AGENDA
CITY OF SHERIDAN
FEBRUARY 19, 2019
REGULAR COUNCIL MEETING START 7:00 P.M.

1. Call to Order

2. Pledge of Allegiance

3. Invocation to be given by Tony Forman with Cornerstone Church.

4. Roll Call of Members

5. Approval of Agenda

6. Public Hearings

   A. Public Hearing for Resolution #9-19 Extending the Parked Term for Retail Liquor License #11, No. 10 LLC by One Year - City Clerk Cecilia Good

      i. Consideration of Resolution #9-19 Extending the Parked Term for Retail Liquor License #11, No. 10 LLC by One Year

   B. Public Hearing for the Approval of Resolution #10-19 Extending the Parked Term for Retail Liquor License #2, Railroad Grill, LLC by One Year - City Clerk Cecilia Good

      i. Consideration of Resolution #10-19 Extending the Parked Term for Retail Liquor License #2, Railroad Grill, LLC by One Year

   C. Public Hearing for Resolution #11-19 Extending the Parked Term for Bar and Grill Liquor License #4, TMT LLC by One Year - City Clerk Cecilia Good

      i. Consideration of Resolution #11-19 Extending the Parked Term for Bar and Grill Liquor License #4, TMT LLC by One Year

7. Consent Agenda

   A. Consideration of Ramon C. Vigil Pre-Annexation Agreement for 77 Decker Road

   B. Resolution #12-19 Certifying that the Downtown Sheridan Association is a Separate Entity from the City of Sheridan

C. Consideration of DSA Lease Agreement Amendment

D. Minutes of Regular Council Meeting February 4th 2019.

E. Claims

8. Staff Update

A. Discussion of Charter Ordinance #2158 - City Attorney Brendon Kerns

B. SalesTax/Use Tax/Financial Update - City Treasurer Karen Burtis

C. City Update - City Administrator Mark Collins

OLD BUSINESS

9. Consideration of the Third and Final Reading of Ordinance #2196 - CenturyLink Franchise Agreement

10. Consideration of the Third and Final Reading of Ordinance #2197 E. Brundage Lane Annexation - Community Development Director Brian Craig

NEW BUSINESS

11. Consideration of the Wild Rose Water Improvement and Service District Raw Water Delivery Agreement - Utilities Director Dan Roberts

12. Consideration of Resolution #6-19 Authorizing Implementation of a Public Opinion Poll on Fluoridation of Sheridan's Drinking Water - Utilities Director Dan Roberts

13. Consideration of Award to DOWL for the East 5th Street Corridor Design - Public Works Director Lane Thompson

14. Council Comments and Requests for Future Agenda Items

15. Comments from the Public

16. Adjournment

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Consideration of Resolution #9-19 Extending the Parked Term for Retail Liquor License #11, No. 10 LLC by One Year
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	02/06/2019

Recommendation:

Staff recommends that the Mayor and Council approve the extension of the parked term for Retail Liquor License #11 held by No. 10 LLC for one year.

Background:

Retail License #11, held by No. 10 LLC, was parked for one year as of March 19th, 2018 per Wyoming Statute 12-4-103(a)(iv). Wyoming Statute 12-4-103(a)(iv) states that a liquor license may be parked for an additional one year period, with the approval of City Council, upon the showing by the Licensee of "good cause."

Per No. 10 LLC, the group has secured our local investors, and they are now in the process of working with Dick Anderson Construction for the design/build process of the facility. They anticipate breaking ground as soon as the weather permits. The licensee expects that the retail license will be unparked prior to the March 2020 deadline.

Attachments

Resolution #9-19

RESOLUTION 9-19

A RESOLUTION extending the parked Retail Liquor License #11, by one year.

WHEREAS, Retail License #11, held by No. 10 LLC, was parked for one year as of March 19th, 2018 per Wyoming Statute 12-4-103(a)(iv); and

WHEREAS, per Wyoming Statute 12-4-103(a)(iv), a liquor license may be parked for an additional one year period, with the approval of City Council, upon the showing by the Licensee of "good cause"; and

WHEREAS, the City of Sheridan wishes to extend the parked term of Retail License #11 held by No. 10 LLC by one year; and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN:

1. That the Licensee has demonstrated good cause to allow the license to be parked for an additional one year period as follows:
    a. The Licensee has actively been securing necessary financing and retaining a quality design build team.
    b. The Licensee is set to break ground and begin construction of a new facility in the Spring of 2019.
2. That the Sheridan City Council approves the extension of Retail License #11's, held by No. 10 LLC, parked status.
3. No. 10 LLC shall be operational, as defined by Wyoming Statute, by March 19th, 2020.

PASSED, APPROVED AND ADOPTED this 19th day of February, 2019.

City of Sheridan

_____
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

Clerk

MEMORANDUM

Project Name:	Consideration of Resolution #10-19 Extending the Parked Term for Retail Liquor License #2, Railroad Grill, LLC by One Year
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	02/06/2019

Recommendation:

Staff recommends that the Mayor and Council approve the extension of the parked term for Retail Liquor License #2 held by Railroad Grill LLC for one year.

Background:

Retail Liquor License #2, Railroad Grill, LLC, was parked for one year as of February 20th, 2018 per Wyoming Statute 12-4-103(a)(iv). Wyoming Statute 12-4-103(a)(iv) states that a liquor license may be parked for an additional one year period, with the approval of City Council, upon the showing by the Licensee of “good cause."

Per the attached email from a representative of Railroad Grill LLC, the building that Retail Liquor License #2 is associated with is undergoing an extensive remodel.

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Consideration of Resolution #11-19 Extending the Parked Term for Bar and Grill Liquor License #4, TMT LLC by One Year
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	02/06/2019

Recommendation:

Staff recommends that the Mayor and Council approve the extension of the parked term for Bar and Grill License #4 held by TMT LLC for one year.

Background:

Bar and Grill Liquor License #4, held by TMT LLC, was parked for one year as of February 23rd, 2018 per Wyoming Statute 12-4-103(a)(iv). Wyoming Statute 12-4-103(a)(iv) states that a liquor license may be parked for an additional one year period, with the approval of City Council, upon the showing by the Licensee of “good cause."

Per TMT LLC, the licensee is currently in negotiations with a management company that operates a number of properties in Wyoming. The licensee will be working to create a sustainability model for the restaurant and hotel within the next several months.

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:	Consideration of Ramon C. Vigil Pre-Annexation Agreement for 77 Decker Road
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	01/14/2019

Recommendation:

Staff recommends that City Council approve and authorize the Mayor to sign the attached Pre-Annexation Agreement between Ramon C. Vigil, and the City of Sheridan to serve as authorization for Ramon C. Vigil to tie into the City of Sheridan water and sewer system to serve lands outside the City limits located at 77 Decker Road.

Background:

The proposed property is located East of Decker Road and North of I-90. The property is currently contiguous to the City. The landowner, Ramon C. Vigil, desires to be served from the City of Sheridan through its water and sewer system located along the West side of Decker Road (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 should receive water and sewer service from the City of Sheridan.

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 and sewer service extensions 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 and sewer service extensions 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 77 Decker Road is outside the city limits; therefore, a prepared Pre-Annexation Agreement is being presented for City Council consideration.

Thank you for your consideration.

Attachments

Virgil C. Ramon Pre-Annexation Agreement
Exhibit "A"
Map for 77 Decker Road

PRE-ANNEXATION AGREEMENT AND PETITION

This Pre-Annexation Agreement and Petition, hereinafter referred to as AGREEMENT, made this 23rd day of January, 20 19, by and between Ramon C. Vigil, and his 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" attached hereto and incorporated herein

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. The CITY agrees to allow the LANDOWNER'S installation of water and/or sewer service line(s) and connection to the CITY's water and/or sewer main(s) at such a time the mains become available.

10. LANDOWNER agrees that any sidewalk currently in existence on any portion of the LAND or any sidewalk constructed on the LAND in the future shall be maintained by LANDOWNER and snow/ice shall be removed by LANDOWNER per City of Sheridan Ordinance.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 23rd day of January, 20 19.

LANDOWNER:

Ramon C. Vigil

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

On January 23, 20 19, before me, J. Rizer, personally appeared Ramon C. Vigil, whom I know personally, to be the signer(s) of the above and hereby acknowledge his/her/their signature(s).

J RIZER - NOTARY PUBLIC
COUNTY OF SHERIDAN
STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 2, 2022

Notary Public
My Commission Expires: 8/2/2022

CITY OF SHERIDAN:

Roger Miller, Mayor

ATTEST:

Cecilia Good, City Clerk

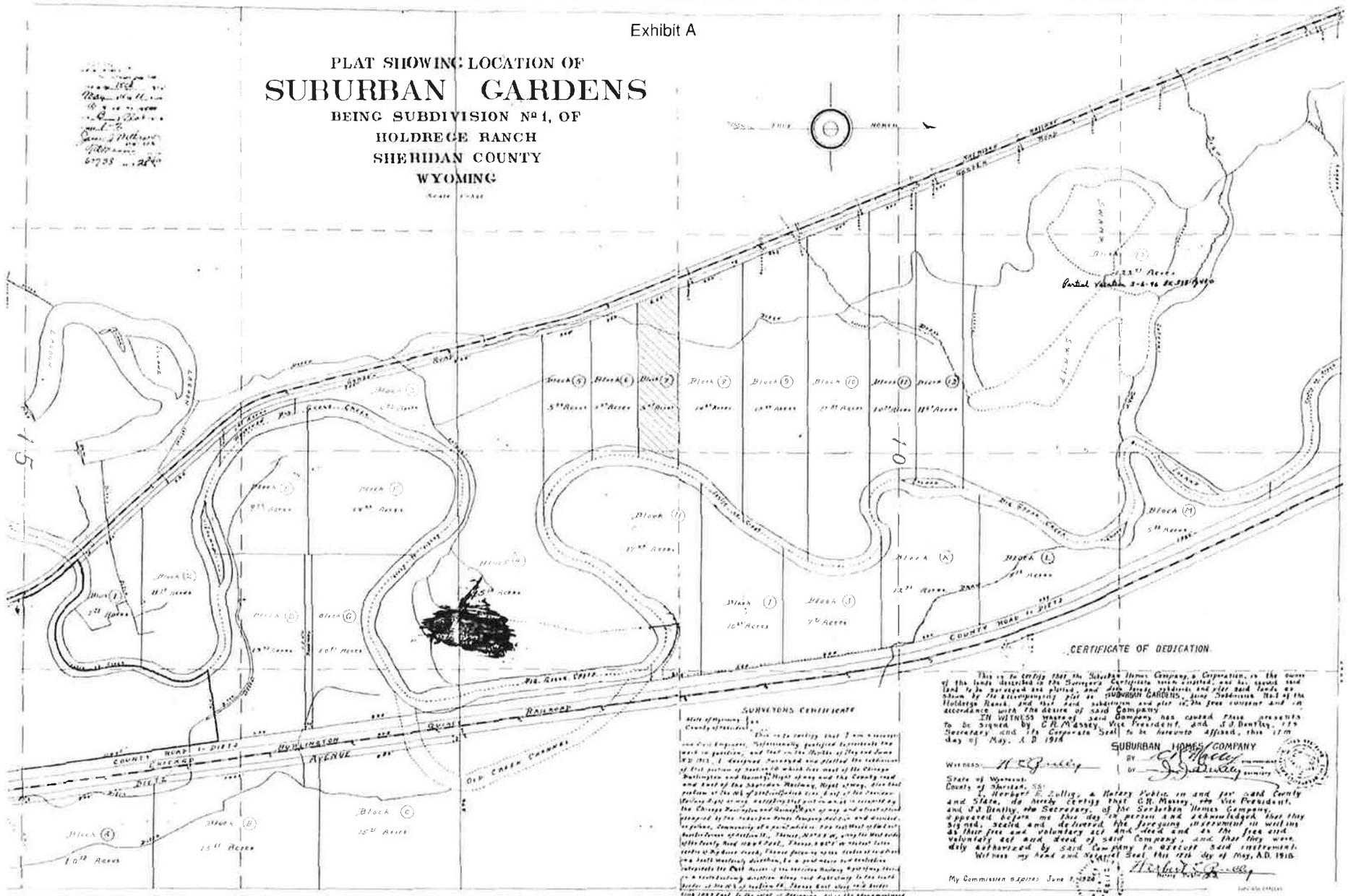
STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

On _____, 20___, before me, _____, personally appeared _____, whom I know personally, to be the signer(s) of the above and hereby acknowledge his/her/their signature(s).

Notary Public
My Commission Expires:

Exhibit A

PLAT SHOWING LOCATION OF
SUBURBAN GARDENS
BEING SUBDIVISION No 1, OF
HOLDREGE RANCH
SHERIDAN COUNTY
WYOMING



SURVEYORS CERTIFICATE

State of Wyoming } ss.
County of Sheridan }

This is to certify that I am a surveyor and Civil Engineer, legally qualified to execute the work in question, and that on the Months of May and June A.D. 1913 I designed surveyed and platted the subdivision of that portion of section 10 which lies west of the Chicago Burlington and Quincy Right of way and the County road and East of the Sheridan Railway Right of way. Also that portion of the NE¼ of section 15 East of the Sheridan Railway Right of way and the County road and West of the Chicago Burlington and Quincy Right of way and which is designated by the numerous Block designations and divisions, together, Commencing at a point which is 1320 feet West of the East boundary of section 10, Thence North 0° 0' West 1320 feet to the NE corner of said section 10, Thence East along the North boundary line of section 10, Thence East along the North boundary line of section 15, Thence East along said North boundary line 1983 feet to the point of Beginning, All of the aforementioned tracts being in Range 84 West, Township 57 North of the 6th P.M. the SUBURBAN GARDENS Being Subdivision No 1 of the HOLDREGE RANCH SHERIDAN County Wyoming, In accordance with the desire of the owners and proprietors of said lands and said accompanying Plat of a true and correct survey of said tracts and lands as the same is now staked out on the ground.

Clyde R. Reed.

CERTIFICATE OF DEDICATION

This is to certify that the Suburban Homes Company, a Corporation, is the owner of the lands described in the foregoing Certificate of Surveyor and has caused said land to be surveyed and platted, and said lands and the said lands as shown by the accompanying plat as SUBURBAN GARDENS, being Subdivision No 1 of the Holdrege Ranch, and that said subdivision and plat is, by free consent and in accordance with the desire of said Company

IN WITNESS Whereof, said Company has caused these presents to be signed by C.R. Massey, Vice President, and J.J. Bentley, its Secretary, and its Corporate Seal to be hereunto affixed, this 17th day of May, A.D. 1913

SUBURBAN HOMES COMPANY

BY C.R. Massey

BY J.J. Bentley

Witness H.E. Zulling

State of Wyoming }
County of Sheridan } SS.

Herbert E. Zulling, a Notary Public in and for said County and State, do hereby certify that C.R. Massey, the Vice President, and J.J. Bentley, the Secretary, of the Suburban Homes Company, appeared before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument in writing as their free and voluntary act and deed and as the free and voluntary act and deed of said Company, and that they were duly authorized by said Company to execute said instrument.

Witness my hand and Notarial Seal this 17th day of May, A.D. 1913

Herbert E. Zulling
Notary Public

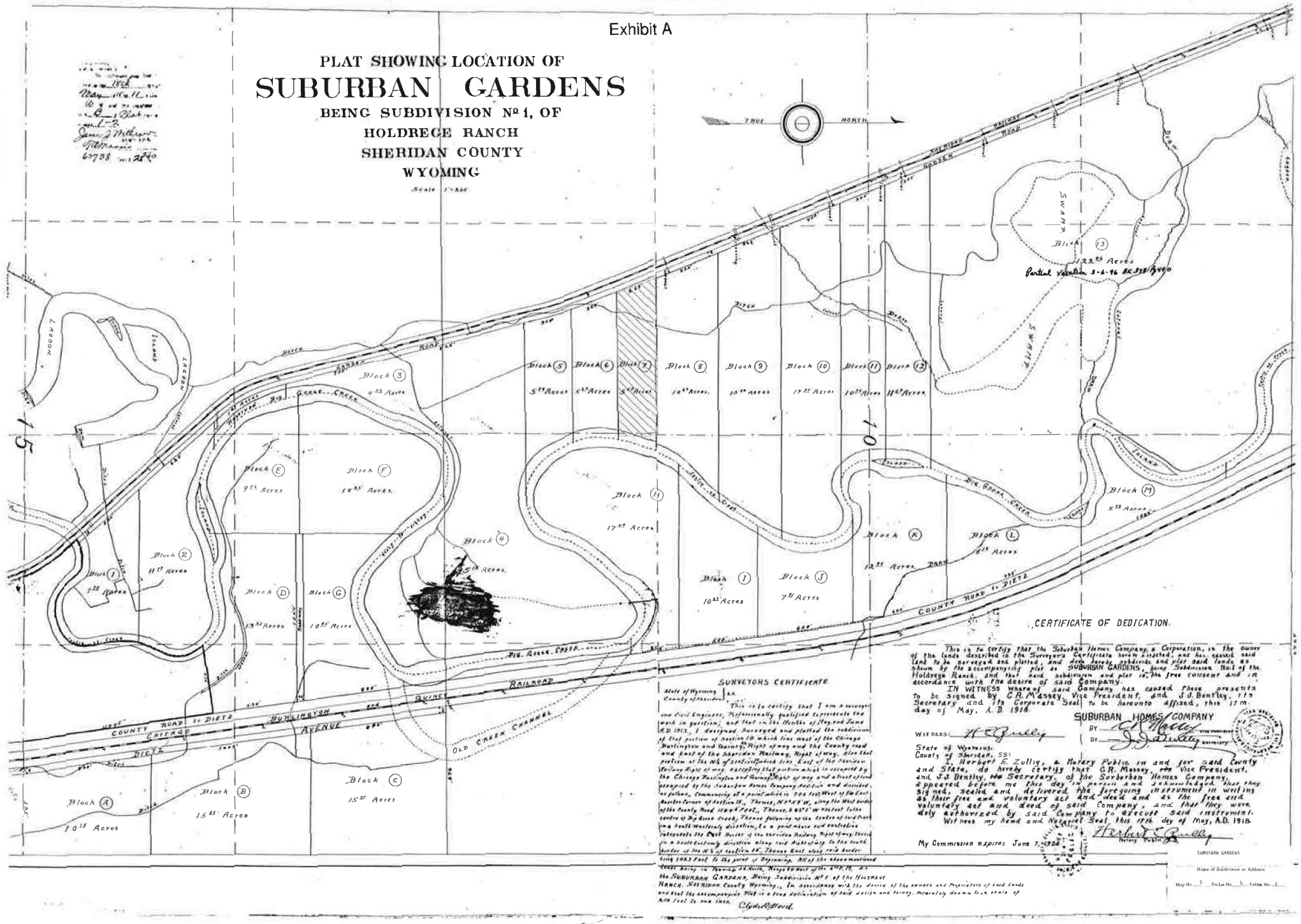
My Commission expires June 9, 1920

S-35

Exhibit A

PLAT SHOWING LOCATION OF
SUBURBAN GARDENS
BEING SUBDIVISION Nº 1, OF
HOLDREGE RANCH
SHERIDAN COUNTY
WYOMING

Scale 1"=400'



SURVEYORS CERTIFICATE

State of Wyoming } ss
County of Sheridan }

This is to certify that I am a surveyor and Civil Engineer, Professionally qualified to execute the work in question; and that in the Months of May and June A.D. 1913, I designed Surveyed and platted the subdivision of that portion of Section 10 which lies west of the Chicago Burlington and Quincy, Right of way, and the County road and East of the Sheridan Railway, Right of way. Also that portion of the W½ of said Section lies East of the Sheridan Railway Right of way, excepting that portion which is occupied by the Chicago Burlington and Quincy Right of way and a tract of land occupied by the Suburban Homes Company and platted and divided as follows. Commencing at a point which is 700 Feet West of the East Quarter Corner of Section 15, Thence, N 0°18' W, along the West boder of the County Road 1849 Feet, Thence, S 82°5' W to the East centre of Big Goose Creek, Thence following up the center of said Creek in a South Westerly direction, to a point where said centerline intersects the East Border of the Sheridan Railway Right of way, thence in a South Easterly direction along said Railway to the South border of the W½ of Section 15, Thence East along said border being 1083 Feet to the point of Beginning, All of the above mentioned tract being in Township 56 North, Range 84 west of the 6th P.M. as the SUBURBAN GARDENS, Being Subdivision Nº 1 of the HOLDREGE RANCH, SHERIDAN County Wyoming. In accordance with the desire of the owners and Proprietors of said Lands and that the accompanying Plat is a true delineation of said survey and survey, accurately drawn to a scale of 400 Feet to one inch.

Clyde R. Wood.

CERTIFICATE OF DEDICATION.

This is to certify that the Suburban Homes Company, a Corporation, is the owner of the lands described in the Surveyors Certificate herein attached, and has caused said land to be surveyed and platted, and does hereby subdivide and plat said lands as shown by the accompanying plat as SUBURBAN GARDENS, being Subdivision No.1 of the Holdrege Ranch, and that said subdivision and plat is the free consent and in accordance with the desire of said Company.

IN WITNESS Whereof said Company has caused these presents to be Signed by C.R. Massey, Vice President, and J.J. Bentley, its Secretary and its Corporate Seal to be hereunto affixed, this 17th day of May, A.D. 1918.

SUBURBAN HOMES COMPANY

BY C.R. Massey Vice President

BY J.J. Bentley Secretary

Witness: H.E. Zullig

State of Wyoming.
County of Sheridan. SS:

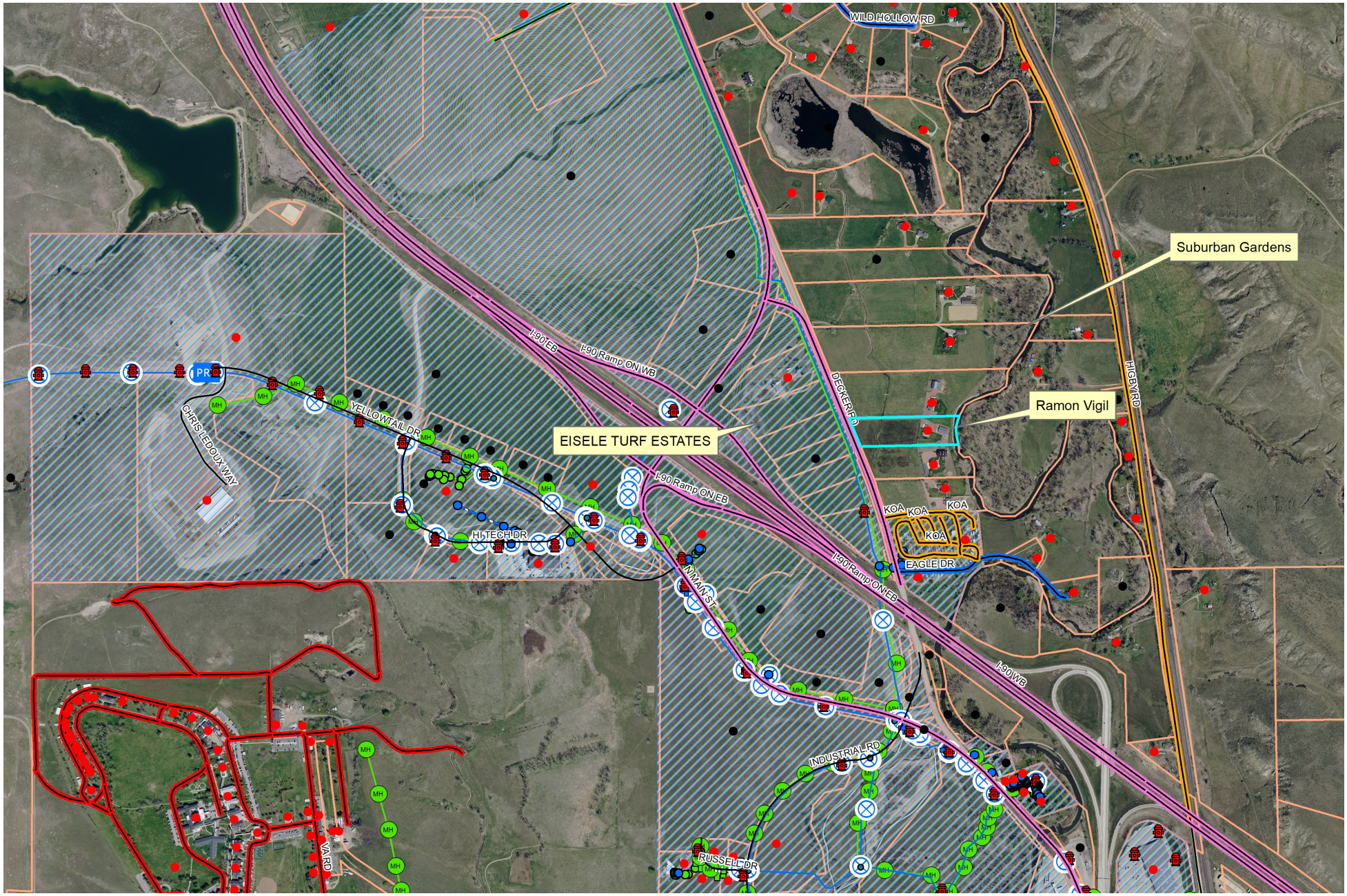
I, Herbert E. Zullig, a Notary Public in and for said County and State, do hereby certify that C.R. Massey, the Vice President, and J.J. Bentley, the Secretary, of the Surburban Homes Company, appeared before me this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument in writing as their free and voluntary act and deed and as the free and voluntary act and deed of said Company, and that they were duly authorized by said Company to execute said instrument.

Witness my hand and Notarial Seal this 17th day of May, A.D. 1918.

Herbert E. Zullig
Notary Public

My Commission expires June 7, 1920

SUBURBAN GARDENS
Name of Subdivision or Addition
Map No. 2 Pocket No. 5 Folder No. 1


WILD HOLLOW RD
Suburban Gardens
I-90 EB
I-90 Ramp ON WB
DECKER RD
HIGGINS RD
Ramon Vigil
EISELE TURF ESTATES
CHRISTLEDOUX WAY
YELLOWTAIL DR
I-90 Ramp ON EB
HI TECH DR
KOA
KOA
KOA
KOA
EAGLE DR
I-90 Ramp ON EB
N MAIN ST
I-90 WB
INDUSTRIAL RD
RUSSELL DR
VA RD

CITY OF SHERIDAN, WYOMING

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

Attorney

MEMORANDUM

Project Name:	Resolution #12-19 Certifying that the Downtown Sheridan Association is a Separate Entity from the City of Sheridan
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	City Administrator Mark Collins
Date:	02/15/2019

Attachments

DSA Resolution 12-19
DSA Lease Amendment
Exhibit A

CITY OF SHERIDAN
RESOLUTION 12-19

A Resolution clarifying City records.

WHEREAS, the Downtown Sheridan Association ("DSA") and the City of Sheridan have worked together to enhance the Sheridan Downtown; and

WHEREAS, the City of Sheridan passed Resolution 7-05 which stated that the City will appoint a City Official to represent the City on the local Downtown Sheridan Association Governing Board of Directors; and

WHEREAS, Resolution 7-05, as approved, failed to acknowledge or recite that the placement of a City Council member on the DSA Board occurred with the consent of DSA and failed to acknowledge that such position was and is as a non-voting, ex-officio member of the DSA Board,;

WHEREAS, the City of Sheridan has no authority to require DSA to include a City of Sheridan Council Member on its Board;

WHEREAS, DSA is a Wyoming nonprofit public benefit corporation which is not subject to the City of Sheridan's control or authority.

THEREFORE, the City of Sheridan City Council hereby confirms and recognizes that its City Council member serves on the DSA Board as an ex-officio, non-voting member, and further confirms and recognizes that the DSA is a nonprofit public benefit corporation which is not and has never been subject to the authority or control of the City of Sheridan.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2019.

City of Sheridan

_____
Roger Miller, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

Lease Amendment

This Lease Amendment is made between the City of Sheridan, a Wyoming Municipal Corporation ("Lessors") and The Downtown Sheridan Association, a Wyoming public benefit corporation ("Lessee").

WHEREAS, the parties entered into a Lease Agreement which commenced on April 16th, 2018;

WHEREAS, the parties have become aware that certain areas used by Lessor and intended by the Parties to be part of the Lease Agreement were not included in "Legal Premises" as defined in Paragraph 1(a) of the Lease Agreement.

THEREFORE, the parties enter into this Amendment for the purpose of amending the Lease Agreement to include the entire premise intended by the parties to be subject to the Lease Agreement.

1. The Leased Premises, as defined in the Lease Agreement, shall include the entire area described in Paragraph 1(a) of the Lease Agreement;

2. The Leased Premises, as defined in the Lease Agreement, shall also include all adjacent green areas, sidewalks, signage, fixtures and appurtenances as is generally shown within the blue lines on **Exhibit A**; and,

3. Any term of the Lease Agreement not specifically amended by this Lease Amendment shall remain in full force and effect.

DATED this ____ day of _____, 2019.

LESSOR: CITY OF SHERIDAN

By: _____
Mayor

Attest: _____
City Clerk

STATE OF WYOMING)
) ss.
County of Sheridan)

The foregoing instrument was executed and acknowledge before me this _____ day of _____, 2019, by Roger Miller, Mayor of the City of Sheridan.

WITNESS my hand and official seal.

_____
Notary Public

My Commission expires _____

LESSEE: DOWNTOWN SHERIDAN ASSOCIATION

By: _____
President

STATE OF WYOMING)
) ss.
County of Sheridan)

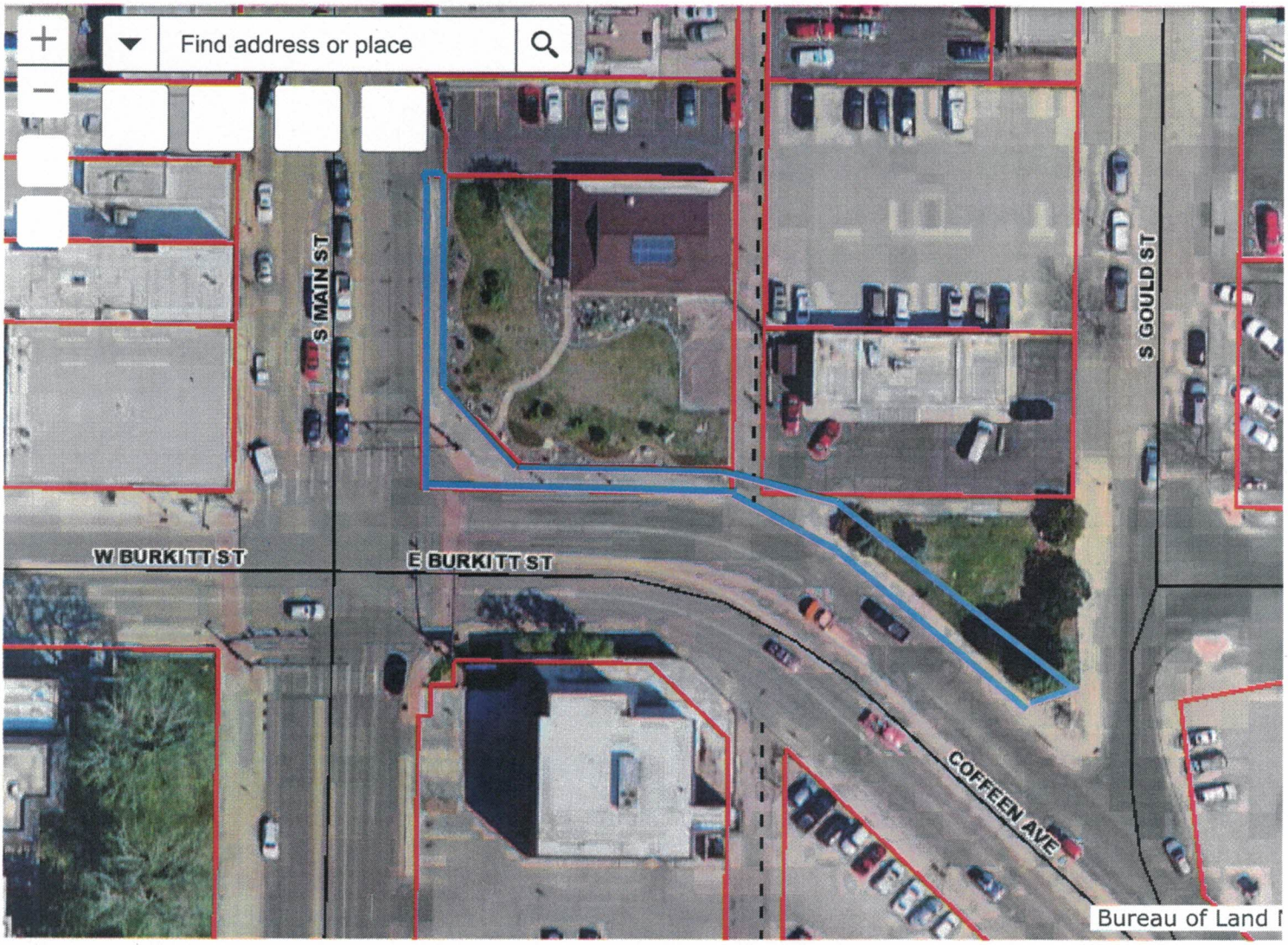
The foregoing instrument was executed and acknowledge before me this _____ day of _____, 2019, by _____, the _____ of the Downtown Sheridan Association.

WITNESS my hand and official seal.

_____
Notary Public

My Commission expires _____

Sheridan, WY GIS Web Viewer



60ft

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CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Minutes of Regular Council Meeting February 4th 2019.
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	
Date:	02/14/2019

Attachments

City Council Minutes 2/4/2019

CITY OF SHERIDAN, WYOMING

MINUTES OF REGULAR COUNCIL MEETING

COUNCIL CHAMBERS **7:00 P.M.** **February 4th, 2019**

1. Mayor Roger Miller called the meeting to order at 7:03 P.M.

2. The Pledge of Allegiance to the Flag was led by Mayor Roger Miller.

3. The invocation was given by Ryan Koltiska with Sheridan Kids Life.

4. The meeting was called to order with a quorum as follows: Mayor Roger Miller presiding with Councilors Rich Bridger, Thayer Shafer, Jacob Martin, Clinton Beaver and Aaron Linden and Patrick Henderson. Members of staff present included City Administrator Mark Collins, Police Chief Richard Adriaens, City Clerk Cecilia Good, Community Development Director Brian Craig, Public Works Director Lane Thompson, Human Resources Director Heather Doke and various other City staff.

5. Councilor Henderson moved, seconded by Councilor Shafer, to approve the agenda. Council approved the motion for the agenda: voice vote; unanimous.

6. Mayor Roger Miller then read aloud the consent items:

A. Minutes of Special Council Meeting January 28th, 2019

B. Minutes of Regular Council Meeting January 21st 2019.

C. Claims

Claims 02-05-19

Vendor Name	Description	Total
Ace Hardware-Newkirk	Hardware, parts for chemical feeders, supplies	477.40
AlphaGraphics of Wyoming	Community Report Development & Printing	2,033.07
Alpine Climate Control	gas pipe repairs - CSC	1,003.75
Altitude Recycling Equipment, LLC	Baling wire for recycling	3,920.00
American Maid	January cleaning service - CSC	400.00
American Welding & Gas, Inc.	Welding supplies - Sanitation	144.60
Axis Forensic Toxicology, Inc	Lab Results - 18P010617	320.00
B&B Leasing Company	December copy lease UM	96.65
Balloon of the Bighorns	Balloon the Bighorns Grant	500.00
Big Horn Health Network, LLC	New Hire Medical Exam-ZMcLain Inv 012219	221.00
Big Horn Trading, LLC	Deposit refund- 227 N Main St	49.93
Brian Kempton	Deposit Refund/1935 Edwards Dr. #A	10.46
Brian's Boot & Shoe	Uniforms - muck boots - Robert - Landfill	161.95
Carolina Software	WasteWorks tickets	818.69
Carolyn A. Byrd	Planning secretary minutes	50.00
Carquest Auto Parts	Parts and supplies	1,949.40
Casey Leahy	Reimbursement for CDL	40.00
CDG Engineers, Inc.	Sheridan Hillslides Project- Engineering Services	17,247.78
Coca-Cola Bottling Company High Country	Pallet of water for Recycling Center	336.00
Collection Professionals Inc.	CPI Collections-12/1-12/31/2018	414.38
Confluence Collaborative	Website Maintenance/Fly Sheridan Marketing	711.75
Cory Medill	Lunch and test reimbursement for Level 2 Exam	108.68
Craftco Metals Services, Inc	Manhole extensions for Kendrick Park	1,945.43
Crescent Electric	Cable connector, ethernet cable for SCADA	132.03
CROWBO, LLC	Balance Refund/723 N. Main St.	450.71
Cutting Edge Excavating	1.3.2019/01.22.19 snow removal - SR	1,657.50
Dana Kepner Company	BRS saddle	509.40
Desert Mountain Corporation	ice slicer - SR	21,494.45

Donna Suchor	Deposit refund- 1943 Edwards Dr #B	69.22
Ed Hammer Inc	resistor and wiring harness for 2-81	124.16
Employ, LLC	Temporary Labor - Recycling	6,223.03
Energy Laboratories, Inc	TOC Analysis 1/8/2019, WO# C19010254	160.00
Farmers Co-op Oil Co.	Fuel	16,654.27
Fastenal Industrial Supplies	Safety gear	486.38
Go Fast Don't Die	Devilstone Run Grant	1,000.00
Hach Company	CL17 reagents (25), pwd. pillows, deionized H20	1,661.39
Heartland Kubota, LLC	Handle control RTVX, parts for parks	793.95
InfoSend, Inc.	2019 revised recycling calendar schedule/billing & postage	5,749.74
Jack's Truck & Equipment	Mud flap supplies	229.14
Jackson Electric, Inc.	Replaced methane skid pump - Landfill	600.00
Jessica & Jordan Neau	Deposit Refund- 964 Adair Ave #B	37.22
Jill W Chase	SPAC Coordinator Position - January 2019	1,000.00
JK Designs, Inc.	Purchase of sculpture - Rabbit Reach	27,750.00
John Deere Financial #1111308145	Supplies and uniforms	1,280.74
Joost Industrial, Inc.	Replacement Blower	3,982.28
Kelly Waugh	Boot Reimbursement	150.00
Kilpatrick Creations Inc.	Uniform sweatshirt for Adam K. - Sanitation	57.25
Knecht Home Center	Garden hose and adapter	24.36
Kyle Beck	Deposit Refund- 130 W 6th St	54.10
Long Building Technologies , Inc.	Replaced blower motor in station Inv 0095155	812.47
Luke A Goddard	Medical Doctor Coverage for February 2019	500.00
Lyle Signs, Inc.	signs - Signs- Traffic	1,203.47
MAP, LLC	Contractual Services	2,174.63
Matthew Boismier	Ad illustration Skijoring	1,200.00
McClellan & MacQueen, Inc.	Joint sealing concrete	4,185.00
Memorial Hospital of Sheridan County	Occupational Testing	221.00
Memorial Hospital/Sher Co	Deposit Refund- (MEMHOSP)- 1154 Avon St	68.02
Michael Green	Balance Refund/810 W 10th St.	593.75
Motor Power Equipment Co	light Unit 3-61- Recy	827.56
Napa Auto Parts	Parts and supplies	2,726.71
Nelson Excavating, LLC	Hired snow removal	8,257.75
NMS Labs	18P007016 - 2 specimens return/handling	100.00
Norco, Inc	Supplies	1,171.06
Northern Underground LLC	Hired snow removal	6,162.50
Office Shop Leasing	Lease Pymt 21 of 60 agmt # 338	92.57
O'Reilly Auto Parts	Cargo straps, nozzle, brush, wiper fluid, bucket	60.23
Pandora Media, Inc.	Audio advertising - January	24.18
Paul M Juergens	Reimb meals-fuel-wiper fluid-Riverton-1-12-2019	48.88
Pipelogix Inc.	Camara truck support UM	2,500.00
Plains Tire & Battery	Flat tire repair	16.19
Polish Linings Inc	Seat covers - 2-25	320.00
Powder River Power Co	fitting Unit 7-18 WC	87.64
ProMec Services	48 inch plow marker	157.60
Rapid Fire Protection, Inc.	Annual sprinkler-backflow inspection for 2019	250.00
Respond First Aid Systems of Wyoming	First aid restock	195.35
Rhonda M Gould	Hemmed pants and sewed on patches	57.50
ROETECH of Sheridan Inc.	Loucks St. Reconstruction - Misc #4742	1,340.00
Roger Miller	Lunch w/Council President & Vice President	58.23
Ronald Richter	Photos of New City Council Members	150.00
Schoeny Inc	hired snow removal - SR	2,762.50
Secure Shred	Confidential Document Shredding	43.26
Servall Uniform and Linen, Inc	Clean Rugs for January 2019	316.64
Shaunessey Reeves	Cleaning January 7,9,11,14,16,18	600.00
Sheridan Commercial Co.	Supplies	206.02
Sheridan County Chamber of Commerce	Fly Sheridan Marketing	200.00
Sheridan County Clerk	2018 General & Primary Election Cost	48,687.59
Sheridan County Public Works	mylar pdf	105.00
Sheridan County School Dist #2	All Class State Cross Country Grant	1,000.00
Sheridan Econ-O-Wash	Laundry service	94.00

Sheridan Lock & Key	6-padlock sign Shop- Signs	75.00
Sheridan Media	Fly Sheridan Marketing	235.00
Sheridan Recreation District	Holiday Inn Winter Shootout Grant	1,000.00
Source Office & Technology	Office supplies and copy paper	1,462.94
State of WY - Judicial Systems Automation Acct	Court Automation Fund Dec 2018	2,650.00
State of Wyoming	DWSRF #199 Interest Pmt/CWSRF #166 Interest pmt, CWSRF #152 interest pmt	130,531.50
Swagit Productions, LLC	Video Recording Svcs - October 2018	950.00
Tandem Productions	Wyoming Film Fest Grant	1,000.00
Test Gauge Inc. - CO	TG-5 Service Calibration & Re-Cert - C. Drell	114.01
The Lamar Companies	Billings billboard 1/8 - 2/4	377.00
Tire Rama	Tires	1,049.60
Titan Machinery Inc.	Hydro hammer attachment for track hoe	18,995.00
Top Office Products Inc	January copy charges	338.24
Tri State Truck & Equipment, Inc	slack adj- Unit 3-36- ST	414.32
Tucker Smith	Deposit Refund- 716 Val Vista	7.51
TWS Trucking Services, LLC	Hired snow removal	5,670.00
Tyler Technologies, Inc	25% License Fees for Municipal Cout Software Prog	4,481.00
Uline Shipping Supplies	Boxes for HHW facility - Landfill	1,090.25
Varitech Industries, Inc	control repair Unit 4-60-SR	179.19
Verizon Wireless	Aircards for MDC`s - Jan	578.78
Vertical Door Solutions, Inc.	Repairs to garage doors at UM building used by SWD	273.75
Victim Services	Crime Victims Fund Dec 2018	600.00
VRM	500 Hr. service on 826H Compactor/scraper bars on compactor	1,460.00
WAM	2019 WAM Winter Conference - Karen Burtis	200.00
Way Oil Inc	Oil and grease	3,766.07
Wilson Bros. Construction, Inc.	Sheridan North End Utilites #4754	151,941.75
Winsupply of Sheridan Wy Co	Blind flange	146.80
WWC Engineering, A Division of	CIP Update data collection, public Involvement/Piezometer monitor reporting	3,443.57
Wyo Ag Services, LLC	Snow Removal - City Hall & Dow St Bridges	1,150.00
Wyoming Bank & Trust	SID #78 Bond Payment	4,256.25
Wyoming Machinery Co	Repairs	2,028.63
Grand Total:		**555,335.70**

Prepaids 01-17-19

Vendor Name	Description	Total
Arete Design Group	Kennon Grant Study/Weatherby Building CA	14,128.16
CenturyLink Communications, LLC	SCADA Lines and Extensions	529.48
Law Office of Rex O. Arney	Review NDA agreements and tax exemption documents	300.00
Montana Dakota Utilities	Numerous Electric Bills/WDT Reconstruction Project Misc	22,786.19
Northern Wyoming Community College	SEEDA Administrator Contribution - November 2018	6,444.24
Grand Total:		**44,188.07**

Prepaids 01-24-19

Vendor Name	Description	Total
Giorgis Properties, LLC	February Rent - Office Lease - Weatherby	4,791.36
Montana Dakota Utilities	Pump stations/numerous electric bills	6,715.68
Scott Fairchild	Payment Refund/426 A St.	163.48
Grand Total:		**11,670.52**

Prepaids 01-31-19

Vendor Name	Description	Total
Dick Anderson Construction Inc.	Weatherby Building Construction - #5315	980,190.75
John Gowen	Pre-Employment Testing In Cheyenne	107.67
Montana Dakota Utilities	installation of 35ft pole/N Sheridan interchange/numerous electric bills	19,563.14
Grand Total:		**999,861.56**

Regular Payroll 02-01-19

Vendor Name	Total
497-874-NCPERS Wyoming	320.00
Aflac	1,546.32
Blue Cross Blue Shield of Wyoming	86,788.55
Child Support-Ohio	196.14
CITCO FCU	3,352.63
First Federal Savings Bank	10,016.23
HealthEquity, Inc.	2,575.04
ICMA Retirement Trust 300698	6,760.36
IRS 941	70,450.87
LegalShield	45.85
LOCAL 276, IAFF	800.00
Nationwide	72.12
Optum Bank, Inc.	872.93
Orchard Trust	3,582.60
Police Protective Assoc.	55.00
Security State Bank	312.50
Sunlight Federal Credit Union	1,840.86
VSP	1,102.06
Workers' Safety &	9,783.63
Wyo Educator's Benefit Trust	1,166.50
Wyoming Retirement System	62,895.89
Wyoming State Disbursement Unit	923.70
Grand Total:	**265,459.78**

Councilor Shafer moved, seconded by Councilor Linden, for the approval of the consent agenda. Council approved the motion for approval of the consent agenda: voice vote; unanimous.

7. Community Update

A. Executive Director Marsha Riley presented an update on the Child Development Center.

B. Executive Director Ryan Koltiska presented a Sheridan Kids Life progress update.

8. Staff Update

A. Sheridan County Sheriff Alan Thompson and Chief of Police Rich Adriaens presented an overview on an Extraterritorial Jurisdiction Memorandum of Understanding (MOU) between the Sheridan County Sheriff and the City of Sheridan Chief of Police.

B. Public Works Director Lane Thompson provided a snow update.

Old Business:

9. Utilities Director Dan Roberts delivered a presentation. Councilor Linden moved, seconded by Councilor Shafer, for the Approval of the Second Reading of Ordinance #2196 - CenturyLink Franchise Agreement. Councilor Martin expressed disagreement toward raising the franchise fee. Council approved the motion: roll call vote: six ayes and one nay, with Councilor Martin voting nay.

10. Community Development Director Brian Craig delivered a presentation. Councilor Henderson moved, seconded by Councilor Beaver, for the Approval of the Second Reading of Ordinance #2197 E. Brundage Lane Annexation. Council approved the motion: roll call vote: unanimous.

New Business:

11. Human Resources Director Heather Doke delivered a presentation. Councilor Bridger moved, seconded by Councilor Linden, for the Approval of the Contract for a Safety and Risk Assessment of City Services and Operations between PayneWest Insurance and the City of Sheridan. Councilman Beaver expressed thanks to staff for their additional work on the contract. Council approved the motion: voice vote: unanimous.

12. Community Development Director, Brian Craig delivered a presentation. Councilor Henderson asked if the contractor would assist with the Code Boot Camp. Councilor Linden moved, seconded by Councilor Henderson, for the Approval of Award of Housing Code and Policy Audit Project to Cascadia Partners, LLC. Councilor Beaver stated that the City doesn't need an outside contractor to complete the proposed scope of the contract and that it could be handled in-house. Brian Craig described the benefits of having the contractor complete the work. Councilor Linden asked whether staff could complete the scope of work within the estimated time frame proposed by the contractor. Community Development Director Craig responded that it would be difficult to complete the work before summer. Mayor Miller stated that there is additional interest in the project, and the report will be beneficial to the community. Councilor Martin expressed concern that the audit will not address the affordable housing problem. Community Development Director Craig responded that the audit will identify how to appropriately scale structures and create higher density. Councilman Linden stated that the time element would be difficult to achieve, and that the consultant would be the most beneficial. Mayor Miller discussed incentivizing the community to develop their property properly. Councilman Shafer mentioned that the consultant has extensive experience. City Administrator Collins discussed the contractor with the Gunnison, CO Town Manager and received positive feedback. Councilor Martin mentioned that he has heard of codes that make things difficult for builders. Councilor Martin asked if there was a faster process to address codes. Community Development Director Brian Craig responded that the process to address concerns currently is through the Board of Adjustment and talking with staff. Councilor Henderson discussed a general housing need that needs identified, and that the housing issue is an identified priority for Council. Council approved the motion: voice vote: five ayes and two nays with Councilor Beaver and Councilor Martin voting nay.

13. Public Works Director Lane Thompson delivered a presentation. Mayor Miller asked Public Works Director Thompson how the Mayor and Council can set the fees for the Golf Course when there is a management contract in place. Councilor Henderson stated that the fees should be regularly evaluated due to the fact that the last increase was completed in 2013. Councilor Shafer stated that the Golf Course is not being maintained at an appropriate level. Public Works Director Thompson will address the concerns regarding maintenance of the course to ensure that it is properly maintained. Councilor Martin expressed concern that people will no longer buy passes due to the increase in cost. Public Works Director Thompson stated the goal of the increase in fees was to get closer to the regional average cost. Mayor Miller stated that the fee schedule looks good as presented. Councilor Linden mentioned that constituents have expressed that they would not mind paying more if the course was properly maintained. Councilor Linden also stated that he would prefer that the senior discount be reduced to 15% at a minimum.

Councilor Martin moved to Table the Approval of Resolution #5-19 Adjusting Kendrick Municipal Golf Course Fees to the Regular City Council meeting on February 19th, with further discussion at the February 11th Study Session. Councilor Linden seconded this motion. Council approved the motion: voice vote: four ayes and three nays, with Mayor Miller, Councilman Bridger and Councilman Henderson voting nay.

Councilor Martin Council stated that Council should consider that with the increase in population it might increase visitors to the Golf Course. The fee increases should wait until after this summer to give Council time to evaluate profits.

14. Mayor Roger Miller discussed the need for researching the CAST funding issue further. Sheridan Travel and Tourism Director Shawn Parker stated that CAST is waiting on the States decision regarding air service. Travel and Tourism Director Parker also stated that the State extended the air service agreement until January 11th of next year. Mayor Miller asked Council if there should be a subcommittee of Council. Councilman Bridger, the CAST representative for Council, expressed that at this time it would not be beneficial to form a subcommittee. Mark Collins expressed that there needs to be a clear understanding of the financial commitment and an MOU in place with the County for future funding obligations. Councilor Henderson stated that the Council should receive a monthly budget report and a summary of the minutes from CAST meetings. Councilor Linden asked if there were any updates on cost of jet fuel. Travel and Tourism Director Parker stated that it is difficult to forecast jet fuel costs. Councilor Henderson stated that he wants to move forward without creating a subcommittee. At this time, a subcommittee of Council was not established.

15. Council Comments and Requests for Future Agenda Items.

A. Mayor Roger Miller discussed the Fluoride ballot issue. The County Clerk's office will not conduct a special election for fluoride or include it on a 2020 general election. The State legislature is looking at changing election equipment statewide and will potentially implement a new process.

E. Councilor Patrick Henderson discussed the 2018 Report to the Community.

G. Councilor Jacob Martin stated that he would like to have a measurable waste diversion goal outlined in Resolution form to be discussed at a future Study Session. Councilor Linden concurred that is would be a good idea to discuss the topic further. City Administrator Mark Collins stated that this could be an item placed on the March Study Session, which would give staff time to research the project. Councilman Shafer stated that staff could work on gathering information on a graduated fee schedule for different sized waste disposal containers.

16. Comment from the Public:

A. John Fafoutakis thanked Councilman Martin for opposing the franchise fee Ordinance. Fafoutakis also discussed fluoride.

17. Councilor Henderson moved, seconded by Councilor Linden, to adjourn the meeting at 9:06 P.M. Council approved the motion: voice vote: unanimous.

APPROVED:

_____

Roger Miller, Mayor

ATTEST:

_____

City Clerk, Cecilia Good

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:	Claims
From:	
To:	Mayor and Council
CC:	
Date:	02/14/2019

Attachments

Claims
Prepaids
Payroll

City of Sheridan
Claims paid on 02/20/19

Sum of Amount		
Vendor Name	Description	Total
A & M Service & Supply Inc.	Replacement drum unit for printer at Recycling Ctr/replacing chip in signer machine	607.50
A Plus Plumbers & Appliance Repair	Cut out and fixed leaking pipe in mechanical room	270.80
Able Wright, Inc.	Level sensor for soda ash feeder	351.20
Ace Hardware-Newkirk	Supplies	269.78
ACT Communications	Telephone and internet	208.52
Advanced Communications Technology	N Sheridan Interchange Misc #4729	26,795.63
AlphaGraphics of Wyoming	Legislative Report/snow removal hangers/skijoring posters	317.61
Altitude Recycling Equipment, LLC	Emergency repairs to baler - pads & shims	2,403.00
American Maid	Cleaning for January 2019-City Hall/UM	3,462.50
American Welding & Gas, Inc.	lens covers - hearing protection - shop	94.82
Arete Design Group	Carpet & Blinds Review for City Hall	325.00
Axis Forensic Toxicology, Inc	Lab Results - 18P010679	743.00
B&B Leasing Company	Copier Lease	416.80
Bentley Systems	Flowmaster/Water Gems	990.75
Big Horn Sanitation	pump at south park	340.00
Big Horn Trucking, LLC	Deposit Refunds/Big Horn Trucking	116.84
Bighorn Design	UM vehicle stickers	30.00
Bloedorn Lumber	shelving material for Sign shop- Signs	526.14
Brian James Golf Proffessional LLC	General Management Season 2019	18,000.00
C & K Equipment	light rear - Unit 4-15- Park	184.30
Carquest Auto Parts	Supplies	979.85
Carroll Realty	Balance Refund/421 Absaraka St.	68.52
CED- Consolidated Electrical Distributers Inc.	Keys to pump station electric panels	191.92
CH Diagnostics and Consulting	Crypto and Giardia Analysis 1/8/2019	525.00
Charter Communications, Inc.	Monthly Bill	14.83
Charter Machine Company	filter belt press replacement belt	2,289.06
Colonial Research Chemical Corp	6 gal no residue- ST	146.48
Comtronix	Alarm monitoring March - May UM	105.00
Craft Properties	Balance Refund/543 E Loucks St.	16.30
Craftco Metals Services, Inc	Half payment of Damaged Bearing - The Dance sculpt/repairs to recy baler	3,908.95
Crescent Electric	returned light bulbs,fusible switch/circuit block, etc	968.68
Crispin Valve	Fitler #1 RWW Valve	1,932.85
DEQ Solid & Hazardous Waste Division	Closure/post-closure premium-Landfill	809.92
Desert Mountain Corporation	Ice Slicer - SR	12,278.54
D-H Technologies, LLC	Mike K extention in office - CSC	100.00
Dodie Bomar or Gary Harnish	Crisco Shortening for hydrant lube Inv 0037 GL	7.98
Donna Garland	Balance Refund/645 E 5th St.	55.22
Dowl	City of Sheridan Misc Projects	30,288.98
DPC Industries, Inc.	Demurrage/rental fee for 1 chlorine tank	50.00
Dustbusters Inc	ice kicker - 31.02 TN - SR	12,019.70
Dustin Brester	CDL Learner`s permit reimbursement	40.00
Elite Edge Firearms Training and Tactics	Basic Homicide School - Gerleman and Jorgensen	500.00
Elizabeth Etchemendy	Balance Refund/907 Sumner St.	54.58
EMH Pro Cleaning	Janitorial - January-Police Department	1,450.00
Empathia, Inc	EAP Services February thru April 2019	934.50
Employ, LLC	Temporary Labor - Recycling	6,666.66
Employers Council	Background Checks	130.00
Farmers Co-op Oil Co.	Fuel	22,274.70
Fastenal Industrial Supplies	Supplies	1,596.24
Fire Engineering	Annual Subscription for Chief Harnish Inv 261055	24.00
Flood Marketing, LLC	Video Recording Svcs - Jan 2019	1,500.00
Fremont Motor Sheridan	bulb - unit 1-14- PD	50.31
Galls, LLC	Uniforms	390.37
Gordy & Grace Lockwood	Deposit Refund/1449 Holloway Ave.	8.70
Hach Company	DR5000 repair and freight	1,354.00
Harris Computer Systems	A/P Payroll Tax Forms/annual maintenance	23,685.47
Hawkins Inc	process chemical	2,932.90
Heartland Kubota, LLC	tractor cutting edge	104.98
Homes By Carmella 4, LLC	Balance Refund/645 E 5th St.	21.07
HUB International Mountain States Limited	Notary Bond Philip Willett	50.00
Inter-Mountain Laboratories Inc	Bac test	190.00
International Academies of Emergency Dispatch	EMD Recert for R Hartman	50.00

Vendor Name	Description	Total
J S Machine and Welding	change seal in cylinder - Unit 3-74 SR	220.00
Jack's Truck & Equipment	credit brake shoes, turbocharger, fuel sender/turbocharger core	5,876.51
Jill McGraw	Balance Refund/1204 Marion St.	9.06
John & Nina Mae Legerski Jr	Balance Refund/1977 Edwards Dr. #C	51.58
John Deere Financial #1111308145	Uniforms	1,541.75
Katherine Burnaugh	Deposit Refund/906 S Sheridan Ave.	35.42
Keaton Lyons	Deposit Refund/212 S Custer St.	11.56
Kellen Phillips	Tuition and books reimbursement	1,141.05
Kerns Law Office, LLC	Legal Services for January 2019	17,647.50
Lisa M Smith	Sewed patches on 3 shirts	15.00
LJS Concrete & Excavating LLC	Snow removal	8,245.00
Long Building Technologies , Inc.	Trouble shooting of cooling tower alarm	118.00
Lyle Signs, Inc.	no train horn signs - Signs	137.87
Madden Media	SEM Co-op January	1,458.33
Manville Claims-Sheridan	Redinger Claims Adjustment	333.50
MAP, LLC	Contractual Services	2,174.63
Mark Galloway	Reimb IFC Tabs and Study Companion MGalloway	47.48
Memorial Hospital of Sheridan County	Lab Results Case #19P00489/pharmacy supplies	1,607.03
Morrison-Maierle, Inc.	N Sheridan Interchange -Utilites CA # 4729	17,940.78
Mountain States Lighting	decorative light repairs - Signs	4,485.00
Mueller Systems	Meter Replacement - CA #4507 Retainage Pmt	256,300.37
Municipal Emergency Services, Inc.	Replace bunker coat-pants for CB and LG	4,880.00
Napa Auto Parts	parts for repairs	1,327.56
Norco, Inc	Supplies	598.70
Northern Underground LLC	Hired snow removal	6,523.75
Northern Wyoming Community College	SEEDA Administrator Contribution - December 2018	3,173.63
Novus Glass	windshield - Unit 1.44- PD	299.00
Office Shop Inc	Copier/copies	682.02
Osprey Hill HOA	Balance Refund/Summer Taps	339.89
Peak Powersports, LLC	brake pads steering knuckle Unit 4-62- Landfill	354.71
Plains Tire & Battery	tires - Unit 1-41- PD	907.39
Powder River Power Co	parts for repairs	619.97
Public Surplus	public auction-Shop	938.77
Quality Code Publishing	Supp 41 printed 70 copies/1 CD ROM/Ordin. 2195	1,156.80
Randall Engineering Surveys	Avoca flood control and property boundaries	1,464.50
Rapid Fire Protection, Inc.	5 Year Internal Obstruction Sprinkler Inspection	1,135.00
Regan Haswell	Balance Refund/Haswell Accounts	394.22
Ricoh USA, Inc.	Feb. Copier Charges	562.55
Ridgepoint Consulting, LLC	R&O for 2018 Pavement Maintenance #4701/Meter replacement	21,482.50
River Oaks Communications Corporation	CenturyLink Franchise & Wireless Work	2,746.50
Roll 'N' Rite Doors Inc	Install wireless entry keypad on evidence bldg/repair overhead door SFR	608.30
Sam Hoffmann	Balance Refund/1712 Yonkee Ave.	55.22
Schoeny Inc	1.22-1.30- hired snow removal- SR	4,228.75
Secure Shred	shredding for Treasurer`s office	41.16
Sensus Technologies, Inc.	Software Support for Meter Reading	1,715.95
Servall Uniform and Linen, Inc	Rug cleaning	595.94
Shaunessey Reeves	parks cleaning services	650.00
Sheridan Commercial Co.	Supplies	1,168.81
Sheridan County Public Health	vaccine - Isbell- ST	85.00
Sheridan Econ-O-Wash	laundry uniforms - Shop	60.00
Sheridan Lock & Key	Service Call for City Vehicle, M. Peacock	105.00
Sheridan Media	Radio ads trash & recycling holiday schedule chang	3,047.00
Sheridan Motor Inc	oil change, battery test	242.14
Sheridan Newspapers Inc	Ads	6,006.72
Sheridan Transportation Taxi	Safe Rides - Jan 2019	2,431.00
Source Office & Technology	Office supplies, desk chairs/printer stand	2,966.11
State of WY - Judicial Systems Automation Acct	Court Automation Fund 01.2019	3,660.00
Superior Signals Inc.	Amber LED Mini BAR - SPLIT	1,496.40
Sutron Corporation	Weather Station for Twin Lakes	4,956.00
Swagit Productions, LLC	Video Streaming Svc - Jan 2019	950.00
Ted's Towing, LLC	Tow for Car 41 - break down	200.00
The Lamar Companies	Billboards	2,960.00
The Trophy Case	25 Year Service Award	69.50
Thomas J Klepperich	Municipal Court Judge Billing January 2019	2,740.00
Tire Rama	tires and repairs Units 3.36-3.32-3.18	521.00
Top Office Products Inc	Staples for Sharp MX SCXI	88.20
Toter LLC	96 gallon trash carts - quantity 82	4,783.46
Transaction Warehouse, Inc	Web Payment Transaction Fee, Jan 2019	2,790.00

Vendor Name	Description	Total
TWS Trucking Services, LLC	1.29-1.30 snow removal - SR	1,062.50
U.S. Armor Corporation	Vest for Philipp	814.21
United Uniform Company, Inc.	Uniform Shirt - Invoice from 2017 not paid	49.00
Vernon Kitchen	CDL Learner`s permit reimbursement	40.00
Victim Services	Crime Victims Fund 01.2019	515.00
Visionary Communications	BGWTP & Intake: Internet 2/1/2019-3/1/2019	401.82
Wagner Ranch Services, LLC	hired haul snow removal - Jan 23,25-26,30	2,401.25
Water Products, Inc	Water	28.00
Way Oil Inc	Chevron Dyed Diesel for generator	91.19
Weed Warriors	Snow removal in alleys - Sanitation / Recycling	6,000.00
Wells Fargo Bank-CC	January credit card charges for all departments	31,993.27
Winsupply of Sheridan Wy Co	repair kits for urinals/pipe adapter and ball valve	266.76
Wood Group USA, Inc	GIS professional services Dec 2018	4,157.50
WY Dept of Transportation	N Sheridan Interchange Public Involvement #4729	751,346.23
Wyo Ag Services, LLC	services on jan 28	400.00
Wyoming Department of Workforce Services	Unemployment Insurance for 4th Qtr - 2018	4,131.00
Wyoming Fire Chiefs' Association	Annual Membership Renewal for Chief Harnish	100.00
Wyoming Law Enforcement Academy	Willett - Basic, Kaminski and Swaney Ins Dev, Cred	892.50
Wyoming Machinery Co	filters Unit 4.35 and 4.39- ST	769.24
Wyoming Rents, LLC	dollie rental - CSC	16.50
Wyoming State Firemens	2019 Annual Membership Dues for SFR	75.00
WYOPASS	WYOPASS membership	110.00
Xerox Corporation	Xerox lease and copies - January	163.29
Zowada Plumbing & Heating Inc	Repair leaking gate valve/water fountain repairs	246.00
Grand Total		1,411,497.25

City of Sheridan
Prepaids paid on 02/12/19

Sum of Amount		
Vendor Name	**Description**	Total
Bonnie Redinger	Insurance Claim Settlement	**1,212.38**
CenturyLink Communications, LLC	SCADA Lines and Extensions	**301.12**
Montana Dakota Utilities	Numerous Electric Bills	**25,855.85**
Pitney Bowes Inc	Tape strips for postage machine	**59.49**
Rocky Mountain Ambulance Service LLC	Ambulance Services for February 2019	**10,000.00**
Grand Total		**37,428.84**

City of Sheridan
Prepaids paid on 02/14/19

Sum of Amount		
Vendor Name	**Description**	Total
CenturyLink Communications, LLC	SCADA Lines and Extensions	**1,392.64**
Montana Dakota Utilities	Numerous Electric Bills	**18,399.81**
O'Dell Construction Inc.	Vacutech Building Design - #5314	**80,418.00**
Grand Total		**100,210.45**

City of Sheridan
Regular Payroll paid on 02/15/19

Sum of Amount		
Vendor Name	Description	Total
497-874-NCPERS Wyoming	Regular Payroll 02.15.19	320.00
Aflac	Regular Payroll 02.15.19	1,546.32
Blue Cross Blue Shield of Wyoming	Regular Payroll 02.15.19	72,496.84
Child Support-Ohio	Regular Payroll 02.15.19	196.14
CITCO FCU	Regular Payroll 02.15.19	3,352.63
First Federal Savings Bank	Regular Payroll 02.15.19	9,766.23
HealthEquity, Inc.	Regular Payroll 02.15.19	2,575.04
ICMA Retirement Trust 300698	Regular Payroll 02.15.19	7,321.50
IRS 941	Regular Payroll 02.15.19	69,311.10
LOCAL 276, IAFF	Regular Payroll 02.15.19	800.00
Nationwide	Regular Payroll 02.15.19	72.12
Optum Bank, Inc.	Regular Payroll 02.15.19	872.93
Orchard Trust	Regular Payroll 02.15.19	3,582.60
Security State Bank	Regular Payroll 02.15.19	208.33
Sunlight Federal Credit Union	Regular Payroll 02.15.19	1,840.86
VSP	Regular Payroll 02.15.19	1,079.66
Workers' Safety &	Regular Payroll 02.15.19	9,739.61
Wyoming Retirement System	Regular Payroll 02.15.19	62,838.18
Wyoming State Disbursement Unit	Regular Payroll 02.15.19	923.70
Grand Total		248,843.79

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:	Consideration of the Third and Final Reading of Ordinance #2196 - CenturyLink Franchise Agreement
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	
Date:	02/14/2019

Recommendation:

Staff recommends the Mayor and City Council approve, on a Third and Final Reading, Ordinance No. 2196 consisting of a Franchise Agreement between the City and Qwest Corporation d/b/a CenturyLink QC.

Background:

The City of Sheridan and Mountain States Telephone and Telegraph Company (MST&TC) entered into a Franchise Agreement on March 9, 1956 whereas MST&TC agreed to pay the City an amount equal to 1% of their gross receipts at the rate of $200.00 per month for allowing them to provide local telephone exchange services within the city limits. This agreement has been in effect since the date of inception with no established expiration date.

In 2015, City Council approved an updated Franchise Agreement with CenturyLink as Ordinance No. 2156; however, the Franchise Agreement was not subsequently approved and signed by CenturyLink. As such, the original 1956 Franchise Agreement has remained in effect.

In mid 2018, staff, guided by Bob Duchen with River Oaks Communications, began negotiations with CenturyLink to establish an updated Franchise Agreement agreeable to both parties.

Provided (attached) for City Council consideration is Ordinance No. 2196 representing an updated CenturyLink Franchise Agreement (Agreement). The proposed Agreement has been approved and executed by CenturyLink prior to being presented to City Council for consideration.

Some of the key terms and conditions of the Agreement are as follows:

- Provides a non-exclusive Franchise for CenturyLink to operate a telecommunications system in the City
- Establishes a 5-year term, then year to year thereafter, until a 120 days written notice is given in advance of an expiration of the existing term
- Establishes a Franchise Fee of 3% of gross revenues from the specific services listed in Appendix A, payable quarterly
- Provides indemnification protection for the City against CenturyLink's general activities, facility relocations, and generation of hazardous substances
- Establishes insurance requirements- $3,000,000- Comprehensive liability insurance or self insurance; Workers Compensation; Umbrella insurance- $5,000,000
- Requires a performance bond - $20,000- replenished after notice and an opportunity to cure

- Includes facility relocation, permitting, and discontinuation of service and/or abandonment requirements

CenturyLink claims that the current franchise fees they are currently paying the City in accordance with the 1956 Agreement, are not being directly passed thru to their Sheridan customers as a line item on their bill. They have stated they do intend to pass on the franchise fees established in this new Agreement, represented as 3% of Gross Revenues on services described in Appendix A of the Agreement, to the local customers. This would show as a line item franchise fee cost on each customer's bill.

CenturyLink reports a consistent, annual decline in local telephone exchange accounts which will have a corresponding impact on revenues received from franchise fees for these services they are providing to the community. The historical franchise revenues received and those expected under this new Agreement are compared as follows:

Historical Revenues from current 1956 Franchise Agreement

- FY 2015 - $16,200
- FY 2016 - $15,500
- FY 2017 - $10,500
- FY 2018 - $ 9,100

Projected Revenues from Proposed Franchise Agreement

- Annually - $16,000.00

No further comments or opposition to any of the proposed regulations within the Ordinance have been received by staff. As such, the version approved at first and second reading remains unchanged.

Thank you for your consideration.

Attachments

Ordinance #2196 - CenturyLink Franchise Agreement

ORDINANCE NO. 2196

AN ORDINANCE GRANTING A FRANCHISE TO QWEST CORPORATION D/B/A CENTURYLINK QC ON BEHALF OF ITSELF AND ITS OPERATING AFFILIATES ("CENTURYLINK") TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM ("THE SYSTEM") IN THE CITY OF SHERIDAN, WYOMING ("CITY").

WHEREAS, under Wyoming Statute § 15-1-103(a)(xxxiii), a city may grant franchises for such terms as the governing body deems proper to any utility company, provided no franchise may be entered into with any person in which that person is given an exclusive right for any purpose whatsoever; and,

WHEREAS, Qwest Corporation D/B/A CenturyLink QC on behalf of itself and its operating affiliates ("CenturyLink") is a utility company that desires a franchise from the City; and,

WHEREAS, the City has determined that it is in the public interest to grant a franchise to CenturyLink under the terms and conditions contained herein.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SHERIDAN, WYOMING:

SECTION 1. Grant of Franchise.

A. Subject to the terms and conditions set forth in this Franchise, the City hereby grants to CenturyLink a nonexclusive authorization to construct, maintain, operate, upgrade, adjust, protect, support, raise, lower, disconnect, remove and relocate its cables, poles, wires, conduits, conductors, pipes and related appurtenances ("Facilities") for its System in, under, along, over and across the present and future streets, alleys and avenues of the City ("Public Ways"), for the purpose of providing telecommunications and related services to the City's inhabitants. This Franchise shall constitute both a right and an obligation to provide the System required by, and to fulfill the obligations set forth in, the provisions of this Franchise.

B. Nothing in this Franchise shall be deemed to waive the lawful requirements of any generally applicable City ordinance existing as of the effective date of this Franchise.

C. This Franchise shall not be interpreted to prevent the City from imposing additional lawful conditions, including additional compensation conditions for use of Public Ways, should CenturyLink provide services other than telecommunications service (for example, a cable system for purposes of providing a cable service).

D. This Franchise is intended to convey limited rights and interests in Public Ways as set forth in Wyoming Statute § 15-1-103(a)(xxxiiii) and its subsections. It is not a warranty of title or interest in any Public Way; it does not provide CenturyLink with any interest in any particular location within the Public Way; and it does not confer rights other than as expressly provided in the grant hereof.

SECTION 2. Acceptance by CenturyLink. This ordinance shall be published once in a newspaper of general circulation within the City, pursuant to Wyoming Statute § 15-1-116, and shall become effective on the day following its publication. Within sixty (60) days after the passage of this Ordinance by the City, CenturyLink shall file a signed copy thereof with the City Clerk, otherwise the Ordinance and the rights, privileges and authority granted herein shall be null and void.

SECTION 3. Term. The term of this Franchise is five (5) years commencing on the date of acceptance by CenturyLink as set forth in Section 2, above, and then from year-to-year until a party gives the other party at least one hundred twenty (120) days' notice in writing and in advance of expiration of the initial term or any subsequent term stating an intent to terminate the Franchise at the end of such existing term.

During the ninety (90) day period before the expiration of any Franchise term, CenturyLink and the City will use good faith efforts to renegotiate a replacement franchise agreement, provided that CenturyLink continues to pay the compensation fee specified in Section 4, below, and provides the same insurance and indemnification to the City as described hereunder.

SECTION 4. Franchise Fee.

A. Payments and Reports.

1. **Quarterly Payments**. From and after the date of CenturyLink's acceptance of this Ordinance and until its expiration, CenturyLink will pay the City three percent (3%) of CenturyLink's Gross Revenues derived from the specific services set forth in Appendix A, which is attached hereto and incorporated herein by reference. CenturyLink's Franchise fee payments to the City shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than thirty (30) days after those dates and be accompanied by a detailed report showing CenturyLink's Gross Revenues for the quarter upon which the Franchise fees are based.

2. **No Accord and Satisfaction**. No acceptance of any payment shall be construed as an accord and satisfaction by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for additional sums payable or for the performance of any other obligation of CenturyLink.

B. Franchise Termination. If this Franchise terminates for any reason, CenturyLink shall file with the City within ninety (90) calendar days of the date of termination, a financial statement, certified by an independent certified public accountant, showing the Gross Revenues received by CenturyLink since the end of the previous fiscal year.

C. Late Payments. If any payment due quarterly is not received within thirty (30) days from the end of the calendar quarter, CenturyLink shall pay interest on the amount due (at the prime rate as listed in the Wall Street Journal on the date the payment was due), compounded daily, calculated from the date that payment was originally due until the date the City receives the payment.

D. Underpayments or Other Unpaid Amounts. If a net franchise underpayment is discovered as a result of an audit, or if any other amount remains unpaid, CenturyLink shall pay interest at the rate of eight percent (8%) per annum, compounded quarterly, calculated from the date each portion of the underpayment or other payment was originally due until the date CenturyLink remits the underpayment or other payment to the City.

SECTION 5. Records Inspection. No more frequently than once every two calendar years, the City shall have the right to audit records to ensure compliance with this Franchise. The City shall give reasonable written notice of its intent to audit. It is CenturyLink's responsibility to collect and to make available to the City for copying, at CenturyLink's local office, all records upon which a franchise fee is required to be paid. If a City review of payments shows that CenturyLink has underpaid the franchise fee by three percent (3%) or more for the year, CenturyLink shall bear the cost of the audit.

SECTION 6. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City shall be nonexclusive, and the City reserves the right to use the Public Ways for itself or any other entity. The City's use, however, shall not unreasonably interfere with CenturyLink's Facilities or the rights granted to CenturyLink herein.

SECTION 7. City Regulatory Authority. In addition to the provisions herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties, and exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Wyoming, the laws of the State of Wyoming, Federal law or City Ordinances.

SECTION 8. Indemnification.

A. General Indemnification. CenturyLink shall indemnify, defend and hold harmless, the City, its officers, elected and appointed officials, employees, agents and volunteers, from any action or claim for injury, death, damage, loss, liability, cost or expense, including court appeal costs and expenses, arising from any damage, casualty or accident to person or property, including, without limitation, copyright infringement, defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance or any other act done under this Franchise, by or for CenturyLink, its agents or employees, or by reason of any neglect or omission of CenturyLink, its agents or employees. CenturyLink shall consult and cooperate with the City while conducting its defense of the City.

B. Indemnification for Relocation. CenturyLink shall defend, indemnify and hold harmless the City for any damages, claims, additional costs and reasonable expenses assessed against, or payable by, the City arising out of, or resulting from, directly or indirectly, CenturyLink's failure to remove, adjust or relocate any of its facilities in the Public Ways in a timely manner in accordance with Section 14 of this Franchise.

C. Hazardous Substances Indemnification. CenturyLink shall defend, indemnify and hold harmless the City against any damages, claims, additional costs and expenses of any kind, whether direct or indirect, incurred by the City arising out of a release of hazardous substances

(as referenced in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 *et seq.*) or in other Federal or State laws caused by the System.

SECTION 9. Insurance Requirements. CenturyLink will maintain in full force and effect for the term of the Franchise, at CenturyLink's expense, a comprehensive liability insurance policy written by a company authorized to do business in the State of Wyoming, or will provide self-insurance reasonably satisfactory to the City, protecting it against liability for loss, personal injury and property damage occasioned by the operation of the System by CenturyLink. Such insurance will be in an amount not less than $3,000,000. CenturyLink will also maintain Worker's Compensation coverage throughout the term of this Franchise as required by law. CenturyLink will additionally maintain umbrella insurance in the amount of $5,000,000. Evidence of all such insurance will be provided to the City by way of notice continually posted on CenturyLink's website, at www.centurylink.com/moi.

SECTION 10. Assessment of Monetary Damages.

A. The City may assess against CenturyLink monetary damages (i) up to one hundred dollars ($100) per day for general construction delays or payment obligations, or (ii) up to two hundred dollars ($200) per day for any other material breaches, and withdraw the assessment from the performance bond or collect the assessment as specified in this Franchise. Damages pursuant to this Section shall accrue for a period not to exceed one hundred twenty (120) days per violation proceeding. To assess any amount from the performance bond, the City shall follow the procedures for withdrawals from the performance bond in this Franchise. Such damages shall accrue beginning thirty (30) days following CenturyLink's receipt of the notice required by Section 16, or such later date if approved by the City in its sole discretion, but may not be assessed until after the procedures in Section 16 have been completed.

B. The assessment does not constitute a waiver by the City of any other right or remedy it may have under the Franchise or applicable law, including its right to recover from CenturyLink any additional damages, losses, costs, attorneys' fees and expenses that are incurred by the City by reason of the breach of this Franchise.

SECTION 11. Generally Applicable Bonds. CenturyLink shall be required to obtain bonds, such as generally applicable construction bonds, as deemed necessary by the City. CenturyLink shall also furnish a $20,000 performance bond to the City which will be replenished if it is drawn upon after notice and an opportunity to cure in accordance with Section 16.

SECTION 12. Annexation.

A. Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All System Facilities owned, maintained, or operated by CenturyLink located within any Public Ways of the annexed territory shall thereafter be subject to all of the terms hereof.

B. Notice of Annexation. When any territory is approved for annexation to the City, the City's Community Development Director or his/her designee shall within ten (10) business days

provide by certified mail to CenturyLink: (a) each site address to be annexed as recorded on the City assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to: CenturyLink, 1025 Eldorado Blvd., Broomfield, CO 80021, Attn: Network Infrastructure Services, with a copy to CenturyLink, 931 14th Street, 9th Floor, Denver, CO 80202, Attn: General Counsel, or such other updated address as Century Link shall provide to the City in writing by certified mail, return receipt requested. Notwithstanding the foregoing, failure of the City to provide the notice described herein shall not constitute a material breach of this Franchise.

SECTION 13. Construction and Installation of CenturyLink's Facilities.

A. All Facilities under authority of this Ordinance shall be used, constructed, installed and maintained in accordance with applicable law, codes and regulations.

B. CenturyLink shall, prior to commencing construction work in Public Ways or other public places, apply for a permit at its expense from the City. CenturyLink will abide by all applicable ordinances, rules, regulations and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance. CenturyLink shall obtain excavation permits for streets and alleys, regardless of surfacing types, and traffic control permits for all streets, and shall not obstruct the use of Public Ways. All lines, cables, fibers and conduits laid or installed under this Franchise shall be so located and placed as not to obstruct or interfere with any water pipes, drains, sewers or other structures already installed, and all such Facilities shall be installed subject to approval of the Public Works Director or his/her designee. Notwithstanding the foregoing, CenturyLink shall not be obligated to obtain a permit to perform emergency repairs but shall acquire one at its expense as soon as practicable thereafter.

C. To the extent practical and consistent with any permit issued by the City, all Facilities shall be located so as to cause minimum interference with the Public Ways and shall be constructed, installed, maintained, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City, as they may be amended from time to time.

D. CenturyLink, in doing any work in connection with its Facilities, shall avoid, so far as practicable, interfering with the use of any Public Way or public place, and where the paving or surface of any street, alley or public place is disturbed, CenturyLink, at its own expense and in a manner satisfactory to the Public Works Director or his/her designee, shall replace such paving or surface in accordance with the City's standard specifications for street construction in the City's Municipal Code, and any other applicable rules, ordinances and regulations, as they may be amended from time to time.

E. Paved streets shall be bored or drilled when crossed under the ground by CenturyLink's Facilities so that the City's paved Public Ways will not be unnecessarily damaged. The Public Works Director or his/her designee, in his sole discretion, may allow other construction methods when it is found that drilling or boring is unreasonable and will not provide a sufficient public benefit for the cost.

F. If, during the course of work on its Facilities, CenturyLink causes damage to or alters the Public Way or other public property, CenturyLink shall replace and restore such Public Way or public property at CenturyLink's expense to a condition equal to or better than the condition that existed immediately prior to such damage or alteration.

G. CenturyLink shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. All excavation shall be performed in a manner that creates the least inconvenience to the public, and in accordance with permits and manuals issued by the City. In doing any work in connection with said Facilities, CenturyLink shall avoid, so far as practicable, interfering with the use of any street, alley or public place.

H. GIS Mapping, As-Built and Strand Maps. Upon request, CenturyLink agrees to provide GIS mapping layers and As-Built and strand maps or similar records kept in its usual course of business to the City or an unaffiliated person engaged by the City if such person signs CenturyLink's nondisclosure agreement.

I. Nothing in this Ordinance shall be construed to prevent the City from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Public Way that may affect CenturyLink's Facilities, the City shall give written notice to CenturyLink, and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of CenturyLink's Facilities.

J. CenturyLink shall not attach to, or otherwise use or commit to use, any pole owned by the City until a separate pole attachment agreement has been executed by the parties.

K. This Franchise does not establish priority for use of Public Ways over holders of other permits or franchises; it grants no vested interest in occupying any particular position in the Public Ways. The City shall control distribution of space in the Public Ways, but may not exercise that authority unreasonably. No location of any of the Facilities shall give rise to a vested interest in public property.

SECTION 14. Relocation of Facilities and Discontinuing Use/Abandonment.

A. Relocation for the City.

1. CenturyLink shall protect, support, adjust, raise, lower, temporarily disconnect, relocate, or remove any CenturyLink Facilities, property or equipment located in a Public Way when required by the City consistent with its police powers or when reasonable public convenience requires such change (for example, without limitation, by reason of traffic conditions, public safety, Public Way vacation, Public Way construction, change or establishment of Public Way grade, installation of sewers, drains, gas or water pipes, or any other types of structures or improvements by the City for public purposes). Such work shall be performed at CenturyLink's expense. Except during an emergency, the City shall provide reasonable notice to CenturyLink of its need to relocate that is commensurate with the complexity of the project, but in all events never less than sixty (60) days and allow CenturyLink an opportunity to perform such action. Following notice by the City, CenturyLink shall relocate,

remove, replace, modify or disconnect any of its Facilities or equipment within any Public Way, or on any other property of the City. If the City requires CenturyLink to relocate its facilities located within the Public Way, the City shall provide CenturyLink an alternative location within the Public Way.

2. Excluding circumstances or events outside of its reasonable control, if CenturyLink fails to complete this work within the time prescribed to the City's satisfaction, the City may cause such work to be done at CenturyLink's cost; and provided further that the City shall not be liable for any damage to any portion of the System except to the extent caused by the negligence of the City or its contractor. Within thirty (30) days of receipt of an itemized list of those costs, CenturyLink shall pay the City.

B. Relocation for a Third Party. CenturyLink shall, at the request of any person or entity holding a lawful permit issued by the City, protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove any CenturyLink Facilities, property or equipment located in the Public Ways, provided that the cost of such action is borne by the person requesting it and CenturyLink is given advance written notice of not less than sixty (60) days. In such situation, CenturyLink may also require advance payment by the benefited person or entity.

C. Temporary Changes for Other Permittees. At the request of any person or entity holding a valid permit upon reasonable advance notice, CenturyLink shall temporarily raise, lower or remove its Facilities, property or equipment as necessary to permit the moving of a building, vehicle, equipment or other item. The expense of such temporary changes must be paid by the permit holder, and CenturyLink may require a reasonable deposit of the estimated payment in advance.

D. Alternatives to Relocation. CenturyLink may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Public Ways. The City shall promptly evaluate such alternatives and advise CenturyLink in writing if one or more of the alternatives are suitable. If requested by the City, CenturyLink shall promptly submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by CenturyLink full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, CenturyLink shall relocate the components of the System as otherwise provided herein.

E. Discontinuing Use/Abandonment of System Facilities. Whenever CenturyLink intends to discontinue using any facility in the Public Ways, CenturyLink shall submit for the City's approval a complete description of the facility and the date on which CenturyLink intends to discontinue using the facility. CenturyLink may remove the facility or request that the City permit it to remain in place and to convey same to City through a letter of abandonment or bill of sale. The City may require CenturyLink to perform a combination of abandonment, modification or removal of the facility upon a reasonable schedule set by the City. Until such time as CenturyLink abandons, removes or modifies the facilities, as directed by the City, CenturyLink shall be responsible for all necessary repairs and relocations of the facility, as well as maintenance of the Public Way, in the same manner and degree as if the facility were in active

use, and CenturyLink shall retain all liability for such facility during such time. If CenturyLink abandons its facilities, the City may provide CenturyLink with written notice of the City's desire to utilize such abandoned facilities, and CenturyLink shall then have one hundred eighty (180) days in which to respond with either assent to transfer such facilities to the City, or an affirmation that such facilities are not abandoned, in which case the facilities shall remain with CenturyLink. Upon assent by CenturyLink to the transfer of such facilities, the parties shall execute appropriate documentation to memorialize the transfer.

SECTION 15. Vegetation Management. CenturyLink shall have the authority to trim trees and other natural growth in the Public Ways in order to access and maintain the Facilities in compliance with applicable law and industry standards. This grant shall in no way impose a duty on CenturyLink; instead, this grant gives permission to CenturyLink should CenturyLink elect to conduct such activities from time-to-time in order to access and maintain its Facilities.

SECTION 16. Franchise Noncompliance; Claims Under Franchise.

A. In the event that the City believes that CenturyLink has not complied with the terms of the Franchise, the City's Public Works Director or his/her designee shall informally discuss the matter with CenturyLink. If these discussions do not lead to resolution of the problem, the City shall notify CenturyLink in writing of the exact nature of the alleged noncompliance.

B. CenturyLink shall have thirty (30) days from receipt of the written notice described in subsection 16.A. to either respond to the City, contesting the assertion of noncompliance and requesting a public hearing of same, or otherwise initiate reasonable steps to remedy the asserted noncompliance issue, notifying the City of the steps being taken and the projected date that they will be completed. A public hearing shall be held within thirty (30) days of the request.

C. The City and CenturyLink agree that, except to the extent inconsistent with applicable law, any and all claims asserted and arising under this Franchise, including from the determination of a public hearing held pursuant to subsection 16.B., above, shall be heard and determined either in a state court located in the City or in Federal Court in Wyoming.

SECTION 17. Reservation of Rights. Neither the City nor CenturyLink shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Ordinance that is inconsistent with State or Federal law, as may be amended.

SECTION 18. Transfer of System or Franchise. CenturyLink's right, title, or interest in the System or Franchise shall not be sold, transferred, assigned, or otherwise encumbered without prior written notice to and written consent of the City, except when said sale, transfer, assignment, or encumbrance is to an entity controlling, controlled by, or under common control with CenturyLink, or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of CenturyLink in the Franchise or Facilities in order to secure indebtedness.

SECTION 19. Amendment. Amendments to the terms and conditions contained herein shall be mutually agreed upon in writing by the City and CenturyLink.

SECTION 20. Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or (b) within three (3) business days after such notice is deposited in the United States Mail, postage prepaid, certified, and addressed to the parties as set forth below:

The City of Sheridan, Wyoming
Attn: Public Works Director
55 Grinnell Plaza
Sheridan, WY 82801

CenturyLink
Franchise Rights-of-Way Attorney
100 CenturyLink Dr
Monroe, LA 71203

With a copy to:

CenturyLink
Legal Department
931 14th Street, 9th Floor
Denver, CO 80202

SECTION 21. Severability. If any section, sentence, paragraph or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any state or federal regulatory authority having jurisdiction thereof, or unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION 22. Governmental Claims Act. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-101, et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

PASSED on 1st reading the ____ day of _____, 2019.

PASSED on 2nd reading the ____ day of _____, 2019.

PASSED, APPROVED AND ADOPTED on the 3rd and final reading the ____ day of _____, 2019.

APPROVED AS TO FORM:

_____
City Attorney

ATTEST

_____
City Clerk

CITY OF SHERIDAN, WYOMING
A Municipal Corporation

_____
Mayor

ACCEPTED BY QWEST CORPORATION D/B/A CENTURYLINK QC, on behalf of itself and its operating affiliates:

BY: Diane Kennedy

TITLE: SR Manager

DATE: 12-03-18

APPENDIX A

LISTING OF SERVICE CATEGORIES INCLUDED IN "GROSS REVENUE" FOR CALCULATION OF FRANCHISE FEES

Business Local Access—including Flat Rate, Multiparty, and Extended Area Service

Business Measured Usage Local Access Service

Flat Usage Local Access Trunks

Low Income Telephone Assistance Program Local Access

Measured Rate Local Access Trunk Usage

Message Rate Local Access Trunk Usage

Public Access Line (PAL) Service

Residential Local Access—including Flat Rate, Multiparty, and Extended Area Service

Residential Measured Usage

THE FOLLOWING IS A NON-EXCLUSIVE LISTING OF CATEGORIES OF REVENUE NOT REPRESENTING THE RETAIL SALE OF LOCAL ACCESS SERVICES AND ARE THEREFORE EXCLUDED FROM THE DEFINITION OF "GROSS REVENUES" AND, THEREFORE, ARE NOT INCLUDED IN THE CALCULATION OF ANY FEE DUE TO THE CITY:

Proceeds from the sale of bonds, mortgages, or other evidences of indebtedness, securities or stocks

Bad debt write-offs and customer credits

Revenue from directory advertising

Any amounts collected from customers that are to be remitted to a federal or state agency as part of a Universal Service Fund or other government program, including but not limited to support for the hearing impaired

Any amounts collected for taxes, fees, or surcharges and paid to the federal, state or local governments

Revenues from internet access

Revenues from digital or other electronic content, such as computer software, music and video downloads

Revenues from equipment sales, rentals, installation and maintenance

Revenues from any carrier purchased for resale

Revenues from private line services not for switched local access service

CITY OF SHERIDAN, WYOMING

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

Planning

MEMORANDUM

Project Name:	Consideration of the Third and Final Reading of Ordinance #2197 E. Brundage Lane Annexation - Community Development Director Brian Craig
From:	Brian Craig, Community Development Director
To:	Mayor and Council
CC:	
Date:	12/14/2018

Recommendation:

Staff recommends the City Council approve Ordinance #2197, E. Brundage Lane Annexation, annexing approximately 3.84 acres into the City of Sheridan. Zoning said 3.84 acres M-1 Industrial. Located northeast of Commercial Avenue and East Brundage Lane.

Planning Commission Action: At their January 14, 2019 meeting the Sheridan City Planning Commission voted to recommend approval of Ordinance #2197.

Potential Findings of Fact:

With respect to the proposed annexation, the City Council should make the following findings based on the requirements of state statute and City Code:

For the Annexation (From WS §15-1-402):

1. An annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the city or town;

2. The urban development of the area sought to be annexed would constitute a natural, geographical, economical and social part of the annexing city or town;

3. The area sought to be annexed is a logical and feasible addition to the annexing city or town and the extension of basic and other services customarily available to residents of the city or town shall, within reason, be available to the area proposed to be annexed;

4. The area sought to be annexed is contiguous with or adjacent to the annexing city or town, or the area meets the requirements of W.S. 15-1-407;

5. If the city or town does not own or operate its own electric utility, its governing body is prepared to issue one

(1) or more franchises as necessary to serve the annexed area pursuant to W.S. 15-1-410; and

6. The annexing city or town, not less than twenty (20) business days prior to the public hearing required by W.S. 15-1-405(a), has sent by certified mail to all landowners and affected public utilities within the territory a summary of the proposed annexation report as required under subsection (c) of this section and notice of the time, date and location of the public hearing required by W.S. 15-1-405(a).

Neither state statute, nor city code, contain required findings to be made in assigning zoning during the annexation process. However, the following general zoning requirements from state statute should be kept in mind:

WS §15-1-601(d)

d) All regulations shall be made:

1. *In accordance with a comprehensive plan and designed to:*

1. *Lessen congestion in the streets;*
2. *Secure safety from fire, panic and other dangers;*
3. *Promote health and general welfare;*
4. *Provide adequate light and air;*
5. *Prevent the overcrowding of land;*
6. *Avoid undue concentration of population; and*
7. *Facilitate adequate provisions for transportation, water, sewerage, schools, parks and other public requirements.*

2. *With reasonable consideration, among other things, of the character of the district and its peculiar suitability for particular uses;*

3. *With a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city or town; and*

4. *With consideration given to the historic integrity of certain neighborhoods or districts and a view to preserving, rehabilitating and maintaining historic properties and encouraging compatible uses within the neighborhoods or districts, but no regulation made to carry out the purposes of this paragraph is valid to the extent it constitutes an unconstitutional taking without compensation.*

The Preamble of the City's Zoning Ordinance (Appendix A) states that the purpose of the zoning ordinance is to, "*promoting the health, safety, morals and general welfare of the inhabitants of the City of Sheridan by lessening congestion in the streets; securing safety from fire, panic and other dangers providing adequate light and air; preventing the overcrowding of land; avoiding the undue concentration of population, facilitating the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.* "

Background:

The property owner, Northwest Distributing Co., Inc., has formally petitioned for the annexation of 3.84 acres of unplatted land located at the northeast corner of the intersection of Brundage Lane and Commercial Avenue. The owner is working to dedicate the adjacent 50 feet of of private property to the south to WYDOT and as such that 0.45 acres is not included with this annexation request.

This property is currently vacant land at the entrance to the Sheridan Commercial Park. City staff is recommending M-1 Industrial Zoning for this property once annexed into the City in keeping with the remaining Sheridan Commercial Park. At this time, the applicant has not suggested an intended use or submitted an application for subdividing the land. This parcel is adjacent to City limits on the west, north, and partially to the south.

Discussion:

The City Council must make the findings outlined in WS §15-1-402 in adopting an annexation ordinance. Staff's review indicates that the proposed annexation meets these criteria.

An annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the city or town.

New structures built within this areas will be thoroughly inspected for compliance with International Building Code Standards, reducing risk of fire or other adverse damage. Also expanded access to centralized water and sewer service will help protect water quality.

The urban development of the area sought to be annexed would constitute a natural, geographical, economical and social part of the annexing city or town.

The property is adjacent to the city limits on multiple sides.

The area sought to be annexed is a logical and feasible addition to the annexing city or town and the extension of basic and other services customarily available to residents of the city or town shall, within reason, be available to the area proposed to be annexed.

Water and sewer are available in in both adjacent streets. All other customary services will be provided once the lot is occupied.

The area sought to be annexed is contiguous with or adjacent to the annexing city or town, or the area meets the requirements of W.S. 15-1-407.

As outlined above, the property is adjacent to the city limits to the north and west .

If the city or town does not own or operate its own electric utility, its governing body is prepared to issue one (1) or more franchises as necessary to serve the annexed area pursuant to W.S. 15-1-410.

The City will honor its franchise agreements with existing electrical utilities.

The annexing city or town, not less than twenty (20) business days prior to the public hearing required by W.S. 15-1-405(a), has sent by certified mail to all landowners and affected public utilities within the territory a summary of the proposed annexation report as required under subsection (c) of this section and notice of the time, date and location of the public hearing required by W.S. 15-1-405(a).

At the date of the preparation of this annexation report, the city staff has, and will continue to abide by the state notification requirements.

ZONING

In considering the newly assigned zoning designation to be applied with any annexation staff considers the following criteria, which aligns with state statutory mandates and city code regarding zoning preserving the character, health, and safety of neighborhoods:

- The zoning of surrounding parcels.
- The actual land use of surrounding parcels.
- Impacts to surrounding properties.
- Consistency with adopted planning documents.
- The ability of existing infrastructure to handle the potential uses

Zoning and Land Use

The private property is presently zoned Agricultural with Industrial-2 county zoning to the east and City M-1 Industrial to the north. across E. Brundage Lane to the south the City zoning is a mix of B-1 and B-2. Land uses in the area are predominantly industrial and commercial. Adjacent to the west is I-90 and associated drainage ways.

Impacts to Surrounding Properties

The impact to surrounding uses is minor as the intended zoning is consistent with properties to the north and compatible with the business zoing to the south. Additionally, the applicant has indicated their intent to require compliance with the Entryway Design Guidelines through the private covenants to be recorded for this lot.

Consistency with Adopted Planning Documents

The *Sheridan Land Use Plan* identifies the use in this area as a future commercial center. M-1 Industrial zoning is a fitting zoning designation with this proposed future use.

Infrastructure

Water, sewer, storm sewer, and street infrastructure are complete for this property and no extension of service or road improvements are necessary for the development of the proposed lot

Staff believes this property meets state and local criteria for annexation. The zoning requested is appropriate given the historic land use of surrounding properties. Staff has no further comments at this time.

Attachments

Petition

annexation exhibit

applicant annexation report

staff annexation report

ordinance 2197

aerial

PETITION FOR ANNEXATION

TO THE CITY COUNCIL OF THE CITY OF SHERIDAN, WYOMING:

Pursuant to the provision of W.S. 15-1-403 et. seq. and other applicable statutes, the undersigned landowner respectfully petitions and shows the City Council as follows:

1. This is a petition for the annexation of eligible territory as determined by W.S. 15-1-402 adjacent to the City of Sheridan, Wyoming with the legal description as follows:

A tract of land situated in the NE¼NE¼ (Lot 1) of Section 2, Township 55 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming; more particularly described as follows:

Beginning at a point which bears S 26°01'51" W a distance of 944.96 feet from the Northeast corner of said Section 2; thence N 89°55'12" E for a distance of 399.29 feet; thence S 1°02'53" W for a distance of 29.64 feet; thence S 89°33'07" E for a distance of 0.82 feet; thence S 0°59'14" W for a distance of 392.18 feet to a point; thence N 89°57'24" W for a distance of 121.54 feet; thence N 89°51'15" W a distance of 272.75 feet; thence N 0°12'09" E for a distance of 420.42 feet to the point of beginning.

Said tract of land contains 3.84 Acres.

2. Northwest Distributing Co., Inc., a Wyoming corporation, is the sole owner of said described property proposed to be annexed, and therefore constitutes a majority of the landowners owning a majority of the area sought to be annexed.

3. A map of the area sought to be annexed is attached hereto, marked for exhibit, and made a part hereof.

4. Petitioner hereby requests that said land be zoned M-1 upon annexation.

WHEREFORE, petitioner prays that said territory be annexed into the City of Sheridan, Wyoming, pursuant to, and in accordance with the applicable Wyoming Statutes, and that said lands be zoned M-1.

Dated this _____ day of _____ , 2018.

Executed by:
Northwest Distributing Co., Inc, a Wyoming corporation
by _____ .

State of Wyoming)
) ss
County of Sheridan)

On this ____ day of _____ , 2018, before me personally appeared, Torrey W. Moody, to me personally known who, being duly sworn, did say that he is the President of Northwest Distributing Co., Inc, a Wyoming corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said, Torrey W. Moody, acknowledged said instrument to be the free act and deed of said corporation.

Given under my notarial seal this ____ day of _____ , 2018.

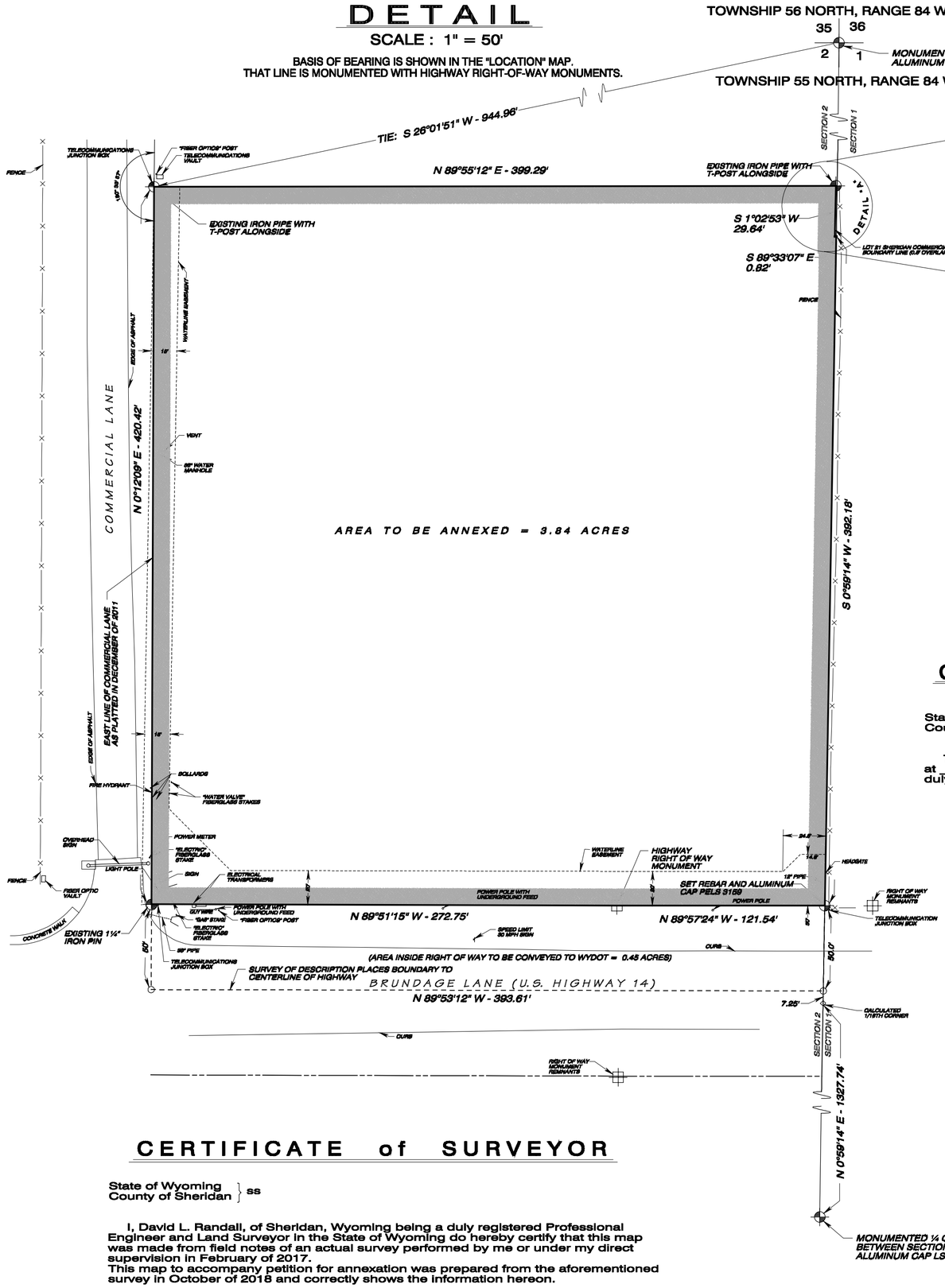
_____
Notary Public

My Commission Expires:_____

DETAIL

SCALE : 1" = 50'

BASIS OF BEARING IS SHOWN IN THE "LOCATION" MAP.
THAT LINE IS MONUMENTED WITH HIGHWAY RIGHT-OF-WAY MONUMENTS.

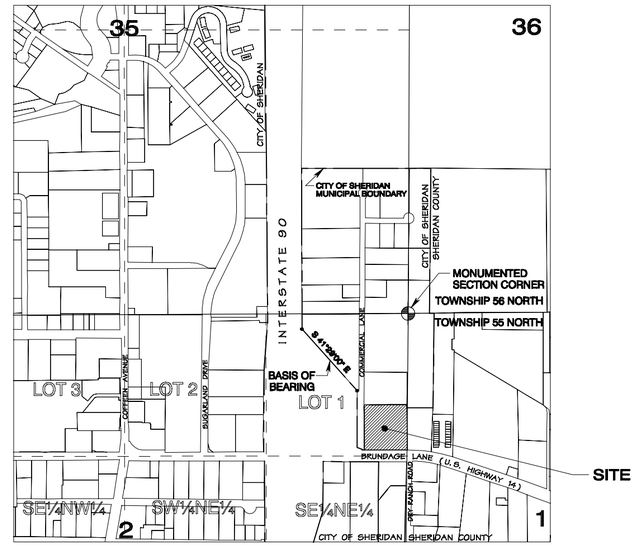


DETAIL "A"

SCALE : 1" = 20'

LOCATION

SCALE : 1" = 1000'



CERTIFICATE of RECORDER

State of Wyoming } ss
County of Sheridan }

This plat was filed for record in the Office of the Clerk and Recorder at _____ O'Clock ___ M., this _____ day of _____ , 2018, and is duly recorded in Book _____, Page No. ___ .

COUNTY CLERK

CERTIFICATE of SURVEYOR

State of Wyoming } ss
County of Sheridan }

I, David L. Randall, of Sheridan, Wyoming being a duly registered Professional Engineer and Land Surveyor in the State of Wyoming do hereby certify that this map was made from field notes of an actual survey performed by me or under my direct supervision in February of 2017.
This map to accompany petition for annexation was prepared from the aforementioned survey in October of 2018 and correctly shows the information hereon.

Registration No. 3159 PE & LS

CIVIL ENGINEER and LAND SURVEYOR

N

MAP

to accompany

PETITION for ANNEXATION

of a

TRACT of LAND

situated in the

NE¼NE¼ (LOT 1) of SECTION 2 TOWNSHIP 55 NORTH, RANGE 84 WEST

of the

SIXTH PRINCIPAL MERIDIAN SHERIDAN COUNTY, WYOMING

for

NORTHWEST DISTRIBUTING COMPANY, INC

2161 COFFEEN AVENUE, SUITE 503
SHERIDAN, WY 82801

DRAWN BY REX RANDALL - NOVEMBER 29, 2018
RANDALL ENGINEERING SURVEYS - SHERIDAN, WYOMING

ANNEXATION REPORT
for
NORTHWEST DISTRIBUTING COMPANY, INC

Prepared for:
Northwest Distributing Company, Inc.
2161 Coffeen Avenue, Suite 503
Sheridan, WY 82801

Prepared by:
Randall Engineering Surveys
722 Monte Vista
Sheridan, WY 82801

November 29, 2018

Location:

A tract of land situated in the NE¼NE¼ (Lot 1) of Section 2, Township 55 North, Range 84 West of the 6th Principal Meridian, Sheridan County, Wyoming; more particularly described as follows:

Beginning at a point which bears S 26°01'51" W a distance of 944.96 feet from the Northeast Corner of said Section 2; thence N 89°55'12" E a distance of 399.29 feet; thence S 1°02'53" W a distance of 29.64 feet; thence s 89°33'07" E a distance of 0.82 feet; thence S 0°59'14" W a distance of 392.18 feet; thence N 89°57'24" W a distance of 121.54 feet; thence N 89°51'15" W a distance of 272.75 feet; thence N 0°12'09" E a distance of 420.42 feet to the point of beginning.

Said tract contains 3.84 Acres.

Proposed Zoning: M-1 (Consistent with adjacent City Zoning)

Areas

Commercial Acreage:	3.84 Acres
Commercial Square Footage:	167,256 Square Feet
Estimated Number of Commercial Lots:	2
Estimated Net Residential Acreage:	0
Estimated Residential Density:	0
Estimated Number of Residential Lots:	0
Estimated Park Land and Open Space:	0

Streets and Utilities:

Commercial Lane and Brundage Lane are already developed. All water and sewer infrastructure has been built during the build-out of Sheridan Commercial Park and are located in Commercial Lane. Private water and sewer infrastructure are unknown but will be built by private companies at the time they propose to build.

Estimated Construction Costs for Public Improvements:

Right-of-way grading estimate	None
Sanitary Sewer On-Site	None
Sanitary Sewer Off-Site	None
Water Lines On-Site	None
Water Lines Off-Site	None
Storm Drain Estimated Costs	None
Curb/Gutter/Sidewalks	None
Paving Estimate	None

E. Brundage Lane Annexation Report
Prepared 12/6/2018

The following items were prepared in order to satisfy the requirement in Wyoming Statute contained in §15-1-402(c) that must precede the processing of an annexation request.

Applicant: **Northwest Distributing Co.**
Annexation Petition Date: **11/30/2018**

Legal Description of Proposed Annexation Area:

> **A tract of land situated in the NE¼NE¼ (Lot 1) of Section 2, Township 55 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming; more particularly described as follows:**
>
> **Beginning at a point which bears S 26°01'51" W a distance of 944.96 feet from the Northeast corner of said Section 2; thence N 89°55'12" E for a distance of 399.29 feet; thence S 1°02'53" W for a distance of 29.64 feet; thence S 89°33'07" E for a distance of 0.82 feet; thence S 0°59'14" W for a distance of 392.18 feet to a point; thence N 89°57'24" W for a distance of 121.54 feet; thence N 89°51'15" W a distance of 272.75 feet; thence N 0°12'09" E for a distance of 420.42 feet to the point of beginning.**
>
> **Said tract of land contains 3.84 Acres.**

(1) A map of the property, including landmarks and boundaries which, as a result of the annexation, will be brought within 1⁄2 mile of the town boundaries
A map of the property boundary and the adjacent county properties within 1/2 mile of the subject property is attached to this report as Exhibit A.

(2) The total estimated cost of infrastructure improvements related to the annexation, required of all landowners by the annexing municipality
Other than the new service taps discussed below, no new infrastructure extensions are needed to serve this property, thus no cost will be incurred by landowners other than those necessary to create new water and sewer service taps.

(3) A list of basic and other services customarily available to residents of the City and a timetable of when those services would be available
Water, sewer, and road infrastructure to serve this annexation area are in place to serve this property already. No further public improvements will be necessary to provide additional municipal services. The service cost for future public utilities connections will be dependent on ultimate use and configuration; however, for new construction, minimum costs of water and sewer connections would be $3,380 for water service when lines are stubbed out to the lot currently, $3,570 for new taps, and $3,050 for sewer service connections beyond those already purchased for the property. Solid waste collection rates will be as per Resolution 48-11. The adjacent Brundage Lane right-of-way is WYDOT controlled street right-of-way.

(4) The projected annual fee or service cost of those services
Any new construction will be subject to one-time user fees for City taps of at least $3570 for water and $3050 for sewer for sewer service connections beyond those already purchased for the property. Minimum ongoing user fees are estimated at $226.56 for water and $156.60 for sewer per customer per year, and minimum residential solid waste collection fees are $237 per year.

(5) The current and projected tax mill levies imposed by the municipality
The City of Sheridan presently has an 8 mil property tax levy based on assessed value.

(6) The cost of infrastructure improvements required within the current City boundary in order to accommodate the annexation
As the utility and road infrastructure are already in place to serve this property, no new costs will be incurred for infrastructure improvements.

ORDINANCE NO. 2197

AN ORDINANCE annexing a tract of land situated in the NE¼NE¼ (Lot 1) of Section 2, Township 55 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming being more particularly described below and shown on the attached Exhibit A; and zoning said parcel as M-1 Industrial District.

WHEREAS, the owner of the below described land have petitioned the City Council for the annexation of the following described land into the City of Sheridan; and

WHEREAS, the owner has requested same said property to be zoned as M-1 Industrial District; and

WHEREAS, the Planning Commission of the City of Sheridan has recommended to the City Council that said tracts of land be annexed to the City, and that the same be zoned as M-1 Industrial District; THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN:

Section 1. ANNEXATION.

That the following described land is hereby annexed into the City of Sheridan, to wit:

> A tract of land situated in the NE¼NE¼ (Lot 1) of Section 2, Township 55 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming; more particularly described as follows:
>
> Beginning at a point which bears S 26°01'51" W a distance of 944.96 feet from the Northeast corner of said Section 2; thence N 89°55'12" E for a distance of 399.29 feet; thence S 1°02'53" W for a distance of 29.64 feet; thence S 89°33'07" E for a distance of 0.82 feet; thence S 0°59'14" W for a distance of 392.18 feet to a point; thence N 89°57'24" W for a distance of 121.54 feet; thence N 89°51'15" W a distance of 272.75 feet; thence N 0°12'09" E for a distance of 420.42 feet to the point of beginning.
>
> Said tract of land contains 3.84 Acres

Section 2. ZONING

That the above described land be zoned as M-1 Industrial District.

Section 3. FINDINGS.

That the City Council resolves and makes the following findings in accordance with Wyoming State Statute 15-1-402 and Sheridan City Code Appendix B§804:

Annexation

(i.) The annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the city or town;

(ii) The urban development of the area sought to be annexed would constitute a natural, geographical, economical and social part of the annexing city or town;

(iii) The area sought to be annexed is a logical and feasible addition to the annexing city or town and the extension of basic and other services customarily available to residents of the city or town shall, within reason, be available to the area proposed to be annexed;

(iv) The area sought to be annexed is contiguous with or adjacent to the annexing city or town, or the area meets the requirements of W.S. 15-1-407;

(v) If the city or town does not own or operate its own electric utility, its governing body is prepared to issue one (1) or more franchises as necessary to serve the annexed area pursuant to W.S. 15-1-410; and

(vi) The annexing city or town, not less than twenty (20) business days prior to the public hearing required by W.S. 15-1-405(a), has sent by certified mail to all landowners and affected public utilities within the territory a summary of the proposed annexation report as required under subsection (c) of this section and notice of the time, date and location of the public hearing required by W.S. 15-1405(a).

Section 4. SEVERABILITY.

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

Section 5. EFFECTIVE DATE.

That this ordinance shall be in full force on February 19, 2019.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2019

_____
Roger Miller, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

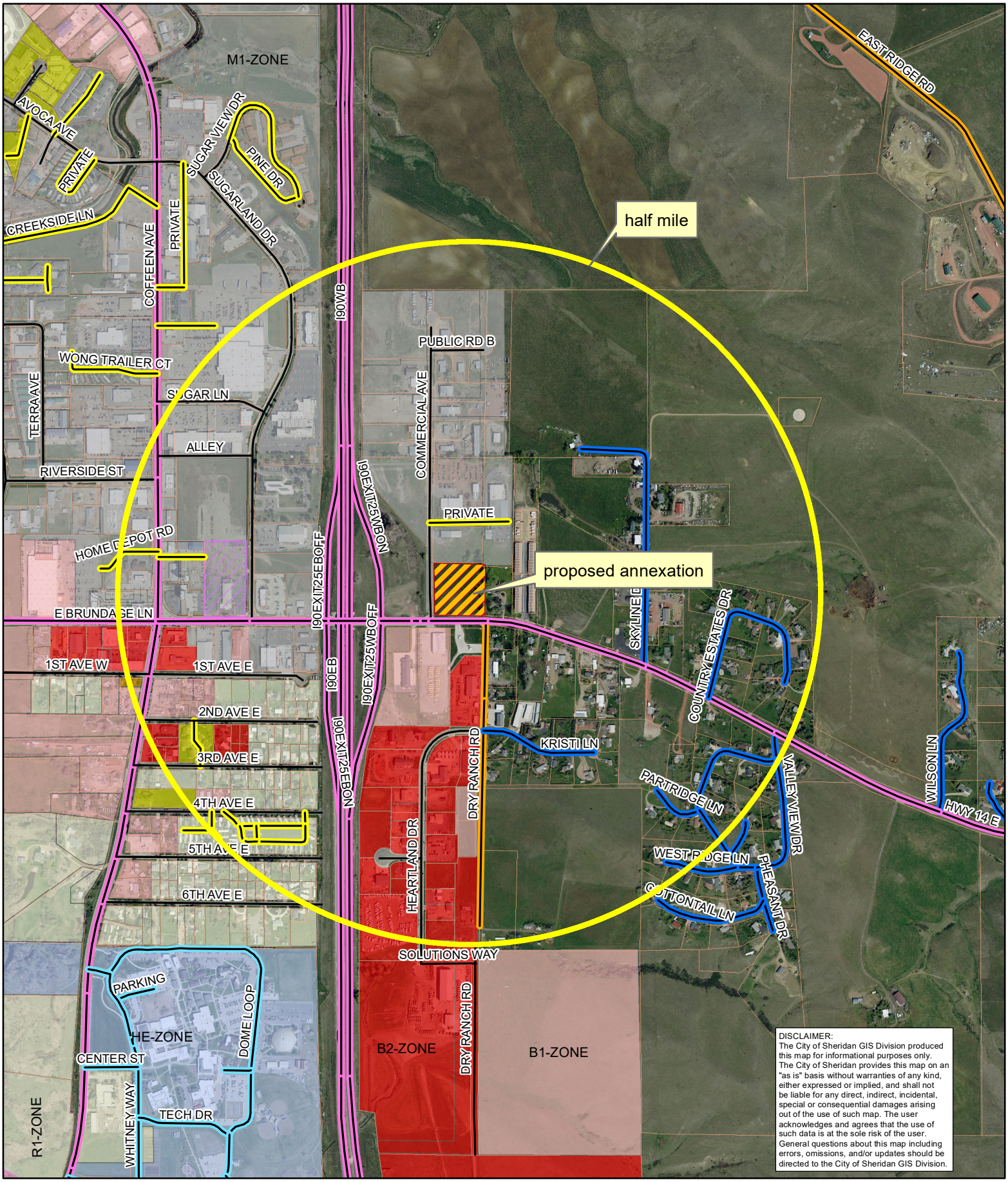
State of Wyoming)
)SS
County of Sheridan)

Subscribed and sworn to (or affirmed) before me this _____day of

_____, 2019 by _____.

_____
Notary Public

My commission expires _____.



CITY OF Sheridan WYOMING

Annexation map

N

0 0.05 0.1 0.2 Miles

Name: sgoodman Date: 12/17/2018

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:	Consideration of the Wild Rose Water Improvement and Service District Raw Water Delivery Agreement - Utilities Director Dan Roberts
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	02/11/2019

Recommendation:

Staff recommends that the Mayor and City Council approve a Raw Water Delivery Agreement between the Wild Rose Water Improvement and Service District (Wild Rose) and the City of Sheridan (City).

Background:

Wild Rose is an improvement and service district located in Sheridan County which provides raw water for irrigation purposes to the Don Ena Estates Subdivision which is located directly southeast of the Kendrick Municipal Golf Course (see attached map). Wild Rose owns 60 shares (equating to 72 acre feet) of Park Reservoir water, and a September 28, 1987 direct flow water right. Wild Rose utilizes this water for irrigation purposes throughout the Don Ena Subdivision (Don Ena). They presently convey this water to Don Ena through the Alliance Lateral Ditch, a storage pond, and a series of pipes that cross the City's 30-inch raw water transmission main as it passes through the Kendrick Municipal Golf Course.

The Alliance Lateral Ditch is in need of significant, costly improvements and has real potential to become obsolete over time due to impacts caused by development. In an effort to secure a more long-term, reliable delivery of their raw water, to the Don Ena Subdivision, Wild Rose approached the City about the idea of delivering their raw water to them through the City's 30-inch raw water transmission main (30-inch). The 30-inch was designed with significant, excess capacity (50+ years) which has not been taken up since the line was built in the early 1990's. Present projections are that the 30-inch has raw water delivery capacity beyond the year 2070. Knowing this, staff began discussions with Wild Rose to determine how we might be able to serve them. These discussion have concluded with the drafting of a "Raw Water Delivery Agreement" (Agreement) which thoroughly outlines the terms under which the City of Sheridan can deliver Wild Rose's own raw water to them through our 30-inch raw water transmission main. The Agreement is attached for City Council's review and consideration.

Some of the key terms and considerations making up the Agreement are as follows:

- Wild Rose will provide to the City the authorization to utilize and manage (call for) their 60 shares of Water in Park Reservoir
- The City will deliver to Wild Rose up to 54 shares of raw water, being their 60 shares less a 10% conveyance loss
- The City will charge and bill Wild Rose at a rate of $.76/ 1000 gallons for their water delivered
- Usage by Wild Rose in excess of the 54 shares, if available from the City, will be charged at the rate of $.76/ 1000 gallons conveyance rate, plus an additional $30/ ac-ft water lease rate
- The term of the Agreement is 30 years, or until such a time the City is at or above 80% capacity in the

30-inch water line
- The City and Wild Rose shall enter into good faith negotiations with respect to an extended term or new agreement at least 5 years prior to expiration of the initial term
- Wild Rose shall be responsible for all costs to implement the connection to the City's 30-inch raw water line

Funding:

There are no additional operational or capital costs that would be incurred by the City as a result of this Agreement. It is estimated that this Agreement will generate approximately $13,900 in additional revenue annually. This revenue would go into the water fund where it would be deposited into Water Fund Capital Reserves, placed into the "Permanent Water Supply Reserve Fund" which has been established through Ordinance.

Thank you for your consideration.

Attachments

Raw Water Delivery Agreement

Map

RAW WATER DELIVERY AGREEMENT

THIS AGREEMENT is made and entered into effective the _____ day of _____, 2019, by and between the **City of Sheridan, State of Wyoming** ("City") and the **Wild Rose Water Improvement and Service District** ("Wild Rose").

RECITALS

WHEREAS, Wild Rose is an improvement and service district located in Sheridan County formed in accordance with Wyoming statutes, which provides water for outside irrigation purposes to the Don Ena Estates Subdivision and one adjacent property; and

WHEREAS, Wild Rose owns 60 shares in Park Reservoir (equating to 72 acre feet less a 10% conveyance loss assessed by the Wyoming Board of Control) and a September 28, 1987 direct flow water right (consisting of 1.3 cfs direct flow rights). These water rights and any other water rights owned by Wild Rose are referred to herein collectively as the "Wild Rose Water". The Wild Rose Water has historically been delivered by the Alliance Lateral Ditch to the Wild Rose point of diversion located approximately 1 and ½ miles west of the Don Ena Estates Subdivision; and

WHEREAS, the City has a 30" diameter raw water transmission line with the capacity and ability to transport, through the City's point of diversion within the Big Goose Creek, the Wild Rose Water and deliver it to Wild Rose for its use by its irrigation water customers; and

WHEREAS, the parties believe that a long term agreement providing for the delivery of Wild Rose Water through the City's 30" raw water transmission line is necessary for the long term plans of both parties with respect to delivery of water in the Sheridan area and will provide an ongoing benefit to both parties.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed between the parties as follows:

1. TERM OF AGREEMENT: This Agreement shall be effective upon execution by both parties to this Agreement and continue for a term of thirty (30) years or until such time as the City's own use of the 30" raw water transmission line to convey water to the City is at or above 80% of the carrying capacity of the water line. After the expiration of this initial term, the Agreement shall automatically renew for successive additional one year terms until renegotiated or terminated by either party by giving one-year advance written notice to the other party. At least five years prior to the expiration of the initial term, City and Wild Rose shall enter into good faith negotiations with respect to an extended term or a new agreement.

2. DELIVERY OF WATER: City shall divert and collect Wild Rose Water from Big Goose Creek at the City's intake facility and transport and deliver said water through its 30" raw water transmission line to Wild Rose at a designated connection point. The City shall begin delivery of the Wild Rose Water each year within five calendar days of the date requested by Wild Rose. Water shall cease being delivered upon depletion of the Wild Rose Water (unless additional water is purchased from the City at a water lease charge rate pursuant to Section 3) or at such other time as is requested by Wild Rose. The quantity of delivered water shall be established by the meter at the point of delivery.

A representative of the City and a representative of Wild Rose shall meet annually to discuss the manner in which the City will utilize the Wild Rose Water. It is the intent of the parties that generally the City will call for and deliver Wild Rose's direct flow water rights as long as they are available and then utilize the Park Reservoir stored water. At such time as the direct flow water rights are no longer available, City shall notify Wild Rose and a meter reading shall be taken, so that both parties know when the Park Reservoir stored water is being delivered.

It is anticipated by the parties that there will be occasions when the amount of Wild Rose Water diverted and delivered by the City exceeds Wild Rose's actual metered usage, which will result in excess Wild Rose Water remaining in the City transmission line (referred to herein as "Excess Water"). On such occasions, the City may utilize the Excess Water for its own purposes; provided, however, the City shall later make replacement water (from other sources) available to Wild Rose to ensure that for each irrigation season Wild Rose has the ability to take and utilize an amount of water equal to the total amount of its existing water rights. (As an example, suppose during the month of July of a particular irrigation season, the City calls for Wild Rose Park Reservoir Water to be released at the rate of 0.5 cubic feet per second (cfs) and makes said water available to Wild Rose, but Wild Rose's actual metered usage is only one-half (0.25 cfs) of this available water. The City may use the remaining one-half (Excess Water) for its own purposes as long as the City replaces this amount of water from other sources in the event it is needed by Wild Rose at a later date.) If replacement water is not used by Wild Rose during any irrigation season, no credit or carry over shall be owed to Wild Rose by the City for the next irrigation season. If the amount of water actually used by Wild Rose exceeds Wild Rose's water right at the end of the irrigation season, Wild Rose shall be assessed a water lease charge in addition to the cost for delivery of its own water, as set forth in Section 3; provided the City is not in drought response protocol. This will allow the City to manage Wild Rose Water in conjunction with its own water supplies and also ensure that Wild Rose has the ability to use all of its water right when needed.

Notwithstanding anything to the contrary herein, Wild Rose shall retain the right to sell or lease a portion of their water rights, including the Park Reservoir shares, to the City or other third parties. The parties acknowledge and understand that this system of delivery and the water savings resulting therefrom may result in Wild Rose not needing all of its water rights and that Wild Rose may in the future sell or lease its water rights to other parties. Wild Rose shall, prior to selling or leasing any of its water rights to another party, provide notice to the City of its intent to sell or lease and provide the negotiated terms of the transaction. The City shall have the first option to purchase or lease water rights per the negotiated terms.

3. PRICE: The charge for Wild Rose Water delivered from City to Wild Rose shall be $.76 per thousand gallons of water delivered to Wild Rose. Upon request from Wild Rose and provided the City is not in drought response protocol, the City will also deliver raw water to Wild Rose in excess of the Wild Rose Water at a rate of $.76 per thousand gallons of water, plus a water lease charge based on the going raw water lease rate currently established at $30.00 per ac-ft.

a. City shall meter the raw water delivery at Wild Rose's single point of connection to the City's 30" raw water transmission line at least monthly, and it shall invoice Wild Rose monthly. Wild Rose shall remit payment within forty-five (45) days of each invoice. Any late payment shall be subject to all late fees and interest typically charged by the City for residential water delivery.

4. CITY RESPONSIBILITY: City shall be responsible to operate and maintain its system of works, including City transmission pipelines, meters, pressure and flow maintaining facilities, tanks, and the water in the pipeline up to the point of delivery to the Wild Rose system.

a. City shall deliver and provide any document or information necessary for Wild Rose to transfer any and all water rights – both direct flow and stored – or establish a "Temporary Water Use Agreement", or such other similar agreement, with the Wyoming State Engineer's Office to reflect the City's ability to call for and divert Wild Rose Water. City shall not be required to create any new documents or information. Should a "Temporary Water Use Agreement," or other similar agreement, fail to be established, the City shall be under no obligation to deliver the water described herein.

b. City will not treat or cure the water in any manner. Water quality shall not be monitored or guaranteed by City.

5. WILD ROSE RESPONSIBILITY: Wild Rose shall be responsible for its own system of works, including pipelines, tapping saddles, corporation stop valves, curb stop valves, meter pits, meters, residential pressure reducing valves, and any other facilities owned, controlled or maintained by Wild Rose. At its option, Wild Rose may install new meters for its users that are capable of transmitting monthly meter readings to City. If such new meters are installed, City will transmit the monthly meter readings to a Wild Rose designee to assist Wild Rose in tracking each user.

a. Wild Rose shall be responsible for amending and transferring any and all of its water rights with the Wyoming State Engineer's Office to reflect the change in the point of diversion or means of conveyance. All associated costs shall be the sole responsibility of Wild Rose.

b. Wild Rose shall be responsible for all costs to implement the connection to the City's raw water system, including all design, permitting and construction costs. The City shall be provided the opportunity to review and approve the plans for the improvements required for connection, prior to construction commencement.

6. PRIORITIES: The amount and times of water availability may be changed and determined by the Wyoming State Engineer's Office or by emergency water restriction measures undertaken by the City during drought.

7. MISCELLANEOUS:

a. **Representations**: Wild Rose represents and covenants to the best of its knowledge that Wild Rose has the water rights referred to herein.

b. **Prior Agreements**: All prior oral or written agreements between the parties are hereby canceled and void.

c. **Indemnification**: Wild Rose shall indemnify City, and hold City harmless from any loss, cost, damage, or expense, including reasonable attorney fees and costs, arising out of any accident or other occurrence causing injury to any person or property due directly or indirectly by the negligence of Wild Rose in the operation of its water system. Wild Rose shall further indemnify City from loss, cost, damage or expense, including reasonable attorney fees and costs which may arise from Wild Rose or any person's use of the delivered water. Nothing in this Agreement is intended to constitute a waiver of any rights of the City or Wild Rose under the doctrine of sovereign immunity, or a waiver of its immunity under the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq.

Any legal action filed by either party shall be filed in the appropriate Court in the Wyoming Fourth Judicial District. The prevailing party shall be entitled to the recovery of all reasonable attorney fees and costs.

d. **Notices**: Notice from one party to the other shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party or if said notice is delivered or left in or on any part thereof, provided that there is actual or presumptive evidence that the other party or someone on their behalf received said notice. Notice shall be delivered to the following addresses, provided, however either party may give written notice if the address is changed:

City:
City of Sheridan
ATTN: Utilities Director
55 E. Grinnell Plaza
Sheridan, WY 82801

Wild Rose Water Improvement and Service District:
16 Sunset Lane
Sheridan, WY 82801

e. **Waiver**: The waiver of one breach of any term, condition, covenant, obligation, of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement.

f. **Partial Invalidity**: If any term or condition of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

g. **Taxes:** Wild Rose shall be responsible for all taxes, fees, or assessments that they incur as a result of their use of the water.

h. **Counterparts:** This Agreement may be signed in counterparts and by facsimile or pdf electronic transmission.

i. **Binding Effect.** This agreement is binding upon the successors, heirs and assigns of the parties.

CITY OF SHERIDAN

Dated this _____ day of _____, 2019.

By: _____
Mayor

ATTEST:

_____
City Clerk

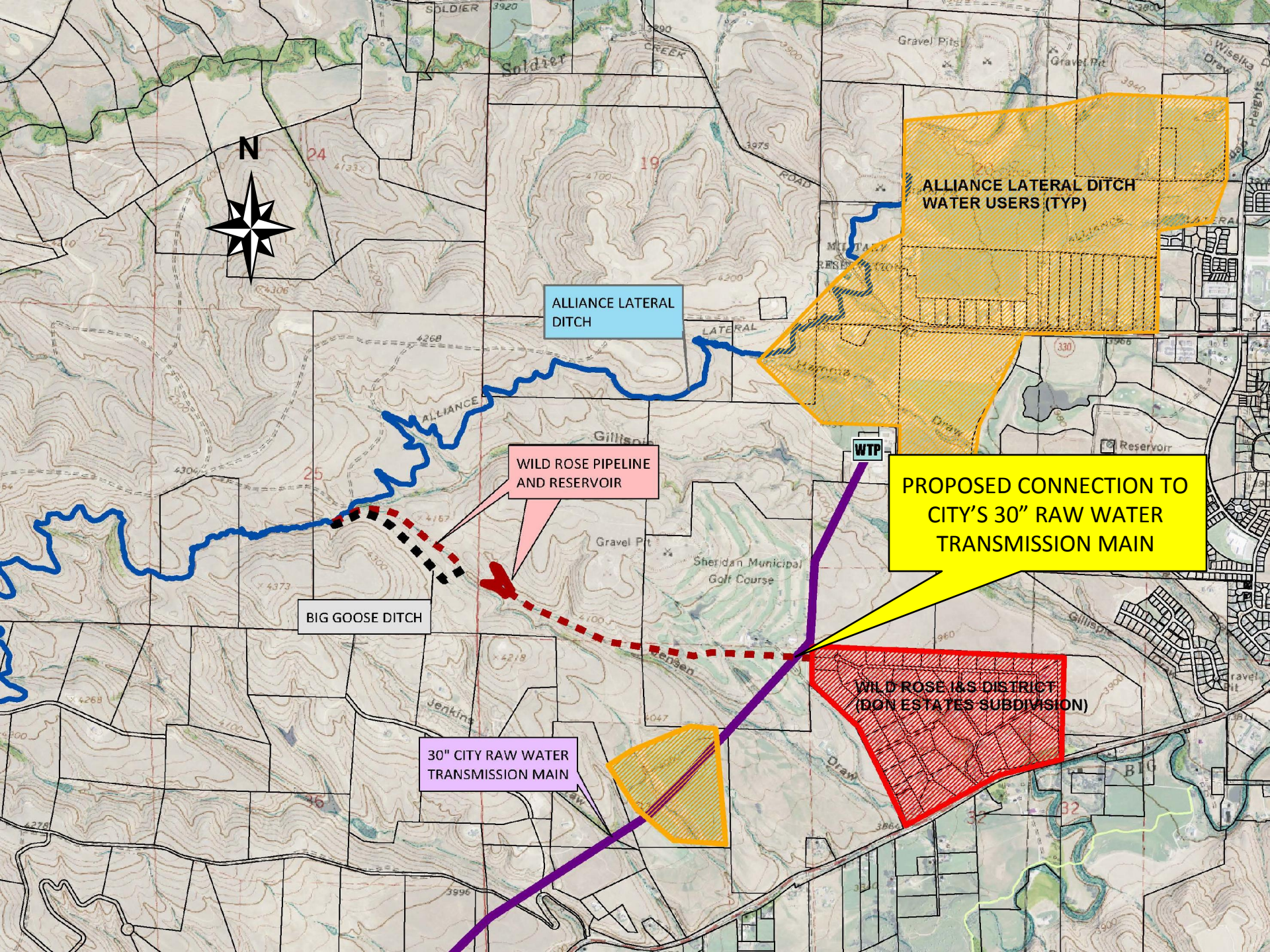
WILD ROSE WATER IMPROVEMENT AND SERVICE DISTRICT

Dated this 1ST day of FEBRUARY, 2019.

By: _____ Chairman

ATTEST:

_____ Secretary/Treasurer.
Secretary


N
ALLIANCE LATERAL DITCH WATER USERS (TYP)
ALLIANCE LATERAL DITCH
WILD ROSE PIPELINE AND RESERVOIR
WTP
PROPOSED CONNECTION TO CITY'S 30" RAW WATER TRANSMISSION MAIN
BIG GOOSE DITCH
WILD ROSE I&S DISTRICT (DON ESTATES SUBDIVISION)
30" CITY RAW WATER TRANSMISSION MAIN
Gravel Pits
Sheridan Municipal Golf Course
Reservoir

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:	Consideration of Resolution #6-19 Authorizing Implementation of a Public Opinion Poll on Fluoridation of Sheridan's Drinking Water - Utilities Director Dan Roberts
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	02/14/2019

Recommendation:

Staff recommends City Council's approval of Resolution 06-19 authorizing the implementation of a public opinion poll regarding the continuation of fluoridating the drinking water provided to City of Sheridan (City), Sheridan Area Water Supply Joint Powers Board (SAWSJPB) and Downer Neighborhood Improvement and Service District (DNISD) customers.

Background:

Sheridan has been adding fluoride to its drinking water since January 2015. It has been added to provide optimal concentration of .7 ppm (parts per million) as recommended by the Center of Disease Control, American Dental Association and World Health Organization.

Sheridan's water system serves as a regional system providing drinking water to customers within SAWSJPB and DNISD. The City is the operator of the entire system and holds the Public Water Supply Number for the system issued to us by the Environmental Protection Agency; which, allows us to operate our drinking water system and holds the City of Sheridan responsible for the quality of the water delivered to system customers. Sheridan's water system is interconnected so extensively that we do not have the ability to provide different forms of treated water to select customers. As such, the water the City produces for itself is the same water that the customers within the SAWSJPB and DNISD will receive.

As the Mayor and City Council consider options to obtain the public's opinion on whether or not the City should continue fluoridating its drinking water, it's important to understand that whatever is ultimately decided, it will affect the entire water system and all the customers it serves.

Staff has developed a plan for City Council to obtain the opinion of the public, on the issue of fluoridation, through a statistically valid, secure and reliable public opinion poll. This option was presented to City Council and discussed during their February 11th Study Session; at which time, City Council deemed it appropriate to move forward with presenting Resolution 06-19 for their consideration at the February 19th Regular Council Meeting.

The following outlines that plan for City Council's consideration:

- Utilizing the City's utility billing process, mail an opinion poll to all addresses served by the Sheridan water system. This consists of a total of 12,353 residences and businesses 10,113 of which are Sheridan residences, apartment tenants, tenants in multi-family complexes, trailer park residents and businesses; 2,023 SAWSJPB residences and multi-family tenants; and, 217 DNISD residences.

- The poll would include a letter of explanation along with a detachable, non-reproducible questionnaire and a postage paid iness reply mail return envelope addressed to a third party professional firm that will independently receive, validate, tabulate and confirm the results. This professional firm will report the results to City Council during a regularly scheduled meeting. A copy of the letter and detachable questionnaire is attached.
- The poll would consist of one question: "Shall the City of Sheridan Continue to Fluoridate Your Drinking Water?" Y/N

The cost to conduct the public opinion poll is estimated at $11,950 based upon producing and sending all 12,353 mailings and obtaining a 50% return. A higher rate of return will increase costs for return mailing at a rate of $.61 for each additional poll returned.

The proposed timeline for conducting the poll is dictated by the goal of having the public opinion results presented to City Council prior to the City's budget approval process. In order to achieve that goal, the following timeline is fairly static:

ACTIVITY	DATE
Poll Mailed to Water Customers	March 11, 2019 - April 1, 2019
Deadline for Acceptance of Polls	April 22, 2019 at 5:00 p.m. (MST)
Tabulation and Compilation of Polls	April 23, 2019 - April 30, 2019
Present Poll Results to City Council (Regular Meeting)	May 6, 2019

Attached for City Council's consideration and approval is Resolution 06-19. Upon the Mayor and City Council's approval of Resolution 06-19, the City will begin the public opinion poll process as referenced on the above timeline.

Funding:

The cost to conduct the public opinion survey will be deducted from the Administration Professional Services Account within the Water Fund and shall be allocated as follows:

- Water Fund - 51.6340.4660.0000

Thank you for your consideration.

Attachments

Resolution 06-19

Sample of Public Opinion Poll

RESOLUTION 06-19

A Resolution authorizing the implementation of a public opinion poll regarding the continuation of fluoridating the drinking water provided to City of Sheridan, Sheridan Area Water Supply and Downer Neighborhood Improvement and Service District customers.

WHEREAS, the City of Sheridan fluoridates its potable water supply at a concentration of .7 ppm (parts per million); and

WHEREAS, Fluoride is not required by Ordinance, Statute or Federal Rule, Law, or Order to be added to the City of Sheridan drinking water supply; and

WHEREAS, City Council believes it is in the best interest of the City of Sheridan's residents that the decision to place fluoride into Sheridan's drinking water supply be determined through a public opinion poll issued to its customers, the Sheridan Area Water Supply Joint Powers Board (SAWSJPB) customers, and Downer Neighborhood Improvement and Service District (DNISD) customers; and

WHEREAS, City Council intends to accept the result of the mailed poll.

THEREFORE, City of Sheridan City Council hereby declares that:

1. The following question shall be presented through a public opinion poll to all addresses served by Sheridan's water system specifically including those customers containing addresses within the City of Sheridan, SAWSJPB and DNISD:

    a. "Shall the City of Sheridan continue to fluoridate your drinking water? "Yes or No".

2. The City of Sheridan shall enter into a contract with an independent third party firm which:

    a. Shall directly receive the public opinion poll responses via a postage paid business reply mail return envelope provided to each residence, business, and water account holder in the City of Sheridan, SAWSJPB and DNISD;

    b. Shall certify and tabulate the final poll results; and

    c. Shall publicly report the poll results to City Council .

PASSED, APPROVED and ADOPTED this _____ day of _____, 2019.

_____
Roger Miller, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

Dear Resident:

The City of Sheridan is conducting a confidential poll from water customers within the City of Sheridan, Sheridan Area Water Supply Joint Powers Board (SAWSJPB) and Downer Neighborhood Improvement and Service District (DNISD) on the important topic of fluoridation.

The Mayor and City Council would like to know if you are in favor of having fluoride added to your drinking water. Sheridan's drinking water is currently fluoridated through the addition of fluoride. The question being asked in this poll is worded to determine whether or not you want the City to continue with fluoridation, so please read the question carefully and respond according to your wishes.

All responses must be received on or before April 22nd at 5:00 p.m. (MST). Final results of the poll will be presented to City Council on May 6, 2019.

Established through Resolution 06-19, which was passed by City Council on February 19, 2019, the City Council intends to honor the results of this public opinion poll and keep fluoridating or stop fluoridating based on the public's prevailing opinion, so your vote is very important.

Your vote has been assigned a unique number. Please retain this portion of the poll for verification purposes. If you have questions regarding the poll, please contact the City of Sheridan Utilities Department at (307) 674-6483.

Thank you for your time. We look forward to an outstanding response from our community!

Sincerely,

City of Sheridan

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Shall the City of Sheridan continue to fluoridate your drinking water?

Yes ☐ **No** ☐

Please mark the appropriate box below:

Business ☐ Residence ☐

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:	Consideration of Award to DOWL for the East 5th Street Corridor Design - Public Works Director Lane Thompson
From:	Lane Thompson, Public Works Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	12/04/2018