AGENDA
CITY OF SHERIDAN
MARCH 9, 2020
STUDY SESSION COUNCIL MEETING START 5:30 P.M.

1. Gutter Bin Presentation - Public Works Director Lane Thompson

2. Brief on Coronavirus - Police Chief Richard Adriaens

3. Cemetery Policies and Procedures - City Attorney Brendon Kerns and Cemetery Coordinator Josh Morgan

4. SEEDA JPB Agreement Amendment - City Attorney Brendon Kerns

5. Planning Items

   A. Discussion of Resolution # 09-20 for the Olivecan 2 Subdivision - Community Development Director Wade Sanner

   B. Discussion of Resolution #10-20, Parker Flats Subdivision - Community Development Director Wade Sanner

6. Public Works Items

   A. Award for the City Hall Boiler Replacement Project - City Engineer Hanns Mercer

   B. Big Goose Water Treatment Plant Exterior Improvements - City Engineer Hanns Mercer

   C. Amendment No. 2 for Hillslide Stabilization Project Phase II - City Engineer Hanns Mercer

   D. Award for the East Brundage Street Alley Approach Improvements - City Engineer Hanns Mercer

   E. Award to Fremont Motor of Lander in the Amount of $56,103.56 for a 1 Ton Dump Truck for the Cemetery - Public Works Director Lane Thompson

   F. Ordinance 2207 for Adoption of 2020 National Electric Code and a Clerical Name Change to the International Property Maintenance Code - Public Works Director Lane Thompson

CITY OF SHERIDAN, WYOMING

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Attorney

MEMORANDUM

Project Name:	Cemetery Policies and Procedures - City Attorney Brendon Kerns and Cemetery Coordinator Josh Morgan
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	Interim City Administrator Mike Jackson
Date:	03/09/2020

Attachments

Memo

Cemetery Policies and Procedures

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MEMORANDUM

Date: **March 5, 2020**
To: **City of Sheridan Mayor and Council**
RE: **Cemetery Policies and Procedures**

In your packet is the proposed Sheridan Municipal Cemetery Policies and Procedures which will regulate the cemetery. Currently there are no Cemetery Policies and Procedures or other document which informs the public and staff regarding allowable practices at the Cemetery. All uses are currently controlled by historical practices. The Policies and Procedures presented to you are based on those historical practices.

This matter will be presented to you at the March 9th work study for discussion and then the March 16th council meeting for approval. Staff is requesting that the Policies and Procedures be approved at the same meeting as the third reading of the newly revised cemetery ordinances. The cemetery ordinances are set for final reading on March 16th. If Council wants more time to discuss the Policies and Procedures, staff would request that the Council table the third reading of the cemetery ordinance until the Policies and Procedures are ready to be approved.

At both the March 9th and March 16th meetings, Josh Morgan the Cemetery Sexton/Administrator will be available to answer questions.

If you have any questions or concerns, please contact me at your convenience.

CITY OF SHERIDAN MUNICIPAL CEMETERY POLICIES AND PROCEDURES

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Introduction

The City of Sheridan Governing Body, by action, has adopted these Policies and Procedure herein for the purpose of providing the citizenry of the county reasonably efficient management, operation, and maintenance of the cemetery. The City of Sheridan Governing Body reserves the right to establish additional policies and procedures governing the use of its facilities if conditions warrant. The business office of the Sheridan Municipal Cemetery is located 1000 Ash Street, Sheridan, Wyoming.

Definitions

Burial: The act or result of interment, entombment, or inurnment.

Cemetery Coordinator/Sexton: Under general guidance and direction from the Parks Superintendent, performs administrative, supervisory, and skilled maintenance duties in the efficient operation of the Sheridan Municipal Cemetery.

Cremains: The remains of a person who has been cremated.

Cremation: The technical heating process that reduces human remains to ashes.

Deed: A written instrument granting a right of burial per W.S. §35-8-201.

Disinternment/Disinurnment: The removal of a deceased person from a plot.

Flat Marker: A flat marker is one that is flush with the ground.

Foundation: A granite or concrete slab placed in the ground and leveled to support and stabilize a memorial.

Grave: A space of ground in the Sheridan Municipal Cemetery intended to be used for the burial of human remains.

Indigent: A person who does not have the means with which a burial right can be purchased per Wyoming Statute.

Interment: The permanent disposition of the remains of a deceased person by cremation and inurnment, entombment, or burial.

Inurnment: Placing cremated human remains in an urn and placing urn in a niche or in the ground.

Lodge Cemeteries: Private Cemeteries owned by fraternal lodges.

Lot: Numbered divisions as shown on the Official City Cemetery Map which consist of more than one adjoining plot.

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Management: The person or persons duly appointed by the City of Sheridan for the purpose of conducting and administering the cemetery.

Marker: An identification tool made of stone that is placed upon a grave which contains information about the person buried in that particular space.

Mausoleum: An external, free-standing building constructed as a monument enclosing the interment space or burial chamber of a deceased person or persons.

Memorial: This term includes a monument, marker, tablet, or headstone for family or individual use.

Monument: See Definition of Marker.

Ownership: Rights to burial in a plot. When a plot is deeded, the rights of the Owner are expressed or deemed to be subject to the City Ordinance and policies and procedures of the Sheridan Municipal Cemetery.

Perpetual Care: The general care and maintenance necessitated by the natural growth and ordinary care which may be provided at reasonable intervals within the budget limits of the cemetery. It includes the planting, cutting, watering, and care of lawns, and upkeep of buildings, walks, and roadways. It also provides for the care of trees, shrubs, and flowers planted by the cemetery personnel. Perpetual care does not provide for maintenance markers or flower vases.

Plot Owner: The person or persons who holds the "deed" to a given cemetery plot as recorded in the City cemetery records.

Plot: An area of sufficient size to accommodate one adult interment; five (5) feet by ten (10) feet except for infant burial plots of smaller dimensions.

Resident: Any person currently residing within the incorporated limits of the City of Sheridan, or immediately prior to being placed in a health care institution, or immediately prior to death.

Sexton: The Administrator of the Sheridan Municipal Cemetery.

Urn: A container used for cremated remains.

Vault: A permanent, sealed, outside container of grade better than a two-piece box.

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SECTION I

Responsibilities of the Sheridan Municipal Cemetery

In general, the responsibilities of the administration are to manage, operate, and maintain the cemetery in a manner that will best serve the residents of Sheridan County in accordance with its established mission and values; which are: To provide our community with a peaceful, dignified, final resting place for loved ones, and to maintain and enhance the beauty of our entire cemetery.

The cemetery grounds belonging to the City shall be known as "Sheridan Municipal Cemetery". The cemetery shall be part of the municipal park system, under the supervision of the Director of Public Works, and subject to the policies and procedures adopted by the City Governing Body.

A. Responsibilities of Designated Staff and Professionals

1. Provide services for the final disposition of human remains and the perpetual care for all plots in the cemetery.

2. Operate and maintain the cemetery's fiscal, financial, and budgetary requirements for the benefit of the residents of Sheridan County in a manner that the City Governing Body deems appropriate and in accordance with applicable Wyoming State Statutes.

3. Authorize disinterment/disinurnment. Detailed rules for this procedure are set forth in this document.

4. Issue Permits for the setting of markers.

SECTION II

A. Hours of Operation

1. **Office Hours –** The cemetery office will be open from 8:00 a.m. to 2:00 p.m. Monday through Friday. The cemetery office will be closed on all legal holidays or as noted below.

Holiday	Office
New Year's Day *	Closed
Equality Day	Open
President's Day	Open
Memorial Day	Open
Independence Day	Closed
Labor Day	Closed

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Columbus Day	Open
Veteran's Day (observed)	Open
Thanksgiving Day	Closed
Employee Appreciation Day (Friday after Thanksgiving Day)	Closed
Christmas Day *	Closed

* If the holiday falls on Saturday, the holiday will be observed on the day before (Friday). If the holiday falls on Sunday, the holiday will be observed on the day after (Monday).

2. **Gate Hours –** The cemetery gates will be open from dawn to dusk year-round.

It shall be unlawful for any vehicle to be in the cemetery during any other hours without the permission of the Cemetery Sexton.

SECTION III

A. Burial Rates

ADULT BURIAL PLOT

Full Burial Plot resident of City	$600.00
Full Burial Plot non-resident of City	900.00
Open and Close	450.00
Open and Close Saturday	700.00
Seasonal Fees	100.00

FETUS BURIAL (Valley View Addition)

Fetus Burial Space	No Charge - Donated by City of Sheridan
Open and Close	$30.00

BABY AND CHILD BURIAL (Valley View Addition)
(AGE 0-3 years)

Baby and Child Burial Space	No Charge - Donated by City of Sheridan
Open and Close	$30.00
Open and Close Saturday	50.00

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CREMATION BURIAL
(ALL AGES)

Cremation Space	$300.00
Open and Close	$150.00
Open and Close Saturday	$225.00
Seasonal Fee	$50.00
Disinurnment	$3,000.00
Disinterment	$5,000.00

Rates may be adjusted from time to time by the City of Sheridan Governing Body

SECTION IV

A. Cemetery Plots, Lots and Deeds

1. **Reservation of Burial Plots** – Plots or other cemetery products may be reserved with a 20% non-refundable down payment at time of reservation. Reservations must be paid in full within ninety (90) days. After ninety (90) days, any item not paid in full will result in the forfeiture of the down payment and the plot or product being returned to open inventory. Any amounts paid in addition to the required non-refundable down payment will be refunded in full. The final sales price of any reserved plot shall be the price established at the time of reservation.

2. **Plot Purchase** – Plots may be purchased from the City Clerk. The Clerk shall create a purchase application form which shall include the necessary information to issue the cemetery deed.

3. **Nature of Plot Ownership** – Ownership of a cemetery plot consists of the right of interment and any rights necessarily implied unless otherwise noted on the Deed. Plots are exempt from property tax assessments and taxation. The receipt and record of ownership of plots shall be maintained in the records of the City of Sheridan Clerk's Office. The sale, transfer, or assignment of any plot is governed by City Ordinance.

4. **Subdivision of Plots** – A cemetery plot cannot be divided or subdivided into smaller portions.

5. **Transfer of Plots** – No sale, transfer, or assignment of a plot or ownership therein shall be valid unless allowed by Ordinance and recorded at the offices of the City of Sheridan Clerk.

6. **Unwanted / Unused Plots** – The City may at any time purchase back unwanted or unused plots from any individual holding title. The buyback of unused/unwanted plots will be for the amount of original purchase.

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7. **Cemetery Deed** – Ownership of plots within the cemetery shall be evidenced only by a Cemetery Deed or as allowed by City Ordinance.

a. For deeds issued after _____, 2020, up to 5 people may be listed on the Deed as authorized people for burial pursuant the City Ordinances and these policies and procedures. Deeds will not be transferable or assignable.

b. Deeds issued before _____, 2020, shall be assignable and transferable. If the deeds have been assigned or transferred, the claimant shall execute an Affidavit of Ownership. Rights of burial shall be governed by City Ordinance and the City Policies and Procedures.

8. **Property Declared Abandoned** – The City may, after a period of 25 years with no contact of the owner of record regarding any unused plot, lot, parcel, or product in the cemetery, declare it abandoned and place it back into available inventory. The procedure for declaring a plot abandoned shall be per W.S. § 35-8-212.

SECTION V

A. Interments/Disinterments/Disinurnments

All interments made in the Sheridan Municipal Cemetery will be made in accordance with the policies and procedures approved by the City Governing Body, Wyoming Department of Health and Wyoming Statute.

1. No interment or burial service will be allowed on Sundays, on any holidays listed below, when the office is scheduled to be closed, or if an emergency situation exists. For burials on legal holidays when the office is scheduled to be open, approval must be granted from the Sexton.

Holiday	**Office**
New Year's Day *	Closed
Equality Day	Open
President's Day	Closed
Memorial Day	Closed
Independence Day	Closed
Labor Day	Closed
Columbus Day	Open
Veteran's Day (observed)	Closed
Thanksgiving Day	Closed
Employee Appreciation Day (Friday after Thanksgiving Day)	Closed
Christmas Day *	Closed

* If the holiday falls on Saturday, the holiday will be observed on the day before (Friday). If the holiday falls on Sunday, the holiday will be observed on the day after (Monday).

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2. No burials shall be permitted after 2:00 p.m. from November 1st to March 1st, or after 3:00 p.m. March 1st to November 1st. This is subject to the discretion of the Sexton.

3. Saturday burials, not emergency in nature, shall be occur between the hours of 10:00 a.m. and 1:00 p.m.

4. Exceptions to paragraphs one (1) and two (2) above may by granted by the City Governing Body. Exceptions may include but are not limited to a contagious disease, emergency health reasons, or for a direct burial requested by a family for personal or cultural reasons. Should an emergency burial be necessitated on a weekend or holiday, extra charges will be levied. Such charges may include but are not limited to costs for City personnel and excavation of the grave. Additional charges may be incurred if weather conditions warrant. Arrangements for an emergency burial must be made through the Sheridan Municipal Cemetery Sexton or his/her assistant.

a. The Sexton may grant exceptions to paragraphs (1) and (2) without the City Governing Body approval for religious and/or cultural reasons.

5. There shall be a two-hour interval between services scheduled on the same day.

6. The Sexton may at his/her discretion, waive the two-hour interval between times of arrival of funeral processions.

7. **Arrangement of All Burials Requires 48 Hours' Notice.** No burial shall be allowed until after a 48-hour notice is provided to the Sexton. The 48-hour notice is defined as the period of time between the notification to the Sheridan Municipal Cemetery of the death, and the scheduled time of the funeral. The requested time of service, the location and payment for the burial space, excavation of the grave site, and payment of cemetery fees must be finalized prior to burial. Funeral directors and/or families wishing to schedule a funeral on a Monday or Tuesday need to contact the Sexton or the employee on call. All area funeral directors will be notified of the telephone numbers at which the Sexton and employee on call may be reached. If for some reason the requested time cannot be met, the Sexton or designated staff will notify the funeral director and/or the family, explain the basis for the denial, and suggest an alternative time.

a. The 48-hour rule may be waived by the Sexton for emergency reasons or religious or cultural reason.

Immediate Disposition Will Be an Exception To The 48-Hour Rule.

8. **Interment Notices** – Funeral Homes, or any person requesting a burial of any kind, must submit to the Sheridan Municipal Cemetery a complete and accurate Interment Notice. Contact information for next of kin must also be provided in the event cemetery personnel have ownership or funeral service considerations that need resolved either pre- or post-burial.

9. State law requires that a standard burial transit permit be provided before any dead human body may be buried. If such permit is not in the possession of the Administration at the time scheduled for interment, there shall be no burial. Permits MUST accompany the deceased to the Cemetery.

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10. All costs pertaining to an interment must be paid prior to the time the burial. If the selection of a plot is necessary, the family shall select from the available plots and then select the burial space if necessary. If the family has already purchased the plot, the family shall select the burial space if necessary. Such selection can be done in the Cemetery Office. The Sexton will explain all cemetery charges involved in the burial.

11. All plots, excepting infant plots located in Valley View Addition, are limited to:

a. 1 casket and up to 4 cremains; or
b. 5 sets of cremains; or
c. Infant plots (under the age of 3) are limited to one remains and one cremains or two cremains.

12. Stacked Burials are not permitted in the Sheridan Municipal Cemetery.

B. Fetal Demise

1. It shall be the policy of the Sheridan Municipal Cemetery to provide burial plots and conduct burial services at no charge for any non-live birth fetal demise in accordance with the following guidelines and rules:

a. The City of Sheridan shall make available non-deeded plots in Valley View Addition at no charge.

b. Lots in the Valley View Addition will be used sequentially starting with the next available plot.

c. A fetal demise of less than 20 weeks gestation AND NOT requiring a death certificate shall be accompanied with the proper release form from a hospital. This form will serve in lieu of a Burial Transit Permit.

d. A fetal demise with a gestation of greater than 20 weeks AND requiring a death certificate shall be accompanied with a Wyoming or other State issued Burial Transit Permit.

e. All fetal demises shall be contained in an appropriate container that prevents the loss of bodily fluids.

f. Fetal remains from an approved health care organization shall be accompanied by a signed Chain of Custody Body Release Form signed by both Cemetery and Hospital personnel.

g. Fetal remains released to the cemetery from an approved health care organization will be entered into record only by the unique identifying number issued by the hospital. No patient, parent, or family information will be shared with the Cemetery.

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C. Disinterment and Disinurnment

1. A disinterment permit (removal of a deceased human body) must be obtained from the local registrar by the next of kin or other authorized person. Disinterment or disinurnment shall be done subject to the following requirements:

a. The Sexton may authorize disinterment and disinurnments at his/her discretion upon receipt of the proper paperwork. The Sexton will designate the time for the requested disinterment/disinurnment to take place. Disinterment/disinurnment shall be done during regular working hours.

b. A casket disinterment shall cost $5,000.00. An urn disinurnment shall cost $3,000.00. Casket disinterment may result in additional expense to the requesting party, including but not limited to casket replacement or other container requirements in order to comply with Wyoming Department of Health regulations regarding the transportation of a deceased human body.

c. A sealed vault must be used when a family or other authorized person pre-plans a disinterment or disinurnment. Cost of the pre-planned vault is to be borne by those sponsoring the disinterment or disinurnment.

d. All fees must be paid in full prior to scheduled service.

e. All disinternments and disunurnments shall be required to follow all Ordinance, Wyoming Department of Health Regulations and Wyoming State Statute.

SECTION VI

A. Decoration of Lots and Burial Spaces

1. The Sheridan Municipal Cemetery has no objection to a family or any authorized individual decorating or beautifying a grave, **provided that permission is first sought from the office of the Sheridan Municipal Cemetery and such decoration or beautification are within the Cemetery's policies.**

2. All improvements, alterations, changes, or decorations of individual property in the cemeteries shall be under the direction of the Sexton and subject to his/her consent. At any time, in the judgment of the Sexton, should the decorations, improvements, or changes become unsightly to the eye, detract from the overall beauty of the cemetery, become damaging to the grass interfere, complicate the normal grounds maintenance, or be unauthorized, the Sexton shall have the right to remove, alter, or change such improvements, alterations, changes, or decorations.

3. **Temporary Decorations** – Any decoration not displayed in a permanent vase or receptacle shall be considered temporary in nature (i.e. flowers placed in ground, plastic vases

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stuck in ground or leaning on marker, or loose on graves, etc.). Temporary decorations should be placed adjacent to the sides of markers. **In general, all temporary decorations, with the exception of Christmas blankets and wreaths which are not allowed, shall be allowed from December 1st to March 1st for up to two (2) weeks. Any decoration becoming unsightly may be removed at any time by the cemetery staff.** Temporary decorations may include but are not limited to:

a. Loosely placed live and artificial flowers and plants.
b. Temporary vases, sprays, and wreaths of live or artificial flowers.
c. Christmas Blankets and Wreaths – May be displayed from Dec. 1st to Mar. 1st.
d. Memorial Day Decorations – Will be removed by cemetery personnel for disposal two (2) weeks after Memorial Day.

4. **Permanent Decorations** – Permanent vases for the display of live and artificial flowers must meet the following criteria:

a. The vase or vases must be set with a minimum of three inches (3") of border and must be an integral part thereof. Under no circumstances shall the installation of a vase, or vases, cause the marker to exceed the maximum allowable width of a marker.

b. Such vases must be installed by an approved marker company at the owner's expense or as approved by the Sexton.

5. **Permanent / Live Plantings** – The planting of live bushes, trees, and plants may only be done by cemetery personnel and with permission from the Sexton. No trees shall be allowed to be planted inside the border of a cemetery plot/lot. Flowers, bulbs, and small bushes may be planted within permanent planters of marker s. No flowers, bulbs, or small bush plantings are allowed on any side of the marker. Trees and large bushes may be planted only in approved areas where no underground encumbrance is known to exist.

6. **Not Permitted** – The placing of boxes, shelves, stones, toys, mulches, crushed aggregate, stuffed animals, pinwheels, metal designs, ornaments, chairs, shepherd's hooks, settees, glass, urns, flower pots, or flower planters, solar lights, wood fence, metal cases, small objects, or figurines or other items similar in nature that are not permanently secured to a concrete base or marker on plots, shall not be permitted.

7. **Liability** – The Sheridan Municipal Cemetery and the City of Sheridan shall not be liable for any lost, misplaced, or broken flower vases used in the decoration or beautification of spaces by individual owners, nor liable for damages by the elements, thieves, or vandalism.

PRIOR PERMISSION REQUIRED – Again, prior permission is required for any improvements, alterations, decorations, or changes. Any and all items may be removed by cemetery personnel due to unsightliness, damage to grass, interference with operations, etc.

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SECTION VII

A. Markers

1. No memorial or grave marker will be permitted on any burial space until the space has been fully paid for, a deed issued for the plot, and a permit for the placement of a marker or marker has been issued by the City.

2. Only one central or family marker shall be allowed on a plot.

3. Up to five (5) markers for each burial space will be permitted. (headstone and/or flat grass markers).

4. All markers for each burial space in the cemetery shall be placed on the west side of the plot and face east. For plots with any existing markers that are not placed in the traditional manner, the family may set remaining markers on that plot to match already existing markers to maintain a uniform appearance. The Sexton may waive this requirement if necessary, for the benefit of the cemetery.

5. No plot owner shall erect or place or cause to be erected or placed on any plot any memorial or marker that does not conform to the City's policies and regulations.

6. **Placement and Construction**:

a. Any marker or memorial for any grave in the cemetery must be set on a concrete foundation or approved material. The foundation may be poured in place or be pre-cast. All grave markers or memorials must be centered on the foundation.

b. The foundation shall extend three inches (3") beyond the ends of the marker or memorial in all directions. The foundation shall be level and flush with the ground surface. The foundation shall be twenty-four inches (24") in width and four inches (4") thick. Markers in excess of forty-eight inches (48") in height shall meet and conform to enhanced specifications, as required by the Public Works Director.

c. The foundation shall be parallel to and flush with the ground surface. The front of the foundation shall be set on a common base line located by cemetery personnel. Foundations shall not exceed a maximum width of five feet (5') for a single marker or a maximum width of eight (8') feet for a double marker. All graves may be marked and identified by grave markers which shall be made of stone, concrete, or metal, and which shall not exceed eighteen inches in width and fifty-four inches (54") in length for single graves, or ninety inches (90") in length for double graves. Markers may not exceed thirty-six inches (36") in height in the following areas of the cemetery: Sections 61, 62, and 70 through 105. Markers may not exceed forty-eight inches (48") in height in Juniper Heights. The Public Works Director may require prior written approval of all installation of marker bases and markers if deemed necessary to achieve the intent

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of this chapter. Markers maybe constructed to match an existing marker in the following areas of the cemetery: Sections 1 - 60, A, B, E, F, G, H1, H, I, O, P, Q, R1, R, and S. Any markers, other than the identifying grave marker, which are placed upon the grave shall be set flush with the ground surface. All work done by marker companies in the Sheridan Municipal Cemetery will be inspected by cemetery personnel for conformance to the cemetery's regulations governing their work. If a company is found to be not in conformance, they must correct the deficiency or remove the marker. All debris, including grass, sod, and dirt, must be removed from the site. None will be permitted to be placed around the foundation.

d. Any marker set in the Sheridan Municipal Cemetery must meet the cemetery requirements. A foundation may not extend beyond the established foundation line in excess of one quarter inch (0.25").

7. **Cremains Marker** – Markers for cremains will be allowed as long as they are placed at the head or foot of the plot. Additional markers for additional interments of cremains in the same burial space will require grass markers, level, and one end flush with the ground surface. The precast for said marker shall extend a minimum of three inches (3") from all sides of stone. This will include the cremains section of Juniper Heights.

8. **Benches** – Benches may be installed at the head of a plot. Benches will be of a permanent nature consisting of either granite, marble, pre-formed concrete, or other approved permanent substance. Benches will be set on a concrete base and adhere to the same foundation and facing requirements for markers. No metal or wood benches will be allowed.

9. **Infant Markers** – Markers in the infant section, Valley View Addition, shall be centered on a concrete base, the maximum dimension of which will be twenty-four inches (24") by thirty-six inches (36") and will extend a minimum of three inches (3") from the stone on all sides. The maximum height for a marker in the Valley View Addition shall not exceed twenty-four inches (24") in height. All other Marker requirements per paragraph six (6) shall apply.

10. **Military Markers** – The foundation for military markers shall not exceed eighteen inches (18") by 30 inches (30") and may be precast or poured in place. All other marker requirements per paragraph six (6) shall apply.

11. The City shall exercise due care to protect the lettering, carving, or ornaments on any memorial, marker, or any other authorized structure on any plot in the cemetery. The City shall not be responsibility for damage due to these structures from sources beyond the control of the Sheridan Municipal Cemetery.

12. No coping, curbing, hedge, grave mounds, borders, enclosures, or walks will be permitted on any plot in the cemetery.

13. The use of tiles, bricks, gravel, crushed rock, oyster shell, cinders, or other similar materials on any plot in the cemetery is strictly prohibited. Any such materials used may be removed by the Sexton without notice to the owner.

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14. Upon the approval by the Sexton, plot owners or hires may hire a commercial cleaning company to clean headstones/markers. Prior to approval, the plot owner and commercial cleaning company shall provide the Sexton with a written waiver of liability. Commercial cleaners must maintain liability insurance and be approved to perform cleaning services in the cemetery. Markers may be cleaned by family members or owners without notice to the Sexton. Cemetery personnel do not provide cleaning chemical to the public.

SECTION VIII

A. Vaults and Outer Burial Containers

1. All burials, except for infants and cremated remains, shall be in permanent-type grave liners constructed of concrete, fiberglass steel, polypropylene, or other methods approved by the public works director or designee.

2. All vaults are to be installed by the supplier or mortuary personnel. The installation includes the proper placement of the lowering device and when appropriate, a tent shelter.

3. Installation of concrete vaults must conform to the following procedure:

a. The supplier must furnish planking, or other suitable means, to provide a protective covering for the grass on which the truck crane will move while in the process of setting the vault.

b. All work by the supplier must be done during the regularly scheduled working hours, 8:00 a.m. to 5:00 p.m. Monday thru Friday. The Sexton, or his/her authorized representative, must be present at all times while the installation is taking place.

c. If for any reason the activities of the supplier create a necessity for cemetery personnel to work overtime, the supplier will be responsible for the cost of the overtime.

SECTION IX

A. Grounds of Sheridan Municipal Cemetery – If any family of a deceased person or any organization or entity wishes to use the cemetery grounds, they may do so by contacting the Sexton, and the requested use must fall within the regulations prescribed by the following:

1. The grounds may be used for memorial services, committal services, graveside services, or other uses at the discretion of the Administration.

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2. There will be no charge for any of the above scheduled uses. Any person or organization using the grounds shall provide a $200 refundable cleaning/security deposit. Parties using the grounds are responsible for cleanup of after use.

3. The hours of availability of the grounds are from 8:00 a.m. to 5:00 p.m. Monday through Friday. If a funeral is scheduled on a Saturday, arrangements must be made with the Sexton and an overtime charge for the attending cemetery personnel shall be assessed. If more than one request for use of the grounds is received on any single day, the Sexton is responsible for scheduling such use.

4. All use of the grounds including for memorial services, committal services, and graveside services must be scheduled in advance with the Sexton.

SECTION X

A. Lodge Cemeteries

1. "Lodge Cemeteries" include the following: Eagles, Elks, Mason Lodge #43, and Mason Lodge #8.

2. Lodges shall enter into a maintenance and management agreement with the City concerning their respective areas of the cemetery.

3. City policies and procedures shall applicable to all Lodge Cemeteries upon transfer to the City.

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Attorney

MEMORANDUM

Project Name:	SEEDA JPB Agreement Amendment - City Attorney Brendon Kerns
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	Interim City Administrator Mike Jackson
Date:	03/09/2020

Attachments

SEEDA JPB Agreement

AMENDED AND RESTATED SHERIDAN ECONOMIC AND EDUCATIONAL DEVELOPMENT AUTHORITY JOINT POWERS BOARD AGREEMENT

THIS AMENDED AND RESTATED Sheridan Economic and Educational Development Authority Joint Powers Board Agreement ("Agreement") is made by **THE CITY OF SHERIDAN** ("City") and the **NORTHERN WYOMING COMMUNITY COLLEGE DISTRICT** ("College") and referred to herein variously as "participating agency", "participating agencies" or "Joint Powers Board".

Recitals

1. The Sheridan Economic and Educational Development Authority Joint Powers Board ("SEEDA") was formed by the Sheridan Economic and Educational Development Joint Powers Board Agreement ("Agreement") entered into by and between the above participating agencies, as well as Sheridan County School District No. 2, pursuant to the Wyoming Joint Powers Act, as set forth in W.S. §16-1-102 et seq., as amended (hereinafter referred to as the "Act"), approved by the Wyoming Attorney General in 2007.

2. Sheridan County School District No. 2 withdrew as a participating entity by Amendment approved by the Wyoming Attorney General in 2014.

3. The purpose of SEEDA is to create an entity by which the participating agencies can collaborate on the financing and development of capital projects, workforce training, or job creation initiatives in Sheridan County, for purposes of economic and educational development of the Sheridan Community.

4. The general purposes of SEEDA are to: (a) provide a mechanism to facilitate grants through SEEDA; (b) provide a mechanism for nonprofit entities, associations, foundations and others to make investments in projects; (c) provide a mechanism for the participating agencies to jointly finance, develop, own, manage, lease, buy and sell real property assets to facilitate development of which will provide educational, business, cultural and social service opportunities; (d) provide long-term stability in the management of assets without disruption by shorter term political and personnel changes in the participating agencies; and (e) provide for the financing and development of workforce training or job creation initiatives.

AGREEMENT

NOW THEREFORE, the participating agencies agree as follows:

1. COMPOSITION OF THE BOARD. The composition of the Sheridan Economic and Educational Development Authority Joint Powers Board shall consist of Five (5) Members designated as follows:

(a) Each of the two (2) participating agencies shall appoint one (1) Member from its governing body;
(b) Each of the two (2) participating agencies shall appoint one (1) Member at large;
(c) The final Member shall be appointed by unanimous consent of the governing bodies of the two (2) participating agencies; and
(d) All persons appointed to serve on the Joint Powers Board shall be qualified electors of Sheridan County, Wyoming.

2. TERM OF BOARD MEMBERS. Members of the Board shall serve three (3) year terms with terms staggered such that the terms of Members appointed from the governing body of each participating agency shall expire on opposite years as Members appointed at large. Vacancies for unexpired terms shall be filled by appointment by the governing body or bodies which appointed the vacating Member in the same manner that the vacated position was initially appointed.

Members of the Board may be removed, with or without cause, by the governing body or bodies which appointed the Member to be removed. If a Member ceases to be a resident of Sheridan County, his/her position on the Board shall be declared vacant.

3. MEETINGS. The Board shall meet as follows:

(a) Not less than once every three (3) months;
(b) As provided by the Bylaws of the Board;
(c) At the call of the chairman; or
(d) Within five (5) days after an oral or written request of a majority of the Board Members.

4. LIABILITY. Except as otherwise provided by law, no individual Member of the Joint Powers Board shall be personally liable for any actions or procedures of the Joint Powers Board as provided by Wyo. Stat. Ann. § 16-1-106(b), as amended.

5. COMPENSATION. When actually engaged in the performance of their duties, Members of the Joint Powers Board shall receive no compensation from the Joint Powers Board but shall be reimbursed as authorized by Wyo. Stat. Ann. § 16-1-106(b), as amended.

6. BYLAWS/RULES. The Joint Powers Board shall adopt such Bylaws, rules, regulation and/or policies not inconsistent with this Agreement, the Wyoming Joint Powers Act and Wyoming law, all as amended, as it deems necessary to carry out the business of the Board.

7. DUTIES. The Joint Powers Board shall:

(a) Comply with all requirements of it as set forth in the Wyoming Joint Powers Act, as amended;
(b) Keep minutes of all meetings and keep proper financial records, to the extent required by Wyoming law;
(c) Fix the time and place of regular meetings; provided that a regular meeting shall be held at least once every three (3) months;
(d) Cooperate and solicit the advice, counsel and recommendations of the governing bodies of the participating agencies; and
(e) Keep the governing bodies of the participating agencies advised as to its activities, and make such written or formal reports concerning its activities and finances as may be required by such participating agencies.

8. POWERS. The Joint Powers Board shall have all powers and duties enumerated in, or reasonably implied from, the Wyoming Joint Powers Act and the laws of the State of Wyoming, as amended, including but not limited to powers enumerated in Wyo. Stat. Ann. §15-1-103, as to the City, and Wyo. Stat. Ann.§ 21-18-303, as to the College, all as may be amended from time to time.

Nothing herein, nor any action taken by the Joint Powers Board, shall modify, limit or in any way alter the governmental immunity afforded to the participating agencies and their governing bodies to the full extent that each such agency may otherwise have governmental immunity under Wyoming law.

9. OWNERSHIP, OPERATION AND FINANCING. The following provisions shall apply concerning ownership of any facilities, the operation and maintenance of such facilities and the financing of the Joint Powers Board:

(a) Any facility constructed or purchased by the Joint Powers Board shall be owned by the Joint Powers Board, with the respective participating

agencies entitled, but not required, to own a proportionate interest thereof in the following proportions:

Equally by each participating agency, unless the Members otherwise unanimously approve ownership of a specific facility in some other proportion, or unless such ownership would be contrary to law.

(b) The operation and maintenance of the facilities shall administered by the Joint Powers Board, or its agents, and the costs thereof, shall be borne in the same proportion as each participating agency is entitled to an interest in the ownership thereof, as set forth in (a), above, unless the Members otherwise unanimously approve a different proportion of participation.

(c) All financing shall be through funds raised by the Joint Powers Board which shall establish and maintain a budget for its yearly operations. To the extent any financing by the participating agencies is required, such financing shall be borne in the same proportion as each participating agency is entitled to an interest in the ownership thereof, as set forth in (a), above, unless the Members otherwise unanimously approve a different proportion of participation.

10. TERM; DISSOLUTION AND DISTRIBUTION. The Joint Powers Board shall continue in existence perpetually, unless otherwise sooner terminated by a resolution adopted by each of the governing bodies of the participating agencies. Upon the complete termination and dissolution of the Joint Powers Board, or upon the proper withdrawal by any participating agency from the Joint Powers Board, any remaining funds, assets or facilities owned by it shall be allocated and distributed to the participating agencies in proportion to the ownership interest held by each such participating agency pursuant to this Agreement, or the provisions of the Board's Bylaws, or as may be expressly agreed by resolution adopted by each of the governing bodies of the participating agencies on a specific project-by-project basis. Notwithstanding anything to the contrary contained herein, the Joint Powers Board shall not dissolve the Board so long as any financial obligations are outstanding and unresolved.

11. AMENDMENT. This Agreement may be amended, in whole or in part, by the written resolution unanimously approved by the Members and by the office of the Wyoming Attorney General. The Joint Powers Board anticipates amending this Agreement by supplemental appendix to address specific concerns and issues on a project-by-project basis hereafter, including but not

limited to addressing such project-by-project issues as: proportion of financial responsibility on a specific project for each participating agency; proportion of equitable ownership of a specific project's assets for each participating agency; or the proportionate participation, management and operation of a specific project by each participating agency.

12. SEVERABILITY. The terms, provisions and conditions of this Agreement are severable. If any term or provision of this Agreement or its application to any person or circumstance is determined by a Court of proper jurisdiction to be invalid, such invalidity shall be limited to such person, circumstance, term or provision and shall not affect other persons, circumstances, terms or provisions which can be given effect without the invalid provision or application.

13. EFFECTIVE DATE. This Agreement, and any amendment hereto, shall become effective upon completion of the following:

(a) Approval by each of the governing bodies of each agency represented herein;
(b) Approval by the Wyoming Attorney General;
(c) The filing of this Agreement with the keeper of records of each of the governing bodies of each agency represented herein.

14. WITHDRAWAL FROM JOINT POWERS BOARD. Upon providing one (1) year advance written notice of such intent, any participating agency may withdraw from participation in the Joint Powers Board created hereunder and from further responsibilities or benefits imposed upon or provided to such withdrawing agency hereunder. Withdrawal shall not be effective unless approved by resolution approving such withdrawal adopted by the governing bodies of both participating agencies.

THIS AGREEMENT MAY BE SIGNED IN SEPARATE COUNTERPARTS.

DATED AND APPROVED this____day of_____, 2020.

CITY OF SHERIDAN

By: _____
Title:_____

DATED AND APPROVED this __ day of_____, 2019.

NORTHERN WYOMING COMMUNITY COLLEGE DISTRICT

By: _____
Title:_____

DATED AND APPROVED this __ day of_____, 2020.

In accordance with Wyo. Stat. Ann. § 16-1-105(a)(ii), this Amended and Restated Joint Powers Board Agreement ("Amendment") has been reviewed by the Attorney General of Wyoming, and the Attorney General has determined that the Amendment is compatible with the laws and the Constitution of the State of Wyoming. The approval of this Amendment by the Attorney General is limited to the terms and conditions of the Amendment itself and the approval does not extend to any individual project, nor the financing of any individual project, contemplated under the Amendment.

APPROVED this __ day of_____, 2020.

STATE OF WYOMING

By: _____
Attorney General

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

Project Name:	Discussion of Resolution # 09-20 for the Olivecan 2 Subdivision - Community Development Director Wade Sanner
From:	Lane Thompson, Public Works Director
To:	Mayor and Council
CC:	
Date:	03/04/2020

Recommendation:

Staff recommends approval of PL-20-3 Olivecan 2 Subdivision. A request to replat 17,750 square feet from 2 lots into 4 lots, zoned R-2 Residence District and located on the south-west corner of Olive and Canby St.

Discussion:

Staff offers the following comments on final plat required findings:

- 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.

- 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.

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

Proposed Lots 1A and 1B will exceed the depth to front ratio of 2.5 to 1. Staff has no objections to this request. A variance request letter has been provided by the applicant. Staff is requesting that sidewalks along both streets be installed.

- 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.

- 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:

The Planning Commission recommended approval this item as presented at their February 24th meeting. Originally platted as 5 lots, it was replatted into 2 lots in 2016. This subdivision is will be 4 lots.

The owner is taking advantage of recent changes to the zoning code to allow additional residential lots. In January of 2017 the City Council approved the Sheridan Land Use Plan. This document encourages compact urban development. It was followed in 2019 by the approval of Ordinance 2200, which removed the minimum lot sizes per family dwelling.

Staff advertised in the Press and a sign is posted on the property. A neighbors response is attached.

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:

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

Attachments

neighbor letter

aerial

Variance request letter

final plat

RES 09-20

Hello,

I am responding to the mail I received concerning the replat of this property. I cannot support this for the following reasons: 1. From viewing other quadrants on the map, I see no other quadrants that support 4 separate lots.

2. There would be a dramatic increase in traffic to and from these residences that would be detrimental to the neighborhood.

3. The size of the lots would be too small.

4. It is the northeast quadrant of the block, not the southwest

I urge you to deny this request.

Thank You,

M. Niehay

337 S. Carlin St.



DISCLAIMER:
The City of Sheridan GIS Division produced this map for informational purposes only. The City of Sheridan provides this map on an "as is" basis without warranties of any kind, either expressed or implied, and shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of such map. The user acknowledges and agrees that the use of such data is at the sole risk of the user. General questions about this map including errors, omissions, and/or updates should be directed to the City of Sheridan GIS Division.

CITY OF Sheridan WYOMING

Olivecan 2 subdivision

N

0 35 70 140 Feet

Name: sgoodman Date: 01/16/2020

RANDALL ENGINEERING SURVEYS

722 Monte Vista
Sheridan, Wyoming 82801
Phone 307-672-6003
Fax 307-672-6003

January 15, 2020

Sue Goodman, Planning Division
City of Sheridan
55 East Grinnell
Sheridan, Wyoming 82801

Re: Variance Request to Accompany the Olivecan 2 Subdivision Submittal.

This letter is to serve as a request for a variance of the required maximum 2.5 to 1 depth to width ratio for the proposed Lots1A and 1B of Olivecan 2 Subdivision. This is a requirement in the City of Sheridan Subdivision Regulations. I am forwarding this to you on behalf of Grimshaw Investments, LLC and am acting as their agent regarding the plat submittal.

I respectfully request the variance for the following reasons:

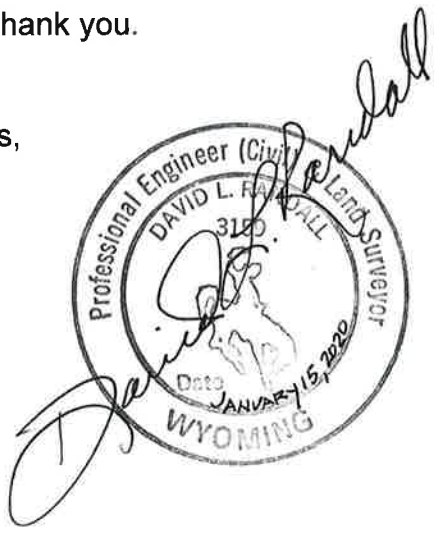
1. The proposed Lots 1A and 1B each have an area of 3,537.5 square feet and have depth to front ratios of 4.42:1. These lots are intended to be used for a pair of townhouses with a shared wall in between the two lots. Townhouses typically do not need as much lot width due to the reduction of sideyard setbacks on one side. This is in harmony with the newly adopted rules regarding townhouses in R-2 zoning.

2. The lots as proposed on the Olivecan 2 Subdivision plat allow for ample backyards and meet all other requirements of city zoning.

If you have any questions feel free to contact me. Thank you.

Respectfully yours,

David L. Randall



OLIVECAN 2 SUBDIVISION

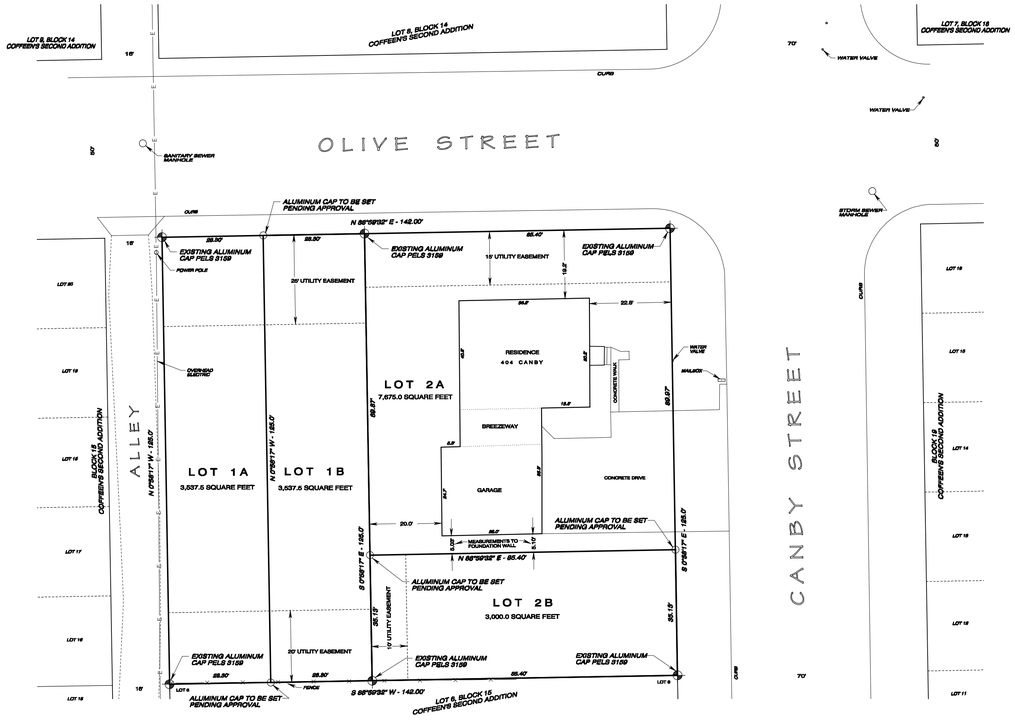
DETAIL

GRAPHIC SCALE 1"=20'

0 20 40 60

BASIS OF BEARING IS WYOMING STATE PLANE NAD 1983 (EAST CENTRAL ZONE).

PROPERTY IS ZONED R - 2.



DECLARATION VACATING PREVIOUS PLATTING

This plat is a Replat of Lots 1 and 2 of Olivecan Subdivision in the City of Sheridan, Wyoming, as recorded in Drawer "O" of Plats, Map No. 21, of the Records of the Sheridan County Clerk. All earlier plats or portions thereof encompassed by the boundary of this plat are hereby vacated.

CERTIFICATE of SURVEYOR

State of Wyoming } ss
County of Sheridan }

I, David L. Randall, of Sheridan, Wyoming do hereby certify that I am a duly registered Professional Engineer and Land Surveyor, licensed under the laws of the State of Wyoming, that this plat is a true, correct and complete plat of Olivecan 2 Subdivision as laid out, platted, dedicated and shown hereon, that this plat was made from an accurate survey of said property conducted by me in October of 2015, April of 2016 and January 2020 and that this plat correctly shows the location and dimensions of all lots, easements and streets of said subdivision in compliance with the City of Sheridan regulations governing the subdivision of land.

Registration No. 3159 PE & LS

CIVIL ENGINEER and LAND SURVEYOR

CERTIFICATE of OWNERS

Know all men by these presents that the undersigned, Grimshaw Investments, LLC, a Wyoming limited liability company, being the owner of interest in the land shown on this plat, does hereby certify:

That the foregoing plat designated as Olivecan 2 Subdivision, being a Replat of Lots 1 and 2 of Olivecan Subdivision in the City of Sheridan, Sheridan County, Wyoming.

That this subdivision, as it is described and as it appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owner and proprietor; 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 of the land shown and described on this plat does hereby dedicate to the City of Sheridan and its licensees for public use for the indicated purposes, all streets, alleys, easements and other public lands within the boundary lines of the plat, as indicated, and not already otherwise dedicated for public use,

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

All rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released.

Executed this _____ day of _____, 2020, by:

Grimshaw Investments, LLC, a Wyoming limited liability company (Owner)
by _____.

State of Wyoming }
County of Sheridan } ss

On this _____ day of _____, 2020, before me personally appeared _____ of Grimshaw Investments, LLC, a Wyoming limited liability company and that he does hereby acknowledge said instrument to be the free act and deed of said Grimshaw Investments, LLC, a Wyoming limited liability company.

NOTARY PUBLIC

My commission expires: _____.

DIRECTOR of PUBLIC WORKS CERTIFICATE of APPROVAL

This plat has been prepared in accordance with the requirements and procedures outlined in the subdivision regulations of the City of Sheridan, Wyoming and certified this _____ day of _____, 2020 by the Director of Public Works of Sheridan, Wyoming.

DIRECTOR of PUBLIC WORKS

CERTIFICATE of the CITY of SHERIDAN PLANNING COMMISSION

Reviewed by the City of Sheridan Planning Commission this _____ day of _____, 2020.

Attest: VICE-CHAIRMAN

CHAIRMAN

CITY of SHERIDAN CERTIFICATE of APPROVAL

Approved by the City Council of the City of Sheridan, Wyoming, this _____ day of _____, 2020.

Attest: CITY CLERK

MAYOR

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 _____, 2020, and is duly recorded in Book _____, Page No. ___.

COUNTY CLERK

LOCATION

SCALE : 1" = 1000'





PLAT
of the
OLIVECAN 2 SUBDIVISION
being a REPLAT of
LOTS 1 and 2
of
OLIVECAN SUBDIVISION
in the
CITY of SHERIDAN
SHERIDAN COUNTY, WYOMING
addressed as
404 SOUTH CANBY STREET
and
752 OLIVE STREET
for
GRIMSHAW INVESTMENTS, LLC
39 EAST FIRST STREET
SHERIDAN, WYOMING 82801

DRAWN BY REX RANDALL - FEBRUARY 10, 2020
RANDALL ENGINEERING SURVEYS - SHERIDAN, WYOMING

CITY OF SHERIDAN
RESOLUTION 09-20

A RESOLUTION approving PL 20-3, the final plat of the Olivecan 2 Subdivision, dividing ± 17,750 square into 4 lots. Zoned R-2 Residence District, located on the south-west corner of Olive and Canby St.

WHEREAS, the final plat of Olivecan 2 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 variances from Sheridan City Code Appendix B §505(C)(1) requiring the depth-to-front ratio of lots shall not exceed 2.5 to 1.

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

That the final plat of Olivecan 2 Subdivision, dividing ± 17,750 square feet into 4 lots, zoned R-2 Residence District, located on the south-west corner of Olive and Canby St.

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

> A variance from Sheridan City Code Appendix B §505(C)(1) requiring; the depth-to-front ratio of lots shall not exceed 2.5 to 1.

In approving the variance from the depth to frontage ratio requirements and area 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 Olivecan 2 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 variances 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 16th day of March 2020.

_____
Roger Miller, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

Project Name:	Discussion of Resolution #10-20, Parker Flats Subdivision - Community Development Director Wade Sanner
From:	Lane Thompson, Public Works Director
To:	Mayor and Council
CC:	
Date:	03/04/2020

Recommendation:

Planning Commission meeting will follow the study session at 7 PM. Staff recommends approval of Resolution #10-20 (PL-20-9), Parker Flats. A request to replat 24,600 square feet from 4 lots to 8 lots, zoned R-2 Residence District. Located at 1405-1425 Parker Avenue.

Discussion:

Staff offers the following comments on final plat required findings:

- 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.

- 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.

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

Proposed Lots 1 through 8 will exceed the depth to front ratio of 2.5 to 1. The corner lot will not have extra width and a variance from the side street setback on Lot 8 is requested. Staff has no objections to these requests. A variance request letter has been provided by the applicant.

- 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 the Airport influence area. 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 are readily available to all the lots.

Staff has no further comments at this time.

Background:

Parker Flats is considered a major subdivision. The preliminary plat and variances were approved by the Planning Commission on Monday, February 24th, and the final will follow this study session. Major subdivisions require a subdivision agreement to have utilities stubbed to the property line and for sidewalks to be installed. The subdivision agreement is attached.

The owner, Mr. Grimshaw, also owns the neighboring apartments to the north and across the street to the south of the property. The neighborhood is a mixture of single-family homes, apartments and condos.

In an effort to increase affordable housing options, the City Council approved Ordinance 2200, which removed the minimum lot sizes per family dwelling and allows for common or party walls shared between two single-family attached units. This project creates smaller lots of 3,075 square feet and is proposing to have a zero lot line to allow owner-occupied townhome construction in an area that previously contained a single home on 24,600 square feet parcel.

Staff advertised in the Press and a sign is posted on the property. No comments or questions of any kind have been received in response.

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:

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

Attachments

variance request letter

aerial

final plat

agreement

RES 10-20

RANDALL ENGINEERING SURVEYS

722 Monte Vista
Sheridan, Wyoming 82801
Phone 307-672-6003
Fax 307-672-6003

January 27, 2020

Sue Goodman, Planning Division
City of Sheridan
55 East Grinnell
Sheridan, Wyoming 82801

Re: Variance Request to Accompany the Parker Flats Subdivision Submittal.

This letter is to serve as a request for two variances from the City of Sheridan Subdivision Regulations. The first being a variance of the required maximum 2.5 to 1 depth to width ratio for the proposed Lots 1 through 8 of Parker Flats Subdivision. The second being a variance from the side street setback on Lot 8 adjacent to Tenth Street. I am forwarding this to you on behalf of Stephen Grimshaw and am acting as his agent regarding the plat submittal.

I respectfully request the two variances for the following reasons:

1. The proposed Lots 1 through 8 each have an ample area of 3,075 square feet and have depth to front ratios of 4.92:1. These lots are intended to be used for townhouses with a shared wall in between every two lots. Townhouses typically do not need as much lot width due to the reduction of sideyard setbacks on one side. This is in harmony with the newly adopted rules regarding townhouses in R-2 zoning.

2. The lots as proposed on the Parker Flats Subdivision plat allow for large backyards and allow for a 20' wide townhouse unit on each lot. These will be utilized as affordable housing and have the ability to be sold individually.

3. Lot 8 that abuts Tenth Street is proposed to be the same width as all the other lots in Parker Flats. In order to make development more affordable it is the desire of our client to allow a 20' building envelope on this lot as well to utilize the same footprint as the other townhouses.

4. The requested variance from side street setback on Lot 8 would not hinder the visibility triangle requirements as laid out in City Code. Traffic visibility would be maintained to all traffic on both Parker Avenue and Tenth Street as well as any traffic leaving the alley.

If you have any questions feel free to contact me. Thank you.

Respectfully yours,

David L. Randall





CITY OF Sheridan WYOMING

Parker Flats Subdivision

N

0 35 70 140 Feet

Name: sgoodman Date: 02/13/2020

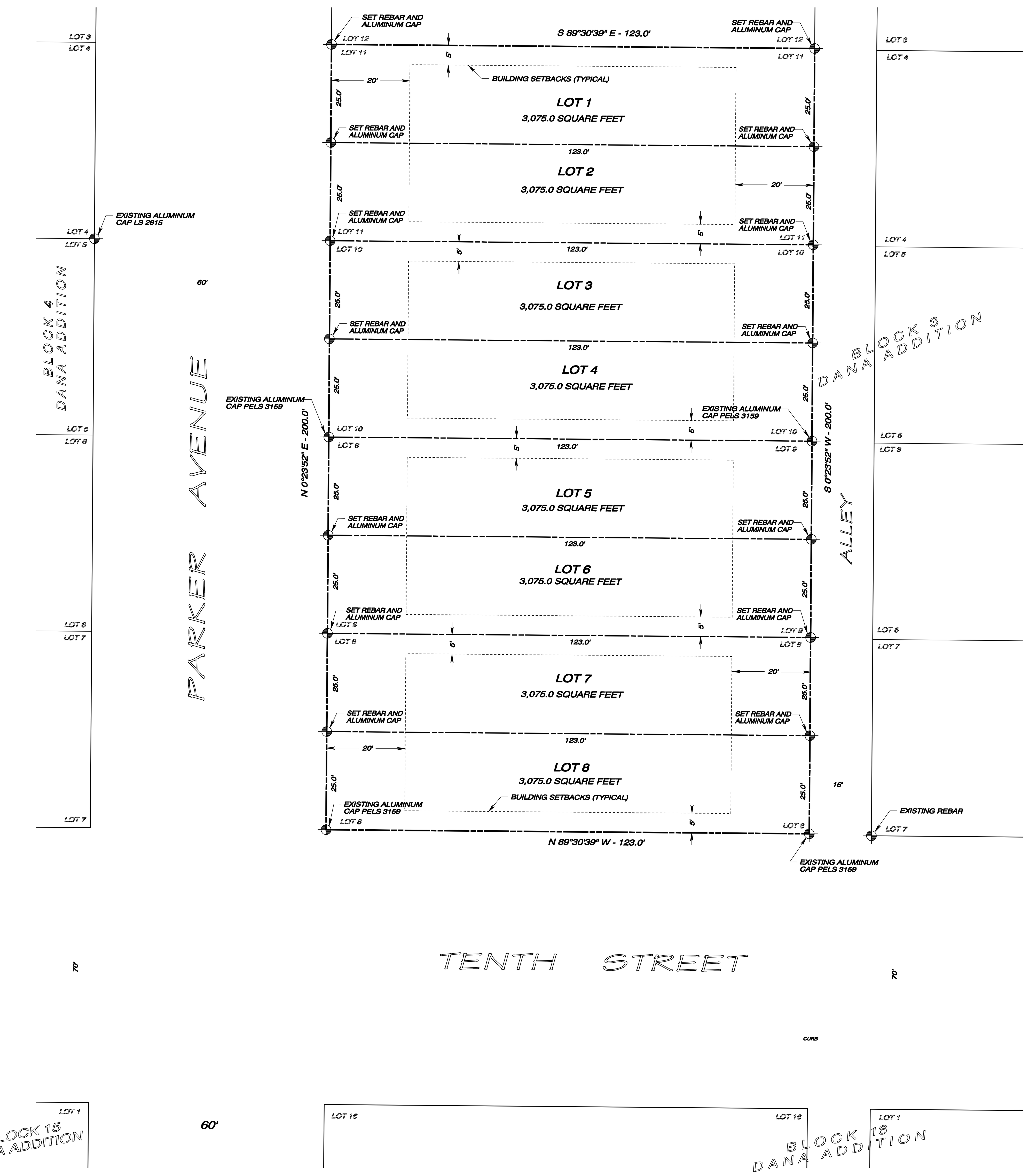
PARKER FLATS

DETAIL

GRAPHIC SCALE 1"=20'

BASIS OF BEARING IS WYOMING STATE PLANE NAD 1983 (EAST CENTRAL ZONE).

PROPERTY IS ZONED R - 2.



CERTIFICATE of OWNERS

Know all men by these presents that the undersigned, Stephen Grimshaw, being the owner of interest in the land shown on this plat, does hereby certify:

That the foregoing plat designated as Parker Flats, being a Replat of Lots 8 through 11, Block 3 of Dana Addition to the City of Sheridan, Sheridan County, Wyoming, 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 and proprietor; 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 of the land shown and described on this plat does hereby dedicate to the City of Sheridan and its licensees for public use for the indicated purposes, all streets, alleys, easements and other public lands within the boundary lines of the plat, as indicated, and not already otherwise dedicated for public use.

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

All rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released.

Executed this _______ day of _____________ , 2020, by:

____
Stephen Grimshaw

State of Wyoming
County of Sheridan } ss

The foregoing plat was acknowledged before me this ______ day of __________ , 2020, by Stephen Grimshaw.

____
NOTARY PUBLIC

My commission expires: ______________________ .

DIRECTOR of PUBLIC WORKS CERTIFICATE of APPROVAL

This plat has been prepared in accordance with the requirements and procedures outlined in the subdivision regulations of the City of Sheridan, Wyoming and certified this _____ day of _________________ , 2020 by the Director of Public Works of Sheridan, Wyoming.

____
DIRECTOR of PUBLIC WORKS

CERTIFICATE of the CITY of SHERIDAN PLANNING COMMISSION

Reviewed by the City of Sheridan Planning Commission this ___________ day of ______________________ , 2020.

_______________________ Attest: VICE-CHAIRMAN

_______________________ CHAIRMAN

CITY of SHERIDAN CERTIFICATE of APPROVAL

Approved by the City Council of the City of Sheridan, Wyoming, this ______ day of ______________________ , 2020.

_______________________ Attest: CITY CLERK

_______________________ MAYOR

CERTIFICATE of RECORDER

State of Wyoming
County of Sheridan } ss

This plat was filed for record in the Office of the Clerk and Recorder at ______ O'Clock __ M., this _____ day of ____________ , 2020, and is duly recorded in Book _______, Page No. ____ .

____
COUNTY CLERK

DECLARATION VACATING PREVIOUS PLATTING

This plat is a Replat of Lots 8 through 11, Block 3 of Dana Addition to the City of Sheridan, Wyoming, as recorded in Drawer "D" of Plats, Map No. 1, of the Records of the Sheridan County Clerk. All earlier plats or portions thereof encompassed by the boundary of this plat are hereby vacated.

CERTIFICATE of SURVEYOR

State of Wyoming
County of Sheridan } ss

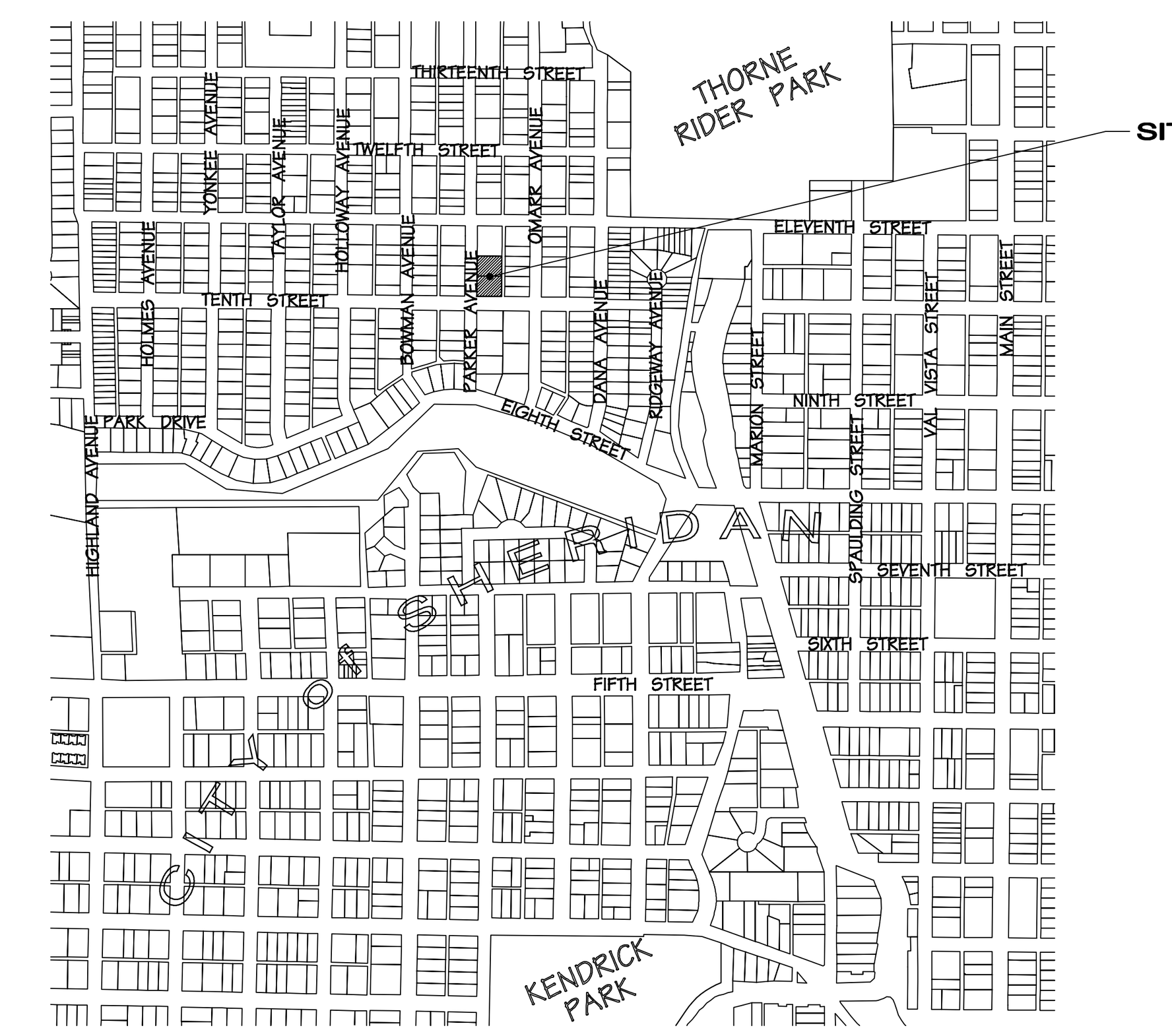
I, David L. Randall, of Sheridan, Wyoming do hereby certify that I am a duly registered Professional Engineer and Land Surveyor, licensed under the laws of the State of Wyoming, that this plat is a true, correct and complete plat of Parker Flats as laid out, platted, dedicated and shown hereon, that this plat was made from an accurate survey of said property conducted by me in June of 2018 and January and February of 2020 and that this plat correctly shows the location and dimensions of all lots, easements and streets of said subdivision in compliance with the City of Sheridan regulations governing the subdivision of land.

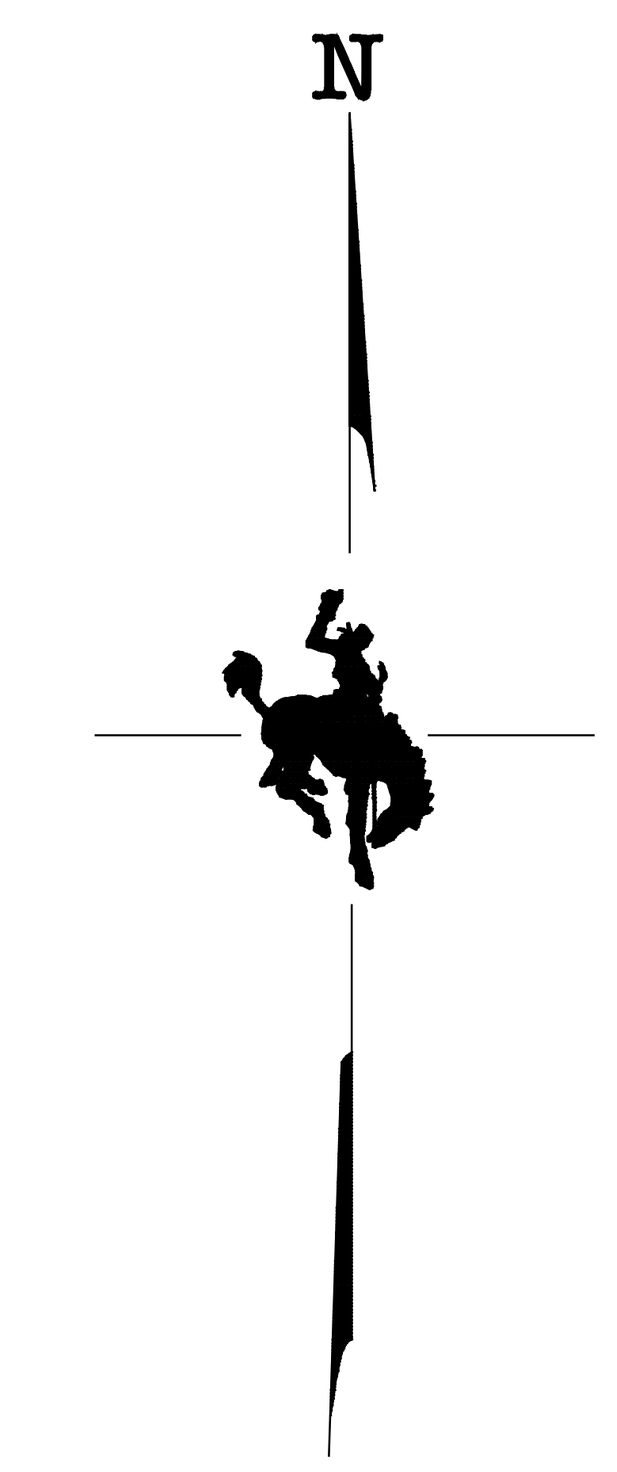
Registration No. 3159 PE & LS

____
CIVIL ENGINEER and LAND SURVEYOR

LOCATION

SCALE : 1" = 1000'





PLAT
of
PARKER FLATS
being a REPLAT of
LOTS 8 through 11, BLOCK 3
of
DANA ADDITION
to the
CITY of SHERIDAN
SHERIDAN COUNTY, WYOMING
for
STEPHEN GRIMSHAW
39 EAST FIRST STREET
SHERIDAN, WYOMING 82801

DRAWN BY REX RANDALL - FEBRUARY 18, 2020
RANDALL ENGINEERING SURVEYS - SHERIDAN, WYOMING

PARKER FLATS SUBDIVISION AGREEMENT

THIS AGREEMENT, made and entered into this day of _____, 2020 by and between STEPHEN GRIMSHAW hereinafter referred to as "Subdivider", and the CITY of SHERIDAN, SHERIDAN COUNTY, WYOMING, a municipal corporation, hereinafter referred to as "City".

WITNESSETH:

THAT WHEREAS, at a meeting held by the City of Sheridan Planning Commission, on the 24th day of February, 2020 the Commission recommended approval of the preliminary plat of the premises known as the Parker Flats Subdivision in the City of Sheridan, Wyoming and

WHEREAS, at a regular meeting held on the 9th day of March, 2020 the City of Sheridan Planning Commission approved the final plat of the Parker Flats Subdivision in the City of Sheridan, Wyoming and

WHEREAS at a regular meeting held on the 16th day of March, 2020, the Sheridan City Council approved said final plat of the Parker Flats Subdivision;

NOW THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

A. IMPROVEMENTS:

Subdivider agrees to submit plans of, and construct at its cost and expense, and other related expenses, the following improvements to the premises in accordance with the plans approved by the City Engineer:

1. A 4 foot wide concrete sidewalk having a thickness of 4 inches shall be placed adjacent to the curb on Parker Avenue and Tenth Street for a continuous length from the North end of the Parker Flats Subdivision to the West line of the North-South alley adjacent to Parker Flats Subdivision. (Total length of 337.3 linear feet).

B. UTILITIES:

1. Construction of utilities and related improvements shall be in accordance with applicable portions of the current edition of the Wyoming Public Works Standard Specifications, and the City municipal code.

2. Individual sanitary sewer service lines will be installed to serve each lot.

3. Individual water service lines will be installed to serve each lot.

C. SURVEY MONUMENTS:

1. Permanent survey monuments shall be set at all boundary corners and boundary deflection points. Monuments shall be, at a minimum, an iron pipe or ferrous rod monument not less than twenty-four (24) inches in length and not less than five-eights (5/8) inches in diameter, and shall include a permanently attached identifying marker. In addition, one iron pipe or ferrous rod monument, with aforementioned dimensions, shall be set at all lot corners and shall include a permanently attached identifying marker.

D. ENGINEER:

1. Subdivider agrees to notify the City Engineer, prior to beginning work, the time of which the work is expected to be started on any of the following items:

a. Laying of sewer service lines
b. Backfilling of sewer service lines
c. Laying of water service lines
d. Backfilling of water service lines
e. Placement of concrete for sidewalks.

2. It is understood and agreed whenever the City Engineer, or his duly authorized representative, inspects portions of the work as mentioned herein before and finds the work performed to be a satisfactory condition for inclusion in the completed project, the City Engineer or his duly authorized representative shall issue a statement of inspection which shall permit the Subdivider to perform the next phase of the construction. Inspection and approval of any item of work shall not forfeit the right of the City to require the correction of faulty workmanship or materials. City will inspect completed work within twenty-four (24) hours after proper notification (excluding Saturdays and Sundays).

3. Subdivider agrees to provide for any necessary adjustment or alteration to existing utilities because of the work required by this Agreement, without cost to the City.

4. Subdivider agrees that all improvements shall be made in accordance with the general regulations, applicable State of Wyoming Standards and Specifications and Ordinances of said City.

5. Town shall have the right to require the correction, by the Subdivider, at any time before release of the security required herein, of any item, or items, to be installed under this Agreement which do not conform to City standards, specifications or ordinances, except for such item or items as may have been approved by the City Engineer.

E. BONDING:

1. Subdivider agrees to execute a bond in the amount of $14,868.00 which is equal to 110% of the cost of required improvements as estimated by the Subdivider's Engineer and approved by the City Engineer (see attached Exhibit A).

a. The condition of the security is that the Subdivider shall complete the improvements within the period specified in this Agreement. In the event Subdivider fails to complete the improvements within the time allowed by the Agreement, or any extension thereof, as may be granted by the City, then the Surety shall complete the improvements and deliver them to the City for approval or, at the election of Surety, Surety shall tender to City the amount necessary, in no event to exceed the penal sum hereof, based upon estimates provided to the City, to carry out completion of the improvements, it being further understood that upon completion of the improvements, and unexpended funds shall be returned to Surety.-

b. Upon completion of any phase of the required improvements, Subdivider may apply for the release of the security in proportion to the relationship between the completed and approved work and the total of required improvements. Any such release of security is limited to 110% of the amount provided to the City by the Subdivider's Engineer and approved by the City Engineer. An application for the release of security upon completion of any improvements shall not be granted unless accompanied by the written certificate of the City Engineer stating that all requirements of the completed portions have been satisfactorily completed in accordance with the terms of this Agreement.

c. The provider of any security for the performance of this Agreement must agree that the security shall remain in effect in the unreleased amount until all improvements required by this Agreement are accepted by the City. The period within which improvements must be completed may be extended by the City from time to time, by City Council action or otherwise, without notice to the provider of the security, and any such extension or extensions shall not relieve the provider of its obligation.

2. Subdivider shall be responsible for the care and maintenance of all improvements until completion and final acceptance by the City. During moving in, construction, and moving off, Subdivider shall keep the site free and clean from dangerous accumulation of rubbish and debris, and shall maintain sufficient and proper barricades, lights, etc., for the protection of the public. Final acceptance of the improvements will not be made by the City until the area falling under this Agreement and adjacent property has been cleared of all rubbish, surplus materials and equipment resulting from the Contractor's operations, to the satisfaction of the City Engineer.

3. Subdivider may request extensions of this agreement which may be given by the Sheridan City Council.

F. MISCELLANEOUS

1. This Subdivision Agreement shall inure to the benefit of and be binding upon the successors and assigns of Subdivider. This Agreement shall be recorded in the office of the County Clerk, Sheridan County, Sheridan, Wyoming, and shall constitute a covenant running with all land contained within the final plat of the Parker Flats Subdivision in the City of Sheridan, Wyoming.

2. Unless this Agreement is executed by the Subdivider and returned to the Office of the City Clerk within 120 days after its approval by the City Council, approval shall automatically terminate and Subdivider shall not thereafter be entitled to the benefits of this Agreement until it shall again have been approved by the City Council.

3. No building of structures or occupying of lots shall be allowed until all infrastructure is installed, completed, and approved by the City of Sheridan, Wyoming.

4. The waiver of one breach of any term, condition, covenant, obligation, or agreement of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.

5. If any term or condition of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

6. This Agreement may be signed in parts or by facsimile.

7. Should the City of Sheridan bring any action to enforce the terms of this Agreement, it shall be entitled to the recovery of all reasonable attorney fees and costs.

8. Third Party Rights: No person or entity who is not party to this Agreement shall have any right under this Agreement.

9. The City shall release the original Subdivider's Security if it accepts a new security from any Subdivider or lender who obtains the property. However, no action by the City shall constitute a release of the Subdivider from his liability under this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and official seals on the date first above written.

_____

_____

Roger Miller
Mayor of Sheridan, Wyoming

_____

City Clerk, of Sheridan, Wyoming

_____

Stephen Grimshaw

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Roger Miller and _____, the Mayor and City Clerk of the City of Sheridan, Wyoming this _____day of _____, 2020.

Witness my hand and official seal.

_____

Notary Public

My commission expires _____

_____

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Stephen Grimshaw this _____ day of _____ 2020.

Witness my hand and official seal.

_____

Notary Public

My commission expires _____

EXHIBIT A

ESTIMATED COST OF IMPROVEMENTS
FOR
PARKER FLATS SUBDIVISION

ITEM DESCRIPTION	MATERIAL AND INSTALLATION UNIT COST	TOTAL COST
WATER LINES		
Water service lines	8 x 38.5 feet x $10/ft	$3,080.00
City Tap Fees	7 @ $190 each (Credit Tap Fee for Existing Line)	$1,330.00
SEWER LINES		
Sewer service lines	8 x 27 feet x $10/ft	$2,160.00
City Street Opening Fees	4 @ $50 per opening	$ 200.00
CONCRETE SIDEWALK		
	337.3 LF x 4 ft width = 1,349.2 Sq. Ft. @ $5.00 / Sq. Ft.	$6,746.00
	TOTAL IMPROVEMENTS	$13,516.00
SUBDIVISION SECURITY		
Required Security	$13,516.00 x 110%	$14,868.00

CITY OF SHERIDAN
RESOLUTION 10-20

A RESOLUTION approving PL 20-9, the final plat of Parker Flats, dividing ± 24,000 square into 8 lots. Zoned R-2 Residence District, located at 1405-1425 Parker Avenue.

WHEREAS, the final plat of Parker Flats 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 variances from Sheridan City Code Appendix B §505(C)(1) requiring the depth-to-front ratio of lots shall not exceed 2.5 to 1, §505(C) (3) Corner lots and lots with streets on three sides for residential use shall have extra width to allow for a property setback from all streets, and a variance from Sheridan City Code Appendix A §5 (3) requiring an adjacent street line and the line of the building shall be at least ten (10) feet in depth.

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

That the final plat of Parker Flats, dividing ± 24,000 square feet into 8 lots zoned R-2 Residence District, located at 1405-1425 Parker Avenue.

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

> A variance from Sheridan City Code Appendix B §505(C)(1) requiring; the depth-to-front ratio of lots shall not exceed 2.5 to 1, §505(C) (3) Corner lots and lots with streets on three sides for residential use shall have extra width to allow for a property setback from all streets, and a variance from Sheridan City Code Appendix A §5 (3) requiring an adjacent street line and the line of the building shall be at least ten (10) feet in depth.

In approving the variance from the depth to frontage ratio requirements and area 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 Parker Flats 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 variances 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 16th day of March 2020.

_____
Roger Miller, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

Project Name:	Award for the City Hall Boiler Replacement Project - City Engineer Hanns Mercer
From:	Hanns Mercer, City Engineer
To:	Mayor and Council
CC:	
Date:	02/25/2020

Recommendation:

Staff recommends that the Mayor and City Council award the City Hall Boiler Replacement Project to the most qualified proposal with the best value submitted and execute an agreement for this Project. A selection committee will evaluate proposals to attain the best value based on cost, schedule, approach and experience. The anticipated cost for this project is $75,000.

Background:

The primary purpose for the "City Hall Boiler Replacement" project is to replace the obsolete, existing boilers with new high efficiency boilers that allow for proper heating of City Hall.

Currently, there are 3 boilers being utilized. Staff's effort to keep these aging units in good repair is proving to be difficult, as the respective parts are becoming difficult to obtain. As a remedy, this project will replace the existing 3 at 169,000 BTU's each with 2 new high efficiency boilers at 285,000 BTU's each.

The project is anticipated to start in April of 2020 and reach completion by the 1st of June, 2020.
An advertisement for proposals has been requested through public notice, with the proposals due on March 16, 2020.

Funding:

This project is fully funded, at the anticipated cost, with a Wyoming Business Council Grant and Direct Distribution funds.

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:	Big Goose Water Treatment Plant Exterior Improvements - City Engineer Hanns Mercer
From:	Hanns Mercer, City Engineer
To:	Mayor and Council
CC:	
Date:	02/25/2020

Recommendation:

Staff recommends that the Mayor and City Council award the Big Goose Water Treatment Plant (BGWTP) Exterior Improvements Project to the lowest qualified bid submitted and execute an agreement for this Project. The anticipated cost for this project is $57,700.

Background:

The primary purpose for the "BGWTP Exterior Improvements" project is to replace approximately 1,795 square feet of damaged or missing cedar lap siding. The project is also inclusive of the application of stain and paint on all of the exterior surfaces on both the Main and Clearwell buildings located at 1350 Big Goose Road (SEE ATTACHED MAP).
The Main and Clearwell buildings are in need of a reapplication of stain and paint as part of regular maintenance. In addition to the regular maintenance, replacement of siding is needed. This is primarily due to damage and deterioration from significant weather events and pests; woodpeckers (SEE ATTACHED PICTURES).

Construction is anticipated to start, weather dependent, as early as April, 2020 with the project deadline not to exceed August 31, 2020. The Project is estimated to take 30 days for the completion of all work.

An advertisement for competitive bid proposals has been requested through public notice, with the bid opening to be held on March 13, 2020.

Funding:

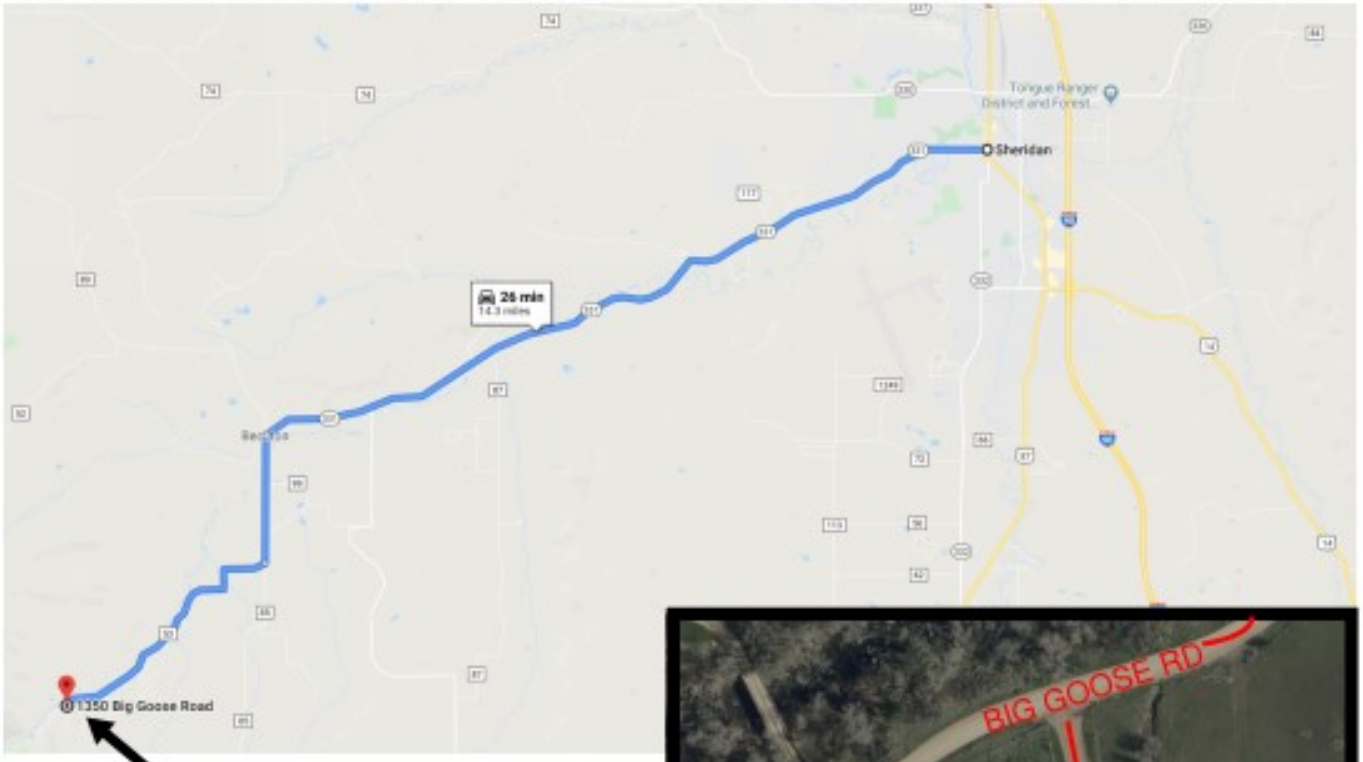
This project is fully funded, at the anticipated cost, with Water Funds.

Attachments

Map and Photos

PROJECT LOCATION MAP

The Big Goose Water Treatment Plant is located approximately 26 minutes from Sheridan, WY.





PICTURES

All pictures are of the Big Goose Water Treatment Plant and were taken in January of 2020.













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:	Amendment No. 2 for Hillslide Stabilization Project Phase II - City Engineer Hanns Mercer
From:	Hanns Mercer, City Engineer
To:	Mayor and Council
CC:	
Date:	02/25/2020

Recommendation:

Staff recommends that Mayor and City Council approve Amendment Number 2 to the original contract between the City of Sheridan and Hayward Baker Inc. (Keller North America) of Commerce City, Colorado. This Amendment is in the amount of $XX. This is the Guaranteed Maximum Price (GMP) for this portion of the project. This includes design, engineering, construction, and construction oversight.

Discussion:

The City of Sheridan and Hayward Baker Inc. (Keller North America) entered into a contract on August 16, 2018 for the services of Design-Build for the Hill Slide Stabilization Project. As stated in the original agreement, Hayward Baker will submit a GMP cost proposal that is broken down into three (3) sections; Construction Services, Construction Management, and Project Contingency. The Construction Services section includes a cost to complete the construction of the project. The Construction Management section of the GMP includes the costs associated with Project Management, Inspection Services, and Testing. The Hill Slide Stabilization Project has followed all Wyoming State Statutes for Capital Construction bidding requirements.

The City of Sheridan advertised for bids on February 25, March 4, and March 12, 2020.

Funding:

The City of Sheridan Hill Slide Stabilization Project Phase II funding:

- MRG Grant = $350,000
- SRF Loan = $650,000
- CAP Tax = $500,000

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

Project Name: Award for the East Brundage Street Alley Approach Improvements - City Engineer Hanns Mercer
From: Hanns Mercer, City Engineer
To: Mayor and Council
CC:
Date: 02/25/2020

Recommendation:

Staff recommends that the Mayor and City Council award the Brundage Street Alley Approach Improvements project to **Simon Contractors**. of Sheridan, Wyoming, the lowest qualified bid submitted and execute an agreement for this Project for the amount of: **Ninety Three Thousand, Eight Hundred and Twenty Eight Dollars ($93,828.00).**

Staff requests that for the Brundage Street Alley Approach Improvements project, the Mayor and City Council authorize the Public Works Director, Lane Thompson, to act on behalf of the Council and Mayor on all matters related to this project.

Discussion:

The City of Sheridan E. Brundage Street Alley Approach Improvements Project is anticipated to occur and be completed between the dates of May 4, 2020 and June 22, 2020. The project's base bid encompasses concrete drainage and ADA improvements at the alley approaches on E. Brundage St. between N. Main and N. Gould and will be completed no later than June 12, 2020 prior to the first 3rd Thursday Festival. The project's Bid Alternate 1 includes concrete drainage and ADA improvements at the intersection of S. Thurmond St. and W. Heald St. See the attached map for the project locations.

Requests for bids were advertised January 7 - February 27, 2020, and the bid opening was held on February 27, 2020. The bid results are as follows:

Simon Contractors:	**$93,828.00**
Engineer's Estimate:	$70,710.00

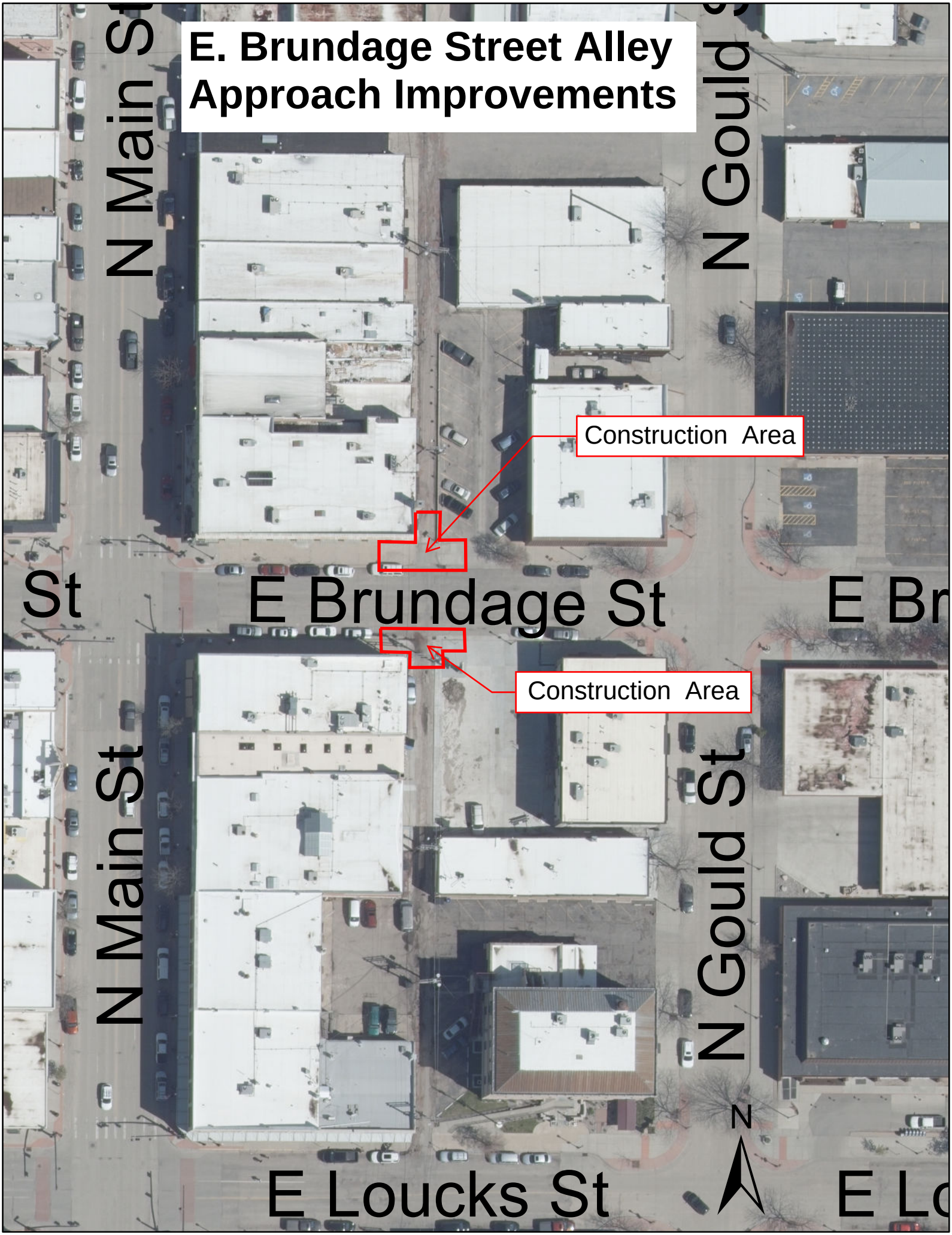
Funding:

This project is fully funded with Optional One Cent Funds, Public Benefit Funds, and Direct Distribution (Supplemental).

Attachments

Heald St.
E Brundage


E. Brundage Street Alley
Approach Improvements
S Thurmond St
Big Horn Ave
Construction Area
W Heald St
S Thurmond St
Big Horn Ave
W Burrows St
N


E. Brundage Street Alley
Approach Improvements
N Main St
N Gould St
Construction Area
St
E Brundage St
E Br
Construction Area
N Main St
N Gould St
N
E Loucks St
E Lo

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:	Award to Fremont Motor of Lander in the Amount of $56,103.56 for a 1 Ton Dump Truck for the Cemetery - Public Works Director Lane Thompson
From:	Lane Thompson, Public Works Director
To:	Mayor and Council
CC:	
Date:	03/05/2020

Recommendation:

Staff recommends that Mayor and Council award the purchase of a 1 ton dump truck for the Cemetery to Fremont Motor of Lander, WY in the amount of fifty-six thousand, one hundred and three dollars, and fifty-six cents ($56,103.56).

Background:

City Staff sent out an advertisement for sealed bids for a 1 ton 2020 F350 with dump box and snow plow for use at the Cemetery. Bids were accepted until 2:00 P.M. on February 19, 2020. A bid opening was held in the City Hall Council Chambers at this time. A total of (6) bids were received:

Fremont of Lander	**$56,103.56**
Fremont of Sheridan	$56,786.00
Fremont of Sheridan	$57,780.00
Sheridan Motors	$61,170.00
Fremont of Casper	$56,199.00
Fremont of Casper	$57,193.00

Funding:

This equipment will be funded with funds from the Fleet Budget.

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:	Ordinance 2207 for Adoption of 2020 National Electric Code and a Clerical Name Change to the International Property Maintenance Code - Public Works Director Lane Thompson
From:	Lane Thompson, Public Works Director
To:	Mayor and Council
CC:	
Date:	03/04/2020

Recommendation:

Staff recommends that Mayor and City Council approve proposed Ordinance 2207.

Discussion:

This ordinance amends National Electric Code 2017 and replaces it with National Electric Code 2020 to meet state requirements. This update will retain one exception to Chapter 7-2 Technical Codes - Adopted.

In addition, there is language change to Chapter 7-2(a)(11) Technical Codes Adopted, changing the International Property Management Code to the "*International Property Maintenance Code.*"

Background:

Existing Ordinance:

1. The 2017 Edition of the National Electric Code as adopted by the Mayor City Council has been amended as follows:

Section 230.70 (A)(1) is amended to read:

- The service disconnecting means shall be installed at a readily accessible location outside of the building nearest the point of entrance of the service conductors. Feeders to other buildings or structures will require a disconnect means on the exterior.

2. The "International Property Management Code" 2018 Edition, published by the International Code Council, Chapers 1,2,3.

Recommended Change:

1. The *2020* Edition of the National Electrical Code as adopted by the Mayor and City Council shall be amended as follows:

Section 230.70(A)(1) is amended to read:

- The service disconnecting means shall be installed at a readily acessinle location outside of the building nearest the point of entrance of the service conductors. Feeders to other buildings or structures will require a

diconnect means on the exterior.

2. The "International Property *Maintenance* Code" 2018 Edition, published by the International Code Council, Chapters 1,2,3.