AGENDA
CITY OF SHERIDAN
MAY 20, 2019
REGULAR COUNCIL MEETING START 7:00 P.M.

1. Call to Order

2. Pledge of Allegiance

3. Invocation to be given by Joe Glover with Mountain Alliance Church.

4. Roll Call of Members

5. Consideration of Agenda

6. Public Hearings

   A. Public Hearing for Resolution #18-19 for Caramel Estates Minor Subdivision - Community Development Director Brian Craig

      i. Consideration of the Approval of Resolution #18-19 for Caramel Estates Minor Subdivision

   B. Public Hearing for Resolution #19-19 for Haskett County Subdivision - Community Development Director Brian Craig

      i. Consideration of the Approval of Resolution #19-19 for Haskett County Subdivision

   C. Public Hearing for the Consideration of La Herradura Restaurant Liquor License #6 - City Clerk Cecilia Good

      i. Consideration of Restaurant Liquor License #6 - La Herradura LLC

7. Consent Agenda

   A. Minutes of Regular Council Meeting May 6th, 2019

   B. Minutes of Special Council Meeting May 13th, 2019

   C. Claims

8. Staff Update

A. Golf Course Equipment Inventory and Replacement Schedule - Public Works Director Lane Thompson

B. Sales & Use Tax Presentation - City Treasurer Karen Burtis

C. Main Street Reconfiguration Test Update - Public Works Director Lane Thompson and Community Development Director Brian Craig

9. Community Update

A. Compass Center for Families/CASA - Executive Director Susan Carr

B. Recognition of Community Cleanup Volunteer Groups and Trees for Trash Overview - Utilities Director Dan Roberts

OLD BUSINESS

10. Consideration of the Second Reading of Ordinance #2201 Amending City of Sheridan Tree Code - Public Works Director Lane Thompson

NEW BUSINESS

11. Consideration of Resolution #25-19 Amending the Public Records Request Policy - City Clerk Cecilia Good

12. Consideration of a 3-Year Professional Services Agreement with Trihydro Corporation for Landfill Monitoring and Reporting Services - Utilities Director Dan Roberts

13. Council Comments and Requests for Future Agenda Items

14. Comments from the Public

15. Adjournment

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:	Public Hearing for Resolution #18-19 for Caramel Estates Minor Subdivision - Community Development Director Brian Craig
From:	Brian Craig, Community Development Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	04/22/2019

Recommendation:

Staff recommends approval of Resolution #18-19, the Caramel Minor Subdivision, a request to replat 1.13 acres from 5 lots and a vacated alley into 4 lots, located 725, 727, and 729 W. Burkitt St. and the south side of W. Works adjacent to the Big Goose Creek.

Planning Commission Action: At their regular meeting on May 13, 2019, The City of Sheridan Planning Commission recommended approval of Resoution #18-19.

Potential Findings of Fact:

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

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

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

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

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

E. No subdivision shall be approved within the corporate limits of the City of Sheridan, or one mile thereof, unless City Public Works staff concludes that an adequate long-term water supply exists to support the proposed use and density of the subdivision In accordance with City adopted policy. City elected officials

acting as Council representatives on other boards or committees that review development shall likewise consider long-range water supply in making any determination.

Discussion:
Staff offers the following comments on final plat required findings:

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

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

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

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

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

Proposed Lots 1A, 1B and 2A will be less than the required 60 feet of frontage, but will be at a minimum 51 feet wide. Staff has no objections to this request and believes that a reasonable street frontage is retained with the proposed plat. A variance request letter has been provided with the application.

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

This proposed subdivision is outside of the Airport influence area.

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

Water and sewer is readily available to all the lots.

Staff has no further comments at this time.

Background:
This proposed subdivision application seeks to create four new lots from an existing five lots and a vacated alley. Normally this plat would be considered an administrative replat, but due to an accompanying variance request from the minimum lot width this proposed final plat is being considered as a minor subdivision. Lot 3A is the largest of the proposed lots and also encompasses the only structures in the existing subdivision. The proposal is to retain the existing structures on Lot 3A and to preserve Lots 1A, 2A, and 1B for future developable R-1 zoned lots.

Direct notification was sent to 41 property owners, in addition to newspaper notification. To date, no formal responses have been received, but several inquires have been made; no indication of support or opposition was

made during those inquires.

Attachments

final plat
site plan
aerial
Resolution #18-19



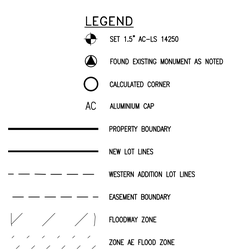
LOCATION MAP

SCALE: 1"=500'

FINAL PLAT OF

CARAMEL ESTATES

BEING A RESUBDIVISION OF LOTS 1,9,10,11,12 AND A PORTION OF LOTS 2 AND 8, AND A PORTION OF VACATED ALLEY THROUGH BLOCK 12, WESTERN ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, LOCATED IN THE NE¼SW¼, SECTION 27, T56N, R84W, 6TH P.M., CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING



DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED PATRICK J. SCHILLING AND MARY E. SCHILLING, BEING THE OWNERS, PROPRIETORS OR PARTIES OF INTEREST IN THE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY:

THAT THE FOREGOING PLAT DESIGNATED AS CARAMEL ESTATES, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE¼SW¼), SECTION 27, T56N, R84W, 6TH P.M., SHERIDAN COUNTY WYOMING, BEING A RESUBDIVISION OF LOTS 9,10,11,12,1 AND THE EAST 13 FEET OF LOT 2 AND ALL EXCEPT THE WEST 20.28 FEET OF LOT 8, BLOCK 12, AND A PORTION OF VACATED ALLEY THROUGH BLOCK 12, WESTERN ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 7, WESTERN ADDITION, BEING MONUMENTED WITH AN ALUMIMUM CAP PER LS 102; THENCE S 70°15'47" E, 197.86' TO A POINT LYING N 89°44'56" W, 13.32' FROM THE NORTHWEST CORNER OF LOT 1, WESTERN ADDITION, SAID POINT BEING THE POINT OF BEGINNING; THENCE S 89°44'56" E, 103.32' TO THE NORTHEAST CORNER OF LOT 1, WESTERN ADDITION; THENCE S 15°18'53" E 129.32' TO THE SOUTHEAST CORNER OF LOT 1, WESTERN ADDITION; THENCE S 57°03'07" E, 29.66' TO THE NORTHEAST CORNER OF LOT 12, WESTERN ADDITION; THENCE S 21°37'40" E, 132.77' TO THE SOUTHEAST CORNER OF LOT 12, WESTERN ADDITION; THENCE N 89°49'51" W, 279.49' TO A POINT LYING N 61°27'56" E, 137.42' FROM THE NORTHWEST CORNER OF BLOCK 13, WESTERN ADDITION; THENCE N 00°23'15" E, 131.83'; THENCE S 89°41'42" E, 66.40'; THENCE N 00°23'09" E, 132.45' TO THE POINT OF BEGINNING, CONTAINING 1.13 ACRES MORE OR LESS,

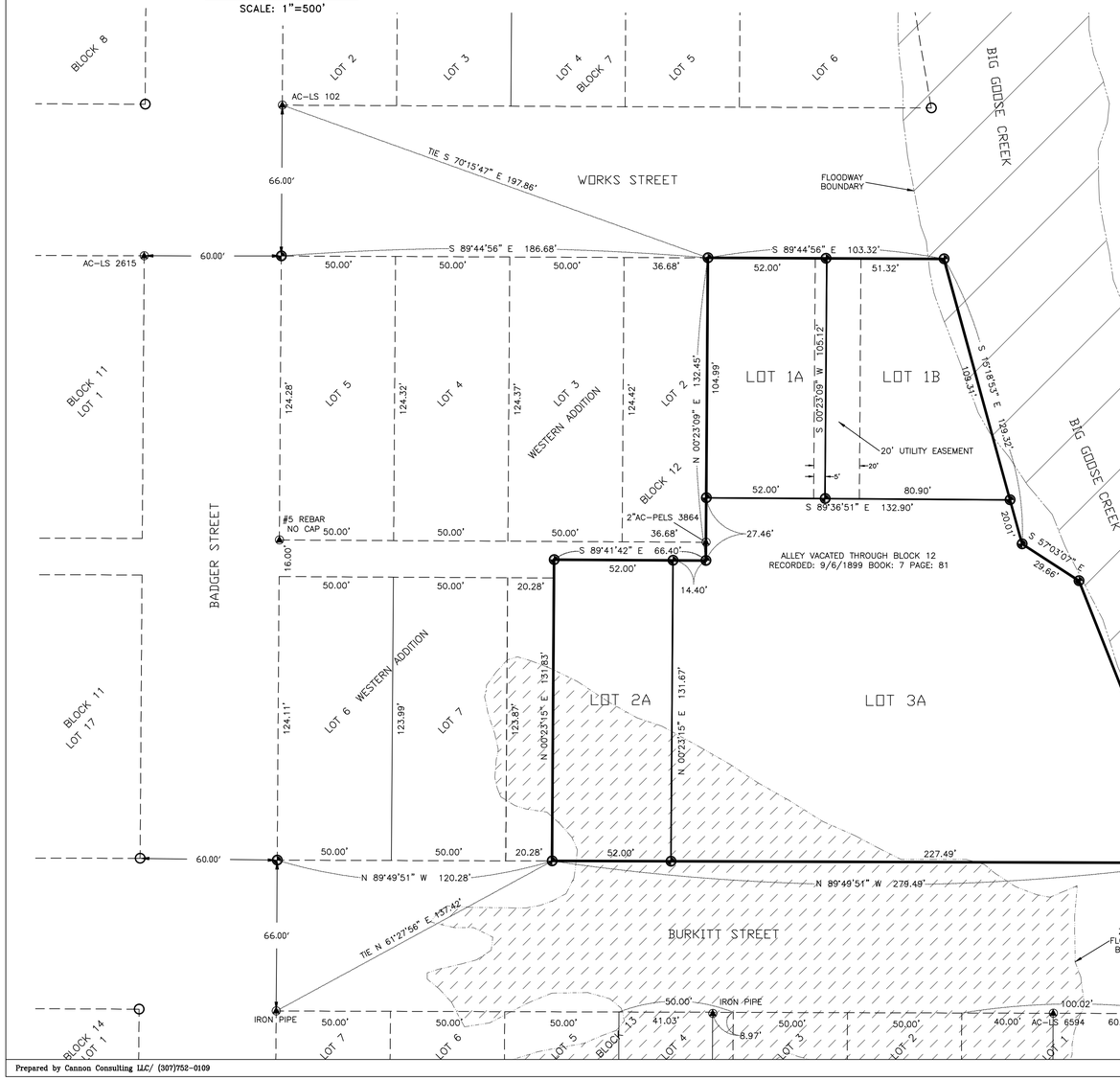
SUBJECT TO ALL LEASES, EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND ENCUMBRANCES OF RECORD, AND

THAT THIS SUBDIVISION, AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S); AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS, AND

THAT THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DOES (DO) HEREBY DEDICATE TO THE CITY OF SHERIDAN AND ITS LICENSEES FOR PUBLIC USE FOR THE INDICATED PURPOSES, ALL STREETS, ALLEYS, EASEMENTS AND OTHER PUBLIC LANDS WITHIN THE BOUNDARY LINES OF THE PLAT, AS INDICATED, AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE.

UTILITY EASEMENTS, AS DESIGNATED ON THIS PLAT, ARE HEREBY DEDICATED TO THE CITY OF SHERIDAN AND ITS LICENSEES FOR PUBLIC USE FOR THE PURPOSE OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SEWERS, WATERLINES, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC.

EXECUTED THIS _____ DAY OF _____, 2019.



PATRICK J. SCHILLING

STATE OF WYOMING)
):SS
COUNTY OF SHERIDAN)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ FOR _____ THIS _____ DAY OF _____, 2019.
WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES: _____.

NOTARY PUBLIC

MARY E. SCHILLING

STATE OF WYOMING)
):SS
COUNTY OF SHERIDAN)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ FOR _____ THIS _____ DAY OF _____, 2019.
WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES: _____.

NOTARY PUBLIC

THE UNDERSIGNED FIRST INTERSTATE BANK, HEREINAFTER MORTGAGEE, HOLDS A MORTGAGE IN AND TO THE PROPERTY EMBRACED BY THIS SUBDIVISION PLAT, WHICH MORTGAGE WAS FILED WITH THE CLERK OF SHERIDAN COUNTY AND EX-OFFICIO RECORDER OF DEEDS IN BOOK 971 OF MORTGAGES, AT PAGE 95. MORTGAGEE, BY SIGNATURE ON THIS PLAT, CONSENTS TO THE DEDICATIONS MADE HEREIN AND SPECIFICALLY RELEASES ALL STREETS, ALLEYS, PARKS, EASEMENTS, OPEN SPACES AND OTHER AREAS DEDICATED TO THE CITY OF SHERIDAN FOR PUBLIC USE, AS LISTED AND DESCRIBED ON THIS PLAT, FROM THE AFOREMENTIONED MORTGAGE.

(FIRST INTERSTATE BANK)

STATE OF WYOMING)
):SS
COUNTY OF SHERIDAN)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ FOR _____ THIS _____ DAY OF _____, 2019.
WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES: _____.

NOTARY PUBLIC

THE UNDERSIGNED COWBOY STATE BANK, HEREINAFTER MORTGAGEE, HOLDS A MORTGAGE IN AND TO THE PROPERTY EMBRACED BY THIS SUBDIVISION PLAT, WHICH MORTGAGE WAS FILED WITH THE CLERK OF SHERIDAN COUNTY AND EX-OFFICIO RECORDER OF DEEDS IN BOOK 985 OF MORTGAGES, AT PAGE 506. MORTGAGEE, BY SIGNATURE ON THIS PLAT, CONSENTS TO THE DEDICATIONS MADE HEREIN AND SPECIFICALLY RELEASES ALL STREETS, ALLEYS, PARKS, EASEMENTS, OPEN SPACES AND OTHER AREAS DEDICATED TO THE CITY OF SHERIDAN FOR PUBLIC USE, AS LISTED AND DESCRIBED ON THIS PLAT, FROM THE AFOREMENTIONED MORTGAGE.

(COWBOY STATE BANK)

STATE OF WYOMING)
):SS
COUNTY OF SHERIDAN)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ FOR _____ THIS _____ DAY OF _____, 2019.
WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES: _____.

NOTARY PUBLIC

CERTIFICATE OF APPROVAL

CITY OF SHERIDAN PLANNING COMMISSION

REVIEWED BY THE CITY OF SHERIDAN PLANNING COMMISSION THIS ____ DAY OF _____, 2019.

ATTEST: VICE CHAIRMAN _____ CHAIRMAN _____

CITY COUNCIL OF SHERIDAN

APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN, WYOMING THIS ____ DAY OF _____, 2019.

ATTEST: CITY CLERK _____ MAYOR _____

DECLARATION VACATING PREVIOUS PLATTING

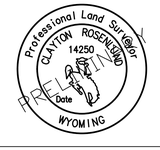
THIS PLAT IS THE RE-SUBDIVISION OF (LOTS 9,10,11,12,1 AND THE EAST 13 FEET OF LOT 2 AND ALL EXCEPT THE WEST 20.28 FEET OF LOT 8, BLOCK 12, AND A PORTION OF VACATED ALLEY THROUGH BLOCK 12), WESTERN ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, AS RECORDED IN PLAT BOOK W PAGE 1 OF THE RECORDS OF THE SHERIDAN COUNTY CLERK. ALL EARLIER PLATS OR PORTIONS THEREOF ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE HEREBY VACATED.

CERTIFICATE OF SURVEYOR

I, CLAYTON P. ROSENLUND, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF CARAMEL ESTATES, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT THIS PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY CONDUCTED BY ME OR UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF ALL LOTS, EASEMENTS, AND STREETS OF SAID SUBDIVISION IN COMPLIANCE WITH CITY OF SHERIDAN REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

CLAYTON P. ROSENLUND
REGISTERED LAND SURVEYOR
NO._____14250_____.

Cannon Consulting LLC
Making every shot count
201 E 5TH ST
SHERIDAN, WYOMING 82801



NOTES:

1) PORTIONS OF LOT 2A AND 3A, CARAMEL ESTATES ARE LOCATED WITHIN ZONE AE OF THE FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 560044, MAP NUMBER 56033C0762E, EFFECTIVE DATE JANUARY 1, 2014. STRUCTURE ELEVATIONS ARE TO BE A MINIMUM OF 1 FOOT ABOVE THE BASE FLOOD ELEVATION.

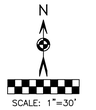
2) ALL NEW CONSTRUCTION, REMODELING, ADDITIONS OR REPAIRS TO ANY PUBLIC OR PRIVATE BUILDINGS WITHIN THE SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT BUILDING STANDARDS OF THE CITY OF SHERIDAN.

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 _____, 2019 AND IS DULY RECORDED IN PLAT BOOK _____ ON PAGE _____. (OR AS PLAT NO._____)

COUNTY CLERK _____ STAMP RECEIVING NUMBER _____



BASIS OF BEARINGS IS
US STATE PLANE, NAD 83
WYOMING EAST CENTRAL ZONE
DISTANCES ARE GROUND (US SURVEY FEET)
PAF:1.000235

RECORD OWNER:

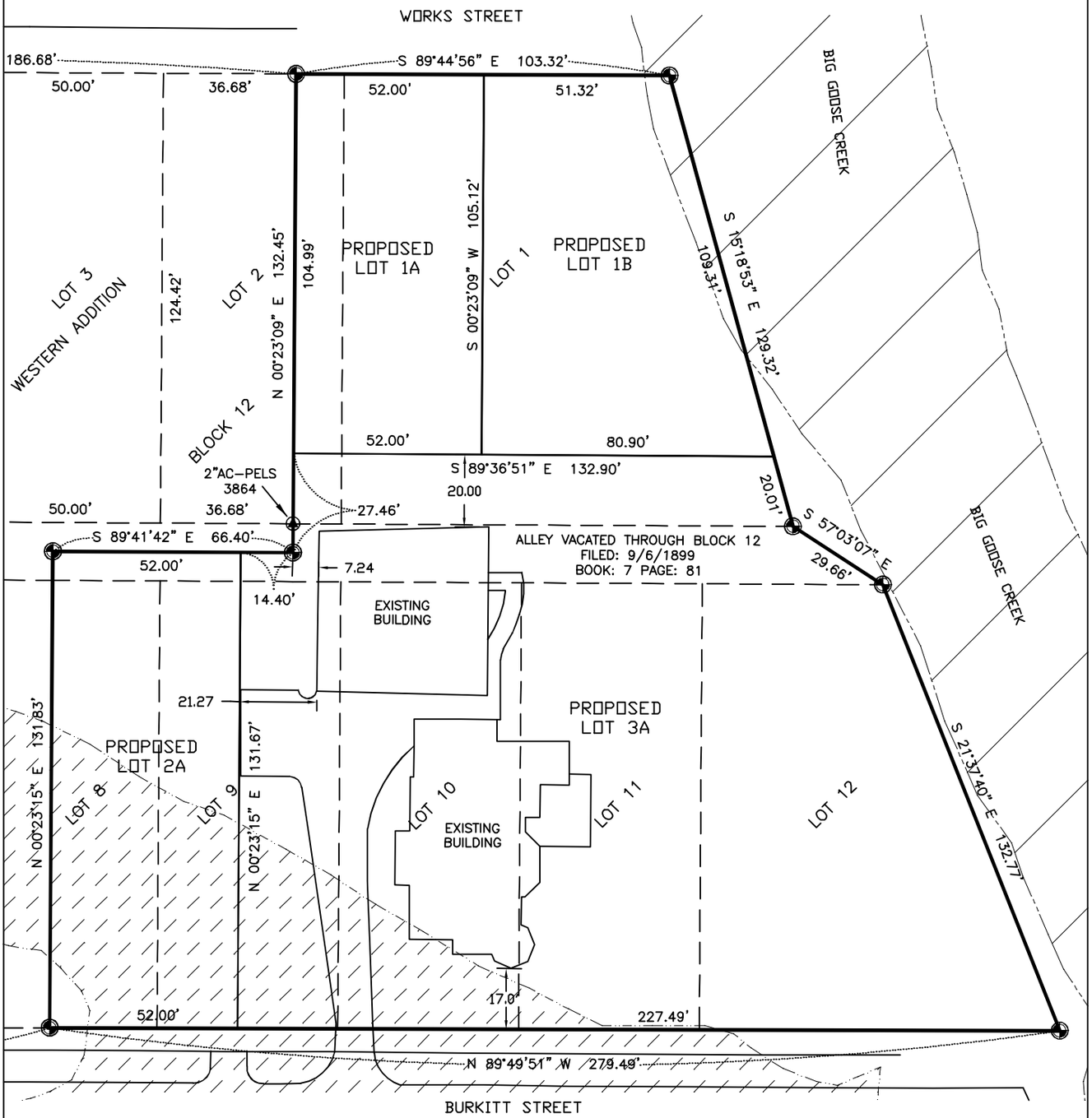
PATRICK AND MARY SCHILLING
725 W BURKITT ST.
SHERIDAN, WYOMING 82801

Prepared by Cannon Consulting LLC/ (307)752-0109

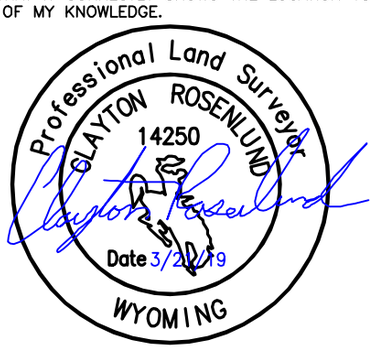
DATE PREPARED MARCH 27, 2019

EXHIBIT OF SURVEY

LOTS 1,9,10,11,12 AND A PORTION OF LOTS 2 AND 8, ALL LOTS IN BLOCK 12,
AND A PORTION OF VACATED ALLEY THROUGH BLOCK 12,
OF WESTERN ADDITION SUBDIVISION,
LOCATED IN THE NE¼SW¼, SECTION 27, T56N, R84W, 6TH P.M.,
SHERIDAN COUNTY, WYOMING
CONTAINING 1.13 ACRES MORE OR LESS



SURVEYOR'S CERTIFICATE:
I, CLAYTON P. ROSENLUND DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM AN ACTUAL FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT IT CORRECTLY SHOWS THE LOCATION TO THE BEST OF MY KNOWLEDGE.



LEGEND

- SET 1.5" AC-LS 14250
- FOUND EXISTING MONUMENT AS NOTED
- CALCULATED CORNER
- AC ALUMINIUM CAP
- PROPERTY BOUNDARY
- NEW LOT LINES
- WESTERN ADDITION LOT LINES
- EASEMENT BOUNDARY
- FLOODWAY ZONE
- ZONE AE FLOOD ZONE

N

SCALE: 1"=50'

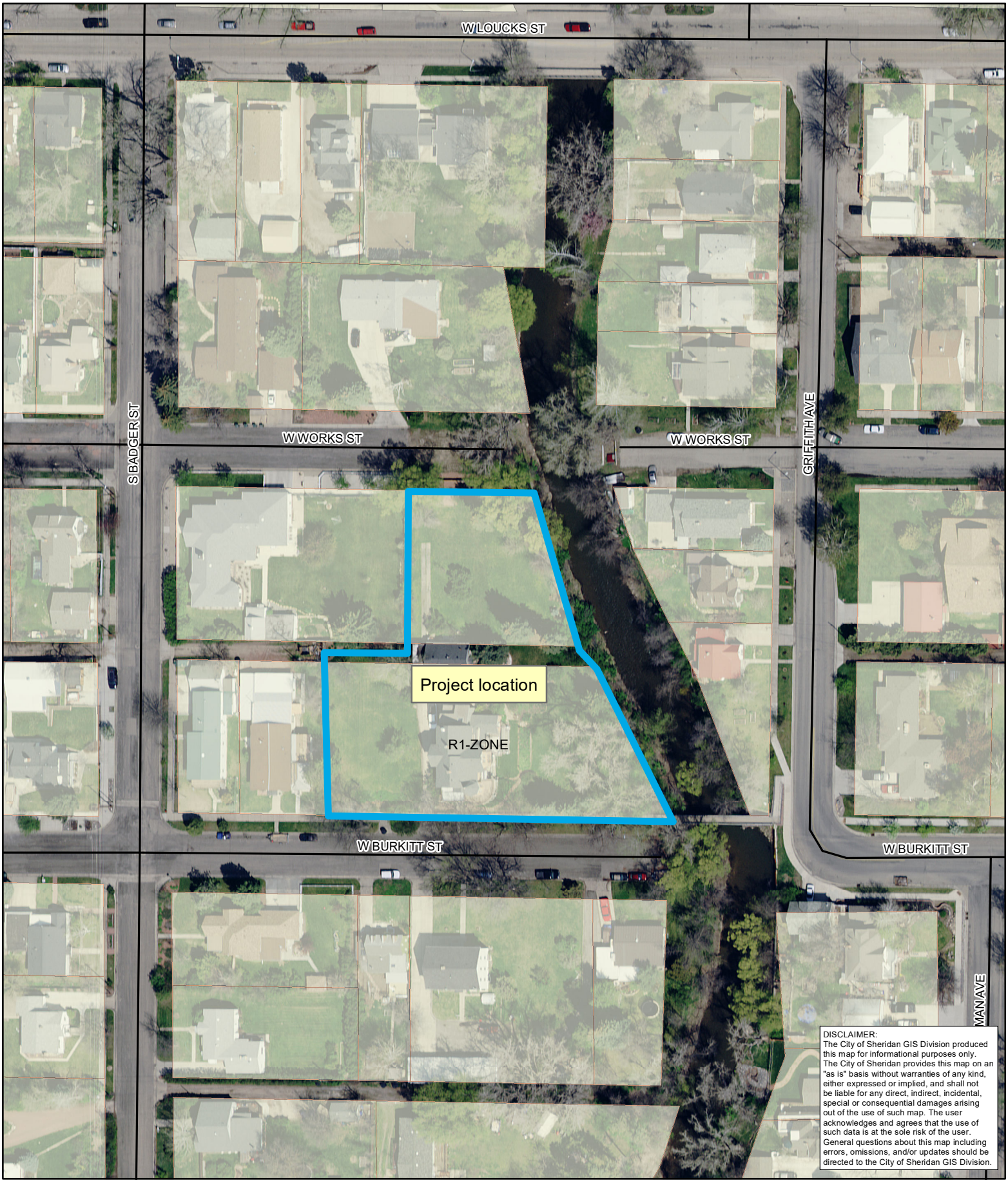
BASIS OF BEARINGS ARE
US STATE PLANE, NAD 83 WYOMING
EAST CENTRAL ZONE
DISTANCES ARE GROUND
(US SURVEY FEET)
PAF:1.000235

FOR:

PATRICK AND MARY SCHILLING
SHERIDAN, WYOMING

DATE: 3/21/19

Prepared by Cannon Consulting LLC (307) 752-0109



CITY OF Sheridan WYOMING

Caramel Estates Subdivision

N

0 25 50 100 Feet

Name: sgoodman Date: 04/17/2019

CITY OF SHERIDAN
RESOLUTION 18-19

A RESOLUTION approving PL 19-6, the final plat of the Caramel Minor Subdivision, a request to replat 1.13 acres from 5 lots, portions of 2 lots and a vacated alley into 4 lots located at 725, 727, and 729 W. Burkitt Street including the south side of W. Works adjacent to Big Goose Creek, zoned R-1 Residence District.

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

WHEREAS, all applicable requirements for a final plat, have been met and all documents meet the applicable requirements in Appendix B (Subdivision Regulations) with the exception of the variance from Sheridan City Code Appendix B §505(C)(1) requiring R-1 zoned lots to be a minimum of sixty feet (60') in width at the front setback line ; and

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

Caramel Minor Subdivision, a request to replat 1.13 acres from 5 lots, portions of 2 lots and a vacated alley into 4 lots located at 725, 727, and 729 W. Burkitt Street including the south side of W. Works adjacent to Big Goose Creek

Is hereby approved by vote of the City of Sheridan's City Council with the following variance:

1. A variance from the sixty feet (60') width at the front setback line requirement for R-1 Residence District lots found in Sheridan City Code Appendix B §505(C)(1).

In approving the variance the City Council finds the following in accordance with SCC Appendix B §204(A).

1. The granting of the variance will not be detrimental to the public safety, health or welfare, or be injurious to other property;

2. The conditions upon which the request for a variance is based are unique to the property for which the variance is sought and are not applicable generally to other property in the area; or because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out;

3. The variance is necessary for reasonable development of the property in question and will alleviate a clearly demonstrable hardship.

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

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

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

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

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

PASSED, APPROVED, AND ADOPTED this 20th day of May, 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

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

Planning

MEMORANDUM

Project Name:	Public Hearing for Resolution #19-19 for Haskett County Subdivision - Community Development Director Brian Craig
From:	Brian Craig, Community Development Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	04/22/2019

Recommendation:

Staff recommends the City Council approve Resolution #19-19, granting approval of the final plat for Haskett Minor Subdivision, a joint City-County subdivision Dividing 9.09 acres from one tract into 2 lots. Zoning in the county as Commercial 2 (C2). Located at 5211 and 5223 Coffeen Ave.

Sheridan County Planning and Zoning Commission Action: The Sheridan County Planning and Zoning Commission recommended approval of the Haskett Minor Subdivision during their regular meeting on May 2, 2019.

Potential Findings of Fact:

The City Council is required to make the following findings in considering approval of any final plat per SCC Appendix B§202:

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

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

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

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

5. No subdivision shall be approved within the corporate limits of the City of Sheridan, or one mile thereof, unless City Public Works staff concludes that an adequate long-term water supply exists to support the

proposed use and density of the subdivision In accordance with City adopted policy. City elected officials acting as Council representatives on other boards or committees that review development shall likewise consider long-range water supply in making any determination.

Discussion:

There are five conditions which must be satisfied as part of subdivision approval. They are with staff commentary:

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

There is an existing pre-annexation agreement on record and is it is filed with the County Recorders' Office.

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

Again, a preannexation agreement is on file with the County Recorder's Office.

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

The property is presently zoned C-2 Commerical. As mentioned above, the residential lot meets the subdivision regulations for the City's R-1 zoning regulations and the storage meets B-2 Business, which would be convenient if this subdivision were ever to be annexed into the City.

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

The proposed subdivision falls outside of the Airport Influence Area, so this requirement would not apply.

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

City utility staff evaluated these lots as part of the review process, this developed property is already served by adequate water and sewer service. There are no further comments at this time.

Background:

The property owners, James and Brenda Haskett, have requested to divide their 9.09 acre tract located at 5211 and 5223 Coffeen Ave. into 2 lots. Since the proposed subdivision is within one mile of the City limits, the plat must be approved by the City Council as well as the County Commissioners.

The property is currently developed and served with the necessary utilities. The applicants are proposing to separate the single-family home from the commerical storage units.

The property is zoned in the County as Commercial 2 (C2). The proposed Lot 1 will meet City R-1 Resdential zoning requirements if it were ever to be annexed into the city; Lot 2 similarly would fall comfortably into B-2 Business zoning requirements if it were ever annexed into the City. No additional development is intended as a

result of this proposed plat.

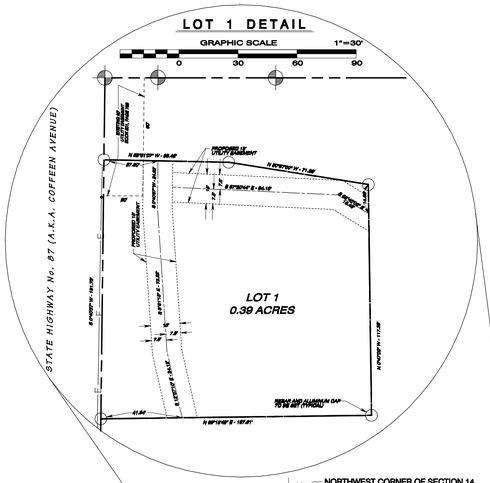
Attachments

final plat
site plan
aerial
Resolution 19-19

HASKETT MINOR SUBDIVISION

being a REPLAT of TRACT ONE, FLEMING MINOR SUBDIVISION
LOCATED IN THE SE¼NW¼ and NE¼SW¼ of SECTION 14,
TOWNSHIP 55 NORTH, RANGE 84 WEST of the SIXTH PRINCIPAL MERIDIAN
SHERIDAN COUNTY, WYOMING
CONTAINING 2 LOTS
9.09 ACRES

LOT 1 DETAIL



10 11 15 14 NORTHWEST CORNER OF SECTION 14
TOWNSHIP 55 NORTH, RANGE 84 WEST
NORTHING: 1,876,848.98
EASTING: 1,411,709.29

TOWNSHIP 55 NORTH
RANGE 84 WEST

TIE S 87°09'41" E 2,917.42'

* SEE LOT 1 DETAIL

EXISTING ACCESS IDENTIFIED IN WYDOT ACCESS INVENTORY AS "MILE MARKER 27.49 LEFT - COMMERCIAL". NO FURTHER ACTION NECESSARY.

CERTIFICATE of OWNERS

The above or foregoing subdivision, being a replat of Tract 1 of Fleming Minor Subdivision in Sheridan County, Wyoming, as appears on this plat, is with free consent, and in accordance with the desires of the under-signed owners and proprietors; containing 9.09 acres more or less; have by these presents laid out, and surveyed as Haskett Minor Subdivision, and do hereby dedicate and convey to and for the public use forever hereafter the streets as are laid out and designated on this plat; and do also reserve perpetual easements for the installation and maintenance of utilities and for irrigation and drainage facilities as are laid out and designated on this plat hereby releasing and waiving all Homestead Rights.

Executed this _____ day of _____, 2019, by:

_____ (BRENDA L. HASKETT (owner))

_____ (JAMES E. HASKETT (owner))

State of Wyoming } ss
County of Sheridan }

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by James E. Haskett and Brenda L. Haskett.

_____ (NOTARY PUBLIC)

My commission expires: _____.

Also executed by:

The undersigned First Interstate Bank, hereinafter MORTGAGEE, holds a mortgage in and to the property embraced by this subdivision plat. MORTGAGEE, by his signature on this plat, consents to the dedications made herein and specifically releases all streets, alleys, parks, easements, open spaces and other areas dedicated to the Public for public use, as listed and described on this plat, from the aforementioned mortgage.

First Interstate Bank (Mortgagee)
by _____.

State of Wyoming } ss
County of Sheridan }

On this _____ day of _____, 2019, before me personally appeared _____ to me personally known who, being duly sworn, did say that he is the _____ of First Interstate Bank, 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 _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my notarial seal this _____ day of _____,2019.

_____ (NOTARY PUBLIC)

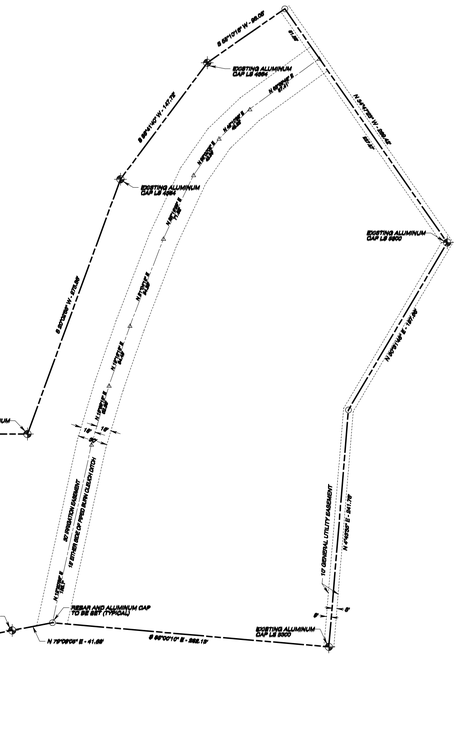
My commission expires: _____.

DETAIL

GRAPHIC SCALE 1"=60'
0 60 120 180

BASIS OF BEARING IS WYOMING STATE PLANE, EAST CENTRAL ZONE. COORDINATES ARE NAD 83.

PROPERTY IS ZONED C - 2.


S 89°10'19" W - 29.42'
EXISTING ALUMINUM CAP LS 6824
S 89°10'19" W - 157.72'
EXISTING ALUMINUM CAP LS 6824
N 89°57'58" W - 709.48'
EXISTING ALUMINUM CAP LS 6824
N 89°57'58" W - 71.82'
EXISTING ALUMINUM CAP LS 8817
S 89°09'09" W - 69.50'
EXISTING ALUMINUM CAP LS 8817
N 89°21'07" W - 69.42'
EXISTING ALUMINUM CAP LS 8817
S 89°09'09" W - 157.72'
EXISTING ALUMINUM CAP LS 8817
S 89°09'09" E - 671.94'
EXISTING ALUMINUM CAP LS 8817
EXISTING ALUMINUM CAP LS 8600
N 89°57'58" E - 868.19'
EXISTING ALUMINUM CAP LS 8600
N 79°08'09" E - 41.68'
EXISTING ALUMINUM CAP LS 8600
N 76°47'27" E - 148.48'
EXISTING REBAR
N 40°08'11" E - 88.72'
N 89°57'58" E - 157.61'
LOT 1
0.39 ACRES
LOT 2
8.70 ACRES
N 89°57'58" E - 157.61'
REBAR AND ALUMINUM CAP "PLS 8817 (TYPICAL)"
S 87°57'41" E - 15.00'
S 87°57'41" E - 84.10'
N 87°57'41" W - 15.00'
S 89°57'58" E - 84.10'
S 89°57'58" E - 69.48'
N 89°57'58" E - 157.61'
40' ACCESS EASEMENT (CENTERLINE OF FORMER MAIN CANAL DITCH)
10' GENERAL UTILITY EASEMENT
S 40°08'11" W - 88.72'
N 40°08'11" E - 94.72'
S 40°08'11" W - 94

STATE HIGHWAY No. 87 (A.K.A. COFFEEN AVENUE)

73' ROW

EXISTING ALUMINUM CAP LS 6812

EXISTING ALUMINUM CAP LS 4364

EXISTING ALUMINUM CAP LS 5300

S 89°59'05" W - 66.83'

N 89°51'07" W 63.42'

PROPOSED 15' UTILITY EASEMENT

EXISTING 60' COUNTY ROAD RIGHT-OF-WAY EASEMENT

S 0°40'37" W 41.97'

N 80°57'00" W - 71.92'

S 0°40'37" W - 131.75'

S 0°40'37" W - 121.90'

EDGE OF ASPHALT

RESIDENCE

LOT 1
0.39 ACRES

EAVE LINE

N 0°47'09" W - 117.38'

STORAGE/OFFICE BUILDING

N 89°15'48" E - 137.61'

REBAR AND ALUMINUM CAP TO BE SET (TYPICAL)

STORAGE BUILDING

N 89°56'36" E - 571.94'

N 89°57'23" W - 705.48'

LOT 2
8.70 ACRES

EXISTING REBAR

N 45°46'14" E - 95.78'

N 75°47'27" E - 142.45'

S 55°10'15" W - 96.06'

S 36°41'40" W - 142.72'

S 30°02'58" W - 275.88'

61.58'

N 34°47'58" W - 269.42'

527.47'

N 5°59'44" E 57.41'

N 5°59'44" E 43.00'

N 5°59'44" E 7.00'

N 11°59'44" E 64.00'

N 11°59'44" E 64.00'

N 11°59'44" E 64.00'

15'

15'

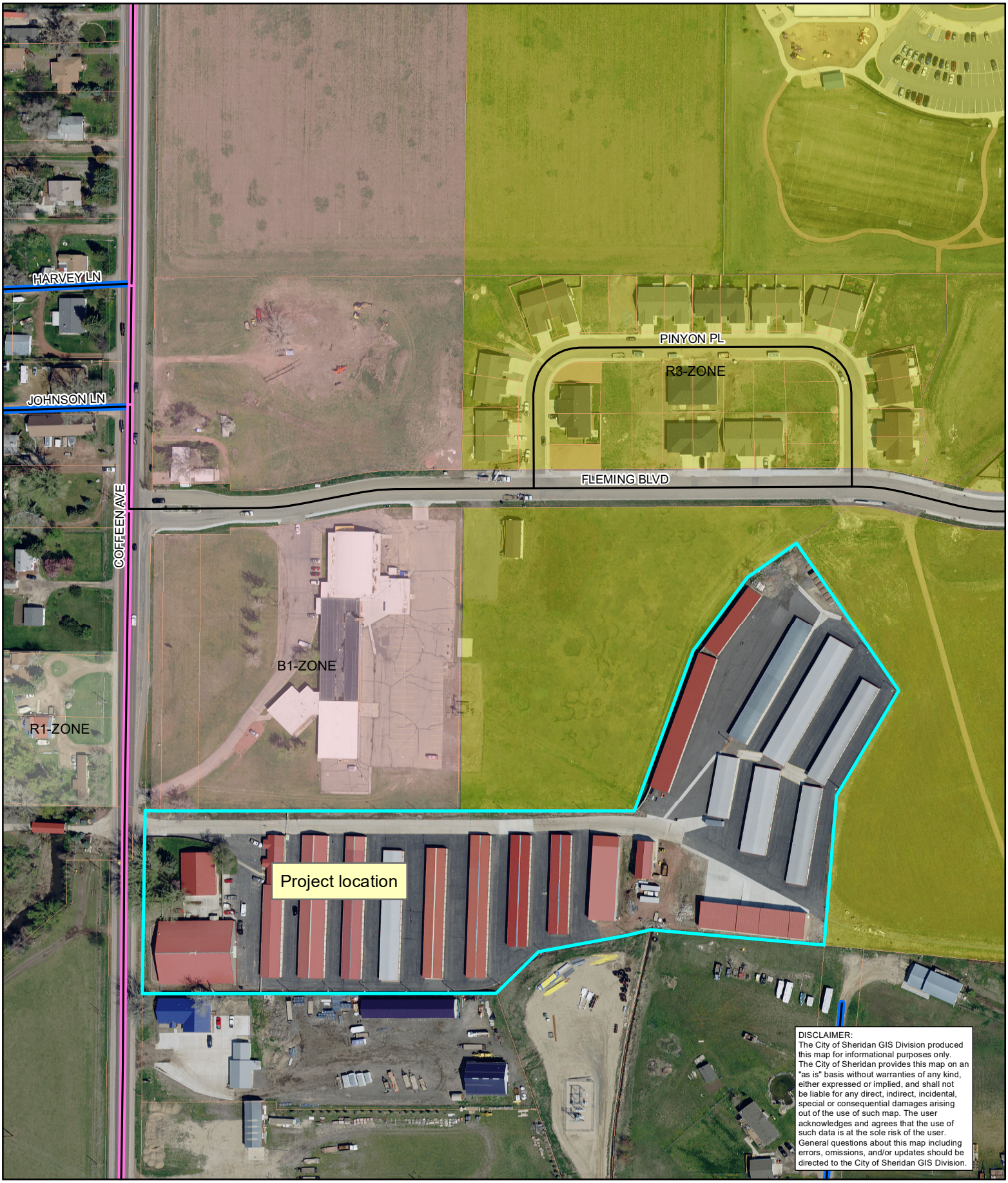
30' IRRIGATION EASEMENT

15' EITHER SIDE OF PIPED BURN CJEUCH DITCH

N 11°59'44" E 64.00'

N 11°59'44" E 64.00'

N 11°59'44" E 64.00'



CITY OF Sheridan WYOMING

Haskett Minor Subdivision

N

0 0.0125 0.025 0.05 Miles

Name: sgoodman Date: 04/29/2019

CITY OF SHERIDAN
RESOLUTION 19-19

A RESOLUTION approving PL 19-8, the final plat of Haskett Minor Subdivision, a joint City-County subdivision, dividing a 9.09 acre tract into 2 lots, zoned in the County as Commercial 2 (C2), located at 5211 and 5223 Coffeen Ave.

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

WHEREAS, all applicable requirements for a final plat, have been met and all documents meet the applicable requirements in Appendix B (Subdivision Regulations); and

WHEREAS, the Haskett Minor Subdivision is a joint City-County subdivision due to its location within 1 mile of City limits requiring City Council approval; and

WHEREAS, the Sheridan County Planning and Zoning Commission recommended the approval of the proposed final plat; and

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

the final plat of Haskett Minor Subdivision, a joint City-County subdivision, dividing a 9.09 acre tract into 2 lots, zoned in the County as Commercial 2 (C2), located at 5211 and 5223 Coffeen Ave.,

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

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

A. The plat, while outside the City limits, is accompanied by a signed pre-annexation agreement.

B. The lots as platted conform to the requirements of the City Zoning Ordinance.

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

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

PASSED, APPROVED, AND ADOPTED this 20th day of May 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

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

Clerk

MEMORANDUM

Project Name:	Public Hearing for the Consideration of La Herradura Restaurant Liquor License #6 - City Clerk Cecilia Good
From:	
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	05/07/2019

Recommendation:

Staff recommends that Mayor and City Council approve La Herradura LLC's application for Restaurant License #6.

Background:

La Herradura LLC's application for Restaurant Liquor License #6 has been reviewed and approved by the Police Department and the Wyoming Liquor Division. The previous business, Oliva's, held a Restaurant Liquor License in the same location which expired on December 31st, 2019. La Herradura's operation plan and the dispensing area will not be altered from the previous licensee.

Per State Statute Requirements, the public hearing to be held on May 20th, 2019 at 7 pm has been advertised for two consecutive weeks.

Attachments

La Herradura Application
Chief of Police Approval Memo

WLD-31 (4/17)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 6

License Fees
Annual Fee: $.
Prorated Fee: $ 334.00
Transfer Fee: $.
Publishing Fee: $ 90.00

Date filed with clerk: 04 / 02 / 2019

Advertising Dates: (2 Weeks) 05-01-2019 & 05-08-2019

Hearing Date: 05 / 20 / 2019

Publishing Fee Direct Billed to Applicant: ☐

License Term: 05 (Month) / 20 (Day) / 2019 (Year) Through 12 (Month) / 31 (Day) / 2019 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: La Herradura LLC

Trade/Business Name (dba): La Herradura

Building to be licensed/Building Address: 437 N main st (Number & Street)

Sheridan (City) WY (State) 82801 (Zip) Sheridan (County)

Mailing Address: 158 W 4th St (Number & Street or P.O. Box)

Sheridan (City) WY (State) 82801 (Zip)

Business Telephone Number: (307) 655-8090 Fax Number: ( )

E-Mail Address: alepeschmit@hotmail.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)

Grinnell Addition Block 2 Lot 5,7,9,11

FILING FOR
- ☒ NEW LICENSE
- ☐ TRANSFER OF LOCATION
- ☐ TRANSFER OWNERSHIP
- ☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: _____

FILING IN (CHOOSE ONLY ONE)
- ☒ CITY OF: Sheridan
- ☐ COUNTY OF: Sheridan

FILING AS (CHOOSE ONLY ONE)
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☒ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☒ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS
- ☐ CONVENTION FACILITY
- ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
- ☐ GOLF CLUB
- ☐ GUEST RANCH
- ☐ RESORT

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

☒ FULL TIME (e.g. Jan through Dec) (specify months of operation) from Jan to Dec

☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Mon to Sun

☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 11am to 9pm

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) **OWN** the licensed building? ☐ YES (own)

(2) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

If Yes, please submit a copy of the lease and indicate:

(A) When the lease expires, located on page 3 paragraph 2 of lease.

(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 6 paragraph ii of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a) ☐ YES ☐ NO

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building): 6 x 6 front Lefside by waitress Serving area

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) ☒ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) ☒ YES ☐ NO

9. RESORT LICENSE:

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars ($10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

10. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division) ☐ YES ☐ NO

(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) ☐ YES ☐ NO

11. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY

12. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

13. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

14. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) ☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

   (a) Hold any interest in the license applied for? ☐ YES ☒ NO

   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO

   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO

   (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

   _____

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103 (b) ☐ YES ☐ NO

   If "YES", explain: _____

5. **If applicant is filing as an Individual, Partnership or Club:** W.S. 12-4-102 (a) (ii) & (iii)

   Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** W.S. 12-4-102 (a) (iv) & (v)

   Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Jose T Lepe Sanchez	5/13/78	158 W 4th St	(307)763-2925		100	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).

☒ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).

☒ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).

☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Sheridan *)*

Signed and sworn to before me on this 2nd day of April, 2019 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Jose Lepe	Jose Tomas Lepe Sanchez	Owner
2)			
3)			
4)			
5)			
6)			

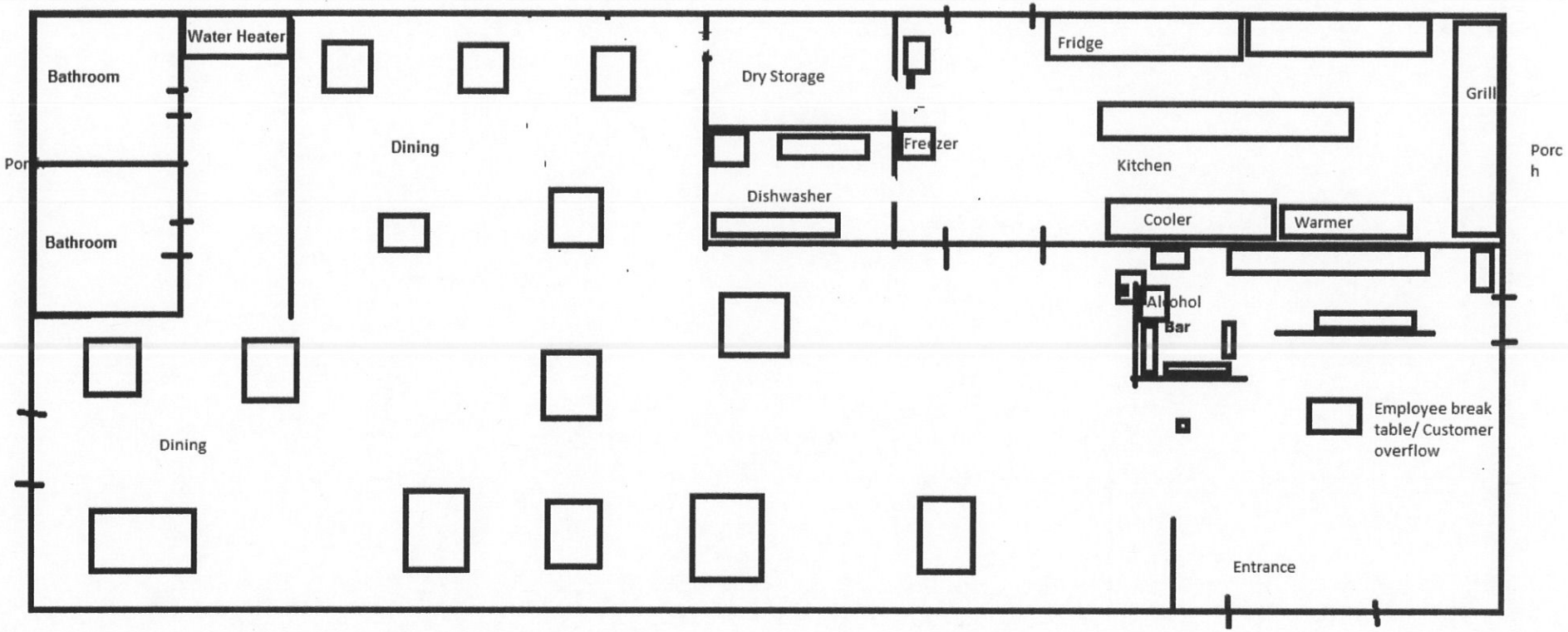
EMILY BREZNAU - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
My Commission Expires August 30, 2022

Witness my hand and official seal:

Signature of Notary Public

(SEAL)

My commission expires: 08-30-2022


Water Heater
Bathroom
Bathroom
Dining
Dining
Dry Storage
Freezer
Dishwasher
Fridge
Kitchen
Grill
Porch
Cooler
Warmer
Alcohol
Bar
Employee break table/ Customer overflow
Entrance

First Interstate Bank

Member FDIC. Equal Housing Lender.

4/2/2019

To whom it may concern,

La Herradura LLC is currently in good standing financially with First Interstate Bank as of April 2, 2019.

Thanks,

Anna Romero
Financial Services Representative
(307)672-1509

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 9064

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

LA HERRADURA
437 N MAIN ST
SHERIDAN, WY 82801

JOSE LEPE SANCHEZ
158 W 4TH ST
SHERIDAN, WY 82801

EXPIRATION DATE:
2/11/2020

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

CITY OF SHERIDAN, WYOMING

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

Mayor Roger Miller City Administrator Mark Collins

In order to comply with our capacity limits we shall:

Only serve customers that are restaurant eating.

We shall maintain peace and order in and around our business by:

Limiting number of margarita per guest

Rules of the establishment shall be enforced by:

Everyone

Alcohol Management

To comply with laws regarding alcoholic and malt beverages, including the use of eighteen (18) to twenty (20) year old servers in restaurants if applicable, our establishment will:

Have waitress/waiters 21 and older serve and make

Signature of License Holder **Date**

Printed Name

CITY OF SHERIDAN, WYOMING

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

Mayor Roger Miller City Administrator Mark Collins

LIQUOR LICENSE OPERATION PLAN

Name as it appears on license: La Herradura LLC

Common Name (doing business as): La Herradura

Street Address: 437 N Main St

Phone #: 307-655-8090

Type of License (circle): Retail Limited (Restaurant) Bar & Grill

Hours of Operation

Our planned hours of operation are:

11a-9p mon-Sunday

Last call will be 30 **minutes before closing and last service will be** 30 **minutes before closing.**

Format

The premises will be operated as:

Restaurant

Include:

Nature of business	Regular Events	Special Events
Bar	Happy Hour	Competitions of Strength
Package Liquor	Live Entertainment	Other Special Events
(Restaurant)		

(All outside events require and Malt Beverage or Catering Permit)

Security/ Crowd Control/ Capacity Limits

The Official Capacity limit for our business is: 64 inside
64 outside Spring Summertime ~~only~~

Alcohol Server Education/Certification Log

Name of Employee	Date of Hire	Certification Number	Certification Date	Additional Training Received
Amy Lepe Johnson	2/17/19	5045131	3/24/19	etips online
Jose Lepe Sanchez	2/17/19	5045201	3/24/19	etips online
Rosalio Pelayo Baca	2/17/19	5050564	3/31/19	etips on Premise
mayra Pelayo	2/17/19	5050874	4/1/19	etips on Premise

Certificate of Completion

This Certificate of Completion of

eTIPS On Premise 3.0 - Wyoming

For coursework completed on March 24, 2019
provided by Health Communications, Inc.
is hereby granted to:

Amy Lepe Schmit

Certification to be sent to:

La Herradura
437 N Main St
Sheridan WY, 82801-3903 USA

HEALTH COMMUNICATIONS INC.

This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

Certificate of Completion

This Certificate of Completion of

eTIPS On Premise 3.0 - Wyoming

For coursework completed on March 24, 2019
provided by Health Communications, Inc.
is hereby granted to:

Jose Lepe Sanchez

Certification to be sent to:

La Herradura
437 N Main St
Sheridan WY, 82801-3903 USA

HEALTH COMMUNICATIONS INC.

This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

LEASE OF COMMERCIAL PROPERTY

PREAMBLE

THIS LEASE OF COMMERCIAL PROEPRTY [hereinafter referred to as "**Lease**", whether capitalized or in bold print or not] is signed the _____ **day of** Dec. 27 , 2018 and is declared to be effective in occupancy upon and prospectively from the 1st **day of** February , 2019, until its termination as herein below defined and described; and is made by and between **Four Thirty Seven, LLC**, a Wyoming limited liability company [hereinafter referred to as "**Lessors**", whether capitalized or in bold print or not, and whether singular or plural in actual number], whose **mailing address** for purposes of this Lease and notification hereunder is **c/o James M. Scott, 620 Mountain Shadows Boulevard Sheridan, Wyoming 82801**; and, La Herradura LLC, a Wyoming limited liability Company [hereinafter referred to as "**Lessees**", whether capitalized or in bold print or not, and whether singular or plural in actual number], the **mailing address** of which for purposes of this Lease and notification hereunder is 158 W 4th St , **Sheridan, Wyoming 82801**.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, and of the mutual undertakings which they herein below state, which they acknowledge as good, sufficient, and valuable consideration, the Lessors and the Lessees agree, promise, covenant, and warrant the following.

TERMS AND CONDITIONS

[1] **Description Of Leased Property.** Lessors and Lessees agree that this Lease is for and pertains only to the commercial building that is located at **437 North Main Street, Sheridan, Wyoming**, which is situated upon a portion of **Lots 5, 7, 9, and 11 of Block 2, of Grinnell Addition to the City of Sheridan, County of Sheridan, State of Wyoming**, which consists of 1,787 square feet of interior space, more or less, and the general location and outside dimensions of which are illustrated in the sketch or the photographic

image[s] that the Lessors and the Lessees append to this Lease, mark as **Exhibit A**, and incorporate herein by this express reference. [The leased property may be referred to in this Lease as the "**Subject Property**", or as the "**Premises**", whether capitalized or in bold print or not.]

[A] **Parking Space.** The Lessees and the Lessors agree that the Lessees do **not**, and shall **not**, lease, obtain, or have any exclusive, special, or assigned parking space under this Lease, either for the Lessees, or for the employees, contractors, suppliers, agents, customers, guests, or invitees of the Lessees, upon the property of the Lessors which surrounds the above described building; *provided, however*, that the Lessees shall have, and may offer to the employees, contractors, suppliers, agents, customers, guests, or invitees of the Lessees – as is, and upon a first-come-first-use basis – general parking in the space that the Lessors own, which immediately surrounds the above described building and is provided by the Lessors, upon a non-exclusive basis under this Lease, in order to accommodate the use of the Premises for the business purposes of the Lessees and the Lessors.

[B] **Lessors' Warranty.** The Lessors warrant unto the Lessees that the Lessors own the above-described property; and, that the Lessors have the right and power to make and enter into this Lease and to let and rent the Subject Property unto the Lessees.

[C] **Lessors' Covenant Of Quiet Enjoyment.** For the duration of this Lease, so long as the Lessees are not in default of any provision of this Lease, the Lessors covenant unto the Lessees the **quiet enjoyment** of the Subject Property, without interference from the Lessors; *excepting, however*, any and every action that may required by the Lessors to preserve and to protect the financial interests of the Lessors in the Subject Property, including but not thereby being limited to injunction, or forcible entry and detainer, in order to protest, correct, or remedy a breach of any covenant or other term or condition of this Lease by the Lessees; and, any action or intervention by the police, other law enforcement personnel, or other government officials with regard to the use of the Subject Property by the Lessees, or with reference to the public access to the Subject Property in connection with its allowed uses under this Lease, or otherwise for public health or law enforcement purposes.

[2] **Duration Of Lease.** The Lessors and the Lessees agree that the **primary term of duration** of this Lease shall be **from its occupancy commencement date, on the** 1ST **day of** February, 2019, for a period of **five [5] years**, that is, **until midnight on the** 1ST **day of** January, 2024.

[a] **Limited Potential Extension Of Lease Duration.** The Lessors and the Lessees agree that the **primary term of duration** of this Lease may be extended for five [5] year[s], following the expiration of the above-described **primary term of duration**; *provided, however*, that the Lessees first shall give the Lessors **written notice, at least ninety [90] days before the expiration of the primary term of duration which herein above is stated**, of any request by the Lessees for the five [5] year[s] extension; and, ***subject, however*, to such modification of rental amount and other terms and conditions as the Lessors then may state and to which the Lessees then may agree**. In addition, the Lessees acknowledge that the Lessors have informed the Lessees that the future business plans and needs of the Lessors with regard to the Subject Property may require the Lessors to decline to extend the duration of the Lease of the Subject Property beyond the **primary term of duration**; and, the Lessors reserve the unqualified right and power to deny any request by the Lessees to extend the term of duration of the Lease beyond the above-described **primary term of duration**. The **primary term of duration**, as augmented by any above-described **extended duration** under this **Subparagraph [2][a]** of this Lease may be referred to as the period of **normal duration** of this Lease in and with reference to **Subparagraphs [14][b] and [14][c], and Paragraph [16]** of the Lease, which pertains to the potential of the Lessees' wrongful abandonment of the Subject Property, and to the eventual expiration or termination of this Lease..

[3] **Rent And Payment Of Rent.** For and during the full duration of the **primary term of duration** of this Lease, as herein above defined and described, **the Lessees covenant, agree, and promise to pay rent unto Lessors**, or unto the assigns or other successors in interest to the Lessors, in

the adjustable amounts which the Lessees and the Lessors herein below state:

Periods Within The Primary Term Of Duration:	**Annualized Amounts Of Rent:**	**Monthly Rental Payments**
First 12 Months	**$ 33,600.00**	**$ 2,800.00**
Second 12 Months	**$ 33,600.00**	**$ 2,800.00**
Third 12 Months	**$ 33,600.00**	**$ 2,800.00**
Fourth 12 Months	**$ 36,000.00**	**$ 3,000.00**
Fifth 12 Months	**$ 36,000.00**	**$ 3,000.00**
Total For Primary Term Of Duration	**$172,800.00**	

[a] **Commencement Date For The First Rental Payment And Subsequent Due Dates For Successive Rental Payments.** The Lessees and the Lessors agree that rental payments by the Lessee under this Lease ***shall be paid in advance*** of respective monthly periods of occupancy by the Lessees. The **commencement date** for the payment of rent by the Lessees under this Lease shall be upon the 1st **day of** Feb 2019 , _____ . Thereafter, the **due date for each subsequent month's rental payment** shall be the 1st day of each successive month following the month in which the said **commencement date** occurs.

[b] **Place For Payment Of Rent.** The Lessees agree to deliver rental payments unto the Lessors in person, or to send the rental payments to the Lessors' mailing address – as herein-above stated or as hereafter modified by the Lessors – or to send the rental payments to such other address as the Lessors may notify the Lessees in writing – in such manner and with such timing as to cause each such rental payment to reach the Lessees on or before each date upon which any such rental payment becomes due under this Lease, as herein above defined and described.

[c] **Time Is Of The Essence.** The Lessees and the Lessors agree that **time is of the essence in the performance of all obligations under this Lease,** including but not being limited to the obligation of the Lessees to pay rent unto the Lessors as such rental payments become due.

[i] **Grace Period And Late Payment Penalty.** The Lessors agree to allow the Lessees a **grace period of ten [10] days** following a monthly **due date** for a particular month's rental payment in order to make a payment of rent under this Lease; *provided, however*, that **the Lessees covenant, agree, and promise to pay unto the Lessors**, or unto the assigns, or other successors in interest to the Lessors, **a late payment penalty** for each such rental payment that the Lessees do not make on or before the **due date** of such rental payment, as herein above defined and described, which said **late payment penalty** shall be an amount that is **equal to ten percent [10%] of the late rental payment amount** (Examples: A **monthly rental payment of $2,800.00** would have a **late payment penalty** of **$280.00**; and, a **monthly rental payment of $3,000.00** would have a **late payment penalty of $300.00**).

[4] **Use Of The Subject Property By The Lessees And Use Restrictions Regarding The Subject Property.** The Lessees covenant and agree to use the Subject Property **exclusively and only for the purposes of operating a retail restaurant business**; and, the Lessees **covenant and agree *not*** to use the Subject Property for any other purposes except those limited purposes which immediately herein-above are stated.

[a] **No Hazardous Or Health-Threatening Wastes.** The Lessees also **covenant and agree** not to generate or dispose of from the Premises any hazardous waste or health-threatening waste in connection with, or as a result of, the use that the Lessees make of the Subject Property. The Lessees **covenant, agree, and promise** to indemnify the Lessors, and to hold the Lessors entirely harmless, from any and all responsibility for, or liability in connection with, the remediation of the Subject Property from, and the payment of fines, penalties, or damages for or in connection with, any such hazardous waste or health-threatening waste that the Lessees may generate or dispose of in breach of this covenant and agreement under this Lease.

[b] **Restaurant Liquor Permit.** The Lessors understand and acknowledge that the Lessees intend – at the sole expense, effort, operation, responsibility, and liability of the Lessees – to apply for, obtain, maintain, and operate in consistent accordance with all applicable statutes, rules, and regulations a **Restaurant Liquor License** which is issued and administered through the City of Sheridan, within the State of Wyoming, under the auspices of the Wyoming Liquor Division of the Wyoming Department of Revenue.

[i] **Consent Of Lessors To Use Of Premises For Licensed Dispensing Of Liquor.** Subject to all applicable statutes, rules, and regulations that govern and regulate the activity of the Lessees in these regards, the Lessors consent to the use of the leased premised by the Lessees for the purpose of dispensing liquor to customers in connection with the predominant restaurant business of the Lessees.

[ii] **Lessees Shall Be Solely Responsible And Liable And Must Indemnify And Reimburse The Lessees.** The Lessees **undertake, agree, and promise** to be solely responsible for and to pay all costs and expenses which are connected with or incidental to the processes of applying-for, obtaining, maintaining, and operating under the above-described **Restaurant Liquor License**. The Lessees **undertake, agree, and promise** to indemnify and to hold the Lessors entirely harmless in all respects with regard to the acts and omissions of the Lessees in applying-for, obtaining, maintaining, and operating under the above-described **Restaurant Liquor License**; and, the Lessees further **undertake, agree, and promise** fully to indemnify and to reimburse the Lessors any and all kinds of responsibilities, liabilities, causes of action, regulatory proceedings, fines, or penalties, other kinds of claims, costs, and expenses, including any and all attorney fees or expenses that the Lessors reasonably may incur in these regards in protecting the property and financial interests of the Lessors in the premises.

[iii] **Information And Notification.** The Lessees **undertake, agree, and promise** to provide the Lessors with a copy of all written notices, Restaurant Liquor License Application, Restaurant Liquor License, dispensing room plans and specifications, and notices regarding any disciplinary or other regulatory actions or proceedings by the City of Sheridan, or by the Wyoming Liquor Division of the Wyoming Department of Revenue with reference to any Restaurant Liquor License Application that the Lessees make with reference in any way to the leased premises while this Lease is in effect, and regarding all operations under any such Restaurant Liquor License that is issued to the Lessees.

[5] **Cleaning, Maintenance, And Repair.** The Lessees, **covenant and agree**, at the sole expense of the Lessees, to clean, to maintain, and to make such repairs of and upon the Premises as are required to keep the Subject Property in as good a condition as it is at the commencement of this Lease *excepting only*, the time-related obsolescence of improvements upon or to the Subject Property.

[a] **No Waste Or Nuisance.** The Lessees **covenant and agree *not*** to cause, or to allow, any **waste** of the Premises whatsoever to occur, regardless of whether such waste may result from use of the Subject Property by the Lessees, or use by the public; and, the Lessees **covenant and agree *not*** to cause, or to allow, any private or public **nuisance** to arise from the use that the Lessees make of the Subject Property.

[6] **Modifications And Improvements.** Prior to or upon the commencement of this Lease, as herein above defined and described, or within two [2] months following the commencement of this Lease, the Lessors and the Lessees agree that the following modifications and improvements shall be made to or upon the Subject Property.

[a] **Lessees' Responsibilities.** The Lessees **covenant and agree** to do the following things to the Subject Property, at the sole expense of the Lessees:

[i] With the approval of the Lessors, which the Lessors agree not to withhold unreasonably, and *subject to* any permitting, inspection, and approval of the City of Sheridan and the Wyoming Department of Health and any other governmental agency with valid regulatory jurisdiction over the Premises in its allowed use under this Lease, the Lessees **covenant and agree** to remodel the kitchen space and cooking, ventilation, exhaust, fire suppressant sprinkler systems upon and within the Premises, and to remodel and refurbish the reception and the seating areas and the restroom facilities upon and within the Premises, in order to accommodate the allowed uses that the Lessees intend to make of the Subject Property as hereinabove defined and described, and to set-aside and remodel to the extent required any dispensing room area within the premises which the Lessees may require in order to apply for, obtain, maintain, and operate under a Restaurant Liquor License that the City of Sheridan within the State of Wyoming may issue unto the Lessees and thereafter administer according to all applicable statutes, rules, and regulations.

[b] **Other Modifications Or Improvements.** If modifications of or improvements to the Subject Property – other than those which herein-above are stated under **Subparagraphs [6][a] and [6][a][i]** – are proposed, or need to be made, while this Lease is in effect, any such additional modifications of or improvements to the Subject Property shall be made,

apportioned, and paid-for, as the Lessors and the Lessees hereafter may agree.

[7] **Utilities And Communications Expenses.** The Lessees **covenant and agree to pay** promptly for all gas and electric utilities which are associated with the Premises of the Subject Property that are leased by the Lessees hereunder and which are to be separately metered. In addition, the Lessees **covenant and agree to pay** promptly for all City of Sheridan water service charges, sewer charges, and garbage collection charges which are associated with the Premises of the Subject Property. Furthermore, the Lessees **covenant and agree to pay** promptly for all telephone or other electronic communication connections and devices associated with the use of the premises by the Lessees, and for their maintenance, upkeep, repair, or replacement.

[8] **Insurance To Be Obtained And Maintained By Lessees.** While this Lease is in force and effect, the Lessees **covenant and agree** to obtain, maintain, and pay-for at the sole expense of the Lessees, **property insurance**, which shall insure the replacement value of the trade fixtures, equipment, machinery, and other tangible and intangible property that the Lessees have or use upon or within the Subject Property; and **liability insurance**, which shall insure against liability or damage to third parties caused by the Lessee's use of the Subject Property under this Lease. The Lessees also agree that the above-described insurance coverage shall be subject to the approval of the Lessors – as to amounts and kinds of insurance coverage; and, further agree that the Lessors shall be named as additional insured parties under such insurance coverage, as the respective interests of the Lessees and of the Lessors may appear under this Lease.

[a] **Contingent Payment Of Premiums By Lessors.** In the event that the Lessees do not obtain such insurance coverages, or do not make insurance premium payments when they are due, the Lessors shall have the power, but shall not be responsible or obligated under this Lease, to pay such insurance premiums on behalf of the Lessees. If the Lessors do pay any such insurance premiums; then, the Lessees hereby **covenant, agree, and promise** to reimburse and to repay the Lessors for such premium payments, immediately upon demand for such reimbursement and repayment by the Lessors.

[9] **Insurance To Be Maintained By Lessors.** While this Lease is in force and effect, the Lessors **covenant and agree**, at the expense of the

Lessors, to maintain in force **property insurance**, which will insure the above described building and other real property improvements that the Lessors own on the Subject Property against damage or loss caused by fire or other normally insurable casualty. Such insurance amounts and kinds of coverage shall be as determined by the Lessors under this **Paragraph [9]**.

[10] Taxes. While this Lease is in force and effect, the Lessors and the Lessees agree that the taxes, which are associated with the Subject Property for its allowed uses under this Lease, shall be paid in the manner herein below described.

[a] Kinds Of Taxes To Be Paid By Lessees. The Lessees **covenant and agree** to be responsible for the payment of, and timely to pay, all taxes that are imposed upon the tangible personal property and trade fixtures of the Lessees which the Lessees uses in the conduct of business upon or within the Subject Property; and, all sales and use taxes associated with the business use of the Subject Property by the Lessees.

[b] Kinds Of Taxes To Be Paid By Lessors. The Lessors **covenant and agree** to be responsible for the payment of, and timely to pay, general property taxes that are levied upon the value of real property and real property improvements that the Lessors own, which are subject to this Lease.

[11] Signage. The Lessors and the Lessees agree that the Lease of the Premises shall include the right of by the Lessees to erect or otherwise to display, at the sole cost and expense of the Lessees, such exterior signage to advertise the business of the Lessees, which is approved in advance by the Lessors, and which does not violate any zoning or land use Ordinance[s] of the City of Sheridan, Wyoming.

[12] Assignment Or Encumbrance Of This Lease. The Lessees **agree and covenant not** to assign or encumber this Lease, and **not** to delegate any responsibility or obligation of the Lessees under this Lease, without first obtaining the advance written permission of the Lessors, which said permission the Lessors agree not to withhold unreasonably, *provided, however*, that the Lessees can demonstrate, to the reasonable satisfaction of the Lessors, that the financial security of the Lessors in and under this Lease shall not be jeopardized by any such a proposed assignment or encumbrance.

[13] **Condemnation Of Subject Property.** In the event that any governmental authority shall, pursuant to a governmental right and power of eminent domain, condemn and take any portion of the real property upon which the Subject Property is situated, then and in any such event the Lessees and the Lessors **agree** that any and all compensation for such condemnation and taking shall be the sole property of, and shall be paid solely unto, the Lessors. In the event that any such condemnation and taking shall result in the destruction of a part, but not all, of the Subject Property; or, shall cause substantial interference with the use of the Subject Property by the Lessees, then and in any such event the Lessors and the Lessees agree that a modification of the rental terms of this Lease may be proposed, discussed, considered, and allowed – if such modification in rental terms is mutually acceptable to both the Lessors and the Lessees – which said modification in rental terms, if any may be agreed-upon by the Lessors and the Lessees, would have the objective of mitigating reduced business revenue that the Lessees could anticipate and show, as a result of the destruction of such part of the Subject Property, or as a result of the substantial interference with the business use of the Subject Property by the Lessees. If any such condemnation and taking results in the complete destruction of the Subject Property, then and in any such event the Lessors and the Lessees may agree that this Lease would be cancelled and terminated.

[14] **Default By Lessees And Lessors' Remedies.** If the Lessees do not perform any responsibility or obligation which the Lessees covenant, agree, or promise to perform under the terms and conditions of this Lease, then the Lessors have the right and power to deem and to declare such failure of performance to be a breach of this Lease by the Lessees; and, the Lessees understand and agree that the Lessors have and may pursue against the Lessees the following remedies, as well as any and all other remedies which may be provided generally by applicable principles of law or equity.

[a] **Default In Payment Of Rent.** The failure of the Lessees to pay rent at the time such rent is due, as herein above defined and described, and including any grace period for which express provision herein above is stated in this Lease, shall constitute a breach of this Lease. Upon any such breach of this Lease for failure by the Lessees to make timely payment of rent, the Lessors may, with or without legal action and process of law, re-enter the Premises and Subject Property to evict the Lessees. In that regard, the Lessees hereby grant unto the Lessors a lien against all of the trade fixtures and all other tangible and intangible personal property of the

Lessees in or upon the leased Premises of the Subject Property; and, the Lessees hereby waive any statutory exemption rights for personal effects, household furnishings, and tools of trade which otherwise might be associated with such trade fixtures and all other tangible and intangible personal property of the Lessees in or upon the leased Premises of the Subject Property; *subject, however*, to any superior security interest, of record, which may be held by a bank or other lending financial intermediary which provides financing for the Lessees for their business operations and allowed use of the Subject Property under this Lease. Upon any such breach of this Lease for failure to pay rent, the Lessors may treat the leased Premises as having been wrongfully abandoned by the Lessees.

[b] Abandonment Of The Premises By The Lessees. If the Lessees abandon the leased Premises, or any part of the leased Premises, prior to the termination of the above-described **normal duration** of this Lease, as described under **Paragraph [2]** of this Lease, the Lessors thereupon and thereafter shall have the right and power, **but shall not be obligated or required**, to attempt to re-let the abandoned Premises to a third party. In the event that the abandoned Premises are re-let to a third party, the Lessors agree to apply the money that the Lessors derive from such re-letting of the abandoned Premises to the rental obligations of the Lessees for the abandoned Premises under this Lease; *provided, however*, that the Lessees **covenant, agree, and promise** that the Lessees are and shall be and remain responsible and liable unto the Lessors for the payment of any deficiency in payment of rent under this Lease, for its entire **normal duration**, notwithstanding the abandonment of the leased Premises, or any part of the leased Premises, by the Lessees prior to the termination of this Lease at the expiration of its **normal duration**, as herein above described.

[c] Other Default. If the Lessees default in the performance of any other responsibility or obligation, except for payment of rent and abandonment which are covered by express provisions which herein-above are stated, then the Lessors shall notify the Lessees of such default in performance; and, the Lessees shall correct or otherwise cure such default **within five [5] days following the giving of such notification of default** by the Lessors, or such other time for correction or cure as the Lessors may allow. In the event that the Lessees fail to correct or to cure the default in the time that the Lessors allow, then the Lessors may proceed, without action or process of law, as if the Lessees had defaulted in the payment of rent, or had abandoned the Premises.

[d] **Lease Enforcement Expenses.** The Lessees **covenant, agree, and promise to pay** all reasonable expenses that the Lessors may incur in connection with the enforcement of the Lessors' rights under this Lease, including but not thereby being limited to the reasonable attorney fees and expenses incurred by the Lessors in connection with any and all such Lease enforcement efforts.

[e] **Enforcement Waivers.** No waiver of enforcement of this Lease by the Lessors shall be recognized unless such waiver expressly is made in a written document that is dated and signed by the Lessors. No such express waiver, upon one occasion, shall by implication or inference be deemed to constitute a subsequent waiver of enforcement by the Lessors.

[15] **Default By Lessors And Lessees' Remedies.** In the event that the Lessors fail to perform any responsibility or obligation that this Lease imposes upon the Lessors, then and in any such event the Lessees shall have the remedies for such breach that are provided in law or equity for such circumstances.

[16] **Vacation Of The Premises Upon Lease Termination.** When the above-described **normal duration** of this Lease expires, then the Lessees **undertake, agree-to, and shall vacate the Premises**, and shall surrender the Subject Property and all keys and means of access to the Subject Property unto the Lessors, free of all encumbrances, and in the condition of cleanliness, maintenance, and repair which this Lease requires. At the time of the vacation of the Premises at the termination of this Lease, the Lessees may remove items of tangible property and the trade fixtures that the Lessees own, *provided, however*, that such removal can be accomplished without damage to the Premises; and, the Lessees **covenant and agree** to be responsible for and **promise to pay for**, or to reimburse the Lessors for, any and all damage that results from any such removal; *provided, however*, that the Lessees and the Lessors also reserve the prerogative of reaching a mutually acceptable agreement at such time to leave such trade fixtures in place.

[17] **General And Miscellaneous Provisions.** The Lessors and the Lessees agree that the following general and miscellaneous provisions shall apply to this Lease.

[a] **Time.** Time, and the timely performance of responsibilities and obligations are of the essence of agreements made in and under this Lease.

[b] **Entire Agreement.** This Lease, in its written form, constitutes the entire agreement between the Lessors and the Lessees with regard to the Subject Property and its allowed use by the Lessees during the duration of this Lease; and, all prior negotiations, understandings, agreements, or other communications – whether verbal or in previously written form – are and shall be deemed to be merged with and into this written Lease; and, to the extent that any such prior communications are not stated in this Lease, the Lessees and the Lessors **understand and agree** that those unstated prior communications have been and are extinguished and of no legal or equitable force and effect whatsoever under this Lease.

[c] **Amendment.** This written Lease may be amended; *provided, however*, that any amendment to this Lease, to be effective legally, must be in written form, must be dated, and must be signed and acknowledged by both the Lessors and the Lessees.

[d] **Choice Of Law.** This validity, interpretation, and legal construction and application of this Lease, and of all its terms, conditions, and other provisions, shall be determined exclusively by and under the law of the State of Wyoming.

[e] **Binding Effect.** This Lease shall bind and inure to the benefit of the Lessors, the Lessees, and the respective assigns, and other successors in interest of the Lessors and the Lessees.

[f] **Captions.** The captions to the paragraphs and subparagraphs of this Lease are intended only for purposes of convenient reference; and, those captions shall ***not*** be accorded any special significance or weight in the interpretation, or legal construction and application of this Lease.

[g] **Notification.** Any notification that may be required under this Lease shall be sent by mail to the address of the party to this Lease which is to receive that notification, at the mailing address for such party which hereinabove first is written into the preamble of this Lease; or, to such other address as such party hereafter informs the other party in writing.

IN WITNESS WHEREOF, the Lessors and the Lessees sign below on the respective dates stated opposite their signatures.

Lessors:

FourThirtySeven, LLC
Lessors

_____, **Manager**

12/22/18
Date Signed

Lessees:

_____
Lessees

Jose Lepe
_____, _____

12-27-18
Date Signed

ACKNOWLEDGMENTS

STATE OF WYOMING)
) **ss.**
County Of Sheridan)

The foregoing **LEASE OF COMMERCIAL PROPERTY** was signed and acknowledged before me this 27 **day of** December, **2008**, by James Scott, as a **Manager** of **Four Thirty Seven, LLC**, a Wyoming limited liability company, who personally is known to me; as witnesseth my hand and official seal.

MARLA LLOYD - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires July 9, 2020

Marla Lloyd
Notary Public

My commission expires: July 9, 2020

STATE OF WYOMING)
) **ss.**

County Of _____)

The foregoing **LEASE OF COMMERCIAL PROPERTY** was signed and acknowledged before me this _____ **day of** _____, _____, by _____, as a _____ of _____, a Wyoming _____, who personally is known to me; as witnesseth my hand and official seal.

_____
Notary Public

My commission expires: _____

EXHIBIT A
LEASE OF COMMERCIAL PROPERTY
[Sketch Map Or Photo Image(s) Of The Subject Property]

[Insert Below, Or Append, A Sketch Map Or Photo Image(s) Of The Subject Property.]

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

Clerk's Office

MEMORANDUM

Re: **Application for New Restaurant Liquor License #6 - La Herrandura LLC**

From: **Cecilia Good, City Clerk**

To: **Richard Adriaens, Chief of Police**

Advertising: **05/01/2019 & 05/08/2019**

The following applicant has applied for Restaurant #6: **La Herradura LLC**

I have no objection to the application for the new Restaurant Liquor License Application:



Richard Adriaens, Chief of Police

I object to the above application. _____

Reason:

_____

_____

_____

_____

_____
Richard Adriaens, Chief of Police

END OF MEMO

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 May 6th, 2019
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	City Administrator Mark Collins
Date:	05/16/2019

Attachments

Minutes of Regular Council Meeting 05-06-19

CITY OF SHERIDAN, WYOMING

MINUTES OF REGULAR COUNCIL MEETING

COUNCIL CHAMBERS **7:00 P.M.** **May 6th, 2019**

1. Mayor Roger Miller called the meeting to order at 7:00 P.M.

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

3. The invocation was given by Councilor Patrick Henderson.

4. The meeting was called to order with a quorum as follows: Mayor Roger Miller presiding with Council President Clint Beaver, Council Vice President Thayer Shafer, Councilor Jacob Martin, Councilor Patrick Henderson, Councilor Richard Bridger and Councilor Aaron Linden. Members of staff present included City Administrator Mark Collins, City Treasurer Karen Burtis, City Clerk Cecilia Good, Public Works Director Lane Thompson, Fire Chief Gary Harnish, Community Development Director Brian Craig and various other City staff.

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

6. Public Hearings

A. Mayor Miller opened a Public Hearing at 7:02 PM for the First Reading of Ordinance #2201 Amending City of Sheridan Tree Code. Community Development Director Brian Craig presented an update to Council. The Public Hearing was closed at 7:06 PM.

i. Councilor Beaver moved, seconded by Councilor Shafer, for the Approval of the First Reading of Ordinance #2201 Amending City of Sheridan Tree Code. Council approved the motion: roll call vote: unanimous.

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

A. Confirmation of the Mayor's Appointment of Matthew Rathbone to the City Tree Board

B. Minutes of Special Council Meeting April 15th 2019

C. Minutes of Regular Council Meeting April 15th 2019.

D. Minutes of Special Council Meeting April 22nd 2019

E. Claims

Claims 05-07-19

Vendor Name	Description	Total
A & M Service & Supply Inc.	Service Call for Payroll printer	80.00
A Plus Plumbers & Appliance Repair	Building Permit refund, Labor for pump installation	252.00
Aaron Ashear	Balance Refund/1350 Victoria St.	55.57
Aaron Hartman	Clothing reimbursement for boots	125.38
Ace Hardware-Newkirk	Supplies	511.85
Ace Radiator LLC	Remove and repair radiator Unit 3.17- WC	1,055.34
Acquire, LLc	Balance Refund/505 N Sheridan Ave.	8.34
Aidan McCurry	Decoy for 23 alcohol compliance checks - Grant	230.00
Alex Patterson	Travel reimbursement WY rural water	102.00
Alexia Jette & Trae Holliday	Deposit Refund/690 Meridian St.	74.44
AlphaGraphics of Wyoming	Spring has sprung posters/brochures	546.08
Ambiente H2O Inc	shims for RAS pump repairs	293.99
American Maid	Cleaning	3,700.00
American Welding & Gas, Inc.	Welding Supplies for Sanitation	8.64
Arete Design Group	Gould Street (103) Bldg Assessment	5,877.25
Arlin K & Meshelle A Cooper	Deposit Refund/1062 6th Ave. East	16.33

Axis Forensic Toxicology, Inc	Lab Results - 19P002507	960.00
B&B Leasing Company	Leases	1,515.34
Baker Ballistics, LLC	Ballistic Shield	4,995.00
Bighorn Design Studio	uniforms- shirts and hats-winter rodeo apparel	4,910.00
Bloedorn Lumber	Portable table saw	604.99
Boerger, LLC	2-Digestive Sludge rebuild kits	9,011.66
Brad Adams	per diem for training in Colorado	266.00
Bradford Adams & Kari Addleman	Deposit Refund/665 Sumner St.	31.35
Brian Bolton	Balance Refund/1550 Yellowtail Dr.	305.15
Brian Edwards	Rural Water Spring Conf - B. Edwards	407.50
Cameo Galloway	Deposit Refund/471 Amanda Ln.	90.00
Carolina Software	WasteWORKS Software Support--Landfill	550.00
Carolyn A. Byrd	Board of Adjustment minutes	50.00
Carquest Auto Parts	filters, soil filter, gasket maker, couplings	605.55
CDG Engineers, Inc.	Sheridan Hillslides Project- Engineering Services	7,744.23
Cedars Health LLC	March Occupational Testing	589.16
CH Diagnostics and Consulting	Crypto and Giardia Analysis 3/15/2019	525.00
Chemtrade Chemicals US LLC	1 truckload alum	6,444.75
Cole-Parmer Instrument Co	PVDF Check valve, calibration column	775.35
Collection Professionals Inc.	CPI Collections-3/1/19-3/31/19	709.43
Confluence Collaborative	Fly Sheridan Marketing	393.00
Craftco Metals Services, Inc	Brass rollers for basin flocculators	385.20
Cummins Rocky Mountain	sensor Nitrogen oxide- Unit 3.7- WC	607.20
Dana Kepner Company	SAWS meter flange	539.20
Dome Lake Reservoir Company	Annual shares payments, 121.77 shares @ 7.00 each	852.39
Dowl	City of Sheridan Misc Projects	40,855.66
Downtown Sheridan Assoc	Snow removal reimbursement	1,275.00
DPC Industries, Inc.	Demurrage/rental fee for 1 tank chlorine	50.00
Dustbusters Inc	ice kicker	44,532.04
DXP Enterprises, Inc.	Annual Servicing of Mako Air Compressor	766.50
East Ridge Industrial Park, LLC	Balance Refund/72 East Ridge Rd #1C	31.93
Ed Hammer Inc	gasket, transfer case, transmission unit 1.30 PD	2,607.40
Emily Kelly	Alcohol Compliance Decoy 21 visits - grant	210.00
Employ, LLC	Temporary Labor	12,130.08
Employers Unity	Unemployment Services 5/16/19-5/15/20	1,803.00
Entech, Inc.	2018 GIS utility updates project	6,750.00
Enviro-Clean Intermountain, LLC	high pressure spray - unit 4.90- st	670.30
Excalibur Construction, Inc.	C and C Tire Door Construction	647.32
Farmers Co-op Oil Co.	Fuel Delivery	25,053.34
Fastenal Company	Supplies	1,226.78
Fisher Scientific	Water DIUF Deionized ultrfilter	179.13
Fletcher Construction Co	East Downtown Waterline - Misc #4740	1,337.00
Fort Bend Services, Inc	polymer	3,338.00
Garrett & Company Inc.	parks games and equipment	1,405.71
George Smith	Balance Refund/33 Cessna Rd.	48.12
Geveko Markings Inc	chipfill - hot plant	4,554.00
Grainger, Inc.	pleated filters	100.20
Habitat for Humanity	Deposit Refund/476 Marion St.	90.00
Hach Company	Turbidimeter, mounting panel, probe, sensor cable	6,536.93
Harris Computer Systems	Attendance Enterprise 6/1/19 - 5/31/20	5,353.79
InfoSend, Inc.	Fluoride Survey to Water Cust City,SAWS,DNISD	11,187.72
Inter-Mountain Laboratories Inc	analysis	120.00
International Academies of Emergency Dispatch	EMD Recert - M Diderrich	50.00
J S Machine and Welding	fabrication of equipment shaft	650.00
Jack's Truck & Equipment	parts and supplies	1,590.18
Jackson Electric, Inc.	Pump and Belt Replacement	1,025.89
Jadeco, Inc.	Replace and wire storm sewer pump - Split w/SCSO	120.00
Jean & Red Hutchings	Deposit Refund/450 Idaho Ave.	67.32
Jill W Chase	SPAC Coordinator Position - May 2019	1,000.00
John Deere Financial #1111308145	filters/heat tape	221.39
Josh Bolin	Travel reimbursement WY rural water	102.00
Joshua Kuper	Deposit Refund/3442 Big Horn Ave.	87.80

Justin Campbell	Deposit Refund/427 W Mountain View Dr.	67.44
Kalif Shrine Klowns	Electrical safety class- whole division (8)	600.00
K-Designers	Double payment of contractor’s license	200.00
Kenzie Chivers-Fortman	Deposit Refund/535 Carlin St.	22.81
Kerek Ford	Podcast post production episode 8	400.00
Kilpatrick Creations Inc.	2019 Community Clean Up T-shirts	227.77
Kinnaird Law Office, PC	Legal Services for Mar 2019	360.00
Knecht Home Center	Concrete mix/ UM shop/parks trimmer supplies	617.57
Kois Brothers Equipment, Co.	hl-3 micron element unit, dual drive tread plate	7,145.82
KXK Construction	Harrison valley pan repair - ST	3,995.00
L J Wright Ironworks & Design, Inc.	Loucks Phase II-Misc #4742	835.00
Landon's Greenhouse & Nursery, Inc.	trees for City of Sheridan green space	9,703.45
Lazarus Bleau Incorporated	Advertisement May issue Horizon	2,450.00
LJS Concrete & Excavating LLC	remove ice jams - Storm	1,250.00
LN Curtis & Sons	Replace fire hose and nozzles for engines	7,682.00
Local Govt Liability Pool	Deductible for Claim# AA20191033 Drog	1,000.00
Long Building Technologies , Inc.	Replace air compressor motor	236.00
Luke A Goddard	Medical Doctor Coverage for May 2019	500.00
Lyle Signs, Inc.	fair grounds - historical signs - Signs	117.64
Lynn Grady	Deposit Refund/326 Kilbourne St.	73.34
Mac's Moving Acquisition, Inc	Move items for Carpet Installation City Hall	312.50
MAP, LLC	Contractual Services	2,174.63
McMaster-Carr Supply Co	U-bolts stainless steel	155.75
Memorial Hospital of Sheridan County	Pharmacy supplies for April PSI P4320 KJ	1,013.82
Miles Partnership, LLLP	Global inspiration program 2019	6,400.00
MMSGS	Medical Supplies for ambulances QN CPQ-60048 KJ	963.29
Morrison-Maierle, Inc.	N Sheridan Interchange - CA #4729	13,570.25
Motorola Solutions, Inc.	Learning Management System - Spillman	1,269.00
Mullinax Concrete Service & Irrigation	road base- Timm Dr repair	1,266.76
Napa Auto Parts	supplies and parts	1,138.85
National Fire Protection	Annual NFC Subscription Service Renewal	1,345.50
Newman Traffic Signs	signs - signs	243.38
Norco, Inc	Supplies	1,213.47
Normont Equipment Co.	packing/durapatch oil	3,150.74
North Central Labs	BOD Standards and detergent	127.53
North Sheridan Trailer & Equipment LLC	2019 enclosed trailer - Parks	4,924.00
Northern Wyoming Community College	Deposit for WAM Conference Facilities and Food	5,077.65
Office Shop Inc	copy counts	922.17
Office Shop Leasing	Lease Office Shop Leasing	277.71
OMP Engineering Inc.	Scada services- RTA module, services as needed	2,356.50
One-Call of Wyoming	Tickets for March CDC Code CSH	126.75
Paul M Juergens	Reimb parking fee and mileage NFA Trip-Billings	229.76
Paul Petit Trust	Balance Refund/1364 Spaulding St.	44.16
Peaks to Plains Design, PC	Master Plan Update for Parks, Rec & Open Space	4,341.85
Peterbilt of Wyoming	control sleeper htr/ac unit 3.12 WC	461.77
Plains Tire & Battery	tires unit 1.44 PD	314.19
Post and Associates	Pre-employment exam and protocols - Schlenker	400.00
Powder River Heating & Air Conditioning, Inc	Heat pump filter change/emergency repairs to heater	3,350.00
Powder River Power Co	hose fittings, rhino sleeve air hose unit 4.42-ST	672.10
Price Electric	Electrical for Bev`s Office City Hall	354.03
ProPet Distributors, Inc.	Trash & dog waste bags for Parks & Dog parks	3,739.00
QA Balance Services, Inc	Display Board, software and programming	828.00
Railroad Management Company III, LLC	Railroad lease	470.82
Respond First Aid Systems of Wyoming	First Aid Supplies for Breakroom	100.89
Rhonda M Gould	Chevrons on 4 shirts - Snoozy and Misslin	20.00
Richard B Dankert	per diem for training in Colorado	418.00
Ricoh USA, Inc.	April copier charges	526.35
River Oaks Communications Corporation	franchise, wireless work	1,086.50
Robert Frank	Deposit Refund/18 E 7th St.	76.09
Rocky Mountain Ambulance Service LLC	Ambulance Services for May 2019	10,000.00
Rocky Mountain International	IRU Additional Attendee	325.00
Roll 'N' Rite Doors Inc	Fix east breezeway door - wouldn`t open	95.00

Ron Levy	Deposit Refund/935 1/2 Emerson St.	5.02
Ryan Healy	Deposit Refund/1747 Sagebrush Dr.	30.61
Sam Burgess	Travel reimbursement WY rural water	102.00
SCS Engineers	Solid Waste Study Prof Svcs 3/1-3/31	7,518.00
Secretary of State	Notary Filing Fee - Cote	30.00
Senior Citizens Council	City/Municipality/Commissioner Luncheon	114.00
Servall Uniform and Linen, Inc	Rugs	587.43
Seth Shumaker	Attorney Fees for March 2019	52.80
Shaunessey Reeves	Cleaning Parks April 1 - 12, 2019	500.00
Shawn Parker	Travel expense reimbursement - Beer Mkting Con	509.76
Sheridan Commercial Co.	Supplies	1,394.04
Sheridan Econ-O-Wash	laundry service	72.00
Sheridan Electric LLC	Welding receptacles install and layout	1,222.00
Sheridan Lock & Key	Adjust Customer Svc Safe Combination	60.00
Sheridan Media	Radio Spots for CIP Survey	462.00
Sheridan Memorial Clinics	Medical Exam for GLegler	221.00
Sheridan Motor Inc	oil change, fuel pump, sway bushings seatbelt	1,268.59
Sheridan Recreation District	January - March 2019 Quarterly Payment (15%)	25,725.00
Sheridan Seed Co., Inc.	grass seed parks	207.79
Sheridan Wyo Rodeo	Skijoring Event	5,000.00
Skylar Dietshe	Deposit Refund/1987 Edwards Dr. #C	67.35
Source Office & Technology	Office supplies and toners	910.01
Stephenny Logan	Deposit Refund/516 Gladstone St.	7.42
Swagit Productions, LLC	Video Recording Svcs - Nov 2018	950.00
Ted's Towing, LLC	Towing charges	550.00
Tire Rama	Tire repair	231.14
TKO, LLC	Balance Refund/599 Wyoming Ave.	32.46
Top Office Products Inc	Copy Charges for April 2019	641.23
Total Comfort Heating &	Service to heating system for office and lab	716.15
Tri State Truck & Equipment, Inc	bolt on edge, nut washer/broom wire	1,657.20
Trihydro Corporation	WDT Reconstruction Project- #4725	325.00
Tyler Technologies, Inc	Municipal Court Software	10,754.40
USA Blue Book	prokit plus 8 lateral camera- Storm water	922.18
Verizon Wireless	Aircards for MDC`s	578.80
Visionary Communications	BGWTP & Intake: Internet 4/1-5/1/2019	400.90
VRM	Transmission Repair on Freightliner Rollback 3-60	2,369.67
Water Products, Inc	Water	35.00
Way Oil Inc	universal antifreeze - WC- ST	526.43
Wenck Associates, Inc.	Stream Gauging Monitoring - Sheridan	435.00
Wendy Griffith	Deposit Refund/344 Kilbourne St.	67.19
Wilson Bros. Construction, Inc.	Sheridan North End Utilities #4754	201,440.74
WIN-911 Software	annual maintenance	495.00
Winsupply of Sheridan Wy Co	parts and supplies	3,659.42
Wood Group USA, Inc	GIS professional service/upgrades to scada computer	7,803.75
WWC Engineering, A Division of	CIP Update data collection, public Involvement	11,900.50
WY Dept of Transportation	N Sheridan Interchange Public Involvement #4729	488,252.34
Wyoming Assoc Rural Water	WARWS 2019 Conference- Godwin, Burtis, Rodriguez	1,335.00
Wyoming Law Enforcement Academy	Board/Kmett - Criminal Law and Procedures	1,290.00
Wyoming Machinery Co	Parts	1,952.47
Wyoming Public Media-KUWR	Radio advertising - March	2,440.00
Wyoming Rents, LLC	MTX60 Jackhammer for Cemetery	2,654.00
YMCA	Contribution-Living Our Cause Aquatic Campaign	250,000.00
Zowada Recycling & Steel, LLC	angle iron - ST	91.10
Grand Total:		**1,388,520.68**

Prepaids 04-23-19

Vendor Name	Description	Total
CenturyLink Communications, LLC	SCADA Lines and Extensions	956.44
Montana Dakota Utilities	Numerous Electric Bills	23,446.76
Todd Watkins or Brett Caiola	Petty Cash Reimbursement 03.22.19 to 04.17.19	249.00
Wyoming DEQ/WQD	SWWPP for Double Day Sports Complex	100.00
Grand Total:		**24,752.20**

Prepaids 04-25-19

Vendor Name	Description	Total
Karen B. Burtis	WAMCAT conf reimbursement for Registration-Karen B	245.00
Montana Dakota Utilities	Numerous Electric Bills	1,774.33
Wells Fargo Equipment Finance, Inc.	Loan Document Fee - Contract No. 383645-400	598.00
Grand Total:		**2,617.33**

Regular Payroll 04-26-19

Vendor Name	Total
497-874-NCPERS Wyoming	320.00
Aflac	1,458.90
Blue Cross Blue Shield of Wyoming	72,423.50
Child Support-Ohio	196.14
CITCO FCU	3,095.13
First Federal Savings Bank	9,617.05
HealthEquity, Inc.	2,522.95
IRS 941	68,083.76
LOCAL 276, IAFF	750.00
Nationwide	72.12
Optum Bank, Inc.	722.93
Orchard Trust	4,898.96
Security State Bank	156.25
Sunlight Federal Credit Union	1,861.70
Vantagepoint Transfer Agents 300698	7,042.89
VSP	1,120.98
Workers' Safety &	9,576.22
Wyoming Retirement System	61,544.35
Wyoming State Disbursement Unit	658.37
Grand Total:	**246,122.20**

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

8. Staff Update

A. Vickki Nunn and Cindy Larralde with Porter, Muirhead Cornia & Howard delivered an update on the FY18 Audit.

i. Councilor Shafer moved, seconded by Councilor Beaver, for the Acceptance of the FY18 Audit. Council approved the motion for approval of the FY18 audit: voice vote; unanimous.

9. Community Update

A. City Arborist Clark Vanhoosier read the Arbor Day Proclamation.

B. Harvey Fryberger with the National Association of Letter Carriers and USPS read the Proclamation for the Letter Carriers' Food Drive.

C. The Hub on Smith Director of FUN Jane Perkins read the Older Americans Month Proclamation.

D. Frontier Asset Management Jim Shellenberger presented the Tabulation of Fluoride Survey Results.

Old Business:

There was no Old Business to discuss.

New Business:

10. City Attorney Brendon Kerns delivered a presentation to Council regarding the Consideration of Resolution #24-19 Regarding the Fluoridation of the City of Sheridan/SAWS Water Supply. Councilor Linden moved, seconded by Councilor Shafer, for the Approval of Resolution #24-19 Regarding the Cessation of Fluoridation of the City of Sheridan/SAWS Water Supply and Spend $1,700 to Remove Fluoride within 24 Hours.

City Attorney Kerns supplied additional language for the Resolution adding information regarding the survey results. Councilor Martin moved, seconded by Councilor Shafer, to amend the Resolution with the recommended language. Council approved the motion to amend the Resolution: voice vote: unanimous.

Council approved the main motion: voice vote: unanimous.

11. City Attorney Brendon Kerns delivered a presentation to Council regarding the Consideration of Acknowledgement of the Acceptance of Firefighter Contract between the City of Sheridan and IAFF Local #276. Councilor Bridger moved, seconded by Councilor Shafer, for the Approval of the Acknowledgement of the Acceptance of Firefighter Contract between the City of Sheridan and IAFF Local #276. Council approved the motion: voice vote: unanimous.

12. Council Comments and Requests for Future Agenda Items.

A. Mayor Roger Miller was voted as WAM Region 2 representative and as a member of the WAM Legislative Committee. Additionally, the Congressional Tour is being finalized.

B. Council Vice President Thayer Shafer stated that Russian Olive trees will be removed around Mavarakis Pond. Over one hundred trees will be replanted that are non-invasive species.

C. Councilor Aaron Linden would like to consider new equipment for the Golf Course at the next Council Study Session. Councilor Shafer also stated that the Golf Course needs a new sharpener for the mowers.

13. Comments from the public.

A. John Fafoutakis discussed fluoride.

B. David Kuzara discussed the benefits of fluoride and expressed disappointment in the results of the survey.

C. Sunshine Shelleen thanked Council and Utilities Director Dan Roberts for their responses to her inquiries regarding the fluoride survey.

D. Audrey Wiggins thanked Council for their consideration of the fluoride issue.

14. Councilor Beaver moved, seconded by Councilor Shafer, to enter into Executive Session per Wyoming State Statute 16-4-405, on matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party. Council approved the motion: voice vote: unanimous.

Council returned from Executive Session at 8:39 P.M.

15 Councilor Shafer moved, seconded by Councilor Linden, to adjourn the meeting at 8:39 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

Clerk

MEMORANDUM

Project Name:	Minutes of Special Council Meeting May 13th, 2019
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	City Administrator Mark Collins
Date:	05/16/2019

Attachments

Minutes of Special Council Meeting 05-13-19

CITY OF SHERIDAN, WYOMING
MINUTES OF SPECIAL COUNCIL MEETING

COUNCIL CHAMBERS **5:03 P.M.** **May 13th, 2019**

1. Mayor Roger Miller called the meeting to order at 5:03 P.M.

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

3. Council Attendance: Mayor Roger Miller, Council President Clint Beaver, Councilor Patrick Henderson, Councilor Jacob Martin, Councilor Aaron Linden, Vice President Thayer Shafer and Councilor Richard Bridger. Others in Attendance: City Attorney Brendon Kerns, City Administrator Mark Collins, City Clerk Cecilia Good, Public Works Director Lane Thompson and City Engineer Hanns Mercer.

4. Public Works Director Lane Thompson delivered a presentation to Council regarding the Consideration of Contract Amendment for the City of Sheridan Hill Slide Stabilization Project Phase I. Councilor Martin moved, seconded by Councilor Shafer, for the Approval of the Contract Amendment for the City of Sheridan Hill Slide Stabilization Project Phase I. Council approved the motion: voice vote: unanimous.

5. Councilor Linden moved, seconded by Councilor Shafer, to adjourn the meeting. Council approved the motion: voice vote: unanimous. Mayor Miller adjourned the meeting at 5:14 P.M.

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:	05/16/2019

Attachments

Claims
Prepaids
Payroll

City of Sheridan
Claims paid on 05/21/19

Sum of Amount		
Vendor Name	Description	Total
A Plus Plumbers & Appliance Repair	fountain/sink install - CSC	2,664.80
Ace Hardware-Newkirk	Hammer, nuts/bolts/screws, tape, bulbs, tarp	132.14
ACT Communications	Telephone and Internet	203.44
Advance Fence	8 foot gate	150.00
Aero-Graphics, Inc.	2019 GIS orthophotography	10,930.00
AlphaGraphics of Wyoming	Poster for Visitor Center/sell sheets/social media	2,527.15
American Maid	April cleaning	850.00
American Welding & Gas, Inc.	lock nut wrench, wire wheel/hole saw, safety glasses	407.10
Arete Design Group	Gould Street (103) Bldg Assessment	10,839.25
Axis Forensic Toxicology, Inc	Lab Results - 19P002810	320.00
B&B Leasing Company	Copier leases	528.04
Babe's Flowers	Flowers for dispatch week	60.00
Ben Hawkins	Per diem to Billings - REID Training	192.50
Bentley Systems	FlowMaster/WaterGems Software Subscription	990.75
Bino's Wholesale, LLC	Bulk Cleaning Supplies for station Inv 22033 GN	495.72
Bloedorn Lumber	toilet - CSC	104.99
Brian James Golf Proffessional LLC	Golf Professional Service June 2019	6,700.00
Brian's Boot & Shoe	Steel-toed work boots for C. Sims	141.70
Buffalo Bulletin	SPAC Display 4/18 Publication Page Sage Community	472.50
Buffalo Theater LLC	Fly Sheridan Marketing	360.00
Burns & Mc Donnell	City Council preparation on recycling	7,321.00
Carquest Auto Parts	oil/air filters/battery terminals/antifreeze	1,245.17
Cathy Dennis	Deposit Refund/1635 N Main St.	24.70
CED- Consolidated Electrical Distributers Inc.	decorative lights - Signs	788.51
Charter Communications, Inc.	Monthly Bill	14.83
Christie Lee	Travel Exp Reimb for CS Cust Week, C. Lee	141.70
Comtronix	Alarm service	273.75
Country Bounty	Spring Clean Up Ad 04/23/19 & 04/30/19	1,039.40
Crescent Electric	vinyl tape, breaker and seals	80.41
CROWBO, LLC	Deposit Refund/902 N Main St.	35.01
Cummins Rocky Mountain	pressure sensor unit 3.1- Fire	63.90
Current Electric LLC	Heater replacement, 3rd & Sheridan	1,983.65
D&L Supply Co, Inc.	2 inch hood to waterway - Storm water	944.00
Dalton Johnson	Deposit Refund/378 W Burkitt St.	27.53
Dana Kepner Company	Taper threads, brass saddle	1,872.00
Darin Dickinson	Deposit Refund/1439 Holloway Ave.	59.41
Dowl	Sheridan N End Water & Sewer/E 5th St Corridor	34,537.04
DPC Industries, Inc.	Demurrage/remtal fee for 1 tank chlorine	50.00
Dustbusters Inc	140.50 tons of ice kicker - SR	17,211.27
DXP Enterprises, Inc.	Air monitor O2 sensor	200.28
Ed Hammer Inc	repair shifter unit 2.71- BG	415.55
EMH Pro Cleaning	April Janitorial	1,450.00
Empathia, Inc	EAP Program	934.50
Employ, LLC	Temporary Labor - Cemetery	3,220.48
Energy Laboratories, Inc	TOC analysis 4/2/2019 WO# C19040173	168.00
Farmers Co-op Oil Co.	Fuel Delivery	15,383.35
Fastenal Company	parts and supplies	3,383.89
Flood Marketing, LLC	Video Recording Svcs - April 2019	1,500.00
Frontier Asset Management, LLC	Fluoride Survey Tabulation & Presentation Fee	1,000.00
Gabriel Legler	Reimb meals per diem Cody Fire School May 3-5-2019	177.50
Galls, LLC	Duty Gloves - Koltiska	40.81
Gary Harnish	Reimb fuel-RSprings-WY 5-13-2019	20.25
Glenn Manry	Reimb G. Manry for Purch of Treasurer`s Laptop	1,255.97
Granite Peak Pump Service	Pump Repair @ B Goose for Golf Course Irrigation	10,616.28
Guardian Tracking, LLC	Yearly Subscription	1,175.00
Hawkins Inc	chemicals	2,932.50
Heartland Kubota, LLC	Starter for tractor	263.82
Heartsmart.com	AED`s	6,720.00
Heather Doke	Ignite Registration	355.00
Hill Enterprises West, LLC	SPAC Purchase of Sculpture - Fore by Two	4,250.00
InfoSend, Inc.	Billing Statements & Postage - April 2019	4,585.47
Inter-Mountain Laboratories Inc	DNISD & City bacteria analysis, E.Coli analysis	1,370.00

Vendor Name	Description	Total
Jack's Truck & Equipment	gasket unit 3.10 WC, brake slack adjuster/drum	376.57
John Deere Financial #1111308145	supplies and parts	831.80
Julie Jackson	Deposit Refund/2072 Bungalow Village Ln	27.59
Kara Michelena	Deposit Refund/121 W 4th St.	19.17
Kerns Law Office, LLC	Legal Services for April 2019	19,845.00
Kilpatrick Creations Inc.	Shirts & Bags for 2019 Community Clean Up	1,921.29
Knecht Home Center	Garage door rails (10)	574.48
Kristy Shepperson	Deposit Refund/238 W 15th St.	8.84
KXK Construction	Curb replacement - concrete repair	6,250.00
L J Wright Ironworks & Design, Inc.	line vacuum chute for sweeper unit 4.42- ST	336.27
L L Johnson Distributing Company	mower blades - Park Unit 4.9	382.34
Lannan's Supply	marking paint, flags, signs - ST	267.96
Laura Dalles	Deposit Refund/405 Smith St.	18.41
Leather Crafters & Saddlers Journal	FP Color Ad - May, June issue	1,325.00
Lincare Inc	EMS 02 bottles for ambulances KJohnson	140.00
LN Curtis & Sons	New Fire Hose and Nozzles for station GJ	6,139.91
Mac's Moving Acquisition, Inc	Move items for Carpet Installation City Hall	100.00
Madden Media	SEM Package - April/Wyoming spring insert	9,275.63
MAP, LLC	Contractual Services	2,174.63
Mark Dziewior	SPAC Sculpture Purchase - Unbreakable Bond	13,500.00
Mark Galloway	Reimb meals per diem Cody Fire School May 3-5-2019	177.50
Mary Jane Collins	Uniform alterations for firefighters Inv 476993-94	270.00
Monnit Corp	Cellular Data Plan for Compost Monitoring	20.00
Morrison-Maierle, Inc.	N Sheridan Interchange -Utilit & Enhance #4729	5,853.00
Morton Salt, Inc	1 truckload salt, 25 tons	5,131.37
Mullinax Concrete Service & Irrigation	276.33 tons washed sand for hot plant	6,902.26
Napa Auto Parts	parts and supplies	2,014.13
Norco, Inc	supplies	2,064.43
Northern Wyoming Community College	SEEDA Administrator Contribution - March 2019	3,173.68
Office Shop Inc	Contract Period-0401-04.30.19-usage/ovrg	111.27
One-Call of Wyoming	Tickets for April CDC Code CSH	312.75
Peak Pest Solutions LLC	Monthly service- BGWTP & Intake	210.00
Peaks to Plains Design, PC	Parks & Recreation Update 2018	11,812.60
Pete & Debra May	Golf Pass Refund/Senior Couple	536.75
Plains Tire & Battery	tire repair, tires, alignment, serpentine belt	1,909.10
Post and Associates	pre-employment exam and protocols - Largent	400.00
Powder River Heating & Air Conditioning, Inc	Fabricated roof cap- labor and sheet metal	324.92
Powder River Power Co	supplies	1,030.29
Prime Rate Motors	2017 Dodge Ram 1500 SLT	26,970.00
Public Safety Center, Inc.	Exam gloves for lab	209.99
Qwick Kurb, Inc	yellow sheeting, pavement anchors, black arcs- sig	2,875.73
Randall Engineering Surveys	Survey to Determine Elevation of Settlement Points	1,370.00
Rapid Fire Protection, Inc.	Backflow repair	460.00
Rhonda M Gould	Sew patches on shirt for Ringley	7.50
Richard Urbatchka	Hikes in the Bighorns Maps	310.00
Ricoh USA, Inc.	May Copier Charges	473.35
Ridgepoint Consulting, LLC	R&O for 2019 Pavement Maintenance #4701	9,515.00
Ronnie Block	Deposit Refund/5071 Coffeen Ave.	16.87
Servall Uniform and Linen, Inc	April rug cleaning	427.64
Seth Shumaker	Attorney Fees for April 2019	70.00
Sheridan Commercial Co.	supplies	749.89
Sheridan Econ-O-Wash	Uniform laundering	200.00
Sheridan Media	Fly Sheridan Marketing	235.00
Sheridan Motor Inc	parts and repairs/2 Dodge chargers	52,309.10
Sheridan Newspapers Inc	Ads	3,451.38
Sheridan Seed Co., Inc.	50lbs tough lawn	210.00
Sheridan Transportation Taxi	April Safe Rides	2,335.00
Source Office & Technology	Office supplies	1,485.47
State of WY - Judicial Systems Automation Acct	Court Automation Fund 04.2019	3,810.00
State of Wyoming	4MG Tank #4502 - Accrued Interest DWSRF #165	43,543.08
Steve's Truck Service Inc	Parts and repairs	7,691.78
Swagit Productions, LLC	Video Streaming Services - April 2019	1,295.00
Tara Riedesel	Deposit Refund/440 W Brundage St.	9.73
The Brinton Museum	Rental of the Brinton Museum (WAM conference)	2,902.50
The Lamar Companies	Billboards	3,337.00
Thomas J Klepperich	Arraignments - April 2019	3,200.00
Tire Rama	trailer tires unit 5.64 ST, mount 2 tires ST unit	2,007.10
Titan Machinery Inc.	chute lining unit 4.92 ST	301.51

Vendor Name	Description	Total
TNFF 14 Inc.	New Fly Fisher Episode	4,000.00
Tongue River Stone	tons of chips for hot plant	1,669.55
Top Office Products Inc	42 inch lateral file cabinet for records office	777.90
Toter LLC	96 gallon trash carts - quantity 70	3,892.28
Transaction Warehouse, Inc	Web Payment Transaction Fee, Apr 2019	2,680.20
Travis Zeilstra	Deposit Refund/308 1st W Parkway	22.55
U.S. Armor Corporation	Duty Vest for Stallions	814.25
USA Blue Book	high torque root cutter kit - Storm	2,033.79
Valley Motor Honda	o, ring, fuel tank joint, cap Unit 4.74- ST	23.16
Victim Services	Crime Victims Fund 04.2019	935.00
Visionary Communications	BG & Intake: Internet for April and May	400.90
Visit.Com Inc.	Monthly Support Fee - March	300.00
VRM	500 hr. Service on CAT 826 Landfill Compactor/recycling bale	1,150.00
WAM	2019 WAM Summer Convention Registration CG & EB	435.00
Wastequip Manufacturing, LLC	2 yard trash containers - quantity 10	5,921.00
Way Oil Inc	Oil	2,755.05
Wayne Coleman Construction, Inc.	Retainage Release for 2019 Crushing Project	5,185.99
Wells Fargo Bank-CC	Credit card charges for April 2019	34,820.13
Western Emulsions, Inc.	1.86 tn - CRS-2 oil - durapatcher - st	855.60
William Ford	Balance Refund/338 Adkins Ave.	2,583.90
Winsupply of Sheridan Wy Co	Ball valves, PVC unions, rubber gaskets	1,699.98
Wyoming Audiology & Hearing	Hearing test UM	288.00
Wyoming Department of Workforce Services	Unemployment Insurance for 1st Qtr - 2019	2,124.54
Wyoming Electric, Inc.	New Switch for Recycling Belt	474.00
Wyoming Machinery Co	Parts for Unit 4-82	1,287.97
Wyoming Public Media-KUWR	Radio Advertising April	1,220.00
Wyoming Rents, LLC	Pumps and hoses rental	517.00
Xerox Corporation	Xerox lease and copies - April	157.24
Yonkee & Toner, LLP	Legal Services for April 2019	200.00
Zowada Recycling & Steel, LLC	flat bar unit 3.90- ST, 3/16 flat bar -supplies-ST	41.60
Grand Total		525,017.15

City of Sheridan
Prepaids paid on 05/03/19

Sum of Amount		
Vendor Name	**Description**	Total
CenturyLink Communications, LLC	SCADA Lines and Extensions	**492.27**
Dick Anderson Construction Inc.	Weatherby Building Construction - #5315	**423,960.65**
Law Office of Rex O. Arney	Public Records Act review, transfer of property	**160.00**
Montana Dakota Utilities	Um shop, pump stations/numerous electric bills	**18,049.91**
Grand Total		**442,662.83**

City of Sheridan
Prepaids paid on 05/08/19

Sum of Amount		
Vendor Name	**Description**	Total
Wyoming Annual Shrine Bowl Game Program	Ad - Wyo Shrine Bowl Game Program (2019)	**250.00**
Grand Total		**250.00**

City of Sheridan
Prepaids paid on 05/09/19

Sum of Amount		
Vendor Name	**Description**	Total
CenturyLink Communications, LLC	SCADA Lines and Extensions	**301.02**
Montana Dakota Utilities	N Sheridan Interchange Misc #4729/numerous electric bills	**18,414.40**
Grand Total		**18,715.42**

City of Sheridan
Regular Payroll paid on 05/10/19

Sum of Amount		
Vendor Name	Description	Total
497-874-NCPERS Wyoming	Regular Payroll 05.10.19	320.00
Aflac	Regular Payroll 05.10.19	1,458.90
Blue Cross Blue Shield of Wyoming	Regular Payroll 05.10.19	84,150.55
Child Support-Ohio	Regular Payroll 05.10.19	196.14
Circuit Court of Sheridan	Regular Payroll 05.10.19	319.90
CITCO FCU	Regular Payroll 05.10.19	3,095.13
First Federal Savings Bank	Regular Payroll 05.10.19	9,482.88
HealthEquity, Inc.	Regular Payroll 05.10.19	2,522.95
IRS 941	Regular Payroll 05.10.19	68,885.25
LegalShield	Regular Payroll 05.10.19	45.85
LOCAL 276, IAFF	Regular Payroll 05.10.19	800.00
Nationwide	Regular Payroll 05.10.19	72.12
Optum Bank, Inc.	Regular Payroll 05.10.19	722.93
Orchard Trust	Regular Payroll 05.10.19	4,898.96
Police Protective Assoc.	Regular Payroll 05.10.19	55.00
Security State Bank	Regular Payroll 05.10.19	156.25
Sunlight Federal Credit Union	Regular Payroll 05.10.19	1,861.70
Vantagepoint Transfer Agents 300698	Regular Payroll 05.10.19	7,111.15
VSP	Regular Payroll 05.10.19	1,084.95
Workers' Safety &	Regular Payroll 05.10.19	9,633.68
Wyo Educator's Benefit Trust	Regular Payroll 05.10.19	1,158.37
Wyoming Retirement System	Regular Payroll 05.10.19	62,290.88
Wyoming State Disbursement Unit	Regular Payroll 05.10.19	773.76
Grand Total		261,097.30

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:	Sales & Use Tax Presentation - City Treasurer Karen Burtis
From:	Karen Burtis, City Treasurer
To:	Mayor and Council
CC:	
Date:	04/23/2019

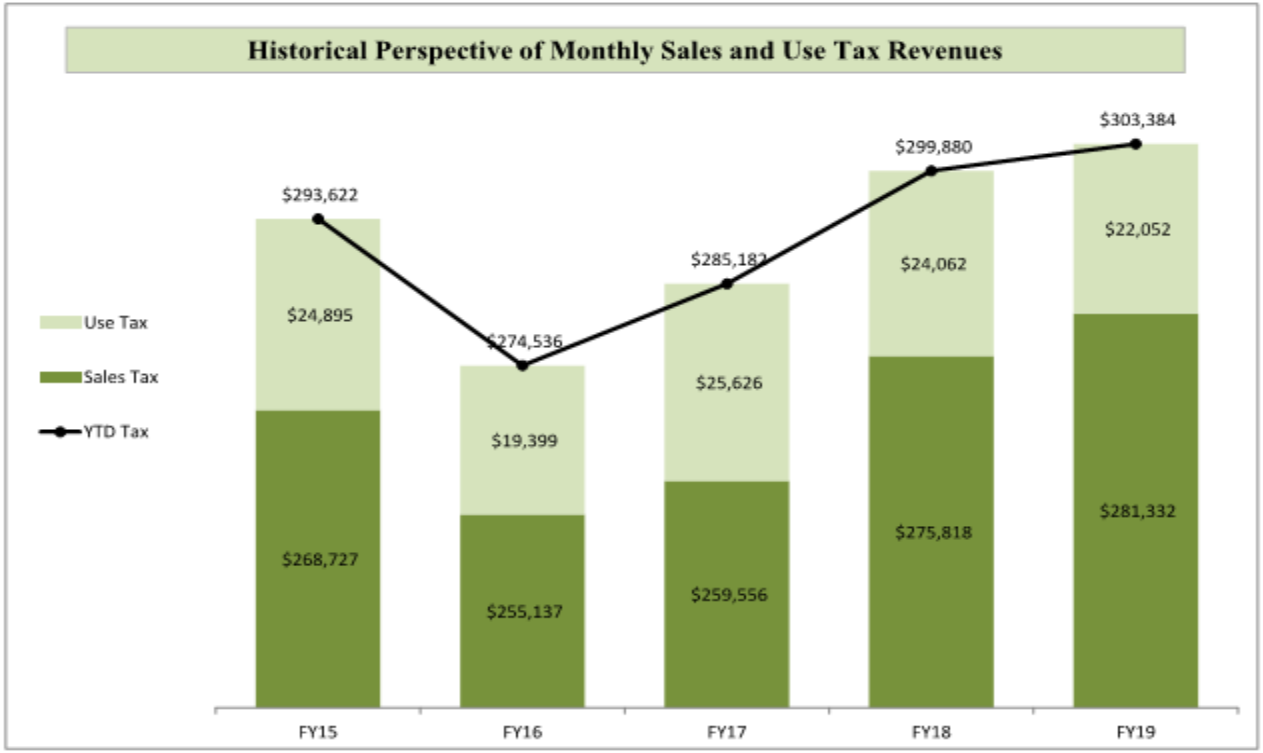
Attachments

Sales & Use Tax Graphs

City of Sheridan
Tax Revenue Report
May 2019

General Fund Monthly Sales and Use Tax Revenues

	Budgeted Revenues May-19	Actual Revenues May-19	Prior Year Actual Revenues May-18	Variance FY18 - FY19
Sales Tax	$ 274,875	$ 281,332	$ 275,818	2.0%
Use Tax	$ 25,025	$ 22,052	$ 24,062	-8.4%
Total	**$ 299,900**	**$ 303,384**	**$ 299,880**	**1.2%**



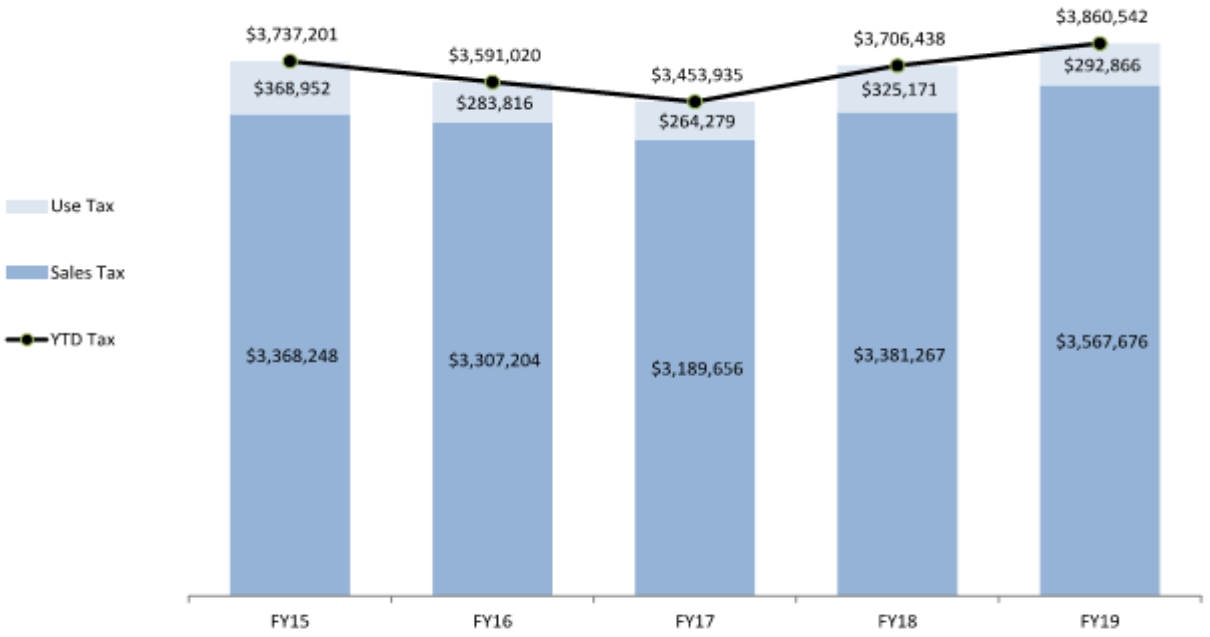
City of Sheridan
Tax Revenue Report
May 2019

General Fund Year-To-Date Sales and Use Tax Revenues

	Budgeted Revenues YTD FY19	Actual Revenues YTD FY19	Prior Year Actual Revenues YTD FY18	Variance FY18 - FY19
Sales Tax	$ 3,471,000	$ 3,567,676	$ 3,381,267	5.5%
Use Tax	$ 323,470	$ 292,866	$ 325,171	-9.9%
Total	**$ 3,794,470**	**$ 3,860,542**	**$ 3,706,438**	**4.2%**

4.2% increase

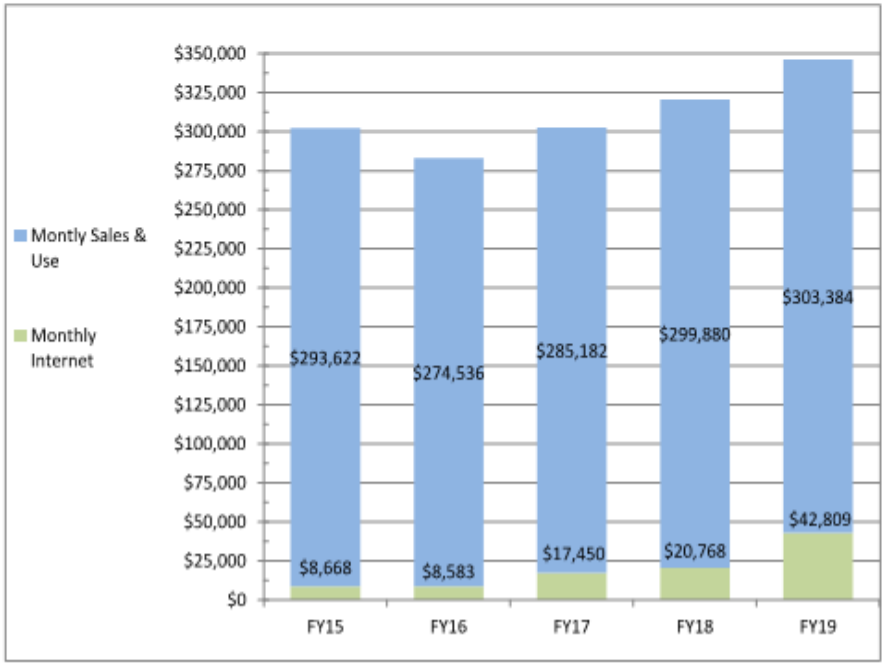
Historical Perspective of Year-To-Date Sales and Use Tax Revenues



City of Sheridan
Tax Revenue Report
May 2019

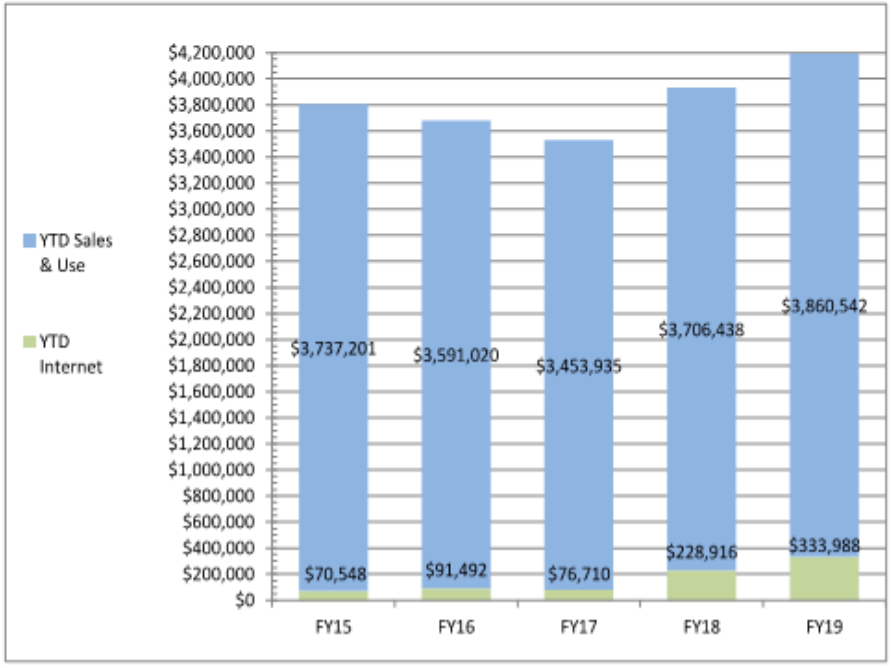
Monthly Internet Tax Compared to Total Sales & Use Tax

	FY17 May-17	FY18 May-18	FY19 May-19	Variance FY18 - FY19
Internet Tax	$ 17,450	$ 20,768	$ 42,809	106.1%
Sales & Use Tax	285,182	299,880	303,384	1.2%
Percentage	6.12%	6.93%	14.11%	103.7%



YTD Internet Tax Compared to Total Sales & Use Tax

	FY17 YTD	FY18 YTD	FY19 YTD	Variance FY18 - FY19
Internet Tax	$ 76,710	$ 228,916	$ 333,988	45.9%
Sales & Use Tax	$ 3,453,935	$ 3,706,438	$ 3,860,542	4.2%
Percentage	2.22%	6.18%	8.65%	40.1%



City of Sheridan
Sales & Use Tax Revenue Report
May 2019

Select Municipalities Comparison

	FY18	FY19	%
Sheridan	$ 299,880	$ 303,384	1%
Buffalo	$ 99,341	$ 123,916	25%
Riverton	$ 171,216	$ 168,182	-2%
Gillette	$ 1,774,792	$ 1,827,807	3%
Douglas	$ 568,098	$ 834,848	47%
Casper	$ 1,398,527	$ 1,609,857	15%
Cheyenne	$ 1,393,102	$ 1,593,771	14%
Laramie	$ 455,005	$ 455,609	0%
Jackson	$ 555,042	$ 625,298	13%
Cody	$ 210,791	$ 205,407	-3%
Green River	$ 474,481	$ 501,231	6%
Rock Springs	$ 873,364	$ 922,600	6%

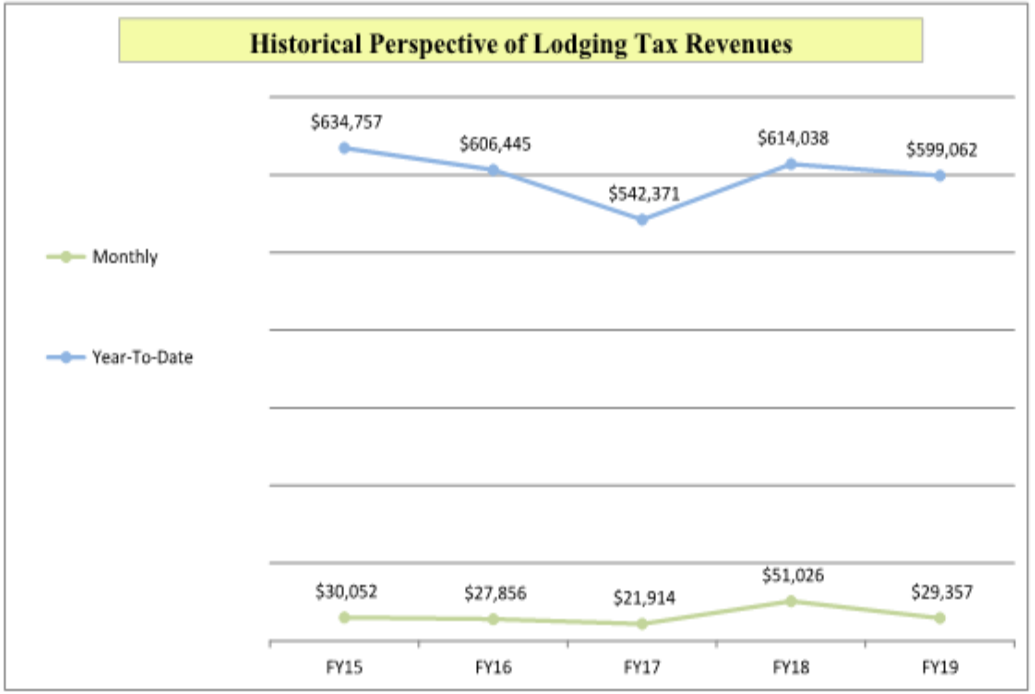
City of Sheridan
Tax Revenue Report
May 2019

Monthly Lodging Tax Revenues

	Budgeted Revenues May-19	Actual Revenues May-19	Prior Year Actual Revenues May-18	Variance FY18 - FY19
Lodging Tax	$ 24,090	$ 29,357	$ 51,026	-42.5%

Year-To-Date Lodging Tax Revenues

	Budgeted Revenues YTD FY19	Actual Revenues YTD FY19	Prior Year Actual Revenues YTD FY18	Variance FY18 - FY19
Lodging Tax	$ 596,244	$ 599,062	$ 614,038	-2.4%



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:	Compass Center for Families/CASA - Executive Director Susan Carr
From:	
To:	Mayor and Council
CC:	Mayor & Council Members
Date:	05/20/2019

Attachments

2019 Compass Speaking presentation



I am for the child™

A new initiative to fight for the rights of neglected and abused children.

Compass Center for Families
Johnson and Sheridan Counties

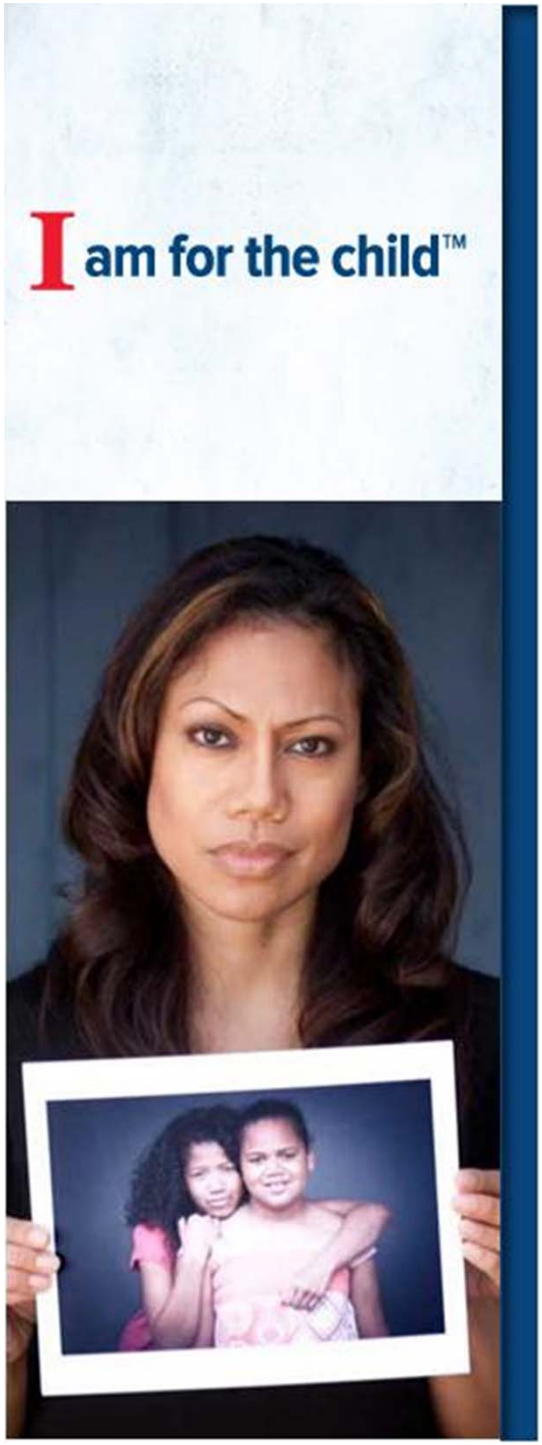
Lift up a child's voice.
A child's life.™



WHO WE ARE IN THE 4TH JUDICIAL DISTRICT

- CASA of Sheridan County began in 1990 after the death of a young girl
- CASA of Johnson County began in 1994
- The two programs merged in 2004, creating Child Advocacy Services of the Big Horns. The joining of the two agencies increased the ability of the agency to add important programs.
- We rebranded as Compass Center for Families in 2016.

Lift up a child's voice.
A child's life.™



SERVING CHILDREN IN 4TH JUDICIAL DISTRICT:

In 2018, Compass Center for Families served:

- 141 children in open child abuse and neglect cases
- 85 open cases
- 47 volunteers –
  - 27 in Sheridan County
  - 20 in Johnson County
- 2,259 hours of volunteer time
- Closed 38 cases

Lift up a child's voice.
A child's life.™



SUPERVISED VISITATION/CUSTODIAL EXCHANGE

PARENT EDUCATION

MEDIATION

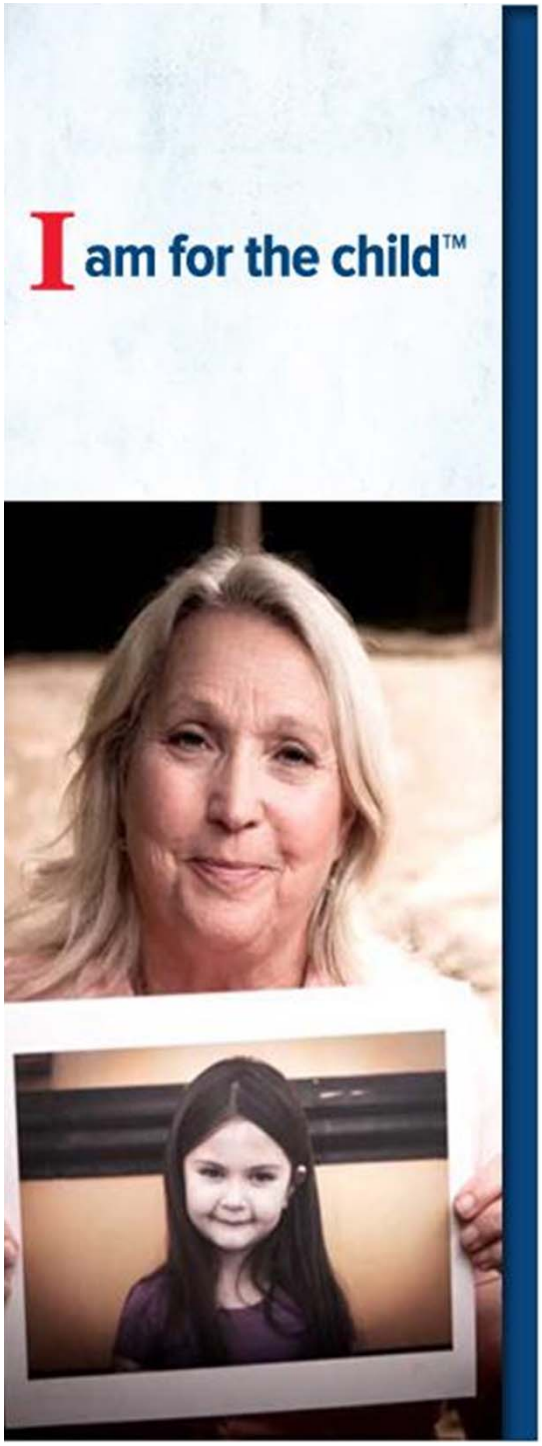
HIGH FIDELITY WRAP PROGRAM

PARENT LIAISON

Referrals come from:

- The Department of Family Services
- Child Support Authority
- The Courts
- Private referrals
- Attorneys
- Schools
- Medical professionals

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A child's life.™



CAPACITY TO SERVE

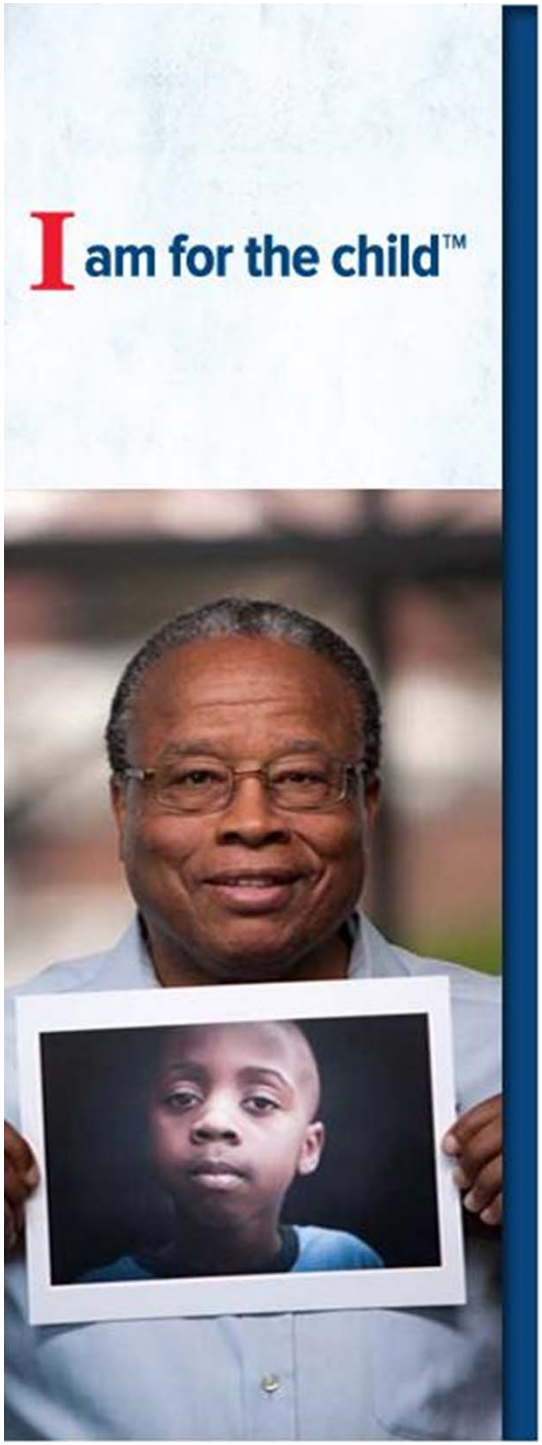
We operate seven (7) days a week from 8 a.m. to 8 p.m.

We are closed for major holidays and for weather emergencies

We can accommodate up to four (3) hours of visitation per week

We are especially busy right after school and on weekend. When the house is booked, families come in a first come, first served basis with a priority placed on families whose children have been removed from the home. Court orders and family requests are honored to the best of our ability.

Lift up a child's voice.
A child's life.™



2014 VXP PROVIDED SERVICES….

100 children in 53 families in visitation/exchange services

1,472 hours of visitation in 965 visits

728 custodial exchanges

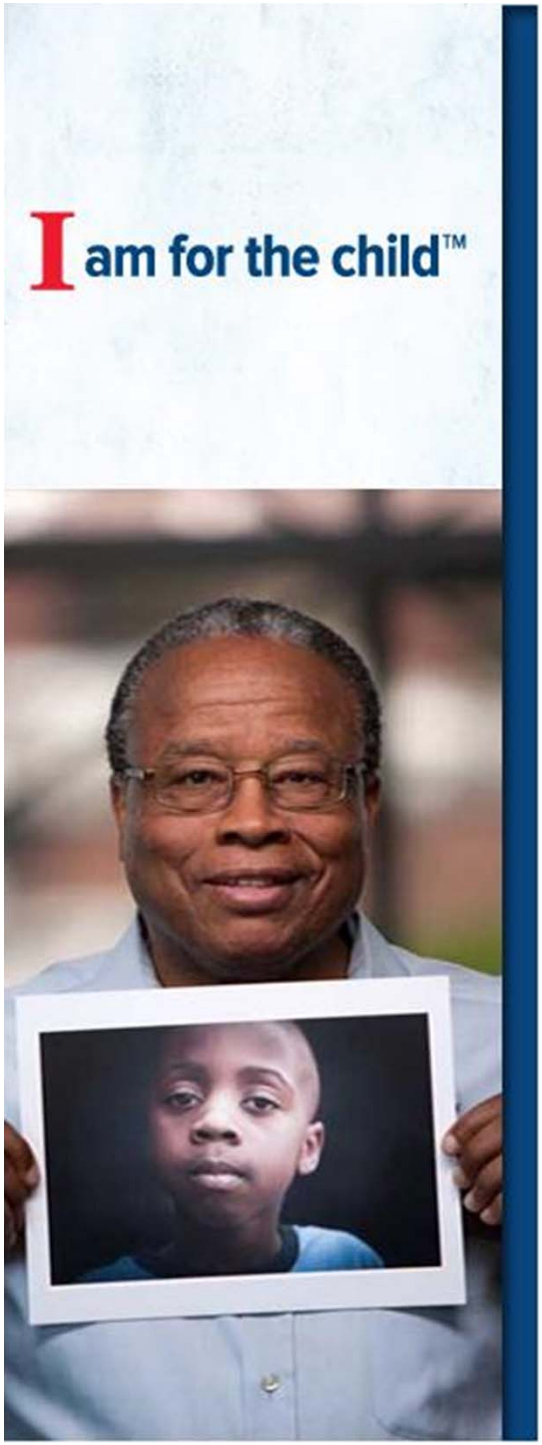
10 paid employees – visitation supervisors

2 program coordinators – Sheridan/Johnson

76% of our families fall under the 200% of the FPL

In October, only 47% of our families came to us from juvenile courts/DFS

Lift up a child's voice.
A child's life.™



2018 VXP PROVIDED SERVICES….

144 children in 93 families in visitation/exchange services

2,519.25 hours of visitation in 1,266 visits

376 custodial exchanges

8 paid employees – visitation supervisors

2 program coordinators – Sheridan/Johnson

76% of our families fall under the 200% of the FPL

64% of our families came to us from juvenile courts/DFS

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A child's life.™



HOW TO CONTACT US?

Sheridan County Office – www.sheridancasa.com
1981 Double Eagle, Sheridan WY - 30-675-2272 (CASA)
CASA Coordinator – Jo Forbes
Visitation Coordinator – LouAnn Larsen
Education Coordinator – Tracy Jones
Executive Director - Susan Carr

Johnson County Office – www.buffalocasa.com
777 Fort STree, Buffalo WY - 307-684-2446
CASA Coordinator – Jackie Benton
Visitation Coordinator – Shannon Sickler
Assistant Director – Kassahn Sanders Mathson, LCSW

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:	Recognition of Community Cleanup Volunteer Groups and Trees for Trash Overview - Utilities Director Dan Roberts
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	
Date:	05/16/2019

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 the Second Reading of Ordinance #2201 Amending City of Sheridan Tree Code - Public Works Director Lane Thompson
From:	Lane Thompson, Public Works Director
To:	Mayor and Council
CC:	
Date:	05/02/2019

Recommendation:

Staff recommends that Mayor and Council approve the adoption of the proposed changes to the current Tree Ordinance.

Discussion:

The City Arborist and the Sheridan Tree Board have been working together over the past six (6) months to update and make changes to Chapter 26 of the Sheridan Municipal Code. In 2008, the City was awarded a Tree City ISA designation. This designation requires maintaining a Tree Board and a Tree Care Ordinance for the community. The current Tree Ordinance was created for this reason. With the addition of a City Arborist, the Code needs to be updated. Many of the proposed changes focus on defining the City Arborist's roles and responsibilities within the context of the ordinance. The other major changes to the document focus on requiring any person or business performing tree maintenance activities on public trees to follow the best management practices and safety requirements laid out by the American National Standards Institute (ANSI). Both the*American National Standards Institute, Inc., ANSI A300 (Part 1) - 2017* and the *ANSI Z133.1 - 2017. Safety Requirements* are documents that are recognized nationally as the standard for arboricultural practices. These documents have been adopted by many municipalities around the State of Wyoming and the United States. Other changes in the ordinance include a change to the required clearance height of trees over roadways (from 20ft to 14ft), and change in the definition of Tree Board and it's bylaws, and a change in the amount of insurance required for contractors to obtain a license to work on public trees in the City of Sheridan. A majority of the requirements in the current ordinance will remain intact.

Attachments

Ord 2201 Clean

Ord 2201 Redlined

Ordinance 22-01

AN ORDINANCE AMENDING CHAPTER 26 OF THE CITY OF SHERIDAN MUNICIPAL ORDINANCES CONCERNING TREES, PLANTS AND SHRUBS, AND CHAPTER 18 CONCERNING NUISANCES, SPECIFICALLY;

WHEREAS, the City of Sheridan Ordinances contain certain provisions concerning the maintenance and removal of trees, plants and shrubs;

WHEREAS, the City of Sheridan desires to amend the City Ordinances to better improve the City of Sheridan Community Forest.

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

The following Section of Chapter 18-2(b) shall be amended to include the additional provision:

(35) 26-5 [Distance from street corners and fire hydrants].
(36) 26-6 [Distance from curbs and public sidewalks].
(37) 26-7 [26-7 Utilities]
(38) 26-9 [Height—Corner clearance.]
(39) 26-12 [Dead or diseased tree removal on private property]
(40) 26-14 [Improper planting on private property]

The following Sections of Chapter 26 are hereby amended and renumbered:

26-1 Purpose.

This Chapter provides for the care of trees, plants, and shrubs on City property and aids in the creation of a Community Forestry Program. The mission of this Program is to effectively promote the wellbeing and safety of the City of Sheridan Community Forest. Any violation of this Chapter shall be considered a nuisance as defined by Chapter 18 of City of Sheridan Ordinances. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079 § 2, 1-18-10.)

26-2 Definitions.

(a) *City Arborist* is herein defined as the appointed City employee who plans, develops, implements and manages the City's Community Forestry Program. This individual oversees the planting and maintenance of all City trees in parks, open space, landscaping and City right-of ways and property.

(b) *Community Forest Program* is herein defined as the care and management of single trees, tree populations and public landscapes for the purpose of enhancing the City's urban environment..

(c) *Street trees* are herein defined as trees, plants, shrubs, bushes and all other woody vegetation lying in the city right-of-way.

(d) *Rights-of-way* are herein defined as a strip of land occupied or intended to be occupied by a street, sidewalk, crosswalk, alley, boulevard (the strip of land between a sidewalk and street) shade tree or for another special use or otherwise reserved by easement.

(e) *Public sidewalks* are herein defined as sidewalks located within the City right-of-way.

(f) *Park trees* are herein defined as trees, plants, shrubs, bushes and all other woody vegetation in parks, and all areas owned by the City, or to which the public has free access as a park.

(g) *Public trees* are herein defined collectively as all street trees, park trees and any other trees located on public property.

(h) Topping or *Top* is herein defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

(i) *Tree Day*. The Mayor of the City shall annually, in the spring, issue his or her proclamation designating a day to be observed by the citizens of the City, calling upon them to devote the day to tree planting and toward the cultivation of trees and shrubbery.

(j) *Tree Pruner*. A person or company who has been issued a license to provide a commercial service to prune or remove trees as specified by this Chapter.

26-3 Tree Board

(a) The City Tree Board shall consists of up to seven (7) members who are residents of the City or own a business in Sheridan. One (1) member of the Board shall include the Public Works Director or his designee. One (1) member of the Board shall be the City Arborist. Tree Board members shall be appointed by the Mayor with the approval of the City Council.

(b) It shall be the responsibility of the City Arborist and/or City Tree Board to study, investigate, counsel, and develop written standards, rules and regulations for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in public ways, streets and alleys. Such standards shall be adopted by City of Sheridan Governing Body, and shall constitute the official comprehensive city tree plan for the City of Sheridan, Wyoming.

(c) The City Tree Board, when requested by the City Governing Body, shall consider, investigate, make findings, report, and recommend upon any special matter or question.

(d) The City Tree Board shall choose its own officers, make its own rules and regulations regarding internal procedures consistent with the provisions of this chapter, and keep a journal of its proceedings. A majority of the members shall be a quorum for the transaction of business. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079 § 2, 1-18-10.)

26-4 Tree Size and Species.

The following tree size classification shall apply in subsequent sections:

Small tree	Up to twenty-five feet (25') projected height at maturity.
Medium tree	Twenty-five (25') to forty feet (40') projected height at maturity.
Large trees	Over forty feet (40') projected height at maturity.

Specific tree choices and prohibited tree species shall be adopted by the City Tree Board through its regulations. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-5 Distance from Street Corners and Fire Hydrants.

No street trees shall be planted closer than thirty feet (30') from any street corner, measured from the point of the nearest intersecting curbs or curb lines. No street tree shall be planted closer than ten feet (10') from any fire hydrant. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-6 Distance from Curbs and Public Sidewalks.

The distance trees may be planted from curbs or curb lines and public sidewalks will be in accordance with the tree species size classes as adopted in the regulations of the City Tree Board, and no trees may be planted closer to any curb or public sidewalk than the following: small trees—two feet (2'), medium trees—three feet (3'), and large trees—four feet (4'). Provided, the City Governing Body, at its discretion, may permit trees to be planted closer to curbs, curb lines and sidewalks. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-7 Utilities.

No street trees other than those permitted by the City Tree Board in its regulations, may be planted under or within ten lateral feet (10') of any overhead utility wire, or over or within five lateral feet (5') of any underground water line (with the exception of underground irrigation systems), sewer line, transmission line or other utility. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-8 Public Tree Care.

The City shall have the right to plant, prune, preserve, and remove trees, plants, and shrubs within the rights-of-way of all streets, alleys, avenues, lanes, squares and public grounds, as may be necessary to insure safety when servicing City utilities or to preserve the symmetry and beauty of such public grounds. The City may, at its option, remove or cause to be removed any public tree or part thereof which presents an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines, or other public improvements. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-8.01 Property Owner Responsibilities.

The owner of property abutting any public street, alley or sidewalk, rights-of-way, boulevards or other public place, shall properly maintain and care for all trees, shrubs, hedges or vines located upon or affecting these areas pursuant to the terms set forth in Sections 26-9 through 26-14. (Ord. No. 2079, § 2, 1-18-10.)

26-9 Height—Corner Clearance.

(a) Street trees shall be maintained with the following clearance: eight feet (8') above the pedestrian thoroughfare and fourteen feet (14') above driving surface.

(b) In order to provide clear visibility at street intersections, a minimum of eight feet (8') vertical clearance along the pedestrian thoroughfare must be maintained and eighteen feet (18') above driving surface within the triangular area at any street intersection corner which is formed by the intersecting back of curb lines. A thirty-foot (30') distant, as measured horizontally, must be maintained as measured along said back of curb lines, from their projected points of intersection.

i. If owners do not correct such problems, the City shall notify property owners in writing. If owners are advised of the above-mentioned problems and they are not corrected within fifteen (15) days, the City may remove the problem trees or limbs and the cost thereof shall be assessed to the owner. Such trimming will be confined to the area immediately above the right-of-way. Notice to the owner shall be deemed delivered upon notice being mailed by the City to the property owner's mailing address reflected in the real property tax records.

ii. If such costs to correct a problem are not paid by the owner within thirty (30) days from the date the City notifies the owner of the costs incurred to abate the problem, the City may: (1) issue a citation for a misdemeanor punishable as set forth in Chapter 9 of the Sheridan City Code (section 9-1 et seq.); and may (2) file notice of the claim and lien against the property affected in the Sheridan City Clerk's Office and the Sheridan County Clerk's Office against the owners of the real property.

iii. The owners, after submitting a formal request for financial assistance, may be eligible for reimbursement through the City's abatement fund for no more than fifty percent (50%) of the costs. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-10 Application/Permit for Trees Located in the Right-of-Way.

No person or company shall plant, remove, cut above the ground, or disturb any tree on any street, park, or other public place without first filing an application and procuring a permit from the City. The person receiving the permit shall abide by the standards set forth in this Chapter. Permits are issued by the City and shall be approved by the City Arborist. The City reserves the right to deny a permit for any reason with or without cause. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-11 Performance Standards.

(a) Any person and/or business performing tree maintenance on public trees shall be required to adhere to the requirements adopted in the American National Standards Institute, Inc., ANSI A300 (Part 1)-2017. American National Standard for Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance - Standard Practices (Pruning) practices outlined in the document: American National Standards Institute, Inc., ANSI A300 (Part 1)-2017. American National Standard for Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance - Standard Practices (Pruning).

(b) If a tree is to be removed from a public right of way, the stump of that tree must then be ground out at least six (6) inches below the surface grade of the area. Utilities must be located before any stump grinding or digging can occur.

(c) Any person or business proposing to apply pesticides to shrubs, trees or plants located on public property must possess the proper pesticide qualifications and provide proof of their qualifications to the City.

(d) No person shall willfully destroy, break, or mutilate any growing trees located on public property or private property in which they are not the owner. It is unlawful for anyone to top any street tree, park tree, or other tree on public property. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical, may be exempted from this chapter at the determination of the City Arborist.

26-12 Dead or Diseased Tree Removal on Private Property.

(a) Should trees located on private property constitute a hazard to life or property, or harbor insects or disease which constitutes a potential threat to other trees within the City. Owners shall be advised of the above-mentioned issue. The owner shall take action to correct the problem within fifteen (15) days from the date of the issuance of the notice. Should the owner fail to correct the problem, the tree may be removed or caused to be removed by the City and the cost thereof shall be paid by the owner. Notice to the owner shall be deemed delivered upon notice being mailed by the City to the property owner's mailing address reflected in the real property tax records.

(b) If such costs are not paid, the owner, within thirty (30) days from the date the City notifies the owner of the costs actually incurred to correct the problem, the City may: (1) issue a citation for a misdemeanor punishable as set forth in Chapter 9 of the Sheridan City Code (Section 9-1 et seq.); and may (2) file notice of the claim and lien against the property affected in the Sheridan City Clerk's Office and the Sheridan County Clerk's Office, which if filed.

(c) The owners, after submitting a formal request for financial assistance, may be eligible for reimbursement through the City's abatement fund for no more than fifty percent (50%) of the costs.

(d) Should the property owner contest the fact that the tree is diseased, they may request a hearing in front of the City of Sheridan Board of Adjustments. Said hearing shall be conducted pursuant to the Wyoming Administrative Procedures Act. If a hearing shall be requested, the City shall not cause the removal of the dead or diseased tree until the completion of the hearing. The provisions of this paragraph shall not apply in case of an emergency. Cases of emergency are defined as conditions, which pose an immediate safety or health hazard to the public. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-13 Trees Already in Place.

Trees already in place and growing at the date of the ordinance codified in this Chapter shall be exempt from sections 26-5, 26-6, and 26-7. However, any new or replacement trees shall be subject to sections 26-5, 26-6 and 26-7. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-14 Improper Planting on Private Property.

(a) Whenever a tree or shrub is planted in conflict with the provisions of this Chapter, the City shall notify the landowner in writing. If the landowner has not corrected the problem within fifteen (15) days, the same may be removed or caused to be removed by the City and the cost thereof shall be assessed to the owner. Notice to the owner shall be deemed delivered upon notice being mailed by the City to the property owner's mailing address reflected in the real property tax records.

(b) If such costs are not so paid by the owner within thirty (30) days from the date the City notifies the owner of the costs actually incurred to correct the problem, the City may: (1) issue a citation for a misdemeanor punishable as set forth in Chapter 9 of Sheridan City Code (section 9-1 et seq.); and may (2) file notice of the claim and lien against the property affected in the Sheridan City Clerk's Office and the Sheridan County Clerk's Office. Notice to the owner shall be deemed delivered upon notice being mailed by the City to the property owner's mailing address reflected in the real property tax records.

(c) The owner, after submitting a formal request for financial assistance, may be eligible for reimbursement through the City's abatement fund for no more than fifty percent (50%) of the costs. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-15 License and Bond.

(a) It is unlawful for any person or firm to engage in the business or occupation of pruning, treating, or removing public trees, or trees on public property within the City without first applying for and procuring a license from City. Applicants shall pass a written examination to insure they are qualified and knowledgeable in tree pruning standards and provide a list of at least three references from past clients or certified arborists attesting to applicant's skill, ability and professionalism. Arborists certified by the International Society of Arboriculture (ISA) will be exempt from the examination. License fee and licenses will not be required for any City employee doing such work in the pursuit of their public service endeavors. The City may waive license requirements for any person or business who is performing work at the request of the City.

(b) A tree pruners' license fee shall be set by City Governing Body. Before issuance of the license, the licensee shall execute and deposit in the office of the City Clerk a surety bond to the City, in form approved by the City Governing Body, in the sum of five thousand dollars ($5,000.00). In addition to such bond, each applicant shall, for the protection of the public, place on file in the office of the City Clerk, a policy of public liability insurance, in force and effect during the license period, issued by an insurance company authorized to do business in the state, in the following minimum amounts: Personal and bodily injury liability with limits of one million dollars ($1,000,000.00) per occurrence and one million dollars ($1,000,000.00) for property damage per occurrence.

(c) All tree pruners' licenses issued under this section shall expire one (1) year from date of issuance. The City shall maintain a list of licensees.

26-15.01 Duties of Care Toward Public.

(a) Any person or business performing any type of tree maintenance on public property will be required to adhere to the requirements adopted in the American National Standards Institute, Inc., ANSI A300 (Part 1)-2017. American National Standard for Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance - Standard Practices (Pruning) practices outlined in the document: American National Standards Institute, Inc., ANSI A300 (Part 1)-2017. American National Standard for Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance - Standard Practices (Pruning).

(b) Tree pruners will safeguard all persons and property from injury during the operation of cutting down trees or by trimming off parts thereof, and will exercise every precaution in connection therewith by giving warning to all persons who might possibly be injured by falling trees and limbs and by erecting street and sidewalk barriers to avoid accidents of every nature.

(c) Tree pruners shall clean up all branches, stumps, logs, chips, leaves and twigs scattered as a result of their work and will thoroughly and completely pick up and remove all of the same from streets, sidewalks and alleys.

(d) Tree pruners shall transport logs, stumps, limbs, twigs, chips, leaves and tree trimmings of every nature over the streets and alleys of the City so that there shall be no scattering of such debris during the transportation thereof, to a dumping place approved and designated by the Solid Waste Manager of the City.

(e) Persons pruning trees on their own property are not required to comply with the terms of this Chapter pertaining to licensing or posting of a bond and insurance, but are otherwise regulated by and subject to this section.

(f) Upon more than one conviction of any person for the violation of this section, the license of such person to prune trees may be revoked by for a period of one (1) year by the Tree Board. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-16 Interference with City Arborist/City Tree Board.

(a) It is unlawful for any person to prevent, delay, or interfere with the City Tree Board, or any City employee, while engaging in and about the planting, cultivating, mulching, pruning, spraying or removing of any trees or shrubs authorized in this Chapter.

26-17 Review by the City Council.

The Governing Body of the City of Sheridan shall have the right to review decisions of the City Arborist and/or City Tree Board. Any person may appeal from the ruling or order of the City Arborist and/or City Tree board to the City's Board of Adjustment. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-17 Penalty.

Any person violating any provision of this chapter shall be, upon conviction or a plea of guilty, punished as provided in the City Code, Section 9-1. Any tree, shrub or other plant found to be in violation of this chapter or found to be diseased, dangerous, improperly planted, or dead shall be deemed and declared a nuisance. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

WHEREUPON, a motion was passed and the Ordinance declared adopted this ____ day of ____ _____, 2019.

CITY OF SHERIDAN, WYOMING

_____
Mayor

ATTEST:

_____
City Clerk

FIRST READING:

SECOND READING:

PUBLISHED:

EFFECTIVE THE _____ DAY OF _____, 2019.

Ordinance 22-01

AN ORDINANCE AMENDING CHAPTER 26 OF THE CITY OF SHERIDAN MUNICIPAL ORDINANCES CONCERNING TREES, PLANTS AND SHRUBS, AND CHAPTER 18 CONCERNING NUISANCES, SPECIFICALLY;

WHEREAS, the City of Sheridan Ordinances contain certain provisions concerning the maintenance and removal of trees, plants and shrubs;

WHEREAS, the City of Sheridan desires to amend the City Ordinances to better improve the City of Sheridan Community Forest.

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

The following Section of Chapter 18-2(b) shall be amended to include the additional provision:

(35) 26-5 [Distance from street corners and fire hydrants].
(36) 26-6 [Distance from curbs and public sidewalks].
(37) 26-7 [26-7 Utilities]
(38) 26-9 [Height—Corner clearance.]
(39) 26-12 [Dead or diseased tree removal on private property]
(40) 26-14 [Improper planting on private property]

The following Sections of Chapter 26 are hereby amended and renumbered:

26-1 Purpose.

This Chapter provides for the care of trees, plants, and shrubs on City property and aids in the creation of a Community Forestry Program. The mission of this Program is to effectively promote the wellbeing and safety of the City of Sheridan Community Forest. Any violation of this Chapter shall be considered a nuisance as defined by Chapter 18 of City of Sheridan Ordinances. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079 § 2, 1-18-10.)

26-2 Definitions.

(a) *City Arborist* is herein defined as the appointed City employee who plans, develops, implements and manages the City's Community Forestry Program. This individual oversees the planting and maintenance of all City trees in parks, open space, landscaping and City right-of ways and property.

(b) *Community Forest Program* is herein defined as the care and management of single trees, tree populations and public landscapes for the purpose of enhancing the City's urban environment.

(c) *Street trees* are herein defined as trees, plants, shrubs, bushes and all other woody vegetation lying in the city right-of-way.

(d) *Rights-of-way* are herein defined as a strip of land occupied or intended to be occupied by a street, sidewalk, crosswalk, alley, boulevard (the strip of land between a sidewalk and street) shade tree or for another special use or otherwise reserved by easement.

(e) *Public sidewalks* are herein defined as sidewalks located within the City right-of-way.

(f) *Park trees* are herein defined as trees, plants, shrubs, bushes and all other woody vegetation in parks, and all areas owned by the City, or to which the public has free access as a park.

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(h) Topping or *Top* is herein defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

(i) *Tree Day*. The Mayor of the City shall annually, in the spring, issue his or her proclamation designating a day to be observed by the citizens of the City, calling upon them to devote the day to tree planting and toward the cultivation of trees and shrubbery.

(j) *Tree Pruner*. A person or company who has been issued a license to provide a commercial service to prune or remove trees as specified by this Chapter.

26-3 Tree Board

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(b) It shall be the responsibility of the City Arborist and/or City Tree Board to study, investigate, counsel, and develop written standards, rules and regulations for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in public ways, streets and alleys. Such standards shall be adopted by City of Sheridan Governing Body, and shall constitute the official comprehensive city tree plan for the City of Sheridan, Wyoming.

(c) The City Tree Board, when requested by the City Governing Body, shall consider, investigate, make findings, report, and recommend upon any special matter or question.

(d) The City Tree Board shall choose its own officers, make its own rules and regulations regarding internal procedures consistent with the provisions of this chapter, and keep a journal of its proceedings. A majority of the members shall be a quorum for the transaction of business. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079 § 2, 1-18-10.)

26-4 Tree Size and Species.

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Specific tree choices and prohibited tree species shall be adopted by the City Tree Board through its regulations. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-5 Distance from Street Corners and Fire Hydrants.

No street trees shall be planted closer than thirty feet (30') from any street corner, measured from the point of the nearest intersecting curbs or curb lines. No street tree shall be planted closer than ten feet (10') from any fire hydrant. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-6 Distance from Curbs and Public Sidewalks.

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The distance trees may be planted from curbs or curb lines and public sidewalks will be in accordance with the tree species size classes as adopted in the regulations of the City Tree Board, and no trees may be planted closer to any curb or public sidewalk than the following: small trees—two feet (2'), medium trees—three feet (3'), and large trees—four feet (4'). Provided, the City Governing Body, at its discretion, may permit trees to be planted closer to curbs, curb lines and sidewalks. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-7 Utilities.

No street trees other than those permitted by the City Tree Board in its regulations, may be planted under or within ten lateral feet (10') of any overhead utility wire, or over or within five lateral feet (5') of any underground water line (with the exception of underground irrigation systems), sewer line, transmission line or other utility. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-8 Public Tree Care.

The City shall have the right to plant, prune, preserve, and remove trees, plants, and shrubs within the rights-of-way of all streets, alleys, avenues, lanes, squares and public grounds, as may be necessary to insure safety when servicing City utilities or to preserve the symmetry and beauty of such public grounds. The City may, at its option, remove or cause to be removed any public tree or part thereof which presents an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines, or other public improvements. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-8.01 Property Owner Responsibilities.

The owner of property abutting any public street, alley or sidewalk, rights-of-way, boulevards or other public place, shall properly maintain and care for all trees, shrubs, hedges or vines located upon or affecting these areas pursuant to the terms set forth in Sections 26-9 through 26-14. (Ord. No. 2079, § 2, 1-18-10.)

26-9 Height—Corner Clearance.

(a) Street trees shall be maintained with the following clearance: eight feet (8') above the pedestrian thoroughfare and fourteen feet (14') above driving surface.

(b) In order to provide clear visibility at street intersections, a minimum of eight feet (8') vertical clearance along the pedestrian thoroughfare must be maintained and eighteen feet (18') above driving surface within the triangular area at any street intersection corner which is formed by the intersecting back of curb lines. A thirty-foot (30') distant, as measured horizontally, must be maintained as measured along said back of curb lines, from their projected points of intersection.

i. If owners do not correct such problems, the City shall notify property owners in writing. If owners are advised of the above-mentioned problems and they are not corrected within fifteen (15) days, the City may remove the problem trees or limbs and the cost thereof shall be assessed to the owner. Such trimming will be confined to the area immediately above the right-of-way. Notice to the owner shall be deemed delivered upon notice being mailed by the City to the property owner's mailing address reflected in the real property tax records.

ii. If such costs to correct a problem are not paid by the owner within thirty (30) days from the date the City notifies the owner of the costs incurred to abate the problem, the City may: (1) issue a citation for a misdemeanor punishable as set forth in Chapter 9 of the Sheridan City Code (section 9-1 et seq.); and may (2) file notice of the claim and lien against the property affected in the Sheridan City Clerk's Office and the Sheridan County Clerk's Office against the owners of the real property.

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iii. The owners, after submitting a formal request for financial assistance, may be eligible for reimbursement through the City's abatement fund for no more than fifty percent (50%) of the costs. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-10 Application/Permit for Trees Located in the Right-of-Way.

No person or company shall plant, remove, cut above the ground, or disturb any tree on any street, park, or other public place without first filing an application and procuring a permit from the City. The person receiving the permit shall abide by the standards set forth in this Chapter. Permits are issued by the City and shall be approved by the City Arborist. The City reserves the right to deny a permit for any reason with or without cause. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-11 Performance Standards.

(a) Any person and/or business performing tree maintenance on public trees shall be required to adhere to the requirements adopted in the American National Standards Institute, Inc., ANSI A300 (Part 1)-2017. American National Standard for Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance - Standard Practices (Pruning) practices outlined in the document: American National Standards Institute, Inc., ANSI A300 (Part 1)-2017. American National Standard for Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance - Standard Practices (Pruning).

(b) If a tree is to be removed from a public right of way, the stump of that tree must then be ground out at least six (6) inches below the surface grade of the area. Utilities must be located before any stump grinding or digging can occur.

(c) Any person or business proposing to apply pesticides to shrubs, trees or plants located on public property must possess the proper pesticide qualifications and provide proof of their qualifications to the City.

(d) No person shall willfully destroy, break, or mutilate any growing trees located on public property or private property in which they are not the owner. It is unlawful for anyone to top any street tree, park tree, or other tree on public property. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical, may be exempted from this chapter at the determination of the City Arborist.

26-12 Dead or Diseased Tree Removal on Private Property.

(a) Should trees located on private property constitute a hazard to life or property, or harbor insects or disease which constitutes a potential threat to other trees within the City. Owners shall be advised of the above-mentioned issue. The owner shall take action to correct the problem within fifteen (15) days from the date of the issuance of the notice. Should the owner fail to correct the problem, the tree may be removed or caused to be removed by the City and the cost thereof shall be paid by the owner. Notice to the owner shall be deemed delivered upon notice being mailed by the City to the property owner's mailing address reflected in the real property tax records.

(b) If such costs are not paid, the owner, within thirty (30) days from the date the City notifies the owner of the costs actually incurred to correct the problem, the City may: (1) issue a citation for a misdemeanor punishable as set forth in Chapter 9 of the Sheridan City Code (Section 9-1 et seq.); and may (2) file notice of the claim and lien against the property affected in the Sheridan City Clerk's Office and the Sheridan County Clerk's Office, which if filed

(c) The owners, after submitting a formal request for financial assistance, may be eligible for reimbursement through the City's abatement fund for no more than fifty percent (50%) of the costs.

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(d) Should the property owner contest the fact that the tree is diseased, they may request a hearing in front of the City of Sheridan Board of Adjustments. Said hearing shall be conducted pursuant to the Wyoming Administrative Procedures Act. If a hearing shall be requested, the City shall not cause the removal of the dead or diseased tree until the completion of the hearing. The provisions of this paragraph shall not apply in case of an emergency. Cases of emergency are defined as conditions, which pose an immediate safety or health hazard to the public. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-13 Trees Already in Place.

Trees already in place and growing at the date of the ordinance codified in this Chapter shall be exempt from sections 26-5, 26-6, and 26-7. However, any new or replacement trees shall be subject to sections 26-5, 26-6 and 26-7. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-14 Improper Planting on Private Property.

(a) Whenever a tree or shrub is planted in conflict with the provisions of this Chapter, the City shall notify the landowner in writing. If the landowner has not corrected the problem within fifteen (15) days, the same may be removed or caused to be removed by the City and the cost thereof shall be assessed to the owner. Notice to the owner shall be deemed delivered upon notice being mailed by the City to the property owner's mailing address reflected in the real property tax records.

(b) If such costs are not so paid by the owner within thirty (30) days from the date the City notifies the owner of the costs actually incurred to correct the problem, the City may: (1) issue a citation for a misdemeanor punishable as set forth in Chapter 9 of Sheridan City Code (section 9-1 et seq.); and may (2) file notice of the claim and lien against the property affected in the Sheridan City Clerk's Office and the Sheridan County Clerk's Office. Notice to the owner shall be deemed delivered upon notice being mailed by the City to the property owner's mailing address reflected in the real property tax records.

(c) The owner, after submitting a formal request for financial assistance, may be eligible for reimbursement through the City's abatement fund for no more than fifty percent (50%) of the costs. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-15 License and Bond.

(a) It is unlawful for any person or firm to engage in the business or occupation of pruning, treating, or removing public trees, or trees on public property within the City without first applying for and procuring a license from City. Applicants shall pass a written examination to insure they are qualified and knowledgeable in tree pruning standards and provide a list of at least three references from past clients or certified arborists attesting to applicant's skill, ability and professionalism. Arborists certified by the International Society of Arboriculture (ISA) will be exempt from the examination. License fee and licenses will not be required for any City employee doing such work in the pursuit of their public service endeavors. The City may waive license requirements for any person or business who is performing work at the request of the City.

(b) A tree pruners' license fee shall be set by City Governing Body. Before issuance of the license, the licensee shall execute and deposit in the office of the City Clerk a surety bond to the City, in form approved by the City Governing Body, in the sum of five thousand dollars ($5,000.00). In addition to such bond, each applicant shall, for the protection of the public, place on file in the office of the City Clerk, a policy of public liability insurance, in force and effect during the license period, issued by an insurance company authorized to do business in the state, in the following minimum amounts: Personal and bodily injury liability with limits of one million dollars ($1,000,000.00) per occurrence and one million dollars ($1,000,000.00) for property damage per occurrence.

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(c) All tree pruners' licenses issued under this section shall expire one (1) year from date of issuance. The City shall maintain a list of licensees.

26-15.01 Duties of Care Toward Public.

(a) Any person or business performing any type of tree maintenance on public property will be required to adhere to the requirements adopted in the American National Standards Institute, Inc., ANSI A300 (Part 1)-2017. American National Standard for Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance - Standard Practices (Pruning) practices outlined in the document: American National Standards Institute, Inc., ANSI A300 (Part 1)-2017. American National Standard for Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance - Standard Practices (Pruning).

(b) Tree pruners will safeguard all persons and property from injury during the operation of cutting down trees or by trimming off parts thereof, and will exercise every precaution in connection therewith by giving warning to all persons who might possibly be injured by falling trees and limbs and by erecting street and sidewalk barriers to avoid accidents of every nature.

(c) Tree pruners shall clean up all branches, stumps, logs, chips, leaves and twigs scattered as a result of their work and will thoroughly and completely pick up and remove all of the same from streets, sidewalks and alleys.

(d) Tree pruners shall transport logs, stumps, limbs, twigs, chips, leaves and tree trimmings of every nature over the streets and alleys of the City so that there shall be no scattering of such debris during the transportation thereof, to a dumping place approved and designated by the Solid Waste Manager of the City.

(e) Persons pruning trees on their own property are not required to comply with the terms of this Chapter pertaining to licensing or posting of a bond and insurance, but are otherwise regulated by and subject to this section.

(f) Upon more than one conviction of any person for the violation of this section, the license of such person to prune trees may be revoked by for a period of one (1) year by the Tree Board. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-16 Interference with City Arborist/City Tree Board.

(a) It is unlawful for any person to prevent, delay, or interfere with the City Tree Board, or any City employee, while engaging in and about the planting, cultivating, mulching, pruning, spraying or removing of any trees or shrubs authorized in this Chapter.

26-17 Review by the City Council.

The Governing Body of the City of Sheridan shall have the right to review decisions of the City Arborist and/or City Tree Board. Any person may appeal from the ruling or order of the City Arborist and/or City Tree board to the City's Board of Adjustment. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

26-17 Penalty.

Any person violating any provision of this chapter shall be, upon conviction or a plea of guilty, punished as provided in the City Code, Section 9-1. Any tree, shrub or other plant found to be in violation of this chapter or found to be diseased, dangerous, improperly planted, or dead shall be deemed and declared a nuisance. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

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CITY OF SHERIDAN, WYOMING

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Mayor

ATTEST:

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City Clerk

FIRST READING:

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(g) The *city tree board* is herein defined as a group consisting of the public works director and/or one of his or her representatives, and up to six members at large one being an arborist certified by the International Society of Arboriculture (ISA), who are residents or conduct business in Sheridan and are appointed by the mayor with the approval of the city council.

(1) The term of the members other than that of the public works director or representative shall be two years except that the term of half of the initial at large appointees will be for one year. In the event of a vacancy during the term of any appointed member, his or her successor shall be appointed by the mayor for the unexpired portion of the term.

(2) At large members of the board shall serve without compensation.

(3) It shall be the responsibility of the city tree board to study, investigate, counsel, and develop written standards, rules and regulations for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in public ways, streets and alleys. Such standards will be presented to the city council and upon their acceptance and

approval, shall constitute the official city tree rules and regulations, and shall constitute the official comprehensive city tree plan for the city of Sheridan, Wyoming.

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No person shall willfully, without permission of the owner, destroy, break, or mutilate any growing trees in the city. It is unlawful as a normal practice for anyone to top any street tree, park tree, or other tree on public property. Topping, is the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical, may be exempted from this chapter at the determination of the city tree board. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.

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The city shall advise private landowners as to the proper way to remove any dead or diseased trees on private land within the city, when

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, the lien shall be release of record after repayment to the city of the costs incurred

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Provided further, Tthe owners, after submitting a formal request for financial assistance, may be eligible for reimbursement through the Ccity's abatement fund for no more than fifty percent (50%) of the costs.

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Provided further, the owners, after submitting a formal request for financial assistance, may be eligible for reimbursement through the city's abatement fund for no more than fifty percent of the costs. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

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Provided further, the owners, after submitting a formal request for financial assistance, may be eligible for reimbursement through the city's abatement fund for no more than fifty percent of the costs.

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, which if filed, the lien shall be release of record after repayment to the city of the costs incurred

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The applicant for a tree pruners' license must be experienced in his or her business and his or her application for a license shall be in writing and delivered to the city clerk. It shall state the full name of the applicant, and if a firm, the name of all the members thereof, his or her existing or proposed place of business, and the name and style under which the business is to be carried on.

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may be granted only to qualified tree pruners by the city, upon the payment of fifty dollars to the city clerk and upon satisfying the city that the applicant has requisite qualifications

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Before receiving a license, the applicant for a tree pruners' license shall execute and deposit in the office of the city clerk a surety bond to the city, in form approved by the council, in the sum of five thousand dollars, conditioned that he or she will indemnify and save harmless the city and its officials from all liabilities and from any accidents and damages caused by, or as a result of his or her work and arising from neglect, lack of skill, unfaithfulness or inadequate work, that he or she will pay all fines imposed upon him or her for a violation of this article and that he or she will comply with all ordinances of the city concerning tree pruning.

In addition to such bond, each applicant shall, for the protection of the public, place on file in the office of the city clerk, a policy of public liability insurance, in force and effect during the license period, issued by an insurance company authorized to do business in the state, in the following minimum amounts: Bodily injury liability with limits of one hundred thousand dollars for one person being injured, five hundred thousand dollars for injuries arising out of any one accident and fifty thousand dollars property damage. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

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Additionally, applicants must prove two years of tree pruning experience and provide a list of at least three references from past clients or local certified arborists attesting to applicant's skill, ability and professionalism. The city of Sheridan will give preference to arborists certified by the ISA or companies with a certified arborist on staff when performing maintenance on public trees.

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The city may at its option, when advised by the city tree board cause the removal of dead or diseased trees from private property and the cost thereof shall be assessed to the landowner. Reference section 26-13.

Prior to removal of dead or diseased trees by the city, the city shall provide written notice to the property owner. Should the property owner contest the fact that the tree is diseased, they may request a hearing in front of the city council of the city of Sheridan. Said hearing shall be conducted pursuant to the Wyoming Administrative Procedures Act. If a hearing shall be requested, the city shall not cause the removal of the dead or diseased tree until the completion of the hearing. The provisions of this paragraph shall not apply in case of an emergency. Cases of emergency are defined as conditions, which pose an immediate safety or health hazard to the public. (Ord. No. 2043, § 2, 2-19-08; Ord. No. 2079, § 2, 1-18-10.)

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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:	Consideration of Resolution #25-19 Amending the Public Records Request Policy - City Clerk Cecilia Good
From:	
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	05/07/2019

Recommendation:

Staff recommends the approval of Resolution #25-19 appointing the City Clerk as the designated Public Records Person and adopting the Wyoming State Archives Retention Schedule.

Background:

Senate File 0057 passed relating to public records requests and will be effective as of July 1st, 2019. The changes to legislation require that government entities appoint a "Designated Public Records Person" that shall be responsible for receiving and responding to all public records requests. As the manager of vital records for the City of Sheridan, staff is recommending that the City Clerk be assigned this role. After an individual has been assigned this position, their name and contact information are required to be submitted to the State. Additionally, the attached Resolution #25-19 officially adopts the Wyoming State Archives retention schedule. This action provides additional protections for the City if public records are requested that have been destroyed per the adopted retention schedule.

Public Records Policy #100 was adopted on April 16th, 2019. Additional language will be added to the policy regarding the designated public records person and the adoption of the Wyoming State Archives retention schedule adoption.

Attachments

Resolution 25-19

CITY OF SHERIDAN RESOLUTION #25-19

WHEREAS, the Wyoming Legislature passed and adopted Senate File 0057 relating to public records requests; and

WHEREAS, SF 0057 shall take effect on July 1, 2019; and

WHEREAS, SF 0057 requires each governmental entity to appoint a "Designated Public Records Person" as the person who is responsible for receiving and responding to all public record requests ; and

WHEREAS, SF 00057 also places additional requirements on the City of Sheridan concerning public record responses;

WHEREAS, the City of Sheridan adopted a Public Records Processing Policy #100 on April 16th, 2018 which will need to be updated to comply with SF 0057.

WHEREAS, the City of Sheridan has not adopted a retention schedule for the maintenance of public records.

THEREFORE, the City of Sheridan City Council hereby declares that:

1. The City Clerk for the City of Sheridan shall be the Designated Public Records Person.

2. The City Clerk is authorized to amend the Public Records Processing Policy #100 to ensure compliance with SF 0057.

3. The City of Sheridan officially adopts the current and all future iterations of the Wyoming State Archives retention schedule.

PASSED, APPROVED and ADOPTED this 20th day of May, 2019.

_____
Roger Miller, Mayor

ATTEST:

_____
City Clerk

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 a 3-Year Professional Services Agreement with Trihydro Corporation for Landfill Monitoring and Reporting Services - Utilities Director Dan Roberts
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	05/09/2019

Recommendation:

Staff recommends that City Council approve a 3-year Professional Services Agreement with Trihydro Corporation, in the amount of $348,328, for consulting services to perform required environmental monitoring and reporting for the Sheridan Landfill.

Discussion:

The City has historically utilized an environmental consulting firm to perform a high degree of technical, analytical and reporting skills required to meet Chapter 2 of the State of Wyoming's Municipal Solid Waste Rules and Regulations. Environmental monitoring is performed semi-annually (July and December) with consistent monitoring performed quarterly and monthly. These services are currently being provided by Trihydro under a 1-year contract that expires at the end of June 2019.

So we don't have a lapse in these required services for the landfill, City staff prepared a Request for Proposals (RFP) soliciting interest from all qualified environmental consultants. The RFP detailed specific requirements to be addressed within submitted proposals. It also listed the specific criteria and process by which the selection committee would review, evaluate and select the successful consultant.

The RFP was solicited through the City of Sheridan's Website, the Sheridan Press, Chamber of Commerce and Facebook. In addition, all local and non-local environmental consultants that have provided service to us or responded to the City's RFP's for similar services were directly contacted.

The City received ten (10) responses to the RFP from the following firms:

- Apex Companies, LLC
- Burns & McDonnell
- Edge Engineering Group, LLC
- Grouse Mountain Environmental Consultants
- SCS Engineers
- Terracon
- Trihydro Corporation
- Weaver Consultants Group
- WENCK
- WWC Engineering

The proposals of each firm were reviewed individually by a four (4) member selection committee comprised of Councilman Jacob Martin, Dan Roberts, Charles Martineau and Karen Burtis. Each committee member evaluated and scored the proposals based on four (4) weighted criteria. Trihydro Corporation was given the highest cumulative score by all committee members and comes unanimously recommended for selection and contract award.

Attached for City Council consideration and approval, is a Professional Services Agreement (Agreement) with Trihydro Corporation establishing the contract terms, scope of work, fee, and project schedule. The Mayor and City Council's approval of the Agreement will authorize Trihydro Corporation to conduct the City of Sheridan's Landfill Environmental Monitoring program for a 3-year period beginning July 1, 2019.

Funding:

A budget of $125,000 is being proposed in the FY20 budget within the Landfill's Professional Services line item. Similar funding will be requested in FY21 and FY22 budgets in order to satisfy the $348,328 total contract amount for services over the 3-year period.

Attachments

Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

FOR

FY2020-2022 Environmental Monitoring, Groundwater and Reporting Services

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

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

and

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. SCOPE OF WORK: The professional services to be provided by the Consultant under this Agreement shall be as necessary to furnish environmental monitoring services and other items incidental and necessary to implement the Project as described in the Owner's Technical and Cost Proposal for Environmental Monitoring, Groundwater, and Reporting Services dated April 26, 2019. Monitoring shall be conducted in accordance with the applicable current permits, and shall be in accordance with the City's policies and procedures and applicable federal or state laws, guidelines and standards. The Consultant shall perform the work covered by this agreement which includes:

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

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

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

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

(11) Figures of site location, site, and potentiometric surface.
(12) Attachments of field forms, lab report, data validation, statistical reports, and electronic data deliverables (EDDs) in the WDEQ/SHWD-specified format.
(13) Provide immediate notification to the City and WDEQ in the case of statistically significant detections above groundwater protection standards.
(14)Conduct leachate sampling, as described in Task 5, below.

D. Task 3: Methane Monitoring
(1) Coordinate with City Solid Waste Superintendent and Landfill Manager regarding scheduling and access for each monitoring event.
(2) Provide a daily summary of monitoring activities, to be left at the Scale House at the end of each day.
(3) Schedule methane monitoring events to coincide with groundwater monitoring events scheduled (e.g., July, September, December, and March).
(4) Conduct quarterly methane monitoring for 18 wells at Landfill #1, 7 wells at Landfill #2, and all on-site structures, including the scale house, maintenance shop, fueling facility, hazardous waste storage buildings, public drop-off area, and other equipment and storage buildings.
(5) Measure methane concentrations using a calibrated gas meter capable of monitoring oxygen concentrations, methane concentrations, and the percent of the lower explosive limit (%LEL).
(6) Prepare quarterly reports for City within 30 days of completing the monitoring event.
(7) Include quarterly methane data in the next Semiannual Environmental Monitoring Report for WDEQ.
(8) Provide immediate notification to the City and WDEQ if any detections of methane exceed 25 % LEL in any of the facility structures or if any detections of methane register 100% LEL at any of the methane monitoring wells.

E. Task 4: Landfill Gas Data Management, Sampling, and Reporting
(1) Coordinate with City Solid Waste Superintendent and Landfill Manager regarding scheduling and access for each monitoring event.
(2) Confirm approval to access the landfill gas compressor building; obtain any related training and/or equipment to operate safely within the environment.
(3) Provide a daily summary of monitoring activities, to be left at the Scale House at the end of each day.
(4) Schedule landfill gas system (LGS) monitoring events to coincide with other environmental monitoring events scheduled (e.g., groundwater and methane monitoring).
(5) Conduct annual monitoring and sampling of the LGS venting system for fixed gases and VOCs using EPA Methods 3C and 25C.
(6) Evaluate system performance during quarterly monitoring events and report trends, potential performance issues, and recommendations for optimizing the system.
(7) Prepare and submit quarterly LGS performance reports to the City for review, and then WDEQ (for the annual report), once approved; reports must be submitted to WDEQ within 30 days after end of quarter.
(8) Provide LGS technical support and/or training to City staff, described under Tasks 7 and 8, below.

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

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

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

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

4. **PROJECT COMPLETION**: Work shall commence July 01, 2019 and end on June 30, 2022. Work will be conducted in accordance with the annual schedule shown below:

TASK	July	August	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June
Task 1: Annual Review and Update of EMP												
Task 2: Monitoring Well Sampling & Reporting												
Field Event Coordination												
Semiannual Sampling for Established Network	Field					Field						
Data Management & Statistical Analysis	Field					Field						
Semiannual Reporting			Client	WDEQ				Client	WDEQ			
Task 3. Methane Monitoring												
Field Event Coordination												
Quarterly Methane Monitoring			Field			Field			Field			Field
Quarterly Reporting to City												
Semiannual Reporting to WDEQ												
Task 4: LFG Data Management, Sampling, and Reporting												
Field Event Coordination												
Quarterly LFG System Monitoring			Field			Sample			Field			Field
Annual LFG Data Management & Reporting												
Task 5: MSW Leachate Sampling & Reporting												
Field Event Coordination												
Semiannual Leachate Sampling	Field					Field						
Semiannual Leachate Reporting			Client	WDEQ				Client	WDEQ			
Tasks 6, 7, & 8: As Requested by City												

EMP = Environmental Monitoring Plan LFG = Landfill Gas MSW = Muncipal Solid Waste WDEQ = Wyoming Department of Environmental Quality Lighter Shades Indicate Field Events

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

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

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

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

A. Lump Sum Method

The Owner shall pay the Consultant for basic services for the overall Environmental Monitoring, Groundwater, and Reporting Services under Section 3 and as defined in Attachments A1 and A2 of this Agreement, a total basic lump sum of $ 348,328 with breakdown and progress payments as herein described.

(a) For services rendered for Tasks 1-5, Sections 3B-3F, the Consultant shall be paid on a time and materials basis for services rendered, not to exceed a total amount of $312,835.

Partial Payment shall be paid to the Consultant upon receipt of the Consultant's pay estimate, said estimate being proportioned to the work

completed by the Consultant. Payment shall be made within 30 days of the receipt of invoice.

(b) For services rendered for Tasks 6-7, Section 3G-3I, the Consultant shall be paid on a time and materials basis for services rendered, not to exceed a total of $ 35,493.

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **EMPLOYMENT**: The Consultant warrants that he has not employed or retained any company or persons, other than a bona fide employee, working solely for the Consultant, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any commission, percentage, brokerage fee, gifts or

any other considerations contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability, or at its discretion to deduct from the Consultant fee, or otherwise recover the full amount of such commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

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

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

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

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

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

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

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

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

    In the event this Contract is terminated prior to completion, the originals of all plans shall remain the property of the Consultant. All information relating to the project and prepared under the terms of this

Contract, including schedules, reports, data, recommendations, exhibits, analyses, plans, and specifications, shall be deemed the property of the Owner. Reproducibles of all notes, reports, plans, and specifications shall be made available at the Owner's request.

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT

NAME: _____

BY: _____

TITLE: _____

DATE: _____

CITY OF SHERIDAN, WYOMING

BY: _____
{Insert Official Name Here}

DATE: _____

Attachments:

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