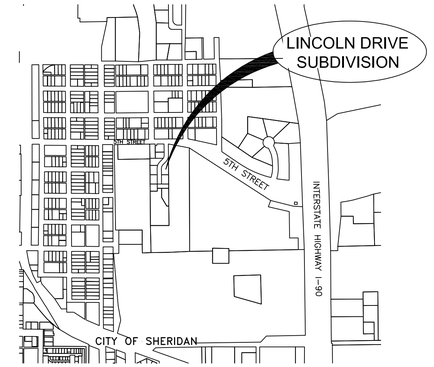
PLAT OF

LINCOLN DRIVE SUBDIVISION

A REPLAT OF LOT 5 OF THE SHINING MOUNTAIN SUBDIVISION,

BEING PART OF THE SE1/4 OF THE SW1/4 OF SECTION 23, AND PART OF THE NE1/4 OF THE NW1/4 OF SECTION 26,
TOWNSHIP 56 NORTH, RANGE 84 WEST, OF THE 6TH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING
TOTAL ACREAGE = 0.39 ACRES±





LOCATION MAP
SCALE: 1"=1000'

DECLARATION VACATING PREVIOUS PLATTING

This plat is a replat of Lot 5 of the Shining Mountain Subdivision,being part of the SE¼ of the SW¼ of Section 23, and part of the NE¼ of the NW¼ of Section 26, Township 56 North, Range 84 West of the 6th Principal Meridian, Sheridan County, Wyoming, as recorded in Drawer "5", Plat No. 111, Instrument No. 519076 of the Records of the Sheridan County Clerk. All earlier plats or portions thereof encompassed by the boundaries of this plat are hereby vacated.

CERTIFICATE OF OWNER

Know all men by these presents that the undersigned, SMC,LLC., being the owner, proprietor, or party of interest in the land shown on this plat, does hereby certify:

That the foregoing plat is designated as Lincoln Drive Subdivision, being a Replat of Lot 5 of the Shining Mountain Subdivision, being a part of the SE ¼ of the SW¼ of Section 23, and part of the NE¼ of the NW¼ of Section 26, Township 56 North, Range 84 West of the 6th Principal Meridian, Sheridan County, Wyoming.

That this subdivision, as it is described and as it appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors, and that this is a correct plat of the area as it is divided into lots, blocks, streets and easements; and

That the undersigned owners of the land shown and described on this plat do hereby dedicate to the City of Sheridan and its licensees for public use for the indicated purposes all streets, alleys, easements and other public lands within the boundary lines of the plat, as indicated, and not already otherwise dedicated for public use.

Utility easements, as designated on this plat, are hereby dedicated to the City of Sheridan and its licensees for public use for the purpose of installing, repairing, reinstalling, replacing and maintaining sewers, water lines, gas lines, electric lines, telephone lines, cable television lines, and other forms and types of public utilities now or hereafter generally utilized by the public.

All rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming are hereby waived and released.

Executed this _____ day of _____, 2018 by:

Steve Miller
Jason Miller

_____

STATE OF WYOMING)
) SS:
COUNTY OF SHERIDAN)

On this, the _____ day of _____, 2018, before me, the undersigned officer, personally appeared SMC,LLC., known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purpose described herein.

In witness hereof, I set my hand and official seal.

_____
Notary Public

CITY OF SHERIDAN CITY COUNCIL CERTIFICATE OF APPROVAL

Approved by the City Council of the City of Sheridan this ____ day of _____, 2018.

_____ _____
Attest: City Clerk Mayor

CITY OF SHERIDAN PLANNING COMMISSION CERTIFICATE OF APPROVAL

Reviewed by the City of Sheridan Planning Commission this ____ day of _____, 2018.

_____ _____
Attest: Vice-Chairman Chairman

DIRECTOR OF PUBLIC WORKS CERTIFICATE OF APPROVAL

This plat has been prepared in accordance with the requirements and procedures outlined in the Subdivision Regulations of the City of Sheridan, Wyoming, and certified this ____ day of _____, 2018, by the Director of Public Works of Sheridan, Wyoming.

_____
Director of Public Works

CERTIFICATE OF RECORDER

STATE OF WYOMING

COUNTY OF SHERIDAN

This plat was filed for record in the Office of the Clerk and Recorder at _____o'clock this ____ day of _____, 2018, and is duly recorded in Book _____ Page _____.

_____
County Clerk

LEGEND:

- ○ - *SET 1.5" ALUM CAP PER PLS#10287*
- ● - *FOUND 2" ALUM CAP PER PELS#3864 UNLESS NOTED*
- *(M) - MEASURED*
- *(R) - RECORD*
- *- - - - UTILITY EASEMENT*
- *— — — SETBACK LINE*

NOTES

BASIS OF BEARINGS IS WYOMING STATE PLANE, EAST CENTRAL ZONE, NAD 83

DISTANCES ARE GROUND (PROJECT ADJUSTMENT FACTOR: 1.000235)

BUILDING SETBACKS
FRONT YARD: 25 Feet
REAR YARD: 15 Feet
SIDE YARD: 5 Feet

SURVEYOR'S CERTIFICATE

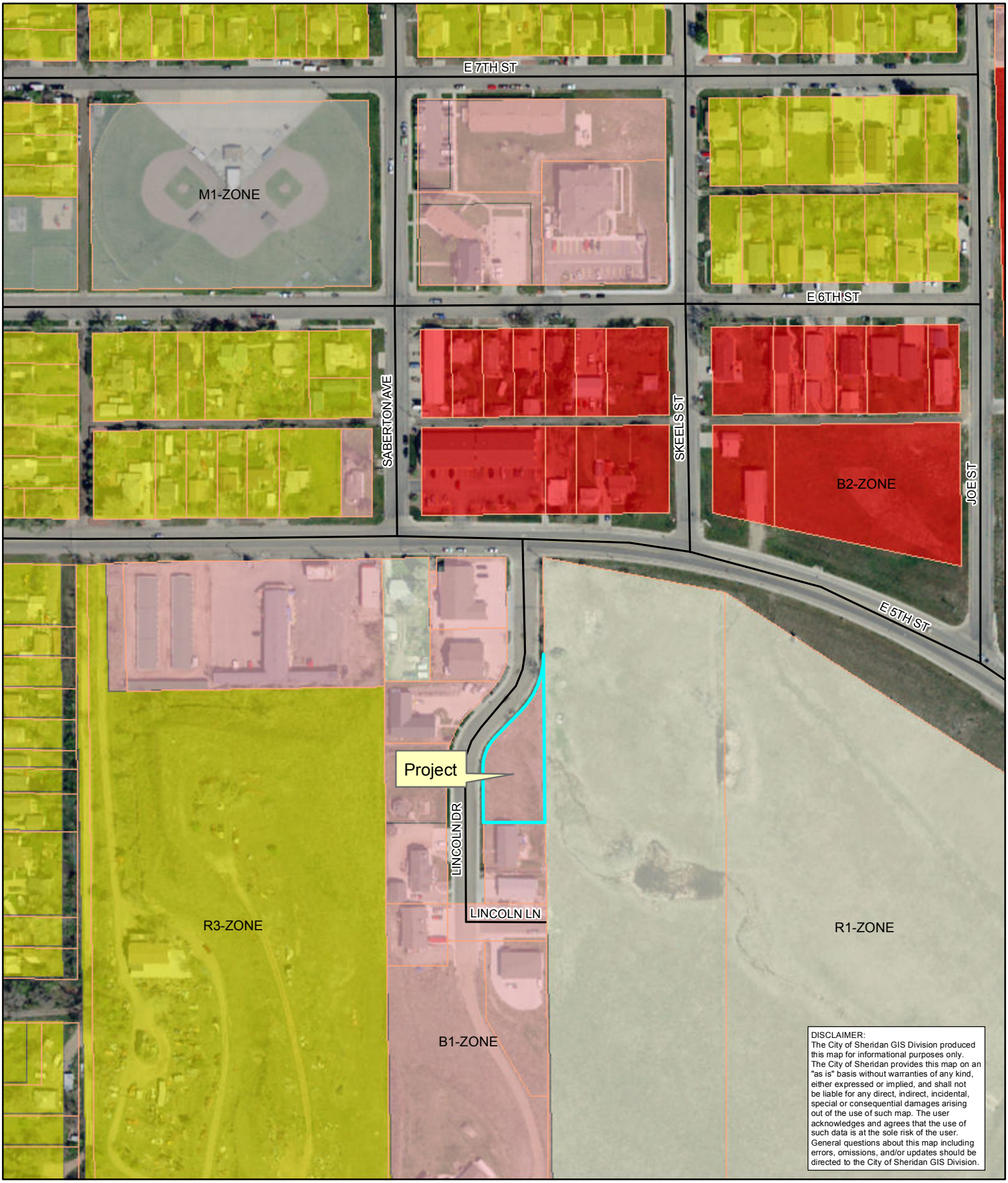
I, Jason D. Levanen, a duly registered Land Surveyor in the State of Wyoming, do hereby certify that this plat of the Lincoln Drive Subdivision truly and correctly represents the results of a survey made by me or under my direct supervision.

Professional Land Surveyor
JASON D. LEVANEN
LS 10287
Date
WYOMING

Prepared for:
SMC, LLC.
P.O. BOX 6112
SHERIDAN, WY 82801

Prepared by:
Arrow Survey Group, Inc.
Sheridan, WY 82801 (307)751-7543

DP: C:\ARROW\...\18-039 Replat | Date: 3/22/2018
Rev: 3/30/2018, 4/13/2018, 5/01/2018 | Sheet 1 of 1



CITY OF Sheridan WYOMING

Lincoln Dr. Subdivision

N

0 50 100 200 Feet

Name: sgoodman Date: 05/04/2018

CITY OF SHERIDAN
RESOLUTION 18-18

A RESOLUTION approving PL 18-17, the final plat of the Lincoln Drive Minor Subdivision, platting a parcel of land into three lots, being in total 0.39acres, located at 855 Lincoln Drive.

WHEREAS, the final plat of the Lincoln Drive Minor Subdivision has been reviewed for consistency with Appendix B (Subdivision Regulations) and other applicable City code; and

WHEREAS, all applicable requirements for a final plat, have been met and all documents meet the applicable requirements in Appendix B (Subdivision Regulations) with the exception of the variance from Sheridan City Code Appendix B §502(C)(1) below; and

Now, therefore, be it resolved by the City Council of the City of Sheridan:

That the final plat of the Lincoln Drive Minor Subdivision, platting a parcel of land into three lots, being in total 0.39 acres, located at 855 Lincoln Drive,

Is hereby approved by vote of the City of Sheridan's City Council.

In approving the Lincoln Drive Minor Subdivision, the City Council finds the following as required by Sheridan City Code Appendix B §202:

A. The property is already within the corporate limits of the City and requires no further action as pertains to annexation.

B. The lots as platted conform to the requirements of the City Zoning Ordinance with the exception of the variance granted.

C. The subdivision falls outside of the Airport Influence Area.

D. As concluded by City Public Works staff, there is adequate long-term water supply to serve this subdivision as of the time of this resolution.

PASSED, APPROVED, AND ADOPTED this 18st day of June 2018.

_____
Roger Miller, Mayor

Attest:

_____
Cecilia Good, City Clerk

May 21, 2018

Re: Objection to Application to Divide Lot on Lincoln Drive

Mr. Mayor and City Council Members,

We live at 822 Lincoln Drive and were out of town from May 1 to May 17, 2018. We returned to find a letter from the City Planning Division informing us of an application to divide the lot across from us into three tiny lots. This letter, dated May 4, invited us to a hearing on May 14 to share our opinions. I immediately went down to City Hall and The Planning Department on the 17th to voice my concern. I was informed the Planning Division had already approved the application and my only recourse was to contact you.

Everyone who owns a lot in this subdivision liked the area and the size of the lots. All the lots except one have been sold and developed as planned. Now a developer wants to change the landscape of the entire subdivision by dividing the last lot into three tiny lots. In my experience as a licensed land surveyor who has worked on many subdivisions; 4600 square foot lots are not what people want to buy. How many recent subdivisions approved in the City of Sheridan have 4600 square foot lots?

When I was a member of a City Planning and Zoning Board, our job was to protect the rights and expectations of the existing land owners in the immediate area. In a matter as significant as this, we want to make sure our voices and concerns are heard, and this is the first opportunity I have had to do so. I have visited with the landowners involved, and as shown by their signatures below; we agree this is not what we want in our neighborhood. We also would hope the City would not want this in their 500 foot Entry Corridor.

As landowners, we have the right to expect the original subdivision be left as is without changes by the City Planning Division without our consent. The consensus that the lot not be divided was agreed to by all of the landowners listed below. Please feel free to contact any of us.

Thank you for your time and concern.

Gordon & Eunice Peterson
822 Lincoln Drive
307-746-5103

Gordon L Peterson
Eunice Peterson

Joon Kee and Sun OK Kim
825 Lincoln Drive
307-461-0664

Joon Kee Kim
Sun OK Kim

Jeff and Crystal O'Brien
802 Lincoln Drive
307-752-6743

Jeff O'Brien 5/25/18
Crystal L O'Brien 5/27/18

Larry and Rae Bridger
775 Lincoln Drive
307-752-3042

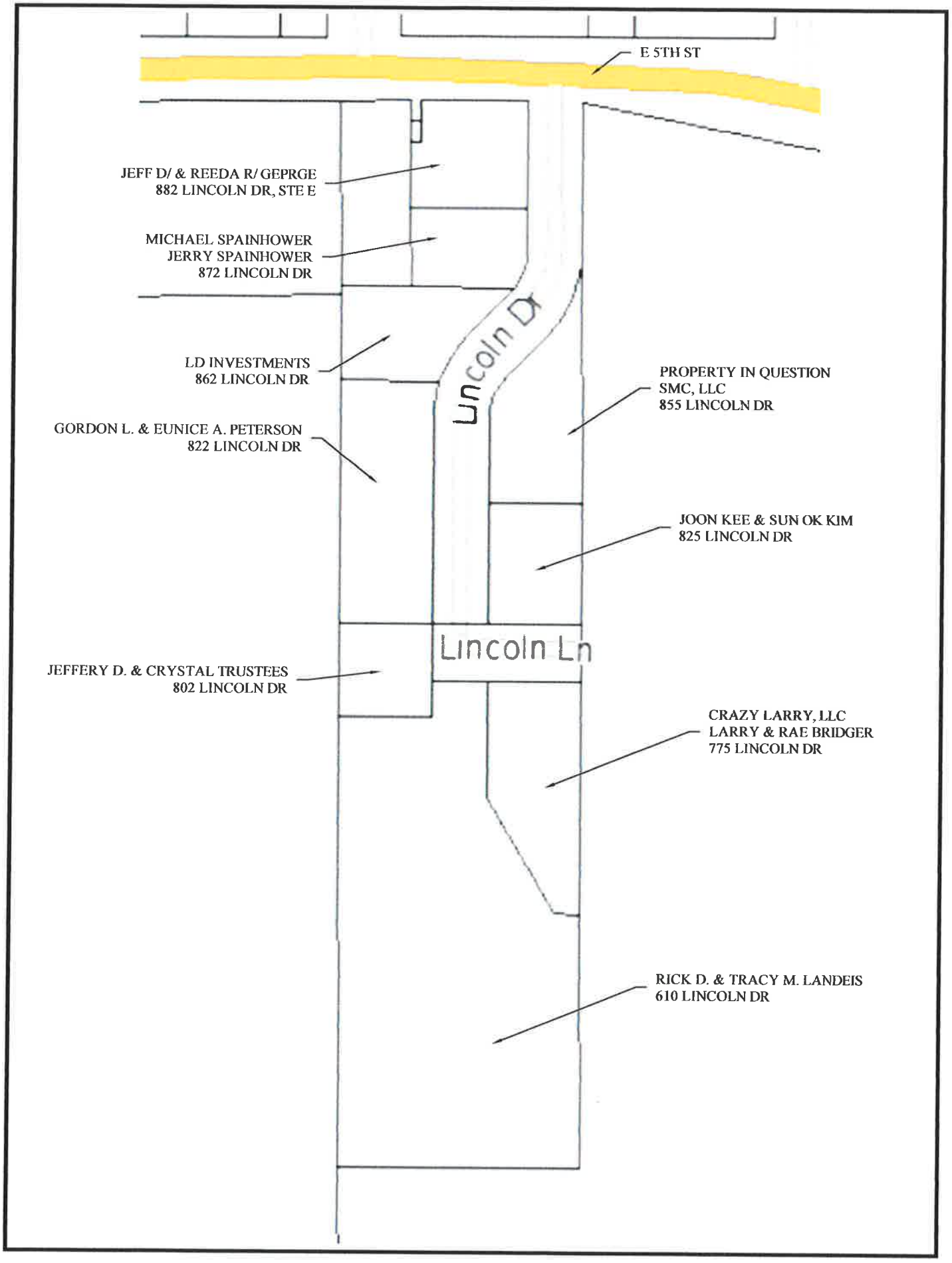
Larry W Bridger 5/24/2018
Rae L Bridger 5/24/18

Leo Oneyear & Diana Moraites
862 Lincoln Drive
307-672-0777

Leo Oneyear
Diana M Moraites

Jerry Spainhower
872 Lincoln Drive
307-672-6985

Jerry Spainhower
JS Machine


E 5TH ST
JEFF D/ & REEDA R/ GEPRGE
882 LINCOLN DR, STE E
MICHAEL SPAINHOWER
JERRY SPAINHOWER
872 LINCOLN DR
LD INVESTMENTS
862 LINCOLN DR
GORDON L. & EUNICE A. PETERSON
822 LINCOLN DR
Lincoln Dr
PROPERTY IN QUESTION
SMC, LLC
855 LINCOLN DR
JOON KEE & SUN OK KIM
825 LINCOLN DR
Lincoln Ln
JEFFERY D. & CRYSTAL TRUSTEES
802 LINCOLN DR
CRAZY LARRY, LLC
LARRY & RAE BRIDGER
775 LINCOLN DR
RICK D. & TRACY M. LANDEIS
610 LINCOLN DR

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

Public Works

MEMORANDUM

Project Name:	Discussion of Final Acceptance of Morrison Ranch PUD - Filing 1
From:	Lane Thompson, Public Works Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	05/31/2018

Recommendation:

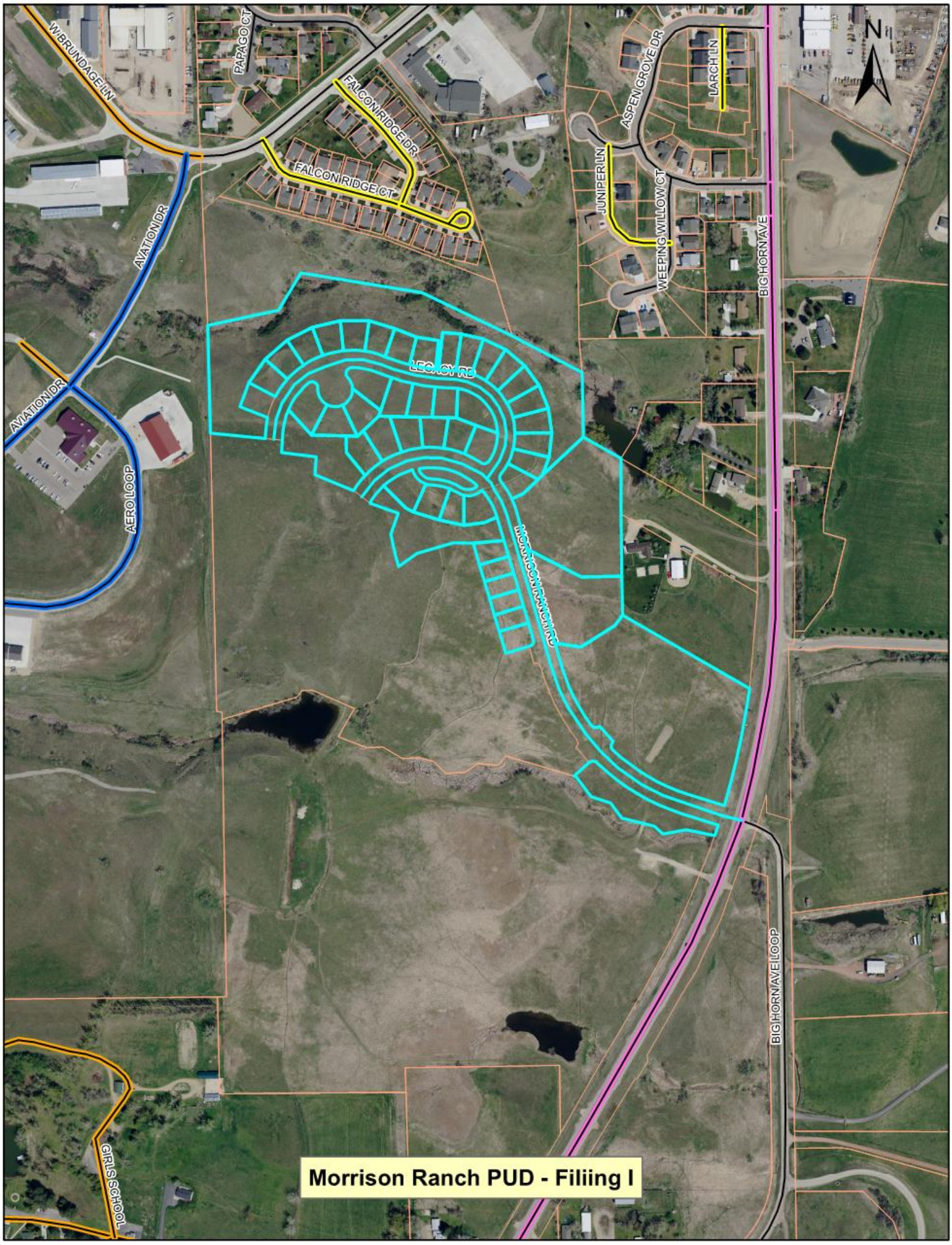
Staff recommends Mayor and City Council approve the Final Acceptance of the Morrison Ranch PUD- Filing 1. Final acceptance of the above stated Planned Urban Development (PUD) authorizes the Utilities Director to sign the necessary DEQ Permit Transfer Request Form in compliance with the Wyoming Department of Environmental Quality (DEQ) Rules and Regulations.
By signing the Permit Transfer Request Form, the City accepts ownership and future operation/maintenance of all utilities and infrastructure within the Morrison Ranch PUD.

Background:

The developer has already received preliminary acceptance of all water and sewer infrastructure. With the remaining infrastructure improvements that include street paving, curb and gutter, etc. now complete, the developer is requesting final acceptance of the Morrison Ranch PUD - Filing I (see attached Map). At the time of final acceptance, the Utilities Director is authorized to sign the necessary Permit Transfer Request Form in compliance with Wyoming DEQ Rules and Regulations, accepting all utilities.
The infrastructure for Morrison Ranch PUD - Filing I was installed per City of Sheridan Standard Specifications and Details for Utility Construction. The City has received all the required information from the developer's consulting engineer in preparation of acceptance of ownership and maintenance of this infrastructure.

Attachments

Morrison Ranch Filing I Map


N
W BRUNDAGE LN
PARAGO CT
FALCON RIDGE DR
FALCON RIDGE CT
ASPEN GROVE DR
LARCH LN
JUNIPER LN
WEEPING WILLOW CT
BIG HORN AVE
AVIATION DR
AVIATION DR
AERO LOOP
LEGACY RD
MORRISON RANCH RD
BIG HORN AVE LOOP
GIRLS SCHOOL RD
Morrison Ranch PUD - Filiing I

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

Public Works

MEMORANDUM

Project Name:	Discussion of Final Acceptance of Poplar Grove IV Subdivision
From:	Lane Thompson, Public Works Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	05/31/2018

Recommendation:

Staff recommends Mayor and City Council approve the Final Acceptance of the the Poplar Grove IV Subdivision. Final acceptance of the above stated Planned Urban Development (PUD) authorizes the Utilities Director to sign the necessary DEQ Permit Transfer Request Form in compliance with the Wyoming Department of Environmental Quality (DEQ) Rules and Regulations.
By signing the Permit Transfer Request Form, the City accepts ownership and future operation/maintenance of all utilities and infrastructure within the Poplar Grove IV Subdivision.

Background:

The developer has already received preliminary acceptance of all water and sewer infrastructure. With the remaining infrastructure improvements including street paving, curb and gutter, etc. now complete, the developer is requesting final acceptance of the Poplar Grove IV Subdivision (see attached Map). At the time of final acceptance, the Utilities Director is authorized to sign the necessary Permit Transfer Request Form in compliance with Wyoming DEQ Rules and Regulations, accepting all utilities.

The infrastructure for Poplar Grove IV Subdivision was installed per City of Sheridan Standard Specifications and Details for Utility Construction. The City has received all the required information from the developer's consulting engineer in preparation of acceptance of ownership and maintenance of this infrastructure.

Attachments

Poplar Grove IV Subdivision Map


Poplar Grove IV Subdivision
ASPEN TRL
LOOKOUT POINT DR
POPLAR TRL
ASPEN TRL
Industrial Dr
Skeels St
Skeels St
Skeels St
Skeels St
N

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

Utilities

MEMORANDUM

Project Name:	Croell Redi-Mix, Inc. Pre-Annexation Agreement
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	06/11/2018

Recommendation:

Staff recommends that City Council approve and authorize the Mayor to sign the attached Pre-Annexation Agreement between Croell Redi-Mix, Inc. and the City of Sheridan to serve as authorization for Croell Redi-Mix, Inc. to extend a water main outside the city limits and tie into the City of Sheridan water system to serve property at 48 Industrial Lane.

Background:

The proposed property is located on Industrial Ln South of E 5th Street and East of East Ridge Rd. The lot is currently contiguous to the City. The landowner Croell Redi-Mix Inc., desires to be served by water from the City of Sheridan water system located on East 5th & Industrial Lane. (see attached map). The property is within the planned Urban Services Area boundary which means it is intended to receive City services at some point in the future. As such, this property would receive water service from the City, which has water system infrastructure in the area, versus the Sheridan Area Water Supply Joint Powers Board (SAWSJPB) which does not.

Resolution 73-07 establishes policy and requirements that must be met before City Council can authorize the extension of Sheridan's water and/or sewer system to serve lands outside the city limits. Staff has confirmed the requirements are satisfied by this application which are listed as follows:

1. Land is within the Urban Services Area.
2. The water service extension appear to be economically feasible.
3. The property to be served can be made to conform to City ordinances related to subdivisions and construction of Improvements.
4. The property to be served can be reasonably expected to be annexed within the foreseeable future and provided with other basic services available to City residents.
5. The water service extension will promote orderly growth and welfare to the City.
6. The landowner will obtain the required permits from the City prior to proceeding with construction.
7. The property to be served is not currently served by City water or sewer system.

In accordance with Resolution 73-07, City Council may authorize the extension of the City's water or sewer system to lands outside the city limits provided the landowner signs a Pre-Annexation Agreement and that agreement is filed at the courthouse to run with the land. The property at 48 Industrial Lane is outside the city limits; therefore, a prepared Pre-Annexation Agreement is being presented for City Council consideration.

Thank you for your consideration.

Attachments

Pre-Annexation Agreement & Petition
Croell Redi-Mix Map

PRE-ANNEXATION AGREEMENT AND PETITION

THIS ANNEXATION AGREEMENT, made this 9th day of May, 2018, by and between Croell Redi-Mix, Inc., and their heirs, successors in interests and assigns, hereinafter referred to as LANDOWNER, and the City of Sheridan, Wyoming, a municipal corporation and City of the First Class, hereinafter referred to as CITY.

WHEREAS, the LANDOWNER is the record owner of a certain tract of land, described as follows: See Exhibit A

This tract of land, or any smaller part or parcel which may be conveyed as a separate tract, whether or not subdivided, shall hereinafter be referred to as the LAND.

WHEREAS, the LAND is currently contiguous to the CITY; and

WHEREAS, the LANDOWNER desires to receive certain CITY services in exchange for a commitment to annex, at the direction of the CITY; and

NOW, THEREFORE, the parties above named have decided to set forth all of their agreements concerning the annexation of the property as follows:

1. The parties acknowledge that the LAND is currently contiguous to the City limits of the CITY and is within the natural growth area of the CITY. The LANDOWNER agrees and covenants for himself and his heirs, assigns and successors in interest to take all remaining actions at any time, and at the sole discretion of the CITY, to comply with State annexation law and to complete the annexation of the LAND into the CITY. The LANDOWNER, or any successor in interest, shall incorporate this requirement to annex into the CITY on each and every deed for any parcel of land existing or created within the LAND. The LANDOWNER shall adhere to the **City Comprehensive Plan**, appropriate restrictions pertaining thereto, and the **2001 City of Sheridan Traffic Study,** and all amendments thereto. All lands existent at the time of this AGREEMENT, if subdivided and approved by Sheridan County, along with any agreements, covenants, restrictions or zones, shall be submitted to the City Council for approval prior to the recording of the subdivision plat or a sale of any parcel. A commitment or restriction shall be included in every deed or land sale contract executed by the LANDOWNER, whether or not presently platted or subdivided, subsequent to the date of approval of this AGREEMENT, noting that the parcel "shall annex to the CITY without protest, at the discretion and direction of the Sheridan City Council". The commitment to annex shall be recorded as part of each deed and is a covenant running with the property known as the LAND, enforceable by the CITY.

2. This AGREEMENT does not relieve the LANDOWNER, or any successor in interest, from any requirements of the City of Sheridan Subdivision Regulations, when the LAND is further subdivided, and that the subdivision shall be in accordance with all relevant CITY ordinances and other regulations in effect at this time.

3. The LANDOWNER shall construct any and all new buildings or structures on the property in complete conformity with the current building codes and all other codes, as adopted by the City of Sheridan, and the LANDOWNER shall certify such compliance to the Building Official of the City of Sheridan.

4. Upon annexation to the CITY, the CITY shall provide municipal services on the same level as provided to other areas of the CITY, according to state statutes and local ordinances.

5. The parties acknowledge that all CITY utilities and services are required to service lands annexed to the CITY. The parties further acknowledge that this AGREEMENT is a petition to create a local improvement district, as specified in §15-6-203 W.S., 1977, and therefore, constitutes a waiver of the LANDOWNER's right to file protests and remonstrances, as provided by Wyo. Stat. Ann. §15-6-202(d) and §15-6-203. It is expressly understood that this AGREEMENT obligates the inclusion of the LAND, after annexation, in a district or districts which provide for the installation and construction of the following listed improvements, until all the improvements are constructed in compliance with City ordinances then in effect and accepted by the City Council. The improvements required are as follows:

LANDOWNER shall be required to install, at LANDOWNER'S sole cost, all water infrastructure and sewer infrastructure for the LAND required under City ordinances in effect at the time of such installation

for the benefit of the LAND so annexed. LANDOWNER further agrees to pay all costs and fees associated with the annexation and installation (eg., costs of producing required drawings, exhibits, maps, etc.; filing and review fees; and other typical fees charged in similar processes. If a district(s) is formed which includes lands in addition to LANDOWNER'S LAND, then the LANDOWNER shall pay the cost of any infrastructure assessed to the property as part of the local improvement district in addition to any costs described above.

6. The parties further agree to the following specific items: None

7. The LANDOWNER hereby petitions the Sheridan City Council to accept this AGREEMENT as a petition to annex all of the LAND previously described above into the CITY limits of the City of Sheridan. LANDOWNER is the owner of all LAND described above. LANDOWNER and CITY agree that this petition may be filed with the City and/or County Clerk at any time, and at the sole discretion of the CITY.

8. LANDOWNER agrees to sign any other petition or petitions or to take any other action whatsoever to comply with State annexation law as they may be required by the CITY to facilitate the annexation. LANDOWNER further waives any irregularities in the annexation process and specifically waives his right to protest the said annexation. The parties acknowledge that the CITY may choose not to complete the annexation of LANDOWNER's LAND until additional logical and adjacent properties may be annexed simultaneously. LANDOWNER agrees to provide an annexation plat, prepared by a Wyoming registered land surveyor, at his sole cost and expense, upon the request of the CITY. The LANDOWNER specifically agrees and acknowledges that the timing of the annexation is within the sole discretion of the CITY. The CITY may initiate the annexation of the LAND described above at any time and without notice to LANDOWNER.

9. This AGREEMENT, and every part thereof, shall constitute a covenant running with the LAND described above and may be enforced by the CITY by an action at law or equity.

10. This AGREEMENT shall inure to the benefit of, and be binding upon the parties hereto, their respective heirs, successors in interest and assigns. This AGREEMENT shall bind each and every successor in interest to the LAND or any portion or parcel thereof.

11. This AGREEMENT shall be governed by the laws of the State of Wyoming. The District Court of the Fourth Judicial District in Sheridan County, Wyoming, shall have venue and jurisdiction exclusively for any action in law or equity which may be instituted to enforce the terms of this AGREEMENT.

12. If any legal action is instituted to enforce any of the terms of this AGREEMENT, the unsuccessful party shall pay the successful party's reasonable attorneys' fees and all costs of the action including court costs, expert witness fees and all other actual expenses incurred in the prosecution of the action.

13. If any section, subsection, sentence, clause, phrase or portion of this AGREEMENT is for any reason held invalid or unconstitutional by any Court or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions hereof, which shall remain in full force and effect.

DATED This 10 day of May, 2018

LANDOWNER:

B. Marcel Gm For Croell

STATE OF WYOMING)
Crook)ss.
COUNTY OF ~~SHERIDAN~~)

On 10th, 2018, personally appeared before me Brian Marchant whom I know personally, to be the signer of the above and he acknowledged that he signed it.

Kirby L. Harless
Notary Public
My Commission Expires: October 28, 2019

KIRBY L. HARLESS - NOTARY PUBLIC
COUNTY OF CROOK STATE OF WYOMING
My Commission Expires October 28, 2019

CITY OF SHERIDAN:

Roger Miller, Mayor

ATTEST:

Cecila Good City Clerk

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

On _____, 20__, personally appeared before me Roger Miller, Mayor of the City of Sheridan, Wyoming, whom I know personally, to be the signer of the above and he acknowledged that he signed it.

Notary Public
My Commission Expires:

EXHIBIT A

2015-717785 2/26/2015 10:20 AM PAGE: 1 OF 3
BOOK: 552 PAGE: 36 FEES: $18.00 SM WARRANTY DEED
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

WARRANTY DEED

WESTERN TRANSPORT, LLC, a Wyoming Limited Liability Company, with a physical address of 51 Industrial Lane, Sheridan, Wyoming 82801 (hereinafter "**Grantor**"), for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration in hand paid, do hereby CONVEY AND WARRANT to **CROELL REDI-MIX, INC., an Iowa Corporation** of 2010 Kenwood Ave., P. O. Box 430, New Hampton, Iowa 50659 (hereinafter "**Grantee**") the following described real estate, situate in the County of Sheridan, and State of Wyoming, to wit:

A tract of land situated in the SW1/4 NE1/4 of Section 25, Township 56 North, Range 84, West of the 6th P.M., Sheridan County, Wyoming. Said area being more particularly described as follows:

Commending at the north quarter corner of said Section 25 (Monumented with a 3 1/4" Aluminum Cap per PLS 6594); thence S01'13'20"E, 1538.21 feet to the POINT OF BEGINNING of said area, said point being the northwest corner of a tract of land described in Book 511 of Deeds, Page 325; thence S89'05'43" E, 330.22 feet along the north line of said tract described in Book 511 of Deeds, Page 325 to a point; thence S01'12'33"E, 661.44 feet to a point; thence N89'05'43"W, 330.19 feet to a point, said point lying on the west line of said tract described in Book 511 of Deeds, Page 325; thence N01'12'43"W, 661.44 feet along said west line to the POINT OF BEGINNING of said area.

Said area contains 5.01 acres of land, more or less.

Bearings are based on the Wyoming Coordinate System, NAD 1983, East Central Zone.

Together with all improvements, fixtures, hereditaments and appurtenances thereto belonging or in anywise appertaining; and,

Subject to all exceptions, reservations, rights-of-way, easements, covenants, restrictions, encumbrances and rights of record and subject to building and zoning regulations and city, state and county subdivision laws and further subject to any state of facts which would be disclosed by an accurate survey or physical inspection of the premises, existing fence lines or encroachments, if any.

Fully releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

SHERIDAN COUNTY UNOFFICIAL COPY

2015-717785 2/26/2015 10:20 AM PAGE: 2 OF 3
BOOK: 552 PAGE: 37 FEES: $18.00 SM WARRANTY DEED
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

By accepting delivery of this Deed, and consistent with the underlying purchase agreement, Grantee hereby expressly and fully waive and release Grantor from any and all disclosures, requirements, rights or claims otherwise available to them in any way or on any basis pursuant to W.S. § 34-1-151 (LexisNexis 2014 as amended).

WITNESS my hand on this 18th day of February, 2015.

GRANTORS:

Leo Henry Goss
Leo Henry Goss (Managing Member)

James Robinson Goss
James Robinson Goss (Managing Member)

Carean Lesley Goss
Carean Lesley Goss (Managing Member)

STATE OF WYOMING)
)
COUNTY OF Sheridan)

The above instrument was acknowledged before me this 18th day of February, 2015 by Leo Henry Goss as Managing Member for Western Transport, LLC.

Witness my hand and official seal.

Alisha Buszkiewic
Notary Public

My commission expires: March 19 2016

ALISHA BUSZKIEWIC NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
MY COMMISSION EXPIRES MARCH 19, 2016

SHERIDAN COUNTY UNOFFICIAL COPY

2015-717785 2/26/2015 10:20 AM PAGE: 3 OF 3
BOOK: 552 PAGE: 38 FEES: $18.00 SM WARRANTY DEED
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

STATE OF WYOMING)
)
COUNTY OF Sheridan)

The above instrument was acknowledged before me this 18th day of February, 2015 by James Robinson Goss as Managing Member for Western Transport, LLC.

Witness my hand and official seal.

Alisha Buszkiewic
Notary Public

My commission expires: March 19 2016

ALISHA BUSZKIEWIC NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
MY COMMISSION EXPIRES MARCH 19, 2016

STATE OF WYOMING)
)
COUNTY OF Sheridan)

The above instrument was acknowledged before me this 18th day of February, 2015 by Carean Lesley Goss as Managing Member for Western Transport, LLC.

Witness my hand and official seal.

Alisha Buszkiewic
Notary Public

My commission expires: March 19, 2016

ALISHA BUSZKIEWIC NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
MY COMMISSION EXPIRES MARCH 19, 2016

SHERIDAN COUNTY
UNOFFICIAL COPY



CITY OF Sheridan
WYOMING

48 Industrial Ln

N

0 0.05 0.1 0.2 Miles

Name: mpeacock Date: 06/

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

Utilities

MEMORANDUM

Project Name:	William Shosten 1707 Kroe Lane Pre-Annexation Agreement
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	05/11/2018

Recommendation:

Staff recommends that City Council approve the Mayor to sign the attached Pre-Annexation Agreement between William Shosten and the City of Sheridan to serve as authorization to tie into the City of Sheridan sewer system to serve lands located outside the city limits located at 1707 Kroe Lane.

Background:

The proposed property is located on Kroe Lane between Sheridan Ave and Eastridge Road. The lot is currently contiguous. The landowner, William Shosten desires to be served by the City of Sheridan sewer system located along his West lot line. (See attached map).

The conditions outlined in Resolution 73-07 that must be met before City Council can authorize the extension of Sheridan's water and sewer system to serve lands outside the city limits are satisfied with the following findings of fact:

1. The lands are within the Urban Services Area. They are anticipated to receive City services in the future with such growth considered in water and sewer system planning documents.
2. The sewer service extensions appear to be economically feasible with the costs being borne by the property owner.
3. The property to be served can be made to conform to City ordinances related to subdivisions and construction of Improvements.
4. The property to be served is within the Urban Services Area and can be reasonably expected to be annexed within the foreseeable future and provided with other basic services available to City residents.
5. The sewer service extension will promote orderly growth beginning with consistent sewer service and eliminate an existing septic system.
6. The landowner will obtain the required permits from the City prior to proceeding with construction and connection of said water and sewer service.
7. The property to be served is currently served by City water and will be served by the City of Sheridan sewer system.
8. Upon annexation of the property, no assets will be available to transfer to the City. The water and sewer tap and service would remain under the ownership of the property owner as a private service line upon completion.

In accordance with Policy Resolution 73-07, City Council may authorize the extension of the City's water and sewer system to lands outside the city limits provided the landowner signs a Pre-Annexation Agreement and that agreement is filed at the courthouse to run with the land. The property at 1707 Kroe Lane is contiguous; therefore, a Pre-Annexation Agreement is being presented to City Council to allow City of Sheridan water and sewer service and to demonstrate the landowner's commitment to annex at the future discretion of the City.

Thank you for your consideration.

Attachments

Annexation Agreement for 1707 Kroe Lane
1707 Kroe Lane Map

PRE-ANNEXATION AGREEMENT AND PETITION

THIS ANNEXATION AGREEMENT, made this 25 day of April, 2018, by and between _____, and their heirs, successors in interests and assigns, hereinafter referred to as LANDOWNER, and the City of Sheridan, Wyoming, a municipal corporation and City of the First Class, hereinafter referred to as CITY.

WHEREAS, the LANDOWNER is the record owner of a certain tract of land, described as follows: See Exhibit A William P Shorten

This tract of land, or any smaller part or parcel which may be conveyed as a separate tract, whether or not subdivided, shall hereinafter be referred to as the LAND.

WHEREAS, the LAND is currently contiguous to the CITY; and

WHEREAS, the LANDOWNER desires to receive certain CITY services in exchange for a commitment to annex, at the direction of the CITY; and

NOW, THEREFORE, the parties above named have decided to set forth all of their agreements concerning the annexation of the property as follows:

1. The parties acknowledge that the LAND is currently contiguous to the City limits of the CITY and is within the natural growth area of the CITY. The LANDOWNER agrees and covenants for himself and his heirs, assigns and successors in interest to take all remaining actions at any time, and at the sole discretion of the CITY, to comply with State annexation law and to complete the annexation of the LAND into the CITY. The LANDOWNER, or any successor in interest, shall incorporate this requirement to annex into the CITY on each and every deed for any parcel of land existing or created within the LAND. The LANDOWNER shall adhere to the **City Comprehensive Plan**, appropriate restrictions pertaining thereto, and the **2001 City of Sheridan Traffic Study,** and all amendments thereto. All lands existent at the time of this AGREEMENT, if subdivided and approved by Sheridan County, along with any agreements, covenants, restrictions or zones, shall be submitted to the City Council for approval prior to the recording of the subdivision plat or a sale of any parcel. A commitment or restriction shall be included in every deed or land sale contract executed by the LANDOWNER, whether or not presently platted or subdivided, subsequent to the date of approval of this AGREEMENT, noting that the parcel "shall annex to the CITY without protest, at the discretion and direction of the Sheridan City Council". The commitment to annex shall be recorded as part of each deed and is a covenant running with the property known as the LAND, enforceable by the CITY.

2. This AGREEMENT does not relieve the LANDOWNER, or any successor in interest, from any requirements of the City of Sheridan Subdivision Regulations, when the LAND is further subdivided, and that the subdivision shall be in accordance with all relevant CITY ordinances and other regulations in effect at this time.

3. The LANDOWNER shall construct any and all new buildings or structures on the property in complete conformity with the current building codes and all other codes, as adopted by the City of Sheridan, and the LANDOWNER shall certify such compliance to the Building Official of the City of Sheridan.

4. Upon annexation to the CITY, the CITY shall provide municipal services on the same level as provided to other areas of the CITY, according to state statutes and local ordinances.

5. The parties acknowledge that all CITY utilities and services are required to service lands annexed to the CITY. The parties further acknowledge that this AGREEMENT is a petition to create a local improvement district, as specified in §15-6-203 W.S., 1977, and therefore, constitutes a waiver of the LANDOWNER's right to file protests and remonstrances, as provided by Wyo. Stat. Ann. §15-6-202(d) and §15-6-203. It is expressly understood that this AGREEMENT obligates the inclusion of the LAND, after annexation, in a district or districts which provide for the installation and construction of the following listed improvements, until all the improvements are constructed in compliance with City ordinances then in effect and accepted by the City Council. The improvements required are as follows:

LANDOWNER shall be required to install, at LANDOWNER'S sole cost, all water infrastructure and sewer infrastructure for the LAND required under City ordinances in effect at the time of such installation

for the benefit of the LAND so annexed. LANDOWNER further agrees to pay all costs and fees associated with the annexation and installation (eg., costs of producing required drawings, exhibits, maps, etc.; filing and review fees; and other typical fees charged in similar processes. If a district(s) is formed which includes lands in addition to LANDOWNER'S LAND, then the LANDOWNER shall pay the cost of any infrastructure assessed to the property as part of the local improvement district in addition to any costs described above.

6. The parties further agree to the following specific items: None

7. The LANDOWNER hereby petitions the Sheridan City Council to accept this AGREEMENT as a petition to annex all of the LAND previously described above into the CITY limits of the City of Sheridan. LANDOWNER is the owner of all LAND described above. LANDOWNER and CITY agree that this petition may be filed with the City and/or County Clerk at any time, and at the sole discretion of the CITY.

8. LANDOWNER agrees to sign any other petition or petitions or to take any other action whatsoever to comply with State annexation law as they may be required by the CITY to facilitate the annexation. LANDOWNER further waives any irregularities in the annexation process and specifically waives his right to protest the said annexation. The parties acknowledge that the CITY may choose not to complete the annexation of LANDOWNER's LAND until additional logical and adjacent properties may be annexed simultaneously. LANDOWNER agrees to provide an annexation plat, prepared by a Wyoming registered land surveyor, at his sole cost and expense, upon the request of the CITY. The LANDOWNER specifically agrees and acknowledges that the timing of the annexation is within the sole discretion of the CITY. The CITY may initiate the annexation of the LAND described above at any time and without notice to LANDOWNER.

9. This AGREEMENT, and every part thereof, shall constitute a covenant running with the LAND described above and may be enforced by the CITY by an action at law or equity.

10. This AGREEMENT shall inure to the benefit of, and be binding upon the parties hereto, their respective heirs, successors in interest and assigns. This AGREEMENT shall bind each and every successor in interest to the LAND or any portion or parcel thereof.

11. This AGREEMENT shall be governed by the laws of the State of Wyoming. The District Court of the Fourth Judicial District in Sheridan County, Wyoming, shall have venue and jurisdiction exclusively for any action in law or equity which may be instituted to enforce the terms of this AGREEMENT.

12. If any legal action is instituted to enforce any of the terms of this AGREEMENT, the unsuccessful party shall pay the successful party's reasonable attorneys' fees and all costs of the action including court costs, expert witness fees and all other actual expenses incurred in the prosecution of the action.

13. If any section, subsection, sentence, clause, phrase or portion of this AGREEMENT is for any reason held invalid or unconstitutional by any Court or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions hereof, which shall remain in full force and effect.

DATED This 25 day of April, 2018.

LANDOWNER:

William P Shorter

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

On April 25, 2018 personally appeared before me William Shosten, whom I know personally, to be the signer of the above and he acknowledged that he signed it.

Notary Public
My Commission Expires: 8/8/2020

SUSAN E. NELSON - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
MY COMMISSION EXPIRES: Aug. 8, 2020

CITY OF SHERIDAN:

Roger Miller, Mayor

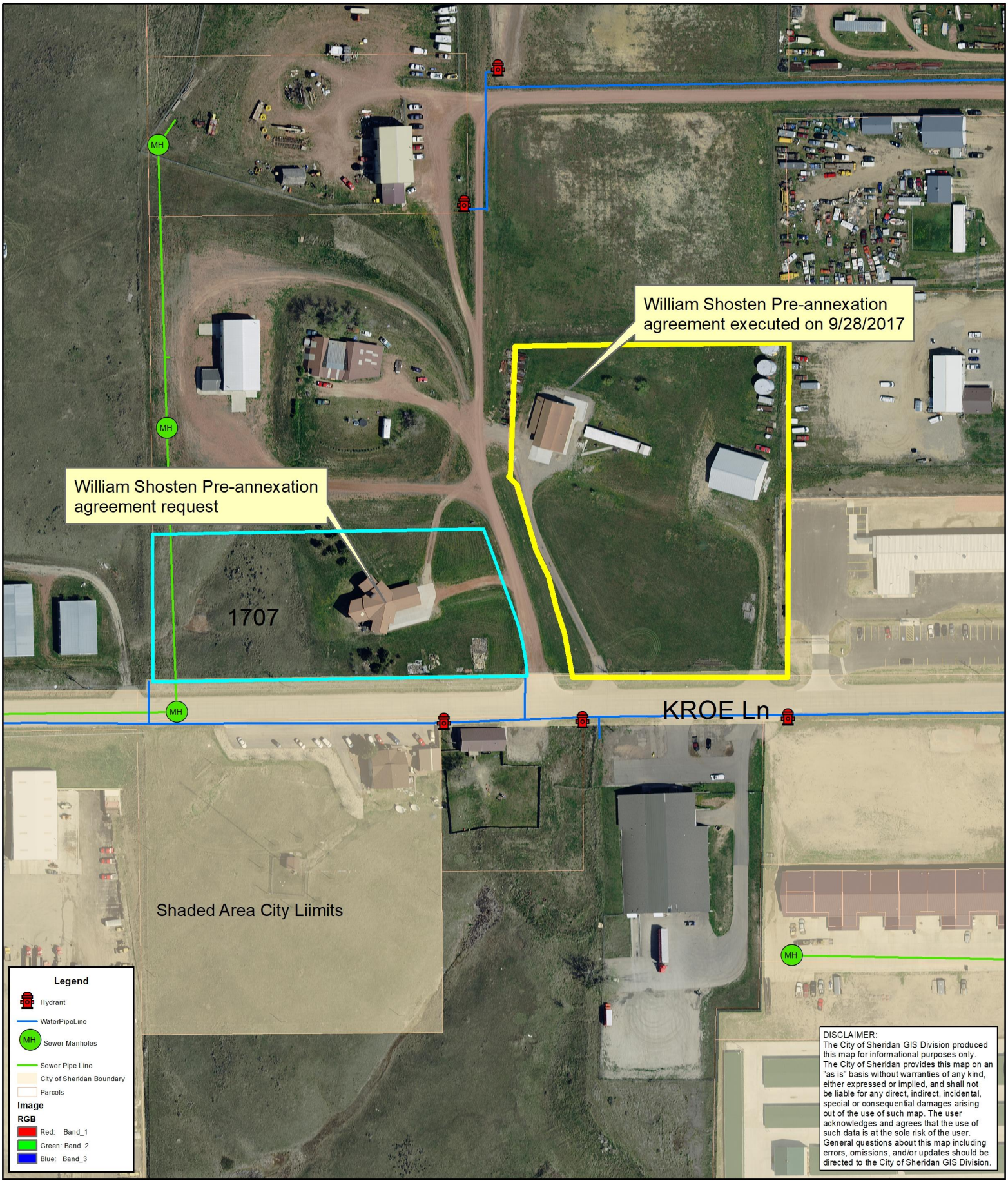
ATTEST:

Cecila Good City Clerk

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

On _____, 20__, personally appeared before me Roger Miller, Mayor of the City of Sheridan, Wyoming, whom I know personally, to be the signer of the above and he acknowledged that he signed it.

Notary Public
My Commission Expires:



CITY OF Sheridan WYOMING

1707 Kroe Ln

N

0 0.01 0.02 0.04 Miles

Name: mpeacock Date: 06/05/2018

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

Utilities

MEMORANDUM

Project Name:	Request for Proposals - Consultant Selection Landfill Monitoring & Reporting
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	05/21/2018

Recommendation:

Staff recommends that City Council approve a Professional Services Agreement with Trihydro Corporation, in the amount of $118,773, for consulting services to perform landfill environmental monitoring as required under Wyoming Department of Environmental Quality (WDEQ) rules and regulations.

Background:

The City has historically utilized an environmental consulting firm to perform a high degree of technical, analytical, and reporting skills required to meet Chapter 2 of the Municipal Solid Waste Landfill Regulations established by the WDEQ. Environmental monitoring is generally performed semi-annually (July and December) with some minor monthly monitoring performed quarterly and monthly. The current contract with Burns & McDonnell expires with completion of the most recent monitoring and reporting event conducted in December of 2017.

City staff prepared a Request for Proposals (RFP) describing a very detailed scope of work, objectives and deliverables desired to provide environmental monitoring services and other related tasks for the City. The RFP detailed very specific things we were looking to have addressed in the proposals. It also listed the specific criteria and process by which the Selection Committee would review, evaluate and select the successful consultant.

The RFP was solicited through local advertisement, to include advertisement through the Chamber of Commerce, and direct mail to over 20 local and non-local consultants that we knew could, or might be able to, provide the services requested in the RFP.

The City received nine (9) responses to the RFP as follows (not in any specific order):

1. WWC Engineering
2. Backburn Environmental
3. Inburg-Miller
4. Terricon
5. SCS Engineering
6. Burns & McDonnell
7. WENK
8. MC2 Engineering
9. Trihydro Corporation

The proposals of each firm were reviewed individually by each person of a three member selection committee comprised of Dan Roberts, Charles Martineau, and Shawn Stevens. The process evaluated sixteen (16), weighted

criteria distributed over four (4) categories by which each member scored the nine proposals. A total score for each firm/proposal was determined.

Trihydro Corporation ended up being the highest scoring and number one selection by the selection committee. Burns & McDonnell was second. Reference checks confirmed the selection committee's scoring and the selection of Trihydro Corporation as the recommended firm for award.

Attached for City Council consideration and approval, is a Contract for Professional Services Agreement (Agreement) with Trihydro Corporation establishing the contract terms, scope of work, fee, and project schedule. The Mayor and City Council's approval of the Agreement will authorize Trihydro Corporation to conduct the City of Sheridan's Landfill Environmental Monitoring program as explained in the RFP.

Funding:

A total of $120,000 in funding for this work has been proposed in the FY 19 budget within the Landfill's professional services line item:

- Professional Services : 52.6340.4652.0000 - $120,000

Thank you for your consideration.

Attachments

Trihydro Corporation Contract for Services

CONTRACT FOR PROFESSIONAL SERVICES

FOR

2018 Environmental Monitoring, Groundwater and Reporting Services

THIS CONTRACT, made and entered into _____, by and between the following:

CITY OF SHERIDAN, a Municipal Corporation, Sheridan, Wyoming 82801, hereinafter designated the Owner

and

Trihydro Corporation, a professional corporation, hereinafter designated the Consultant.

WITNESSETH:

WHEREAS, the Owner has need for an Engineering Consultant and;

WHEREAS, the Owner has authority to contract for consulting engineering services, and;

WHEREAS, the Consultant represents that he is qualified to perform such services, is in compliance with the Wyoming Statutes relating to the registration of professional engineers and land surveyors and is willing to furnish such services to the Owner;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated herein, the Parties hereto agree as follows:

1. CONSULTANT RIGHTS AND DUTIES: the Consultant's duties and responsibilities include the following:

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the Consultant's portion of the project as defined in Section 3 - Scope of Work, and to prepare and deliver to the Owner all plans, specifications, bid documents and other material as designated herein.

B. Ascertain such information as may have a bearing on the work from local units of government, utility companies and private organizations and shall be authorized to procure information from other authorities besides the Owner, but shall keep the Owner advised as to the extent of these contacts and the results thereof.

C. Prepare and present such information as may be pertinent and necessary, in order for the Owner to pass critical judgment on the features of the work. The Consultant shall make changes, amendments or revisions in the detail of the work as may be required by the Owner. When alternates are being considered, the Owner shall have the right of selection.

D. Consultant's work shall be in accordance with the standards of sound engineering and present Owner, State and National standards and policies currently in use.

E. Conform to the requirements of the State of Wyoming applicable to providing professional services including codes and standards nationally recognized.

F. To perform professional services in connection with the project and will serve as the Owner's representative in those phases of the project to which this agreement applies.

G. Where federal funds are involved, the necessary provisions to meet all requirements will be complied with and documents secured and placed in the bidding documents.

H. Submit an estimated progress schedule as to time and costs at the beginning of the work, and monthly progress reports thereafter until complete. The reports will include any problems, potential problems, and delays as foreseen by the Consultant. Reports will be submitted in a timely manner to permit prompt resolution of problems.

I. The Owner shall have the right of review and examination of the Consultant's work and records pertaining to this project accounting at all times.

J. Name a Project Manager who shall be the liaison between the Owner and the Consultant. For this project the Project Manager designated is Travis Evans, PE.

2. OWNER RIGHTS AND DUTIES: The Owner's duties are set forth as follows:

A. To furnish all labor, materials, equipment, supplies and incidentals necessary to conduct and complete the Owner's portion of the project as designated in the scope of work.

B. Name a Project Manager who shall be the liaison between the Consultant and the Owner. For this project the Project Manager designated is Charles Martineau.

3. SCOPE OF WORK: The professional services to be provided by the Consultant under this Agreement shall be as necessary to furnish environmental monitoring services and other items incidental and necessary to implement the Project as described in the Owner's Environmental Monitoring, Groundwater, and Reporting Services RFP dated April 2, 2018 and the Consultant's technical and cost proposal dated April 20, 2018. Monitoring shall be conducted in accordance with the applicable current permits, and shall be in accordance with the City's policies and procedures and applicable federal or state laws, guidelines and standards. The Consultant shall perform the work covered by this agreement which includes:

A. The Project shall consist of the following components:
   (1) Task 1: Annual Review & Update of the EMP
   (2) Task 2: Monitoring Well Sampling & Reporting
   (3) Task 3: Methane Monitoring
   (4) Task 4: Landfill Gas Data Management, Sampling, and Reporting
   (5) Task 5: MSW Leachate Sampling and Reporting
   (6) Task 6: Special Sampling and Reporting
   (7) Task 7: Training of City Staff on Sampling, Monitoring, and Permit Competency
   (8) Task 8: General Environmental & Hydrogeological Consulting

B. <u>Task 1: Annual Review & Update of the EMP</u>
   (1) Summarize environmental monitoring findings and changed conditions during the course of the year.
   (2) Verify annually that the EMP is up-to-date with current methods, regulations, on-site conditions, or any other improvements, especially as pertaining to possible modifications to streamline the program and/or reduce costs.
   (3) Prepare a written draft of recommendations to the City for consideration.
   (4) Prepare a related minor modification letter to WDEQ, if requested.

<u>C. Task 2: Monitoring Well Sampling and Reporting</u>
   (1) Coordinate with City Solid Waste Superintendent and Landfill Manager regarding scheduling and access for each monitoring event.
   (2) Provide a daily summary of monitoring activities, to be left at the Scale House at the end of each day.
   (3) Conduct semi-annual groundwater sampling at the Closed Landfill #1 and Existing Landfill #2 in July and December, with measurement of field parameters and analysis of baseline, detection and/or assessment constituents as required during even or odd years.
   (4) Sample in accordance with schedules provided in RFP or most up-to-date EMP.
   (5) Gauge all sampled groundwater monitoring wells on a quarterly basis.

(6) Review laboratory analytical data to evaluate its usability and suitability for decision making.
(7) Update data management system, Project Direct®, to efficiently manage analytical data.
(8) Complete semiannual reports as required by the EMP and submit to City for review within 90 days following the sampling event.
(9) Submit semiannual report to WDEQ within 120 days following the sampling event.
(10) Include the following items in each Semiannual Environmental Monitoring Report:
- Narrative of field, laboratory, data validation, and statistical analysis
- Narrative of observations, conclusions, and recommendations
- Tables of current field data, including methane data, and significant statistical analysis results

(11) Figures of site location, site, and potentiometric surface.
(12) Attachments of field forms, lab report, data validation, statistical reports, and electronic data deliverables (EDDs) in the WDEQ/SHWD-specified format.
(13) Provide immediate notification to the City and WDEQ in the case of statistically significant detections above groundwater protection standards.
(14) Conduct monthly water level measurements in 22 expansion area wells.
- Prepare monthly spreadsheet reports for City within 15-30 days of event.

(15) Conduct leachate sampling, as described in Task 5, below.

D. Task 3: Methane Monitoring
(1) Coordinate with City Solid Waste Superintendent and Landfill Manager regarding scheduling and access for each monitoring event.
(2) Provide a daily summary of monitoring activities, to be left at the Scale House at the end of each day.
(3) Schedule methane monitoring events to coincide with groundwater monitoring events scheduled (e.g., June, September, December, and March).
(4) Conduct quarterly methane monitoring for 18 wells at Landfill #1, 7 wells at Landfill #2, and all on-site structures, including the scale house, maintenance shop, fueling facility, hazardous waste storage buildings, public drop-off area, and other equipment and storage buildings.
(5) Measure methane concentrations using a calibrated gas meter capable of monitoring oxygen concentrations, methane concentrations, and the percent of the lower explosive limit (%LEL).
(6) Prepare quarterly reports for City within 30 days of completing the monitoring event or no later than the 15th of the following month.
(7) Include quarterly methane data in the next Semiannual Environmental Monitoring Report for WDEQ.
(8) Provide immediate notification to the City and WDEQ if any detections of methane exceed 25 % LEL in any of the facility structures or if any detections of methane register 100% LEL at any of the methane monitoring wells.

E. Task 4: Landfill Gas Data Management, Sampling, and Reporting
(1) Coordinate with City Solid Waste Superintendent and Landfill Manager regarding scheduling and access for each monitoring event.
(2) Confirm approval to access the landfill gas compressor building; obtain any related training and/or equipment to operate safely within the environment.
(3) Provide a daily summary of monitoring activities, to be left at the Scale House at the end of each day.
(4) Schedule landfill gas system (LGS) monitoring events to coincide with other environmental monitoring events scheduled (e.g., groundwater and methane monitoring).
(5) Conduct quarterly monitoring and sampling of the LGS venting system for fixed gases and VOCs using EPA Methods 3C and 25C.
(6) Evaluate system performance during each monitoring event and report trends, potential performance issues, and recommendations for optimizing the system.
(7) Prepare and submit quarterly LGS performance reports to the City for review, and then WDEQ, once approved; reports must be submitted to WDEQ within 30 days after end of quarter.

(8) Provide LGS technical support and/or training to City staff, described under Tasks 7 and 8, below.

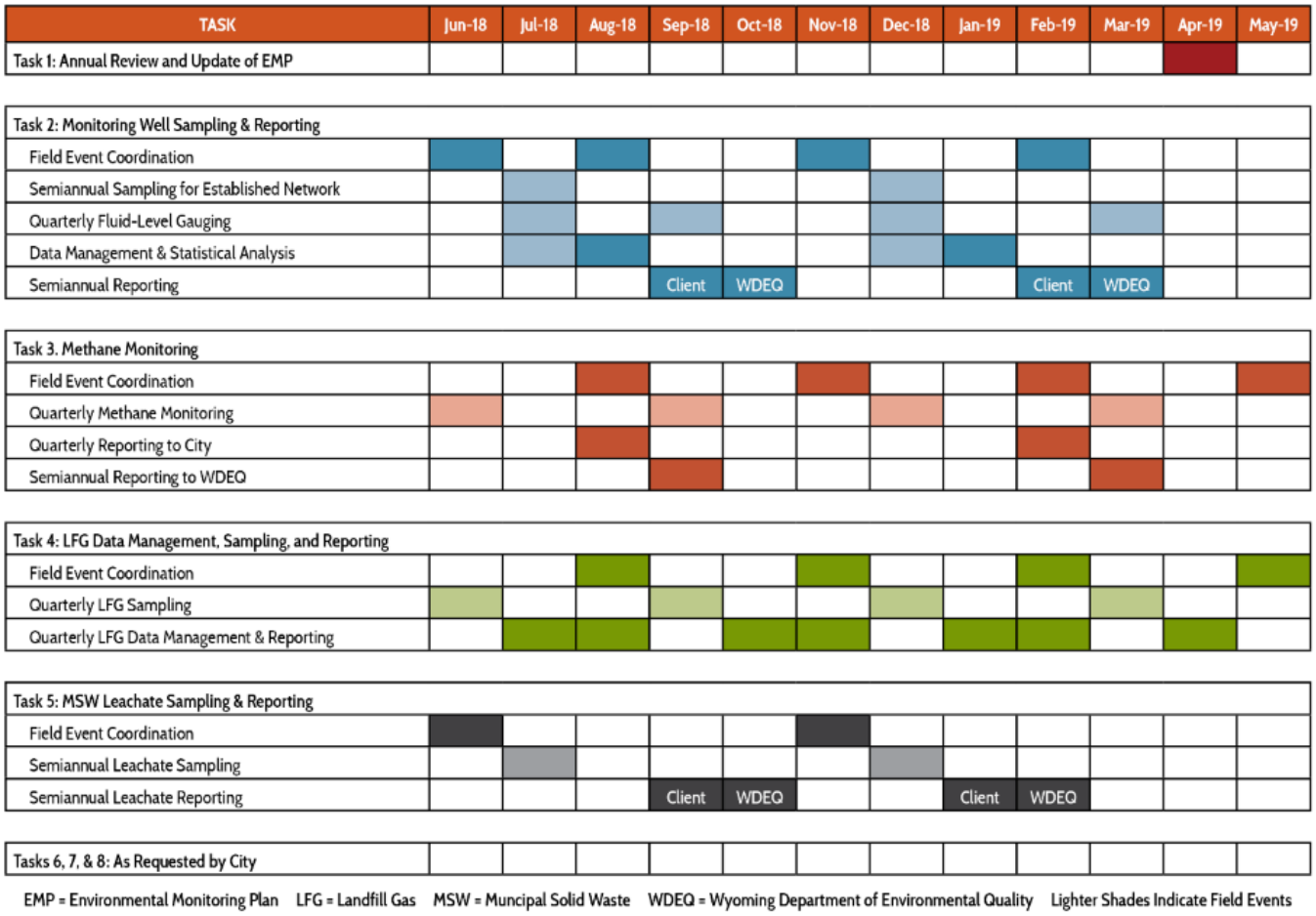
F. Task 5: MSW Leachate Sampling and Reporting
   (1) Coordinate with City Solid Waste Superintendent and Landfill Manager regarding scheduling and access for each monitoring event, with special consideration given to access to leachate collection system and health & safety.
   (2) Provide a daily summary of monitoring activities, to be left at the Scale House at the end of each day.
   (3) Conduct semiannual sampling of leachate in July and December from:
      i. One location at Landfill #1, with analysis of baseline constituents and assessment VOCs (even years only); and,
      ii. Three locations at Landfill #2, with analysis of baseline constituents and assessment inorganics and VOCs.
      iii. Measure and report field parameters at each leachate sampling location.
   (4) Sample in accordance with schedules provided in RFP or most up-to-date EMP.
   (5) Review laboratory analytical data to evaluate its usability and suitability for decision making.
   (6) Update data management system, Project Direct®, to efficiently manage analytical data.
   (7) Include data in groundwater monitoring semiannual reports as required by the EMP and submit to City for review within 90 days following the sampling event.
   (8) Submit semiannual report to WDEQ and City of Sheridan Wastewater Treatment Facility within 120 days of sampling event.
   (9) Include the following items in each Semiannual Environmental Monitoring Report:
   (10) Narrative of field, laboratory, and data validation of leachate data;
      i. Narrative of observations, conclusions, and/or recommendations, if applicable;
      ii. Figures of site location and site; and,
      iii. Attachments of field forms, lab report, data validation, and electronic data deliverables (EDDs) in the WDEQ/SHWD-specified format.

G. Task 6: Special Sampling and Reporting
   (1) Coordinate, mobilize, and sample as directed by the City for any unexpected events.
   (2) Complete with 24-hour notice and request laboratory analysis with as close to 24-hour laboratory turnaround times as practicable.
   (3) Analyze samples for specific analyte list, as provided in the RFP, to include VOCs and a subset of metals, inorganics, and other general chemistry parameters.
   (4) Work with the City to determine reporting requirements; prepare and submit report.

H. Task 7: Training of City Staff on Sampling, Monitoring, and Permit Competency
   (1) Provide training to City staff, as requested, to perform any of the tasks required to fulfill the environmental monitoring program or others.
   (2) Provide annual review to applicable City staff regarding any permit modifications to the environmental monitoring programs.
   (3) Conduct training face-to-face and prepare task-oriented handouts whenever practicable.

I. Task 8: General Environmental & Hydrogeologic Consulting
   (1) Provide engineering, hydrogeologic, and regulatory technical support as requested by Landfill Management.
   (2) Support the City as a liaison with WDEQ, when requested.
   (3) Other technical or regulatory assistance may include meetings, work plans, site work, laboratory analysis, reports, permit modifications, EMP modification, or other services requested.
   (4) As a courtesy, identify and communicate landfill-related regulatory or environmental changes to City as pertaining to new or changed scope that may need to be addressed.

4. **PROJECT COMPLETION**: The completion date for the Consultant's work shall be by the following schedule:



The established completion dates shall not be extended because of any unwarranted delays attributed to the Consultant, but may be extended by the Owner in the event of a delay attributed to the Owner or because of unavoidable delays due to severe weather, street conditions, or by any natural catastrophe or governmental action or conditions beyond the control of the Consultant.

Delays affecting the completion of the work within the time specified for the completion by more than ninety (90) days, not attributable to or caused by the Parties hereto, may be considered as cause for the renegotiation or termination of this Contract.

If the Consultant is behind on this Contract due to no fault of the Owner, then the Consultant hereby acknowledges the right of the Owner to withhold future Contracts to the Consultant in addition to any other remedy until this Contract is brought back on schedule or otherwise resolved.

5. **PAYMENT**: The work of the Consultant, as outlined in the scope of work, shall be accomplished for the fees as detailed below:

A. Lump Sum Method

The Owner shall pay the Consultant for basic services for the overall Environmental Monitoring, Groundwater, and Reporting Services under Section 3 and as defined in Attachments A1 and A2 of this Agreement, a total basic lump sum of $ 118,773 with breakdown and progress payments as herein described.

(a) For services rendered for Tasks 1-5, Sections 3B-3F, the Consultant shall be paid on a time and materials basis for services rendered, not to exceed a total amount of $107,373.

Partial Payment shall be paid to the Consultant upon receipt of the Consultant's pay estimate, said estimate being proportioned to the work completed by the Consultant. Payment shall be made within 30 days of the receipt of invoice.

(b) For services rendered for Tasks 6-7, Section 3G-3I, the Consultant shall be paid on a time and materials basis for services rendered, not to exceed a total of $ 11,400.

Actual costs incurred for these tasks will vary depending upon scope of services requested by the City.

Partial Payment shall be paid to the Consultant upon receipt of the Consultant's pay estimate, said estimate being proportioned to the work completed by the Consultant. Payment shall be made within 30 days of the receipt of invoice.

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B. **INSPECTION AND AUDIT**: All books, papers, records, payrolls, vouchers, and invoices relating to costs and expenditures incurred in the performance of the services by the Consultant hereunder shall be made available to the Owner, or their authorized representatives, for audit and review at the Consultant's respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment.

The above figures are based on expected salary costs during the coming year. If delay in portions of the work occurs, higher costs may result. These cost increases, if any, shall become effective only on the mutual agreement of the Owner and Consultant and shall be made a part of this agreement by means of an amendment.

The Consultant shall submit statements to the Owner at monthly intervals for interim payment of that portion of the work completed. Such estimates shall include costs incurred to date.

In the event this Contract is terminated prior to completion, copies of the Consultant's data, recommendations, plans, specifications, analysis and other related documents prepared by the Consultant prior to said termination, shall be delivered to and become part of the property of the Owner.

C. **ADDITIONAL SERVICES NOT COVERED BY THIS AGREEMENT**: If authorized by the Owner in writing, the Consultant will provide additional Professional Services in connection with the project as set forth below.

(1) Services due to changes in the scope of the project or its design, including, but not limited to, changes in size, complexity, schedule, or character.

(2) Revising studies, reports, design documents, drawings or specifications which have previously been approved by the Owner or when such revisions are due to causes beyond the control of the Consultant.

(3) Preparation of documents for out-of-sequence work requested by the Owner.

(4) Preparation of detailed renderings, exhibits, or scale models of the project.

(5) Providing services as an expert witness for the Owner in connection with litigation or other proceedings involving the project.

(6) Providing other services not otherwise provided for in the agreement, including services normally furnished by the Owner as elsewhere herein described.

6. **EMPLOYMENT**: The Consultant warrants that he has not employed or retained any company or persons, other than a bona fide employee, working solely for the Consultant, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any commission, percentage, brokerage fee, gifts or any other considerations contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability, or at its discretion to deduct from the Consultant fee, or otherwise recover the full amount of such commission, percentage, brokerage fee, gift or contingent fee.

Any and all employees of the Consultant or other persons while engaged in the performance of any work or services required by the Consultant shall be considered employees of the Consultant only and not of the Owner, and any and all claims that may arise under the Workman's Compensation Act on behalf of said employees or other persons while so engaged and any and all claims made by a third party as a consequence of any act or omission on the part of the Consultant's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Consultant.

The Consultant shall be subject to and comply with Title VI of the Civil Rights Act of 1964; Section 140, Title 23, United States Code, and all regulations promulgated thereunder.

The Consultant shall comply with all provisions of Equal Employment Opportunity (EEO) and Disadvantaged Business Act (DBA - Minority and Women's Business Enterprises), and the Owner's implementation plan of this act.

7. **DECLARATION OF NO FINANCIAL INTEREST**: The Consultant hereby declares that the Consultant's partners, principal shareholders, officers and professional engineers assigned to or otherwise working on the projects or in any way associated with Consultant does not own any equitable or legal rights to property within the project, whether public or private, or have any interest either directly or indirectly in the project except for the renumeration provided herein: none.

8. **SUCCESSORS AND ASSIGNS**: This agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Consultant respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Consultant shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

9. **CHANGES IN WORK**: The Consultant shall make such revisions in the reports, plans, and specifications which have been completed, approved and accepted by the Owner as are necessary to correct the Consultant's errors or omissions when required to do so by the Owner, without additional compensation therefor.

Any change in the scope of work as stated in this Contract for whatever reason, will be negotiated between the Owner and the Consultant and an amendment to the Contract will be issued with the appropriate change of work and Contract fee noted.

10. **LEGAL RELATIONS**: The Consultant shall comply with all Federal, State and local laws and ordinances applicable to the work to be done.

11. **INSURANCE**: The Consultant shall secure and furnish to the Owner Certificate of Liability Insurance, therein, naming the Owner as an additional named insured, to include thirty (30) days notice of cancellation or non-renewal. In case of joint ventures, all entities must be named. The limit of liability for Bodily Injury and Property Damage to be One Million Dollars ($1,000,000) single limits to include underground excavation, with any insurance company authorized to do business in the State of Wyoming. The Consultant shall also furnish the Owner proof of Error and Omission Insurance Coverage.

12. **TERMINATION OF AGREEMENT**: The right is reserved by the Owner to terminate this Contract at any time upon not less than thirty (30) days written notice to the Consultant.

In the event this Contract is terminated by the Owner, the Consultant shall be paid for the amount of work performed or services rendered to date of termination per the Contract fee.

In the event this Contract is terminated prior to completion, the originals of all plans shall remain the property of the Consultant. All information relating to the project and prepared under the terms of this Contract, including schedules, reports, data, recommendations, exhibits, analyses, plans, and specifications, shall be deemed the property of the Owner. Reproducibles of all notes, reports, plans, and specifications shall be made available at the Owner's request.

13. **ENDORSEMENTS**: The Consultant shall furnish professional stamps, statements, or other suitable means to signify responsible endorsement of work, on all drawings and reports furnished by him.

14. **OWNERSHIP OF DOCUMENTS**: The original tracings of all plans shall remain the property of the Consultant. All information relating to the project and prepared under the terms of this Contract, including schedules, reports, data, recommendations, exhibits, analysis, plans, and specifications, shall be deemed the property of the Owner. Reproducibles of all notes, reports, plans, and specifications shall be made available at the Owner's request.

15. **PUBLIC INFORMATION**: The Consultant shall not issue any statements, releases or information for public dissemination without prior approval of the Owner.

16. **PROPRIETARY RIGHTS**: If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the Owner.

17. **RECORDS**: The Consultant shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the Contract term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the Owner and copies thereof shall be furnished if requested.

18. **ATTORNEY**'s **FEES AND COSTS**: That in the event it becomes necessary for either Party to this Contract to retain an attorney to enforce any of the terms or conditions of this Contract or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.

19. **LITIGATION LOCATION**: In the event litigation is pursued under this contract it will be in the 4th Judicial District of the State of Wyoming.

20. **ADMINISTRATION MEDIATION**: Any disputes concerning the Consultant's performance of the work between the Consultant and the Owner shall be referred for determination to the City Administrator of the City before commencing any legal action to resolve the same.

21. **MODIFICATION AND AMENDMENTS**: That any amendment or modifications of this Contract or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this contract.

22. **HOLD HARMLESS PROVISION**: The Consultant shall only be liable for professional services stated specifically under the scope of this Agreement. The Consultant shall be indemnified and held harmless for any claims, damages, or liabilities arising from any act, neglect, default or mismanagement by the Owner, its Contractors, and their agents or employees.

The Consultant hereby agrees to indemnify and hold the Owner harmless from all claims and liability to the extent caused by the negligent activities of the Consultant, their agents, employees, or both, in performing the work required.

CONSULTANT

NAME: _____

BY: _____

TITLE: _____

DATE: _____

CITY OF SHERIDAN, WYOMING

BY: _____
{Insert Official Name Here}

DATE: _____

Attachments:

Attachment A-1. Trihydro Cost Proposal
Attachment A-2Intermountain Labs Cost Proposal

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

Treasurer

MEMORANDUM

Project Name:	Approval of Resolution 23-18, The City of Sheridan Appropriations and Budget Revisions for Fiscal Year 2018 - Interim Treasurer Todd Watkins - 5 Minutes
From:	Todd Watkins, Assistant Treasurer
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	06/07/2018

Recommendation:

Staff recommends the approval of Resolution 23-18 authorizing adjustments to the FY2018 Budget.

Background:

During the year, unanticipated income and new grants are received creating amounts available to budget. Unexpected expenditures occurred that need to be funded. Transfer of appropriations and modifications of estimated revenues and appropriations are needed as the year progresses and more definitive information is obtained. Resolution 23-18 is an accumulation of the previously mentioned items which need to be accounted for in the FY2018 budget. The attached Schedule 1 shows the summarized amendments, revisions, and appropriations to the FY2018 Budget.

Funding:

All funds are balanced with FY2018 budgeted revenues.

Attachments

Schedule 1 - Summary of FY2018 Budget Revision Adjustments

Resolution 23-18

Schedule 1

SUMMARY OF FY2018 BUDGET REVISION ADJUSTMENTS

Fund	FY 2018 Current Budget Appropriations	Adjustments	FY2018 Revised Budget Appropriations
GENERAL	11,254,503	111,000	11,365,503
SPECIAL REVENUE	36,158,907	5,102,234	41,261,141
ENTERPRISE	12,968,108	85,483	13,053,591
DEBT SERVICE	114,448		114,448
Total	60,495,966	5,298,717	65,794,683

Mill Levy - 8 Mills	1,400,000		1,400,000

CERTIFIED RECORD

OF

PROCEEDINGS OF THE GOVERNING BODY OF

THE CITY OF SHERIDAN, WYOMING

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

A regular meeting of the governing body (the "Governing Body") of the City of Sheridan, State of Wyoming, was held at the regular meeting place of the Governing Body at 55 East Grinnell, Sheridan, Wyoming, on June 18, 2018, at the hour of 7:00 p.m. pursuant to notice and call duly given to each member of the Council.

The meeting was called to order by the Mayor, and upon roll call, the following members were present, constituting a quorum:

Mayor: _____
Council Members: _____
_____
_____
_____
_____
_____
Absent: _____

There was also present: _____

Thereupon the following proceedings, among others, were had and taken. The following resolution was

introduced and read by title only

RESOLUTION NO. 23-18

A RESOLUTION ON FISCAL YEAR 2018 APPROPRIATIONS AND BUDGET REVISIONS

WHEREAS, the City of Sheridan adopted its FY2018 budget on June 20, 2016 _(the "Budget");

WHEREAS, the City's Budget, requires additional amendments, revisions, and appropriations;

WHEREAS, a Notice of Public Hearing of such budget, together with the summary of said budget amendments, revisions, and appropriations was published in the Sheridan Press, a legal newspaper and of general circulation in the County on the 11th of June, 2018;

WHEREAS, a Public Hearing was held on such budget at the time and place specified in said Notice, and which time all interested parties were given an opportunity to be heard;

WHEREAS, following such Public Hearing, certain alterations and revisions were made in such proposed budget, all of which more fully appear in the Minutes of the Council.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Sheridan adopts the additional amendments to the Budget with the year ending June 30, 2018, as the amendments, revisions and appropriations are more specifically described on Exhibit A, attached hereto and incorporated herein.
2. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.
3. All resolutions, or parts thereof, inconsistent with this Resolution or within any of the documents hereby approved, are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed as reviving any resolution or part thereof.

4. This Resolution shall be in full force and effect upon its passage and adoption.

PASSED, ADOPTED AND APPROVED _____, 2018.

CITY OF SHERIDAN, WYOMING

By: _____
Mayor

ATTESTED:

By: _____
City Clerk

A motion was made by Council Member _____ that the foregoing resolution be passed and adopted, and Council Member _____ seconded the motion. The roll was called with following results:

Those voting YES: _____

Those voting NO: _____

A majority of the members elected to the Governing Body having voted for the passage and approval of the resolution, the Mayor declared the resolution duly passed and adopted. After consideration of other business to come before the Governing Body, the meeting was adjourned.

CITY OF SHERIDAN, WYOMING

_____
Mayor

ATTESTED:

_____
City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

I, _____, the duly appointed, qualified, and acting City Clerk of the City of Sheridan, Wyoming (the "City"), do hereby certify:

1. The foregoing pages are true, correct and complete copies of the record of the proceedings of the Governing Body of the City, had and taken at a regular meeting thereof held at the regular meeting place of the Council at 55 East Grinnell, Sheridan, Wyoming, on _____ _____, 2018, at the hour of 7:00 p.m., as recorded in the records of the Governing Body kept in my office.

2. The proceedings of the Governing Body were duly had and taken as therein shown, the meeting therein shown was duly held, due notice and call was given each member, and the persons therein named as present at the meeting were present as shown by the minutes.

3. Notice of the meeting has been given as required by statutes of the State of Wyoming relating to meetings of governmental agencies. (W.S. Sections 16-4-401 through 16-4-407.)

WITNESS my name and the seal of the City, on _____, 2018.

_____
City Clerk

EXHIBIT A

Summary of FY2018 Budget Revision Adjustments

Fund	FY 2018 Current Budget	Adjustments	FY 2018 Revised Appropriations
GENERAL	11,254,503	111,000	11,365,503
SPECIAL REVENUE	36,158,907	5,102,234	41,261,141
ENTERPRISE	12,968,108	85,483	13,053,591
DEBT SERVICE	114,448	0	114,448
TOTAL	60,495,966	5,298,717	67,794,683

Mill Levy - 8 Mills	1,400,000		1,400,000

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

Public Works

MEMORANDUM

Project Name:	Discussion of TAP (Transportation Alternative Program) Grant Application for Gateway Park Natural Area to Connect Pathways, Resolution 17-18 - Assistant City Engineer Joe Schoen - 5 Minutes
From:	Lane Thompson, Public Works Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	05/17/2018

Recommendation:

Staff recommends that Mayor and City Council approve Resolution 17-18 to seek grant funding to connect the existing pathway in the Gateway Park Natural area to the new Sheridan I-90 North/South Interchange Pathways and Natural Areas.

Background:

The Wyoming Department of Transportation (WYDOT) opens the application period for the Transportation Alternative Program (TAP) funding, annually, from June 1st to July 17th. This program is funded through the Federal Highway Administration (FHWA). The City of Sheridan historically applies for one of the following programs:
Sidewalks, Walkways or Curb Ramps, Bike Lane Striping, Wide Paved Shoulders, Bike Parking and Bus Racks, Traffic Calming, Off-road Trails, Bike/Pedestrian Bridges and Underpasses, and ADA Compliance.

For 2018, staff recommends submitting our application for the Pedestrian & Bicycle Facilities program to extend and connect the existing pathway in the Gateway Park Natural Area to the new North Sheridan I-90 Interchange pathway that WYDOT has proposed for the new interchange area.

The City of Sheridan's cost sharing with WYDOT to build 1.31 miles of 10' wide concrete sidewalks/pathway along North Main to the Interchange is approximately $860,600 (subject to bids received).

Funding:

NORTH SHERIDAN INTERCHANGE - PATHWAY FUNDING SOURCES			
	OPTIONAL 1%	PUBLIC BENEFIT	TAP GRANT
2019	$190,000.00	$150,000.00	$250,000.00
2020	$70,000.00	$200,000.00	
TOTAL FUNDING	$260,000.00	$350,000.00	$250,000.00
TAP APPLICATION / ESTIMATED COST OF PROJECT:			**$860,000.00**

Attachments

Resolution 17-18 TAP Grant Application for Gateway Park Pathways

Gateway Park Pathways Map

Resolution 17- 18

WYDOT Transportation Alternatives Program (TAP) Grant Application

A Pathway Extension from: ***The City of Sheridan North Park Natural Area existing pathway to the new Sheridan I-90 North/South Interchange Pathways and Natural area.*** (see attached map).

A RESOLUTION authorizing the submission of a WYDOT TAP Grant application seeking federal matching funds for the construction of: *The City of Sheridan North Park Natural Area existing pathway to the new Sheridan I-90 North/South Interchange Pathways and Natural area.* and

WHEREAS the City of Sheridan wishes to continue construction of its pathways projects in accordance with the 2014 "Parks, Pathways & Recreation Master Plan"; and

WHEREAS the City of Sheridan has been involved in the WYDOT TAP Grant Application in conjunction with City pathways construction in the past; and

WHEREAS the City of Sheridan has budgeted matching funds for the construction of the aforementioned pathways project; and

WHEREAS the City of Sheridan agrees to abide by all requirements set forth in fulfilling all obligations outlined in the WYDOT TAP Grant agreement as required for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN:

1. That City of Sheridan Director of Public Works, Lane Thompson, is authorized to submit a WYDOT TAP Grant application for $250,000 matching funds to be used in the construction of: *The City of Sheridan North Park Natural Area existing pathway to the new Sheridan I-90 North/South Interchange Pathways and Natural area.*;

2. That Lane Thompson will ensure that all state and federal requirements set forth in any subsequent grant agreement be met.

3. That Lane Thompson will be the City's contact person for this project.

PASSED, APPROVED AND ADOPTED this 18th day of June, 2018

_____
Roger Miller, Mayor

ATTEST:

_____
Cecilia Good, CityClerk

NORTH SHERIDAN INTERCHANGE - GATEWAY PARK

VISTA WEST ENGINEERING

PROPOSED PATHWAY

← I-90 WESTBOUND

I-90 EASTBOUND →

PROPOSED PATHWAY

EXISTING PATHWAY

N. MAIN ST.

E. KOOI ST

CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801
Ph (307) 674-6483 Fax (307) 674-2195

Public Works

MEMORANDUM

Project Name:	Discussion of Change Order for Badger Street / Loucks Street Phase II Reconstruction Project- Assistant City Engineer Joe Schoen - 5 Minutes
From:	Lane Thompson, Public Works Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	05/11/2018

Recommendation:

Staff recommends Mayor and City Council approve change order number one for the Loucks Street Reconstruction Project for reconstructing Badger Street from Loucks Street to the entrance of Kendrick Park which is estimated to be $400,000. This would amend the current contract agreement between Hot Iron, Inc. to a total dollar amount of $3,271,025.00.

Background:

The Badger Street Change Order will be a complete reconstruction of Badger, from W. Loucks to the new Kendrick Park entrance (see attached map). The existing asphalt and aging water and sewer mains are in very poor condition and are in need of being replaced. Change Order 1 includes replacement of the existing asphalt, curb & gutter, sidewalk, storm drain, water main, water service lines, sanitary sewer main, and sewer service lines to the ROW line.

In addition to reconstructing Badger St., a free right turn lane will be added to Badger St. coming out of Kendrick Park and onto Loucks St. This allows the vehicles leaving Kendrick park to turn right (west) onto Loucks St. easier than before. Badger St will also be widened on the east side of the existing ROW for additional parallel parking to the neighborhood. The improvements with the Badger St. change order will help provide improved traffic flow for some of the busiest activities held within Kendrick Park.
Additionally, to help with the frequent water ponding that occurs during rain events along Badger St, new storm drain will be installed to help minimize the ponding.

The existing waterline main is an aging cast iron pipe that is susceptible to corrosion. A new 8” PVC waterline will eliminate the corrosion issues for many years to come. The existing sanitary sewer mains are vitrified clay and are prone to infiltration and have low slopes which cause maintenance problems. The two existing sanitary sewer lines will be replaced with PVC lines that are much easier to maintain and will provide significantly better flow characteristics.

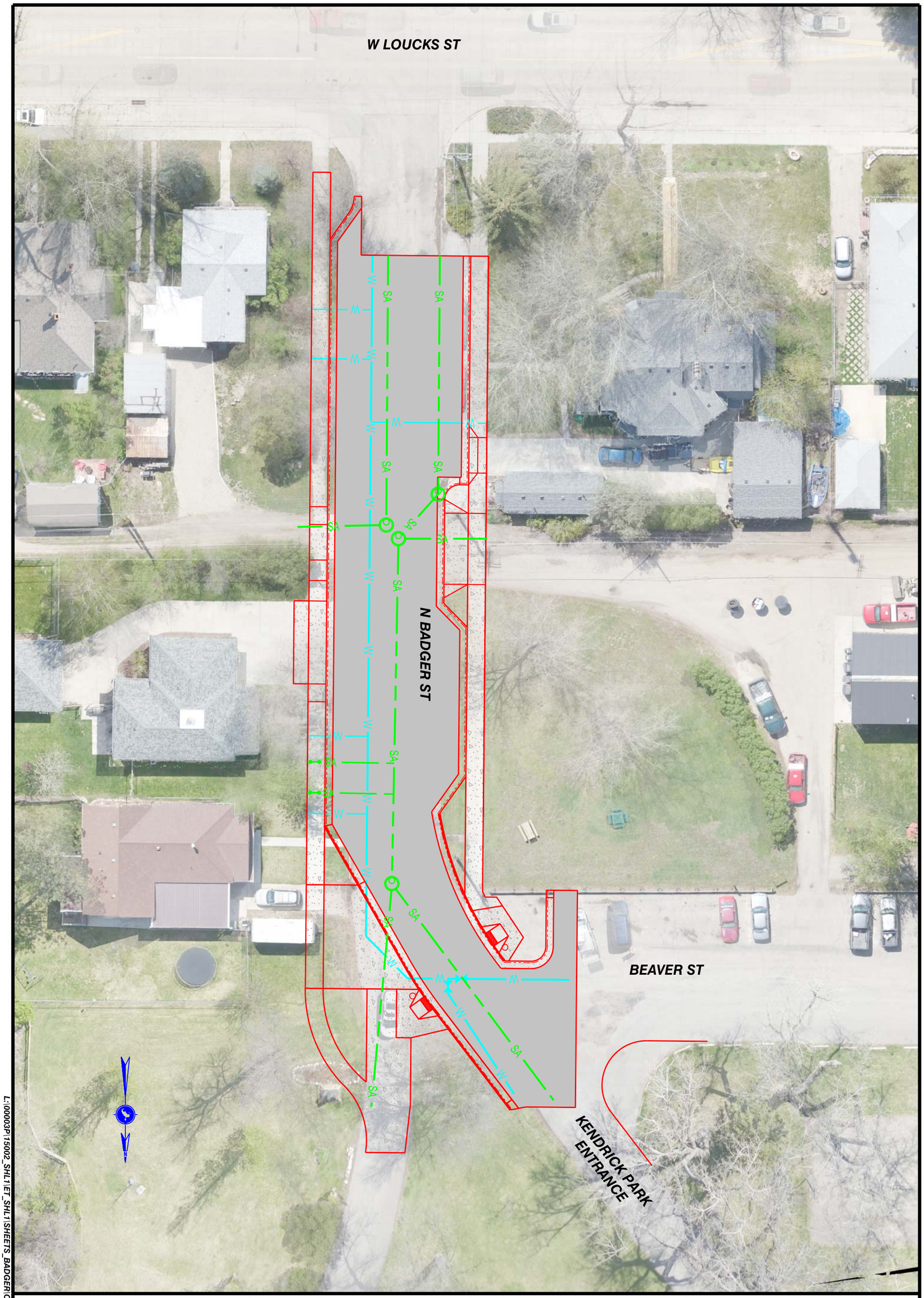
Construction is anticipated to take place in September, beginning after Labor Day.

Funding:

This change order is fully funded from the Capital Facilities Tax:
$300,000 is allocated from Capital Facilities Tax in Fiscal Year 2019
$100,000 will be transferred from the East Downtown Project in Fiscal Year 2018

Attachments

Loucks Phase II Badger St. Change Order Map



CO1

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Sheridan, WY 82801
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entech@entechusa.net

CITY OF SHERIDAN
WEST LOUCKS STREET
RECONSTRUCTION
PHASE II

CHANGE ORDER 1

DESIGN	NO.	AMENDMENT	DATE	INT.
EDH				
CHECK				
MWE				
DATE				
6/18				

PROJECT NO. 15002

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