AGENDA
CITY OF SHERIDAN
MARCH 16, 2020
REGULAR COUNCIL MEETING START 7:00 P.M.

1. Call to Order

2. Pledge of Allegiance

3. Invocation to be given by Gary Kopsa with the Volunteers of America

4. Roll Call of Members

5. Consideration of Agenda

6. Comments from the Public

7. Community Update

   A. The Hub - Senior Center Update - Executive Director Carmen Rideout

   B. Cemetery History Presentation - Mikayla Larrow, Executive Director for the Sheridan County Historical Society

8. Public Hearings

   A. Public Hearing for Resolution #09-20 - Olivecan 2 Subdivision - Community Development Director Wade Sanner

      i. Consideration of Resolution #09-20 - Olivecan 2 Subdivision

   B. Public Hearing for Resolution #10-20 - Parker Flats Subdivision - Community Development Director Wade Sanner

      i. Consideration of Resolution # 10-20 for the Parker Flats Subdivision

   C. Public Hearing For Ordinance 2209 Amending Mayor and City Council Member Compensation - City Attorney Brendon Kerns

      i. Consideration of Approval of the First Reading of Ordinance 2209 Amending Mayor and City Council Member Compensation

D. Public Hearing for 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

i. Consideration of the First Reading of Ordinance 2207 for Adoption of 2020 National Electric Code and a Clerical Name Change to the International Property Maintenance Code

9. Consent Agenda

A. Award to Fremont Motor of Lander in the Amount of $56,103.56 for a 1 Ton Dump Truck for the Cemetery

B. Consideration of Approval of the SEEDA JPB Agreement

C. Award for the East Brundage Street Alley Approach Improvements to Simon Contractors

D. Consideration of Resolution #11-20 Financial Institution Signatories

E. Minutes of Special Meeting March 12th, 2020

F. Minutes of Special Meeting March 9th, 2020

G. Minutes of Special Meeting March 5th, 2020

H. Minutes of Special Meeting March 2nd, 2020 (1)

I. Minutes of Special Meeting March 2nd, 2020 (2)

J. Minutes of Regular Council Meeting March 2nd, 2020

K. Claims

10. Staff Update

A. Capital Facilities Tax Project Update - Interim City Administrator Mike Jackson

B. Coronavirus Update - Chief of Police Richard Adriaens

OLD BUSINESS

11. Consideration of the Third and Final Reading of Ordinance #2208 Amending Cemetery Ordinances - City Attorney Brendon Kerns

12. Consideration of the Third and Final Reading of Ordinance #2203 Amending the Downtown Development Authority Ordinances - City Attorney Brendon Kerns

NEW BUSINESS

13. Consideration of Airport Agreement with Sheridan County - City Attorney Brendon Kerns

14. Consideration of the Approval of Cemetery Policies and Procedures - City Attorney Brendon Kerns

15. Consideration of Resolution 12-20 Supporting the Sheridan Rotary Club's Clean Water Community Challenge - Public Works Director Lane Thompson

16. Council Comments and Reports

17. Requests for Future Agenda Items

18. Executive Session per Wyoming State Statute 16-4-405, To consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price.

19. Adjournment

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:	Public Hearing for Resolution #09-20 - Olivecan 2 Subdivision - Community Development Director Wade Sanner
From:	Lane Thompson, Public Works Director
To:	Mayor and Council
CC:	
Date:	03/11/2020

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.

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.

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. This item was heard by the City Council in a study session at their March 9th meeting.

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.

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:

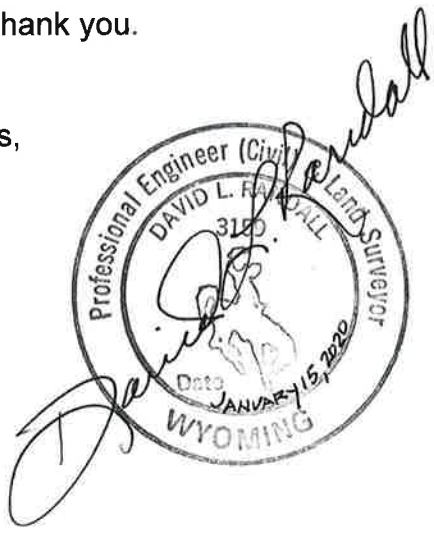
1. The proposed Lots 1A and 1B each have an area of 3,537.5 square feet and have depth to front ratios of 4.42:1. These lots are intended to be used for a pair of townhouses with a shared wall in between the two lots. Townhouses typically do not need as much lot width due to the reduction of sideyard 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

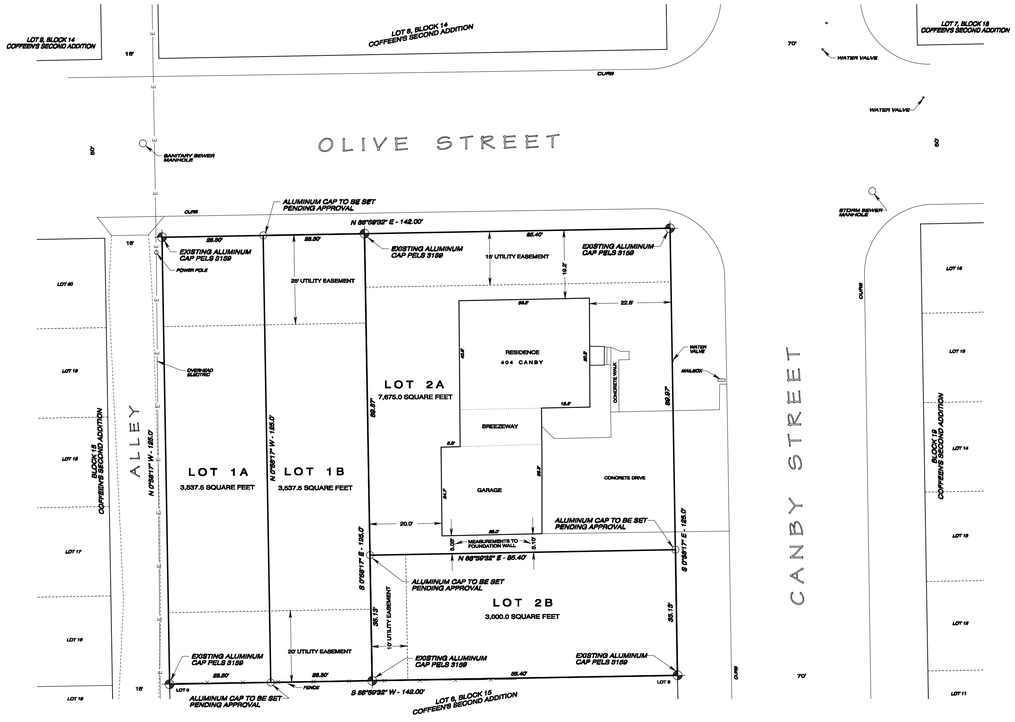
DETAIL

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:	Consideration of Resolution #09-20 - Olivecan 2 Subdivision
From:	Lane Thompson, Public Works Director
To:	Mayor and Council
CC:	
Date:	03/11/2020

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.

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:

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Discussion:

Staff offers the following comments on final plat required findings:

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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.

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Attachments

neighbor letter

aerial

Variance request letter

final plat

RES 09-20

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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.



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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:

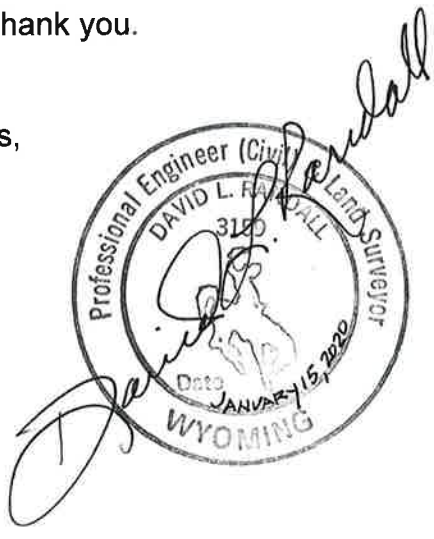
1. The proposed Lots 1A and 1B each have an area of 3,537.5 square feet and have depth to front ratios of 4.42:1. These lots are intended to be used for a pair of townhouses with a shared wall in between the two lots. Townhouses typically do not need as much lot width due to the reduction of sideyard 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

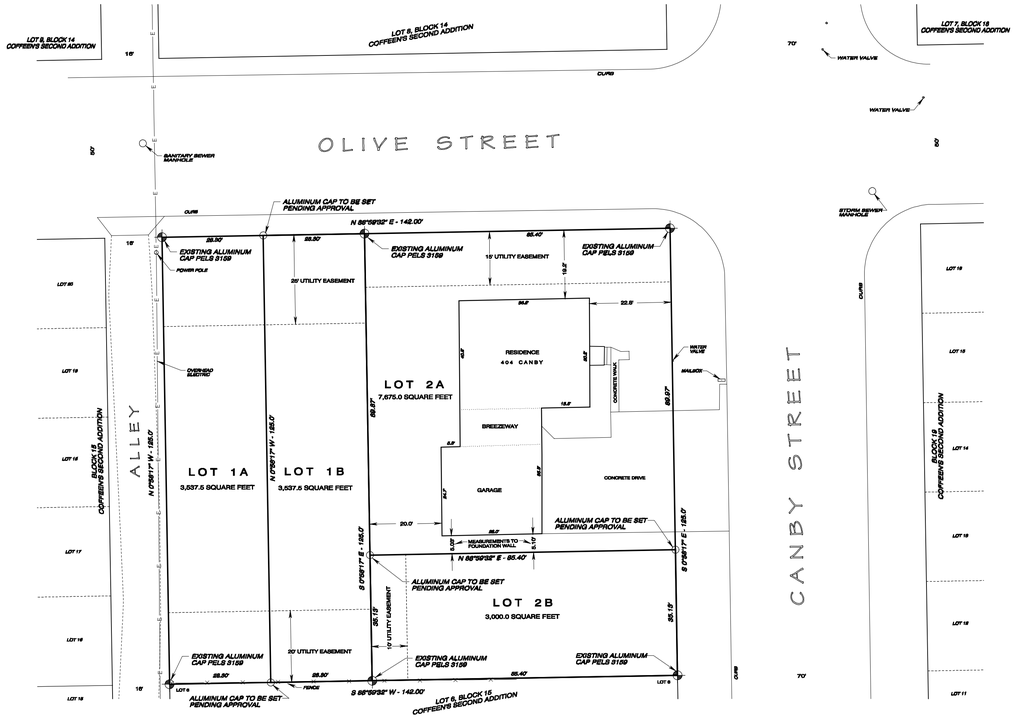
DETAIL

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:	Public Hearing for Resolution #10-20 - Parker Flats Subdivision - Community Development Director Wade Sanner
From:	Lane Thompson, Public Works Director
To:	Mayor and Council
CC:	
Date:	03/11/2020

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.

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.

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, March 9th. This item was heard by the City Council in a study session on March 9th. 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.

Attachments

aerial

Variance request letter

final plat

RES 10-20



CITY OF Sheridan WYOMING

Parker Flats Subdivision

N

0 35 70 140 Feet

Name: sgoodman Date: 02/13/2020

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



DETAIL

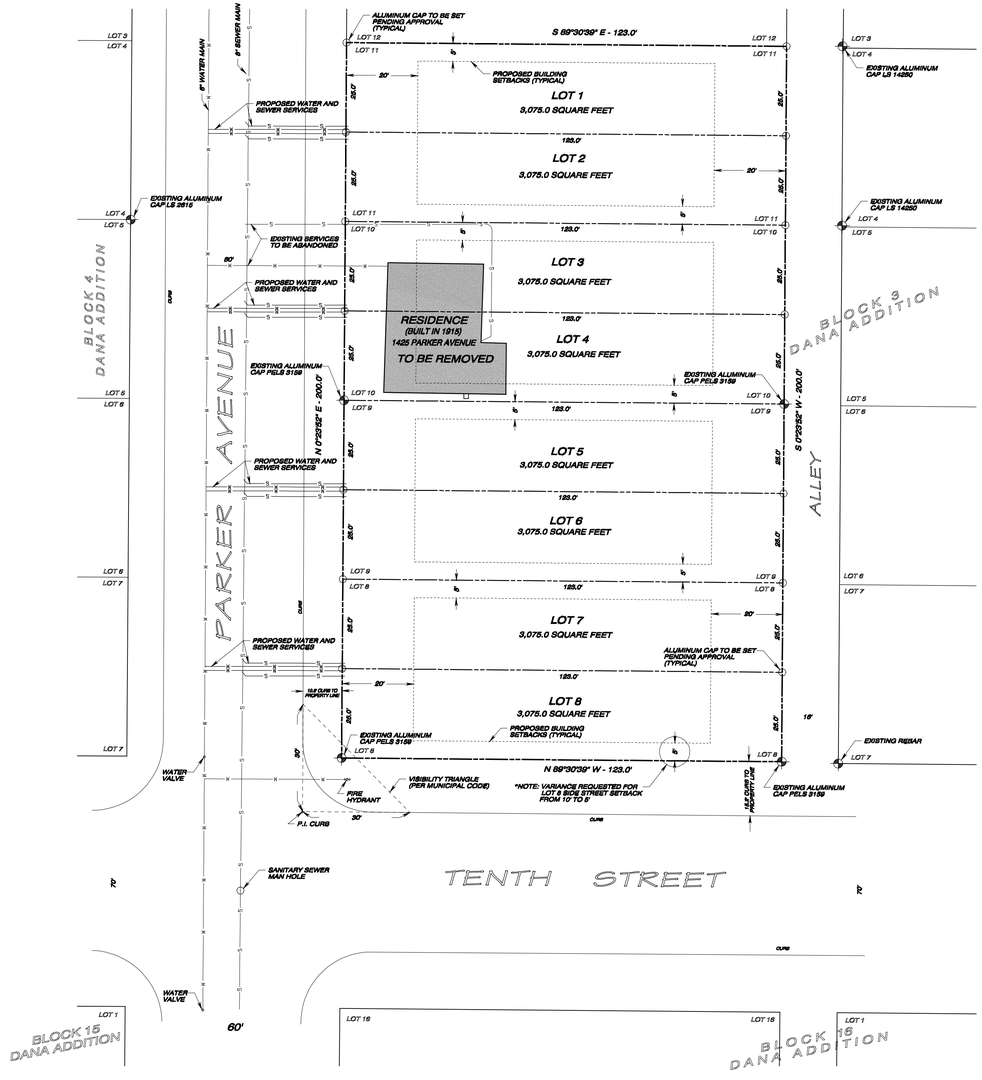
GRAPHIC SCALE 1"=20'

0 20 40 60

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

PROPERTY IS ZONED R - 2.

*NOTE: UTILITY SERVICE INFORMATION SHOWN FROM CITY OF SHERIDAN RECORDS.



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 } 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 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 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

PARKER FLATS

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.

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 } ss
County of Sheridan }

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

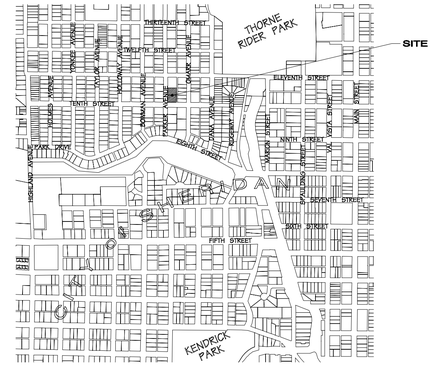
State of Wyoming } ss
County of Sheridan }

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
PARKER FLATS
being a REPLAT of
LOTS 8 through 11, BLOCK 3
of
DANA ADDITION
to the
CITY of SHERIDAN
SHERIDAN COUNTY, WYOMING
addressed as
1405 PARKER AVENUE
and
1425 PARKER AVENUE
for
STEPHEN GRIMSHAW
39 EAST FIRST STREET
SHERIDAN, WYOMING 82801

DRAWN BY REX RANDALL - JANUARY 28, 2020
RANDALL ENGINEERING SURVEYS - SHERIDAN, WYOMING

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:	Consideration of Resolution # 10-20 for the Parker Flats Subdivision
From:	Lane Thompson, Public Works Director
To:	Mayor and Council
CC:	
Date:	03/11/2020

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.

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.

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.

Attachments

aerial

Variance request letter

final plat
RES 10-20
agreement



CITY OF Sheridan WYOMING

Parker Flats Subdivision

N

0 35 70 140 Feet

Name: sgoodman Date: 02/13/2020

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



DETAIL

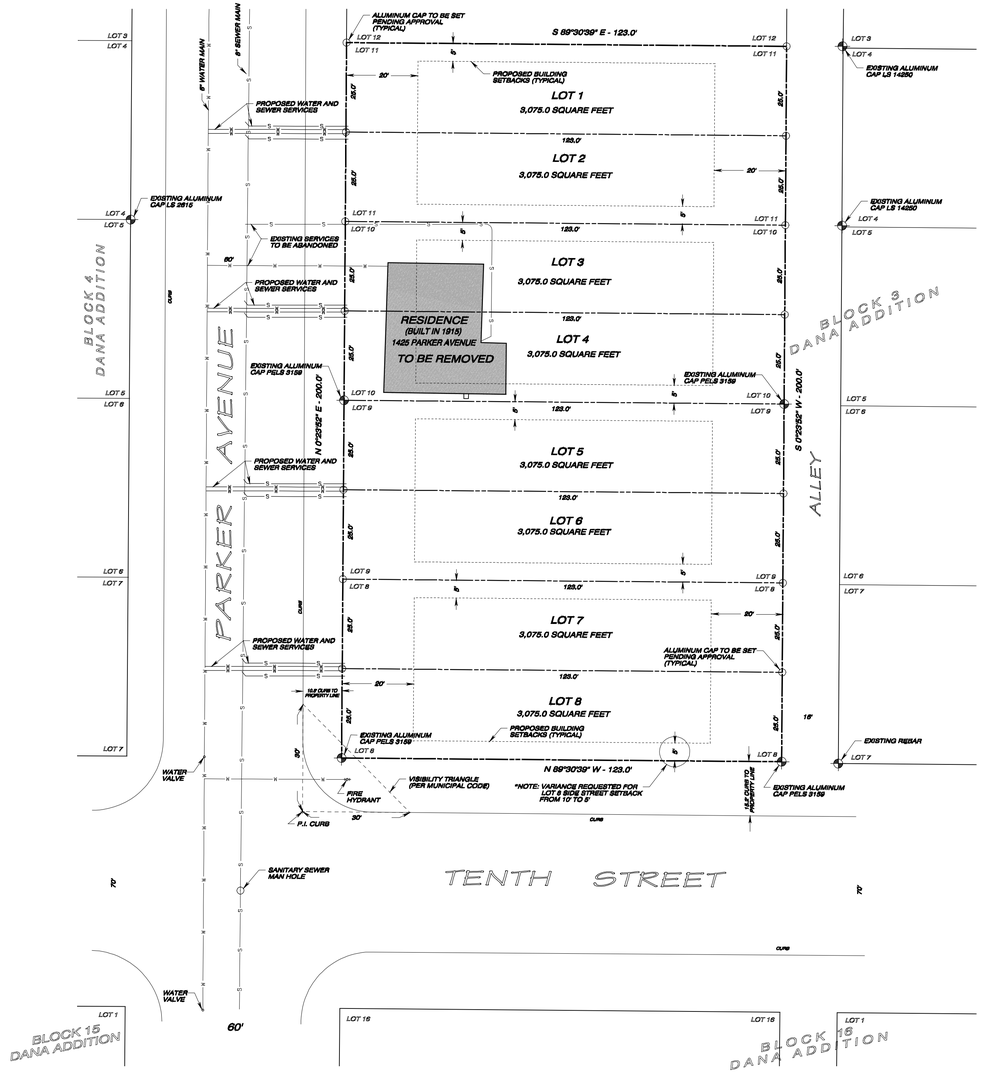
GRAPHIC SCALE 1"=20'

0 20 40 60

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

PROPERTY IS ZONED R - 2.

*NOTE: UTILITY SERVICE INFORMATION SHOWN FROM CITY OF SHERIDAN RECORDS.



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 } 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 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 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

PARKER FLATS

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.

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 } ss
County of Sheridan }

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

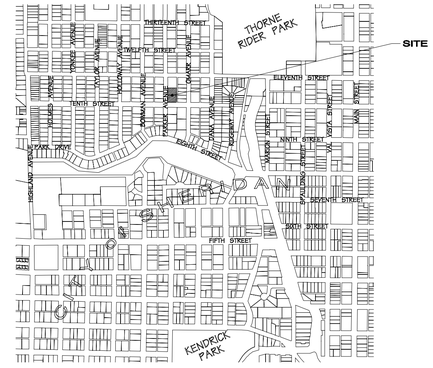
State of Wyoming } ss
County of Sheridan }

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
PARKER FLATS
being a REPLAT of
LOTS 8 through 11, BLOCK 3
of
DANA ADDITION
to the
CITY of SHERIDAN
SHERIDAN COUNTY, WYOMING
addressed as
1405 PARKER AVENUE
and
1425 PARKER AVENUE
for
STEPHEN GRIMSHAW
39 EAST FIRST STREET
SHERIDAN, WYOMING 82801

DRAWN BY REX RANDALL - JANUARY 28, 2020
RANDALL ENGINEERING SURVEYS - SHERIDAN, WYOMING

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

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, WYOMING

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

Attorney

MEMORANDUM

Project Name:	Public Hearing For Ordinance 2209 Amending Mayor and City Council Member Compensation - City Attorney Brendon Kerns
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	
Date:	

Attachments

Elected Official Salary Memo
Mayor-Council Benefits
Ordinance #2211
Mayor-Council Pay

KERNS & BUNTING, LLC

200 W. Loucks St.
P.O. Box 6669
Sheridan, WY 82801
Telephone: 307.655.8600
Facsimile: 307.674.5000

BRENDON E. KERNS
bkerns@kernsbunting.com
Licensed in WY & MT

SHERYL S. BUNTING
sbunting@kernsbunting.com
Licensed in WY

MEMORANDUM

Date: **March 13, 2020**
To: **City of Sheridan Mayor and Council**
RE: **Elected Officer Pay and benefits**

Mayor and Council has requested information and a possible ordinance to adjust elected official pay. Pursuant to Wyoming Statute, elected official pay may be set by ordinance which has been the standard throughout Sheridan's history. Wyoming Statute prevents the Governing Body from granting elected officials any raise during their term. Consequently, any change in benefits or pay will not take effect until the respective elected term has expired and a new term has started.

Mayor pay is currently set at $24,000.00 per year and Council pay is set at $6,000.00 per year. Elected officials are eligible to access all City medical and dental benefits provided that the elected official pays 100% of the premiums.

In your packet, you fill find a proposed ordinance drafted by the Mayor. This ordinance is proposing the following:

(1) Mayor pay will be set at $48,000.00 per year with a 10% increase per term which will continue until terminated by Council.
(2) Council pay will be set at $14,400.00 per year with a 10% increase per term which will continue until terminated by the Governing Body.
(3) Elected Officials would be eligible for the same medical and dental benefits as a City employee.
(4) Elected Officials would be eligible for Wyoming Retirement as a part time employee. Note that under Wyoming Retirement, the elected official cannot vest for four years.

The Mayor is requesting that Council debate this matter, amend the ordinance as it sees fit and then pass the ordinance on first reading.

The City currently spends $60,000.00 for elected official compensation. The aforementioned terms will have the following costs to the City if the elected officials are considered full time employees for medical and dental insurance and part time employee for Wyoming Retirement:

(1) Mayor pay: $48,000.00
(2) Council pay: $12,000.00 each ($72,000.00 Entire Council)

(3) Medical cost:	$14,899.20 each ($104,294.40 Entire Governing Body)
(4) Dental cost:	$1,284.00 each ($8,988.00 Entire Governing Body)
(5) Wyoming Retirement:	$13,344.00 (Entire Governing Body)
(6) TOTAL:	**$246,626.40 All Elected Officials**

The aforementioned terms will have the following costs to the City if the elected officials are considered part time employees for all benefits:

(1) Mayor pay:	$48,000.00
(2) Council pay:	$12,000.00 each ($72,000.00 Entire Council)
(3) Medical cost:	$13,965.72 each ($97,760.04 Entire Governing Body)
(4) Dental cost:	$1,029.60 each ($7,207.20 Entire Governing Body)
(5) Wyoming Retirement:	$14,945.28(Entire Governing Body)
(7) TOTAL:	**($239,912.88 All Elected Officials)**

Note: If the Governing Body decides to offer Wyoming Retirement to Mayor and Council, the City's agreement with Wyoming Retirement would need to be updated. All part-time employees would have to join Wyoming Retirement which would cost the City and additional $12,500 per year in contributions.

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

Mayor/Council Benefits 2020

Cheyenne: Elected officials eligible for insurance benefits. City pays 90% of the premium and elected official pays 10% of premium.

Casper: No benefits offered to elected officials.

Laramie: Elected officials eligible for insurance benefits. Elected officials pay 100% of premium.

Gillette: Elected officials eligible for insurance benefits. Elected officials pay 100% of premium.

Rock Springs: Elected officials eligible for insurance benefits. Elected officials pay 100% of premium, but they receive $3,000 stipend to use for benefits (Wyoming Retirement, health, dental, life insurance). If they don't choose the benefits or don't use the whole $3,000, they receive the remainder as a cash payment.

Sheridan: Elected officials eligible for insurance benefits. Elected officials pay 100% of premium.

Green River: No benefits offered to elected officials.

Evanston: Elected officials eligible for insurance benefits. City pays 91.8% of the premium and the elected official pays 8.2%.

Riverton: City contributes 14.94% of their salary to Wyoming Retirement. Elected official contributes 2.68% to Wyoming Retirement.

Rawlins: No benefits offered to elected officials.

Cody: No benefits offered to elected officials.

Jackson:

ORDINANCE NUMBER 22__

Where as; The Governing Body of the City of Sheridan understands that it is directly responsible to the electorate of the City of Sheridan in Sheridan County, WY.,

Whereas; The Governing Body of the City of Sheridan recognises the importance of all elected official along with the obedience of every elected official to perform their Duties, Authorities, Roles and Responsibilities as established by laws of the State of Wyoming and the City of Sheridan,

Whereas; The Governing Body of the City of Sheridan intends to exceed the past best practice levels of compensation by establishing a higher standard of compensation for future elected municipal officials of the City of Sheridan to a 21st century minimum compensation standard,

Whereas; The Governing Body of the City of Sheridan is defining the necessity of the Mayor and City Council members as essential participants in the management of all tax dollars, staff operations and the transparency of Sheridans' City government,

Whereas; The Governing Body of the City of Sheridan believes that appropriate compensation will inspire more electorates of the City of Sheridan to run for public office and to be financially capable of serving their community as elected officials,

Whereas, The Governing Body of the City of Sheridan believes that appropriate compensation will expand the gender and economic profile of the Governing Body inspiring more women and residents 18 to 40 years of age to actively participate in Sheridans' local government,

Whereas; The Governing Body of the City of Sheridan believes appropriate compensation affords greater civic opportunity and inspires local residents to seek elected office to serve their community,

Whereas; City Council members' last compensation adjustment was approved by Ordinance number 1865 in the year 2000 increasing the monthly payment to $500.00 per month with no benefits, this $200.00 increase was raised from the previous Ordnance number 1492 that was passed in 1980, that established the salary at $300.00 per month. Prior to 1980 the compensation was raised to $30.00 per meeting established by ordinance number 1337 in 1977,

Whereas; The Mayors' last compensation adjustment was decreased from $48,000.00 per year by ordinance number 2122 to $24,000.00 per year with no benefits by the hiring of a City Administrator bringing the Mayor position compensation to a new low not seen since before 1980 where ordinance number 1492 set the Mayors' salary at $24,500.00 fourty (40) years ago,

Therefore; Ordinance No.22__? Establishing salary for the Mayor and City Council members of the City of Sheridan, Wyoming, to become effective January 1st, 2021, method of payment hereby repeals ordinance number 2122, ordinance number 2038 completely,
BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SHERIDAN:

SECTION 1. Commencing on January 1st, 2021, the next duly-elected Mayor salary shall be $48,000.00 per year with as the Chief Executive of the City of Sheridan established by Charter Ordinance 2202. For each subsequent term, the Mayor salary shall increase by 10% per term until such time that the City Council determines no further adjustment should occur.

SECTION 2. Commencing on January 1st, 2021 the duly-elected individual City Council members salaries shall be $12,000.00 per year. For each subsequent term, the Council salary shall increase by 10% per term until such time that the City Governing Body determines no further adjustment should occur.

SECTION 3. The Mayor and Council members shall each be eligible to obtain City of Sheridan dental and medical health benefits as full time parties with the City paying _____ % of the premium and the elected official paying _____ % of the premium.

SECTION 4. The Mayor and Council members shall be eligible for Wyoming Retirement as part time City of Sheridan employees.

SECTION 5. Servability. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance, the intention being that the various provisions hereof are severable.

SECTION 6. Repealer. All orders, by-laws, resolutions and ordinances, or parts thereof in conflict with this Ordinance are hereby repealed.

SECTION 7. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and publication as provided by law.

PASSED, APPROVED, AND ADOPTED this 16th day of March, 2020

_____
Mayor Roger C. Miller

_____
City Clerk, Cecila Good

Mayor/Council Pay 2020

Municipality	Government Form	Mayor	Pay Frequency	Annual	Council Member	Pay Frequency	Annual	Meeting Frequency - Per Month	Compensation Review
Cheyenne	Mayor Council	$ 95,000	Annually	$ 95,000	$ 1,000	Per Month	$12,000	2nd & 4th Monday	Mayor adjusted 4 years ago; Council not adjusted for years.
Casper	Council Manager	$ 300	Council/Work Session	$ 14,400	$ 150	Council/Work Session	$ 7,200	1st & 3rd Tuesday	Last adjusted in December 2019
Laramie	Council Manager	$ 120	Per Meeting	$ 5,760	$ 120	Per Meeting	$ 5,760	1st & 3rd Tuesday	Most recent adjustment 2010; last previous 1992 (City Mgr Run)
Gillette	Mayor/Administrator	$ 18,000	Annually	$ 18,000	$ 500	Per Month	$ 6,000	1st & 3rd Tuesday	Last adjusted in 1998.
Rock Springs	Mayor Council	$ 24,000	twice a month	$ 24,000	$ 500	twice a month	$12,000	1st & 3rd Tuesday	Last adjusted in 2013
Sheridan	Mayor/Administrator	$ 24,000	Annually	$ 24,000	$ 500	Per Month	$ 6,000	1st & 3rd Monday	Mayor adjusted from $48,000 to $24,000 after Administrator was hired 1/1/17
Green River	Mayor/Administrator	$ 1,500	Monthly	$ 18,000	$ 1,000	Per Month	$12,000	1st & 3rd Tuesday	Last adjusted in 2003.
Evanston	Mayor Council	$ 30,000	Annually	$ 30,000	$ 7,200	Annually	$ 7,200	1st & 3rd Tuesday	Last adjusted CM - 8 years / Mayor - Many years
Riverton	Mayor/Administrator	$ 18,000	Annually	$ 18,000	$ 6,000	Annually	$ 6,000	1st & 3rd Tuesday	Last adjusted at least two years ago.
Rawlins	Council Manager	$ 1,000	Monthly	$ 12,000	$ 750	Monthly	$ 9,000	1st & 3rd Tuesday	Adjusted in June of 2019 to be effective 1/1/21
Cody	Mayor/Administrator	$ 24,000	Annually	$ 24,000	$ 100	Bi-Weekly	$ 8,750	1st & 3rd Tuesday	Adjusted once in 10 years; last time = 2 years ago.
Jackson	Council Manager	$ 30,000	Annually	$ 30,000	$25,000	Annually	$25,000	1st & 3rd Monday	Looking at adjusting it effective 1/1/21 to $33,700 for Council and $40,425 for Mayor.

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:	Public Hearing for 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.

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
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

Attorney

MEMORANDUM

Project Name:	Consideration of Approval of the SEEDA JPB Agreement
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	Interim City Administrator Mike Jackson
Date:	03/16/2020

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:	Award for the East Brundage Street Alley Approach Improvements to Simon Contractors
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:

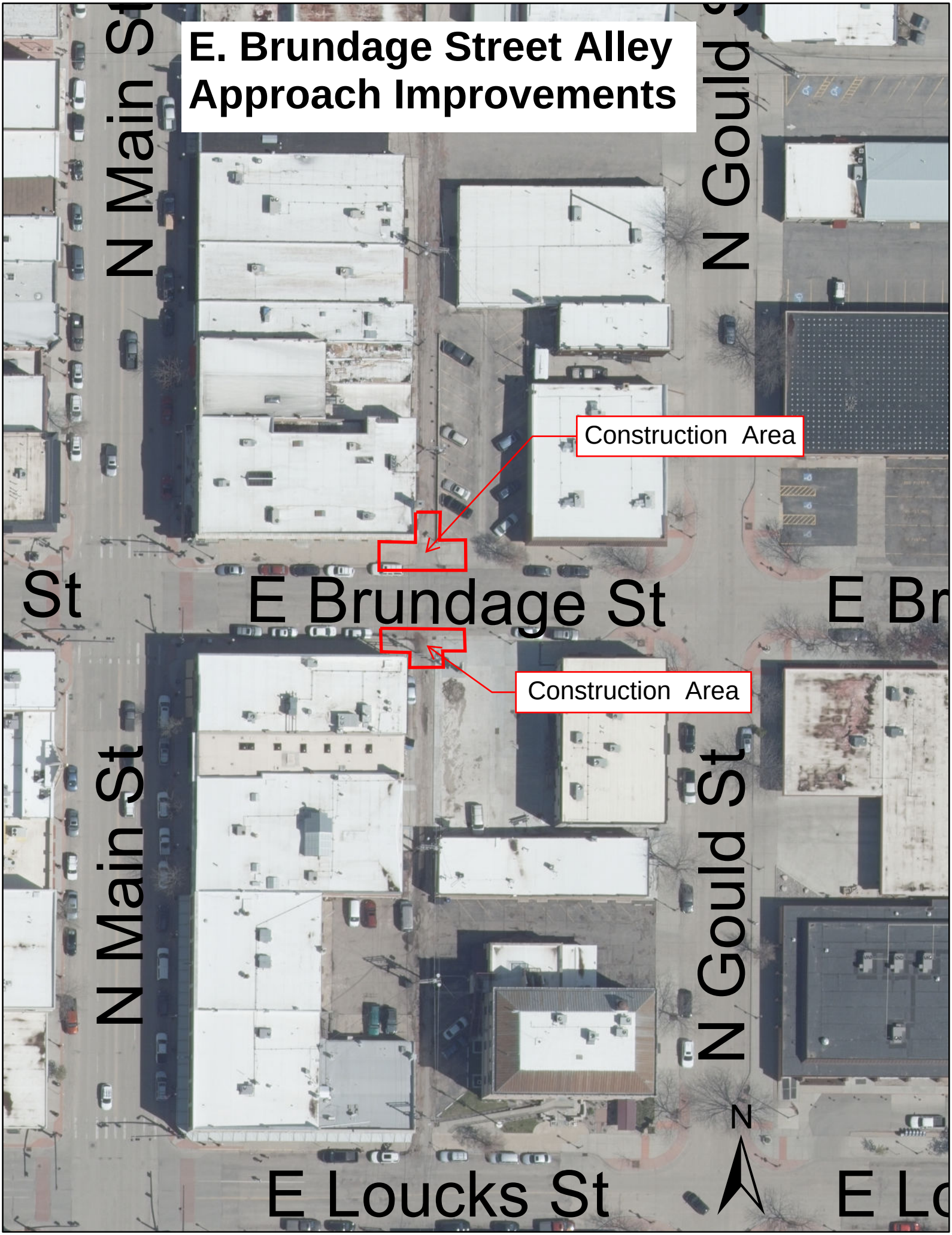
This project is fully funded with Optional One Cent Funds, Public Benefit Funds, and Direct Distribution (Supplemental).

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

Treasurer

MEMORANDUM

Project Name:	Consideration of Resolution #11-20 Financial Institution Signatories
From:	Karen Burtis, City Treasurer
To:	Mayor and Council
CC:	
Date:	01/22/2020

Recommendation:

This resolution replaces Resolution #03-19 by removing Wells Fargo Bank and adding Wyoming Government Investment Fund.

Attachments

Resolution #11-20

CITY OF SHERIDAN

RESOLUTION #11-20

A Resolution correcting Resolution #07-20 and authorizing signatories for deposit at First Interstate Bank, Stifel Nicolaus, WYO-STAR, and Wyoming Government Investment Fund.

WHEREAS Wyoming Statutes 15-1-125(b) requires that checks shall be signed by the Mayor and countersigned by the Treasurer, or any other person the governing bodydesignates to countersign checks in the Treasurer's absence;

WHEREAS City Council approved Resolution #07-20 on February 18th, 2020 with the removal of individual's names;

WHEREAS financial institutions require the name of the individual along with their title.

NOW, BE IT RESOVED BY THE CITY OF SHERIDAN:

1. That Mayor Roger Miller be authorized to sign checks and the City Treasurer, Karen Burtis, be authorized to countersign checks and that Assistant Treasurer, Todd Watkins, and Staff Accountant, Brett Caiola, be authorized to countersign checks in the absence of the City Treasurer.

2. That Mayor Miller, City Treasurer Burtis, Assistant Treasurer Watkins, and Staff Accountant Caiola be authorized to sign any documents necessary for deposit account at First Interstate Bank.

3. That Mayor Miller, City Treasurer Burtis, Assistant Treasurer Watkins, and Staff Accountant Caiola be authorized to sign any documents necessary for deposit account at Stifel Nicolaus.

4. That Mayor Miller, City Treasurer Burtis, Assistant Treasurer Watkins, and Staff Accountant Caiola be authorized to sign any documents necessary for deposit account at WYO-STAR.

5. That City Treasurer Burtis and Assistant Treasurer Watkins be authorized to sign any documents necessary for deposit account at Wyoming Government Investment Fund.

PASSED, APPROVED AND ADOPTED this 16th day of March 2020.

CITY OF SHERIDAN

_____

Roger Miller, Mayor

ATTEST

Cecilia Good, City Clerk

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Minutes of Special Meeting March 12th, 2020
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	Interim City Administrator Mike Jackson
Date:	03/16/2020

Attachments

Special Council Meeting Minutes from March 12th, 2020

CITY OF SHERIDAN, WYOMING
MINUTES OF SPECIAL COUNCIL MEETING

COUNCIL CHAMBERS **12:00 P.M.** **March 12th, 2020**

Mayor Roger Miller called the meeting to order at 12:00 P.M.

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

Council Attendance: Mayor Roger Miller, Council President Rich Bridger, Vice President Thayer Shafer, Councilor Patrick Henderson, Councilor Clint Beaver, and Councilor Jacob Martin. Councilor Aaron Linden was absent.

Others in Attendance: Interim City Administrator Mike Jackson, City Attorney Brendon Kerns, Fire and Rescue Chief Gary Harnish, Human Resources Director Heather Doke and City Clerk Cecilia Good.

Councilor Beaver moved, seconded by Councilor Shafer, to enter into Executive Session for the items below:

4. Executive Session per Wyoming State Statute 16-4-405, To Consider Accepting or Tendering Offers Concerning Wages, Salaries, Benefits and Terms of Employment During All Negotiations.

Council approved the motion: voice vote: unanimous.

Council exited the Executive Session at 12:20 P.M.

Councilor Henderson moved, seconded by Councilor Shafer, to adjourn the meeting at 12:21P.M. Council approved the motion: voice vote: unanimous.

APPROVED:

_____
Roger Miller, Mayor

ATTEST:

_____
City Clerk, Cecilia Good

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Minutes of Special Meeting March 9th, 2020
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	Interim City Administrator Mike Jackson
Date:	03/16/2020

Attachments

Special Meeting Minutes from March 9th, 2020

CITY OF SHERIDAN, WYOMING
MINUTES OF SPECIAL COUNCIL MEETING

COUNCIL CHAMBERS **4:00 P.M.** **March 9th, 2020**

Mayor Roger Miller called the meeting to order at 4:00 P.M.

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

Council Attendance: Mayor Roger Miller, Council President Rich Bridger, Vice President Thayer Shafer, Councilor Patrick Henderson, Councilor Clint Beaver, Councilor Aaron Linden, and Councilor Jacob Martin.

Others in Attendance: Interim City Administrator Mike Jackson, City Attorney Brendon Kerns, Fire and Rescue Chief Gary Harnish, Human Resources Director Heather Doke and City Clerk Cecilia Good.

Councilor Shafer moved, seconded by Councilor Martin, to enter into Executive Session for the items below:

4. Executive Session per Wyoming State Statute 16-4-405, To Consider Accepting or Tendering Offers Concerning Wages, Salaries, Benefits and Terms of Employment During All Negotiations.

Council approved the motion: voice vote: unanimous.

Council exited the Executive Session at 4:30 P.M.

IAFF Local #276 Representative Kyle Johnson, and IAFF Local #276 President Andy Fried joined Council at the table for negotiations.

Proposals in the 1000's are generated by the City and the proposals in the 2000's are generated by IAFF Local #276. IAFF Local #276 Representative Kyle Johnson stated that proposals #1001, #1003, #1005 with the correction of a typo, #1006, #1107 were acceptable to Local #276. Proposals #1002 and #1004 were discussed. Representative Johnson requested additional information on the proposals from Council and their responses to Local #276 proposals. City Attorney Kerns clarified the reasoning for acceptance and rejections regarding language changes.

Councilor Shafer moved, seconded by Councilor Linden, to adjourn the meeting at 5:07 P.M. Council approved the motion: voice vote: unanimous.

APPROVED:

_____
Roger Miller, Mayor

ATTEST:

_____
City Clerk, Cecilia Good

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Minutes of Special Meeting March 5th, 2020
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	Interim City Administrator Mike Jackson
Date:	03/16/2020

Attachments

Special Meeting Minutes from March 5th, 2020
Special Meeting Minutes from March 5th, 2020

CITY OF SHERIDAN, WYOMING
MINUTES OF SPECIAL COUNCIL MEETING

COUNCIL CHAMBERS **12:02 P.M.** **March 5th, 2020**

1. Mayor Roger Miller called the meeting to order at 12:02 P.M.

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

3. Council Attendance: Mayor Roger Miller, Council President Rich Bridger, Vice President Thayer Shafer, Councilor Patrick Henderson, Councilor Clint Beaver, and Councilor Aaron Linden. Councilor Jacob Martin was absent.

Others in Attendance: Interim City Administrator Mike Jackson, City Attorney Brendon Kerns, Fire and Rescue Chief Gary Harnish, Human Resources Director Heather Doke and City Clerk Cecilia Good.

Councilor Linden moved, seconded by Councilor Shafer, to enter into Executive Session for the items below:

> 4. Executive Session per Wyoming State Statute 16-4-405, To Consider Accepting or Tendering Offers Concerning Wages, Salaries, Benefits and Terms of Employment During All Negotiations.

Council approved the motion: voice vote: unanimous.

Council exited the Executive Session at 1:01P.M.

Councilor Beaver, seconded by Councilor Shafer, to Accept Proposals 1001 through 1007to present to IAFF Local #276. Council approved the motion: voice vote: unanimous.

6. Mayor Miller adjourned the meeting at 1:02 P.M. Council approved the motion: voice vote: unanimous.

APPROVED:

_____
Roger Miller, Mayor

ATTEST:

_____
City Clerk, Cecilia Good

CITY OF SHERIDAN, WYOMING
MINUTES OF SPECIAL COUNCIL MEETING

COUNCIL CHAMBERS **12:02 P.M.** **March 5th, 2020**

1. Mayor Roger Miller called the meeting to order at 12:02 P.M.

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

3. Council Attendance: Mayor Roger Miller, Council President Rich Bridger, Vice President Thayer Shafer, Councilor Patrick Henderson, Councilor Clint Beaver, and Councilor Aaron Linden. Councilor Jacob Martin was absent.

Others in Attendance: Interim City Administrator Mike Jackson, City Attorney Brendon Kerns, Fire and Rescue Chief Gary Harnish, Human Resources Director Heather Doke and City Clerk Cecilia Good.

Councilor Linden moved, seconded by Councilor Shafer, to enter into Executive Session for the items below:

> 4. Executive Session per Wyoming State Statute 16-4-405, To Consider Accepting or Tendering Offers Concerning Wages, Salaries, Benefits and Terms of Employment During All Negotiations.

Council approved the motion: voice vote: unanimous.

Council exited the Executive Session at 1:01P.M.

Councilor Beaver, seconded by Councilor Shafer, to Accept Proposals 1001 through 1007to present to IAFF Local #276. Council approved the motion: voice vote: unanimous.

6. Mayor Miller adjourned the meeting at 1:02 P.M. Council approved the motion: voice vote: unanimous.

APPROVED:

_____
Roger Miller, Mayor

ATTEST:

_____
City Clerk, Cecilia Good

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Minutes of Special Meeting March 2nd, 2020 (1)
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	Interim City Administrator Mike Jackson
Date:	03/16/2020

Attachments

Special Council Meeting Minutes from March 2nd, 2020

CITY OF SHERIDAN, WYOMING
MINUTES OF SPECIAL COUNCIL MEETING

COUNCIL CHAMBERS **5:00 P.M.** **March 2nd, 2020**

1. Mayor Roger Miller called the meeting to order at 5:00 P.M.

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

3. Council Attendance: Mayor Roger Miller, Council President Rich Bridger, Vice President Thayer Shafer, Councilor Patrick Henderson, Councilor Clint Beaver, Councilor Jacob Martin, and Councilor Aaron Linden.

Others in Attendance: Interim City Administrator Mike Jackson, City Attorney Brendon Kerns, Fire and Rescue Chief Gary Harnish, Human Resources Director Heather Doke and City Clerk Cecilia Good.

Councilor Linden moved, seconded by Councilor Martin, to enter into Executive Session for the items below:

> 4. Executive Session per Wyoming State Statute 16-4-405, To Consider Accepting or Tendering Offers Concerning Wages, Salaries, Benefits and Terms of Employment During All Negotiations.

Council approved the motion: voice vote: unanimous.

Council exited the Executive Session at 6:01 P.M.

6. Mayor Miller adjourned the meeting at 6:02 P.M. Council approved the motion: voice vote: unanimous.

APPROVED:

_____
Roger Miller, Mayor

ATTEST:

_____
City Clerk, Cecilia Good

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Minutes of Special Meeting March 2nd, 2020 (2)
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	Interim City Administrator Mike Jackson
Date:	03/16/2020

Attachments

Special Council Meeting Minutes from March 2nd, 2020

CITY OF SHERIDAN, WYOMING
MINUTES OF SPECIAL COUNCIL MEETING

COUNCIL CHAMBERS **6:00 P.M.** **March 2nd, 2020**

Mayor Roger Miller called the meeting to order at 6:02 P.M.

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

Council Attendance: Mayor Roger Miller, Council President Rich Bridger, Vice President Thayer Shafer, Councilor Patrick Henderson, Councilor Clint Beaver, Councilor Jacob Martin, and Councilor Aaron Linden.

Others in Attendance: Interim City Administrator Mike Jackson, City Attorney Brendon Kerns, Fire and Rescue Chief Gary Harnish, Human Resources Director Heather Doke and City Clerk Cecilia Good.

Councilor Martin moved, seconded by Councilor Shafer, to enter into Executive Session per Wyoming State Statute 16-4-405, To Consider Accepting or Tendering Offers Concerning Wages, Salaries, Benefits and Terms of Employment During All Negotiations. Council approved the motion: voice vote: unanimous.

Council exited the Executive Session at 6:43P.M.

Councilor Shafer, seconded by Councilor Linden, set the next date for negotiations for Monday March 9th at 4:30 P.M.

Council decided to hold a Special Meeting on Thursday, March 5th at 12 P.M.

Mayor Miller adjourned the meeting at 6:43P.M. Council approved the motion: voice vote: unanimous.

APPROVED:

_____
Roger Miller, Mayor

ATTEST:

_____
City Clerk, Cecilia Good

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Minutes of Regular Council Meeting March 2nd, 2020
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	Interim City Administrator Mike Jackson
Date:	03/16/2020

Attachments

Council Minutes from March 2nd, 2020

CITY OF SHERIDAN, WYOMING

MINUTES OF REGULAR COUNCIL MEETING

COUNCIL CHAMBERS 7:00 P.M. March 2nd, 2020

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

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

3. The invocation was given by Councilor Henderson.

4. The meeting was called to order with a quorum as follows: Mayor Roger Miller presiding with Council President Rich Bridger, Council Vice President Thayer Shafer, Councilor Jacob Martin, Councilor Aaron Linden, Councilor Clint Beaver, and Councilor Patrick Henderson.

Members of staff present included Interim City Administrator Mike Jackson, City Treasurer Karen Burtis, City Clerk Cecilia Good, Public Works Director Lane Thompson, Fire Chief Gary Harnish, Utilities Director Dan Roberts and various other City staff.

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

6. Public Hearings

A. Mayor Miller opened a Public Hearing at 7:01 PM for Resolution #08-20 Extending the Parked Term for Retail Liquor License #2 (Railroad Grill, LLC) by 90 Days. City Clerk Cecilia Good presented an update to Council. Tom Thompson, the owner of Railroad Grill, LLC explained the extraordinary circumstances surrounding the delay in becoming operational. There were no comments from the public. The Public Hearing was closed at 7:13 PM.

i. Councilor Beaver moved, seconded by Linden, to approve Resolution #08-20 Extending the Parked Term for Retail Liquor License #2 (Railroad Grill, LLC) amended to state 120 Days throughout the Resolution, along with a Finding of Extraordinary Circumstances. Council approved Resolution #08-20 Extending the Parked Term for Retail Liquor License #2 (Railroad Grill, LLC) by 120 Days with a Finding of Extraordinary Circumstances: voice vote; unanimous.

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

A. Approval of Resolution 02-20 Designating 2020 Free Landfill Days and Trees for Trash & Community Cleanup Day

B. Minutes of Regular Council Meeting February 18th, 2020

C. Claims

Prepaids 2/20/2020

Vendor Name	Description	Total
CenturyLink Communications, LLC	SCADA Lines and Extensions	1,302.08
Dick Anderson Construction Inc.	Redo Check Name Change Overpayment KWN	21.30
Fred Pryor Seminars	Renew Membership for Scarlet for 12 months	199.00
Justin Bishop	Turf Management Services - February 2020	5,583.33
Montana Dakota Utilities	pump stations, lift stations/numerous electric bills	20,170.21
Grand Total		27,275.92

Prepaids 2/27/2020

Vendor Name	Description	Total
Montana Dakota Utilities	Um shop, pump stations/Numerous electric bills	14,655.29
Pam Thompson	March Housing Allowance for Interim CA	1,000.00

Grand Total	15,655.29

City of Sheridan

Claims paid on 03/03/20

Sum of Amount		
Vendor Name	Description	Total
ABC Signs & Specialties	signs for Sheridan Commercial - Skijoring-Parking sign Gould	10,966.23
Ace Hardware-Newkirk	ladder - ruler, compass, handyman -parks	86.39
AlphaGraphics of Wyoming	Safe Ride ticket books - 2,000 tickets	558.90
Amazon Capital Services #A33MIR27FEZN42	Safety Windsock for Landfill/standing desks/hard drives	2,672.71
American Welding & Gas, Inc.	reciprocating blade - shop supplies	30.60
Andy McFaul	Balance Refund/920 & 871 Pinyon Pl.	78.23
A-Plus Services, LLC / East Ridge Towing	tow from exit 1 I-90 to SPD - 20P001023	460.00
Arrow Survey Group, Inc	Professional Services-#5705	1,200.00
Automationdirect.com	filter mats and ultimate series enclosure	889.00
Axis Forensic Toxicology, Inc	Lab Results - 20P000704 and 20P000875	924.00
Ben Hawkins	Duty boot reimbursement	150.00
Bighorn Design Studio, LLC	shirts for Hauf - st	135.00
Bomber Mountain Transport LLC	2.4 snow removal - sr	977.50
Braydee & Tess Wile	Deposit Refund/939 W 10th St.	62.59
Brian's Boot & Shoe	MarkS Work Boots	179.95
Buggy Bath Car Wash	Monthly Truck Washing for SWR - January 2020	119.84
Burns & Mc Donnell	PAYT - October 2019/preperation cell 10	17,969.25
C & K Equipment	new bobcat - parks mounting frame new bobcat	56,747.60
Carolyn A. Byrd	Planning Commission and BOA minutes	125.00
Carquest Auto Parts	Parts and supplies	265.11
CED- Consolidated Electrical Distributers Inc.	mogul base - lights signs	449.12
Chemtrade Chemicals US LLC	ALUM Sulfate	6,770.46
CMI-Teco	injector unit 3.32 recycle	381.97
Connie Gentzler	Balance Refund/1991 Stadium Dr.	59.11
Country Bounty	Christmas Clean Up Ads	231.00
County Trash, LLC	Dumpster pickup- bi weekly- 2/1	110.00
Croell Redi-Mix Inc.	Leak repair- riverside, coffeen	2,033.00
Dana Kepner Company	brass saddle 4,6,8,10,12inch	1,879.55
D-H Technologies, LLC	Service Call to Fix Phone Issues at Landfill	200.00
Diamond Bolton	Deposit Refund/1744 Yonkee Ave.	33.19
DPC Industries, Inc.	2000# Chrlorine tank rent- Jan	50.00
Ed Hammer Inc	Repair of damaged police car	22,120.88
Employ, LLC	Temporary Labor	6,566.39
Energy Laboratories, Inc	Total Organic Carbon testing - February	178.00
Fastenal Company	18 Vt Dewalt XRP Drill/ Driver, battery & charger	253.32
Fire Engineering	Annual subscription for Chief Harnish 211073	24.00
Galls, LLC	Name Tags and duty shirts	364.14
Geotec Industrial Supply	flexible delineators - signs	3,308.56
Hach Company	DR 6000,2 online pH probes,Solitex sensor agreemnt	11,446.37
Hawkins Inc	chemical	5,539.77
Heartland Kubota, LLC	locking pin,hex nut,hydraulic hose,starter switch	296.59
Home Depot	kingsford matchlight, sandpaper, jigsaw, blades	876.63
HUB International Mountain States Limited	Notary Bond - Valentine	50.00
InfoSend, Inc.	January 2020 - Billing Stmts, Postage, Mo. Svc Fee	2,416.79
Interstate Engineering, Inc.	Kendrick Pool Assessments & Upgrade #5717	44,050.00
Jill W Chase	SPAC Coordinator for February 2020	1,000.00
J-K Trucking	2.11-2.14 snow haul - sr	1,806.25
John Deere Financial #1111308145	Chains for Truck 20/back hoe tooth, tow strap	587.47
Joy Hayworth	Deposit Refund/1411 Holloway Ave.	34.38
Karen B. Burtis	Reimbursement for Registration/Airfare	3,214.40
Kilpatrick Creations Inc.	Embroidery for Shirts - Ron P - Solid Waste	88.75
Knecht Home Center	Credit - chain loop stihl bar - parks	(77.93)
Kubat Equipment & Service Co	Fuel Pump Repair from Lightning Strike	7,074.50
Luke A Goddard	Medical Doctor Coverage for March 2020	500.00
Mary Gwen Brayton	Balance Refund/190 E Montana St.	59.30
Morrison-Maierle, Inc.	NSI-Utilities & Enhancements-CA #4729	3,000.25
Morton Salt, Inc	1 Truck (25 Tons) Salt	5,373.34
Napa Auto Parts	Floor Dry for Fuel Spills/supplies	328.47
Norco, Inc	Supplies	1,035.25
Office Shop Inc	Copy Charges 02/02/20 - 03/01/20	463.42
Office Shop Leasing	Lease Payment 8 of 60 - February 2020	89.54

Pfitzer Pest Control, LLC	pest control for mice issue from garbage trucks	138.00
Vendor Name	Description	Total
Philip & Sharon Plett	Balance Refund/1137 S. Thurmond St.	5.00
Powder River Heating & Air Conditioning, Inc	Replaced Thermostat at Recycling Center	176.10
Powder River Power Co	hose fitting adapter/coupler unit, hose assembly	214.75
Prothman	City Administrator Search	6,166.67
Quality Code Publishing	Supplement No 43	2,446.50
Radwell International, Inc	1/8 inch check valves, output module	391.56
Railroad Management Company III, LLC	Railroad lease	258.95
Roll 'N' Rite Doors Inc.	UM bay door repairs	142.50
Ryan & Rachel Aschbacher	Balance Refund/507 N Sheridan Ave. #104	37.92
Schoeny Inc	Snow hauling	1,933.75
SCS Engineers	Tipping Fee Study - January 2020	1,974.90
Servall Uniform & Linen Supply	Rug cleaning	597.47
Severson Supply Co. Inc.	blades unit 4.39 sr	659.72
Shaunessey Reeves	cleaning services - parks	575.00
Sheridan Commercial Co.	cleaner, batteries,cut key,knob lock, hole saw kit and other supplies	1,257.76
Sheridan County Chamber of Commerce	Eggs & Issues Registration (R.Bridger)	15.00
Sheridan Printing Inc	Envelopes for Treasurer`s office	432.00
Sherwin Williams	paint, tape and rollers	69.54
Source Office & Technology	Pens - Notebooks and Reams of Copy Paper	284.63
Sreebranav Pankaj	Deposit Refund/1453 Highland Ave.	5.78
Steamboat Trucking & Services LLC	2.11-2.14 snow hauler - sr	1,785.00
Sutphen Corporation	Starter Switch for Truck 1 KJ Inv 40039988	42.92
Tele-Works, Inc	inHance Annual Subscription Fee 4.1.20-3.31.21	13,618.00
Terry Stewart	Liquor License Refund	190.00
The Country Hospital for Animals	K-9 Charlie dental work and medication	603.10
Thomas J Klepperich	Municipal Court Judge Billing, January 2020	1,450.00
Tire Rama	tire tube and installation on Backhoe/tires	1,994.45
Tom O'Leary	Wellness Plan Participation Reimbursement	92.91
Top Office Products Inc	Replace Admin Office Chair Dbomar/ink/toner	767.58
Toter LLC	100 95-Gallon Cans for Solid Waste	5,591.28
Tri State Truck & Equipment, Inc	mounting strap unit 4.32 recycle	706.92
Trihydro Corporation	Monitoring Well Sampling and Reporting - Jan 2020	19,584.44
TW Enterprises, Inc	Heater Block 1000w 120 v	258.71
TWS Trucking Services, LLC	Snow removal	7,140.00
USA Blue Book	Interenet Office series UPS	1,230.25
Verizon Wireless	MDC aircard charges Feb 2020	360.19
Vertical Door Solutions, Inc.	Replaced Bad Wire Nut on Door	80.00
VRM, Inc.	Labor and Parts	1,720.93
Wagner Ranch Services, LLC	Snow removal	6,849.58
WatchGuard, Inc.	Hard Drive repair	339.00
Winsupply of Sheridan Wy Co	lift station repairs, curb stops,anode,ball valve	3,610.76
WWC Engineering, A Division of	Malcolm Wallop Pond/Goose Creek Piezometer well installation	4,510.15
WY Dept of Transportation	N Sheridan Interchange Public Involvement #4729	225,621.65
Wyo Ag Services, LLC	snow removal - parks	1,050.00
Wyoming Assoc Rural Water	Spring Training Conference- Mitch	395.00
Wyoming Machinery Co	step unit 4.39 st	62.41
Zowada Plumbing & Heating Inc	Replaced backflow preventer in station	734.63
Grand Total		547,037.49

City of Sheridan

Regular Payroll paid on 02/28/20

Sum of Amount		
Vendor Name	Description	Total
497-874-NCPERS Wyoming	Regular Payroll 02.28.20	368.00
Aflac	Regular Payroll 02.28.20	1,426.35
Blue Cross Blue Shield of Wyoming	Regular Payroll 02.28.20	74,687.89
Child Support-Ohio	Regular Payroll 02.28.20	196.14
Circuit Court of Sheridan	Regular Payroll 02.28.20	624.52
CITCO FCU	Regular Payroll 02.28.20	2,795.13

First Federal Savings Bank	Regular Payroll 02.28.20	9,448.68
HealthEquity, Inc.	Regular Payroll 02.28.20	2,587.62
Idaho Child Support Receipting	Regular Payroll 02.28.20	258.92
IRS 941	Regular Payroll 02.28.20	69,114.01
LOCAL 276, IAFF	Regular Payroll 02.28.20	800.00
Minnesota Child Support Payment Cent	Regular Payroll 02.28.20	194.27
Nationwide	Regular Payroll 02.28.20	34.28
Office of Child Support Enforcement (S	Regular Payroll 02.28.20	214.62
Optum Bank, Inc.	Regular Payroll 02.28.20	622.93
Orchard Trust	Regular Payroll 02.28.20	3,572.96
Security State Bank	Regular Payroll 02.28.20	364.59
Sunlight Federal Credit Union	Regular Payroll 02.28.20	1,792.52
Vantagepoint Transfer Agents 300698	Regular Payroll 02.28.20	7,955.83
VSP	Regular Payroll 02.28.20	1,114.77
Workers' Safety &	Regular Payroll 02.28.20	4,861.55
Wyoming Retirement System	Regular Payroll 02.28.20	64,607.48
Wyoming State Disbursement Unit	Regular Payroll 02.28.20	1,064.93
Grand Total		248,707.99

City Treasurer Karen Burtis explained that two purchases on the Claims list that were for Sheridan Travel and Tourism. Councilor Linden moved, seconded by Councilor Beaver, for the approval of the consent agenda with the amendment of Claims to remove the two Travel and Tourism invoices. Council approved the motion for approval of the consent agenda as amended: voice vote; unanimous.

8. Community Update

A. Yvonne Swanson, Executive Director, provided an update on the Advocacy and Resource Center.

9. Staff Update

A. Interim City Administrator Mike Jackson presented the draft of the 2021 Fiscal Year Strategic Priorities.

B. Utilities Director Dan Roberts provided a Pay-As-You-Throw & Commercial Organics Collection Pilot Study update.

C. Interim City Administrator Mike Jackson and Public Works Director Lane Thompson presented the Capital Facilities Project List.

Old Business:

10. City Attorney Brendon Kerns provided an update on the consideration of the Second Reading of Ordinance #2208 Amending Cemetery Ordinances. Councilor Beaver moved, seconded by Bridger, for the approval of the Second Reading of Ordinance #2208 Amending Cemetery Ordinances including updated language in section 17-18 as presented to Council: roll call vote; unanimous.

11. City Attorney Brendon Kerns presented an update on the consideration of the Second Reading of Ordinance #2203 Amending the Downtown Development Authority Ordinances. Councilor Linden moved, seconded by Henderson, for the approval of the Second Reading of Ordinance #2203 Amending the Downtown Development Authority Ordinances: roll call vote; four ayes and three nays. Councilor Beaver, Councilor Martin, and Mayor Miller voted in opposition of this motion.

New Business:

12. Vikki Nunn, with Porter, Muirhead, Cornia & Howard presented an update to Council on the FY19 Audit. Councilor Martin moved, seconded by Councilor Shafer, for the acceptance of the FY19 Audit. Council approved the motion to accept the FY19 Audit: voice vote; unanimous.

13. Public Works Director Lane Thompson presented a letter to Sheridan County recommending the approval of the Trailside Housing Project. Councilor Bridger, seconded by Councilor Shafer, approved the letter recommending the approval of the Trailside Housing Project to Sheridan County: voice vote; unanimous.

14. Council Comments and Reports

A. Councilor Martin requested that Public Works Director Lane Thompson ask Game and Fish how to address taking care of the ducks in Kendrick Park.

B. Councilor Henderson expressed appreciation for changes in monument allowances in Cemetery policy and procedure. He additionally requested that information regarding the cemetery be more readily available to the public. Councilor Henderson also recognized City Clerk Cecilia Good for achieving her Masters in Business Administration.

C. Councilor Beaver asked about the status of the research for evaluating City Council member and Mayor compensation. Council expressed interest in discussing the topic further. This item will be added to a future Study Session.

D. Mayor Miller discussed the status of bills in review at the State Legislature.

15. Requests for Future Agendas

A. There were no requests.

16. Comments from the public.

A. There were no comments from the public.

Public Works Director Thompson introduced the new Community Development Director Wade Sanner.

17. Councilor Shafer moved, seconded by Councilor Beaver, to adjourn the meeting at 9:31 P.M. Council approved the motion: voice vote: unanimous.

APPROVED:

_____
Roger Miller, Mayor

ATTEST:

_____
City Clerk, Cecilia Good

CITY OF SHERIDAN, WYOMING

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

Treasurer

MEMORANDUM

Project Name:	Claims
From:	Karen Burtis, City Treasurer
To:	Mayor and Council
CC:	Interim City Administrator Mike Jackson
Date:	03/16/2020

Attachments

Claims
Prepaids
Payroll

City of Sheridan
Claims paid on 03/17/20

Sum of Amount		
Vendor Name	Description	Total
A & M Service & Supply Inc.	Cyan Magenta and Yellow Toners - SWR	330.75
A Plus Plumbers & Appliance Repair	replaced boiler expansion tank due to leak	953.30
Ace Hardware-Newkirk	supplies	231.89
ACT Communications	Crimestoppers - March	34.23
AlphaGraphics of Wyoming	Social Media Ads	1,350.00
Amazon Capital Services #A33MIR27FEZN42	postcards, file hangers, boots, dvd player	1,199.57
American Maid	Cleaning	5,487.50
American Welding & Gas, Inc.	acetylene, blades,power flex-SR, dual scale rotary	872.96
Andy Ludwig	Deposit Refund/1935 Edwards Dr. #C	70.67
Anthony Hamilton	Deposit Refund/1424 Birch St.	19.92
Axis Forensic Toxicology, Inc	Lab Results - 19P010862	511.00
B&B Leasing Company	Copier leases	310.51
Beau Bayne	Deposit Refund/664 Sumner St	10.42
Big Horn Logistics, LLC	Safe Rides - Dec 2019, Jan and Feb 2020	255.00
Bighorn Design Studio, LLC	uniforms - Pierce - shop	250.00
Bino's Wholesale, LLC	Cleaning Supplies for station Inv 23213	837.87
Bloedorn Lumber	pot hole patch & rubber block - durapatch	1,969.65
Brian Edwards	Commercial driver license renewal	40.00
C & K Equipment	credit unit 4.15 park - recalled parts	(1.35)
Cameron Brisch	Deposit Refund/600 1/2 Huntington St.	90.00
Carquest Auto Parts	supplies	1,040.68
CDG Engineers, Inc.	Hillslides Project-Engineering Review-#5317	1,941.50
Cecilia Good	Per Diem and Reimbursement	284.98
CED- Consolidated Electrical Distributers Inc.	decorative light upgrade - signs	49.12
Charter Communications, Inc.	Monthly Fee - March 2020	14.83
Christian Kilpatrick	Deposit Refund/251 W 6th St.	11.86
CMI-Teco	control valve-unit 3.32, filter element wc	923.19
Cole-Parmer Instrument Co	Adjustable Volumn pipette	352.72
Comtronix	Alarm Monitoring April-June 2020	105.00
Crescent Electric	Tape, flashlight	33.26
Croell Redi-Mix Inc.	Leak repair	1,948.00
Current Electric LLC	Dee Dr pump station repairs	454.25
Dale Aviation	Deposit Refund/1150 Avon St.	66.54
Dana Kepner Company	Meter spuds, corps	1,232.50
Daniel G. Hilsabeck	LE Winter Rodeo Assistance	250.00
David James Cook	LE Winter Rodeo Assistance	275.00
DeBolt Consulting	Monthly Service Agreement, February	300.00
Dowl	East 5th St Corridor-Design # 4759 & other projects	19,808.75
Dustbusters Inc	69.05 tons ice kicker & 29.68 tons ice kicker - SR	24,560.04
DXP Enterprises, Inc.	2 canisters compressed gas	220.54
Edge Construction Supply	telespar tube - signs	333.49
Eldertech LLC	troubleshoot PLC Fault	250.00
EMH Pro Cleaning	Janitorial February 2020	1,450.00
Emmett Reimer	Deposit Refund/1137 S Thurmond St.	90.00
Employ, LLC	Temporary Labor - Recycling	6,118.32
Employers Council	Pre-Employment Background Check	205.00
Entech, Inc.	BGWTP Utilidor-Design & Bidding #4757	2,209.50
Enviro-Clean Intermountain, LLC	Vac truck hose repair	384.72
Farmers Co-op Oil Co.	Fuel for February 2020	36,246.95
Fastenal Company	parts and supplies	602.61
First Interstate Bank - Mastercard	Credit cards for February 2020	15,383.51
Floyd's Truck Center WY	snow shield unit 3.28 st	193.00
Foot of the Bighorns	Running shoes for GLegler Inv 69254	110.00
Fort Bend Services, Inc	polymer	3,380.85
Fremont Motor Sheridan	2020 Ford F250 for Recycling	35,329.00
Gillette Steel Center, Inc.	round stress proof - sr	41.00
Hach Company	Solitax sensor service contract addition	733.25
Heartland Kubota, LLC	golf course tractor and weed pest utility vehicle	904.25
Hochstetler Arts	Bean Pod Sculpture	16,000.00
Hoffman Construction, LLC	2.5-2.19 snow haul - sr	1,360.00
Inter-Mountain Laboratories Inc	Water testing, City BacT`s, DNISD	90.00
James Stevens	LE Winter Rodeo Assistance	250.00

Vendor Name	Description	Total
J-K Trucking	3.3 snow haul - sr	382.50
John Deere Financial #1111308145	parts and supplies	674.45
Kai Phillips	Deposit Refund/726 Marion St. #A	63.92
Kerns & Bunting, LLC	Attorney Services February 2020	14,652.85
Keyes-Davis Company	Dog Tags for animal shelter	53.17
Kilpatrick Creations Inc.	Embroidery for Uniform - Courtney L	54.75
Kois Brothers Equipment, Co.	air valve unit 3.33 st	202.61
LJS Concrete & Excavating LLC	2.6 2.11 2.13 2.14 snow haul - sr	5,312.50
MDS Technologies, Inc.	R&O (Bump Truck) #4701	3,660.00
Memorial Hospital of Sheridan County	Pharmacy Supplies 2-21-2020 KJohnson	154.00
Michael Rivers	Deposit Refund/1977 Edwards Dr #C	66.36
Midwest Laboratories, Inc.	Compost Testing	13.00
Mike's Automotive Repair Inc.	Install radio-antenna-head-speaker-grill flashers	2,436.68
Modern Electric	Generator repairs	290.00
Mountain States Lighting	N Sheridan Interchange Misc #4729	5,050.00
Mullinax Concrete Service & Irrigation	epoxy and nozzle - signs	349.91
Napa Auto Parts	parts and supplies	1,787.56
Nelson Excavating, LLC	2.13 2.14 2.19 snow haul - sr	2,316.25
Noelle Lich	Deposit Refund/839 Illinois St.	42.32
Norco, Inc	supplies	1,182.12
Office Shop Inc	UM copier charges Oct	15.64
Office Shop Leasing	Lease payments	146.05
One-Call of Wyoming	Tickets for February 2020 CDC Code CSH	58.50
Only Co., LLC	City Council Video Work - February 2020	1,500.00
Pace Analytical Services, LLC	Bac T`s City and DNISD 10-30-19 and 2-26-20	670.00
Parker's Glass Shop Inc.	Harware for Chlorine door	550.00
Parkside LLC	fabrication of iron kendrick park sign	2,000.00
Peak Consulting	Myers-Briggs 6 employees	1,920.00
Peak Pest Solutions LLC	February Pest Control application	78.75
Pollardwater	Grease block for lift stations	420.76
Porter, Muirhead, Cornia & Howard	Final Bill for FY2019 Audit	9,700.00
Powder River Heating & Air Conditioning, Inc	Heater for Recycling Center	3,816.00
Powder River Power Co	parts and supplies	593.45
Prothman	Interim CA Salary	11,921.00
Radwell International, Inc	Allen Bradley PLC Rack	125.85
Ricoh USA, Inc.	March 2020 Copier Charges	494.76
Ridgepoint Consulting, LLC	East Downtown Waterline - Design #4740	4,945.00
Rocky Mountain Ambulance Service LLC	April Ambulance Services	10,000.00
Ronald Winters	Deposit Refund/34 N Thurmond St.	29.61
Russell Industries Inc.	North lift pump stations repairs	9,793.42
Secure Shred	Shredding on 2/26/20	150.78
Servall Uniform & Linen Supply	Cleaning of rugs	601.59
Severson Supply Co. Inc.	sharq blades unit 4.39 4.40 - sr	3,703.28
Shaunessey Reeves	cleaning feb 17 thru feb 28, 2020	450.00
Sheridan Commercial Co.	parts and supplies	736.92
Sheridan Econ-O-Wash	uniform laundry bates - shop	132.00
Sheridan Express, LLC	Hauled Tires to Montana for Recycling 03-08-20	2,100.00
Sheridan Motor Inc	heater actuators brake rotors, radiator hose& pump	2,341.75
Sheridan Newspapers Inc	Ads	2,330.46
Sheridan Stationery	Robert`s Rule of order books Planning Comm	179.91
Sheridan Transportation Taxi	Safe Rides February 2020	2,508.00
Source Office & Technology	printer ink, sharpies, ink for TM printer & scada	243.60
State of Wyoming	CWSRF-168 Interst only for completed project loan/DWSRF interest	47,679.65
Steve's Truck Service Inc	remove and replace rear differential unit 3.29 st	5,569.72
Swagit Productions, LLC	Video Recording Svcs - February 2020	1,295.00
Ted's Towing, LLC	large wrecker unit 3.7 wc	250.00
The Trophy Case	Name plate for new hire Jacob M	13.00
Thomas J Klepperich	Municipal Court Judge Billing, February 2020	1,480.00
Tire Rama	tires	121.18
Tires for Reclamation, Inc.	Recycling - 500 Tires	2,327.50
Trai Bryant	perdiem travel expense for Hot Mix University- st	319.50
Transaction Warehouse, Inc	Web Payment Transaction Fee, February 2020	2,579.40
Tri State Truck & Equipment, Inc	compressed air tank & wiper motor unit 3.36 ST	752.95
Trihydro Corporation	Environmental Monitoring through Feb 2020	2,466.19
Vertical Door Solutions, Inc.	Liftmaster Receiver and Remotes for Garage Doors	386.21
Victim Services	Crime Victims Fund 02.2020	400.00
Visionary Communications	Visionary broadband 3/1 to 4/1	399.10
VRM, Inc.	Labor for Wildcat Compost Screen -Wheel Attachment	922.39

Vendor Name	Description	Total
Warner Services LLC	Install Fan in Basement Conference Room	388.00
WatchGuard, Inc.	2 hard drive repairs	277.00
Weed Warriors	Snow Removal in Alleys	9,110.00
Western Emulsions, Inc.	1.88 tn dp-1 durapatch oil	902.40
Winsupply of Sheridan Wy Co	parts and supplies	3,380.83
Wood Group USA, Inc	scada services	1,955.00
Wyatt Schumacher	Deposit Refund/610 Illinois St.	76.64
Wyoming Assoc Rural Water	UM spring conference	1,185.00
Wyoming Machinery Co	Back Up Alarm for Loader/brake bands etc	3,544.41
YMCA	Contribution - Living Our Cause Aquatic Campaign	250,000.00
Grand Total		641,145.20

City of Sheridan
Prepaids paid on 03/05/20

Sum of Amount		
Vendor Name	**Description**	Total
Buffalo Computer Consulting, LLC	Reissue Lost Check #12224 Voided	**6,290.00**
CenturyLink Communications, LLC	SCADA Lines and Extensions	**793.24**
Montana Dakota Utilities	Numerous Electric Bills	**4,436.18**
Pitney Bowes Inc	Postage, refill and fees	**103.68**
Todd Watkins or Brett Caiola	Petty Cash Reimburse 01.29 to 02.26 2020	**239.47**
Vernon Kitchen	Refund of Eye and Health Insurance	**114.62**
Grand Total		**11,977.19**

City of Sheridan
Prepaids paid on 03/09/20

Sum of Amount		
Vendor Name	**Description**	Total
Pitney Bowes Inc	Postage for City Hall-Reserve acct 28245496	**1,500.00**
Grand Total		**1,500.00**

City of Sheridan
Prepaids paid on 03/12/20

Sum of Amount		
Vendor Name	**Description**	Total
CenturyLink Communications, LLC	SCADA Lines and Extensions	**529.80**
Montana Dakota Utilities	Numerous Electric Bills	**19,557.85**
Pitney Bowes Inc	ink for postage machine	**188.48**
State of Wyoming	Loan DWSRF-156 Payment #2/CWSRF-135 Payment #6	**242,576.93**
Grand Total		**262,853.06**

City of Sheridan
Regular Payroll paid on 03/13/20

Sum of Amount		
Vendor Name	Description	Total
497-874-NCPERS Wyoming	Regular Payroll 03.13.20	368.00
Aflac	Regular Payroll 03.13.20	1,426.35
Blue Cross Blue Shield of Wyoming	Regular Payroll 03.13.20	87,752.73
Child Support-Ohio	Regular Payroll 03.13.20	196.14
Circuit Court of Sheridan	Regular Payroll 03.13.20	624.52
CITCO FCU	Regular Payroll 03.13.20	2,795.13
First Federal Savings Bank	Regular Payroll 03.13.20	9,470.35
HealthEquity, Inc.	Regular Payroll 03.13.20	2,587.62
Idaho Child Support Receipting	Regular Payroll 03.13.20	258.92
IRS 941	Regular Payroll 03.13.20	68,961.68
LegalShield	Regular Payroll 03.13.20	30.90
LOCAL 276, IAFF	Regular Payroll 03.13.20	750.00
Minnesota Child Support Payment Cent	Regular Payroll 03.13.20	194.27
Nationwide	Regular Payroll 03.13.20	34.28
Office of Child Support Enforcement (SI	Regular Payroll 03.13.20	214.62
Optum Bank, Inc.	Regular Payroll 03.13.20	647.93
Orchard Trust	Regular Payroll 03.13.20	3,622.96
Police Protective Assoc.	Regular Payroll 03.13.20	45.00
Security State Bank	Regular Payroll 03.13.20	364.59
Sunlight Federal Credit Union	Regular Payroll 03.13.20	1,792.52
Vantagepoint Transfer Agents 300698	Regular Payroll 03.13.20	7,974.72
VSP	Regular Payroll 03.13.20	1,120.06
Workers' Safety &	Regular Payroll 03.13.20	4,833.84
Wyo Educator's Benefit Trust	Regular Payroll 03.13.20	1,152.74
Wyoming Retirement System	Regular Payroll 03.13.20	64,646.07
Wyoming State Disbursement Unit	Regular Payroll 03.13.20	1,064.93
Grand Total		262,930.87

CITY OF SHERIDAN, WYOMING

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

Attorney

MEMORANDUM

Project Name:	Consideration of the Third and Final Reading of Ordinance #2208 Amending Cemetery Ordinances - City Attorney Brendon Kerns
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	Interim City Administrator Mike Jackson
Date:	03/16/2020

Attachments

Cemetery Ordinance Memo
Ordinance #2208 - Third Reading

KERNS & BUNTING, LLC

200 W. Loucks St.
P.O. Box 6669
Sheridan, WY 82801
Telephone: 307.655.8600
Facsimile: 307.674.5000

BRENDON E. KERNS
bkerns@kernsbunting.com
Licensed in WY & MT

SHERYL S. BUNTING
sbunting@kernsbunting.com
Licensed in WY

MEMORANDUM

Date: **March 12, 2020**
To: **City of Sheridan Mayor and Council**
RE: **Cemetery Ordinance Amendments**

The proposed Ordinance in your packet is a complete redraft of the City's current cemetery ordinance. The following is a synopsis of each section's effect.

Ordinances 17-1 through 17-14 are the City's current cemetery ordinances. It is proposed that these ordinances be completely repealed and then reserved for future use if necessary. Reserving these sections will prevent future issues which may involve the old code from being confused with the new cemetery ordinances.

17-15 Administration: The Governing Body will adopt Cemetery Policies and Procedures. These will be presented to you at the March study session for approval on the final reading of this ordinance.

17-16 Plot Sales: Infant and fetal burial plots shall be free. Paragraph (c) authorizes the City Clerk to create a purchase application. Paragraphs (d) and (e) allow for deeds to be sold back to the City and for plots to be declared abandoned.

17-17 Cemetery Deeds, Transfers and Assignments: Paragraph (a) states that a cemetery deed only grants a right of burial. Paragraph (b) limits the transferability of deeds for any future plot. It further allows for up to five (5) people to be listed on the deed who can be buried in the plot. Paragraph (c) addresses the issues of all previously sold lots. Any time a question of ownership occurs, the claimant can execute an Affidavit of Ownership so that a burial can proceed. If another party objects, then the Clerk has three options:

(1) Allow/Deny burial based on a majority of claimants;
(2) Allow/Deny burial based on seniority; or
(3) Require the parties to obtain a court order prior to burial.

17-18 Markers: Grave marker standards shall be set by the Cemetery Policies and Procedures.

17-19 Grave Liners: This section requires grave liners.

17-20 Burial Plot Remains/Cremains: This section limits the number of cremains per plot and prohibits stacked burials. This section also sets forth the standard in order for the City to reopen. The City can open a plot if it deems it necessary for the health and safety of the public, in the case of an improperly located burial, or by order of the court or per Wyoming Statute or Wyoming Department of Health Regulations. Should the City intend to reopen a plot, the City is required to give notice. If there is an objection, the matter is appealed to the Board of Adjustments.

17-21 Appeals: Appeals of an administrative decision is made to the Board of Adjustments.

17-22 Maintenance and Work: This section protects the City from damage as a result of maintenance and requires persons working in the cemetery to clean up and fix damages.

17-23 Prohibitions and Damages: This section prohibits people from damaging the property, prohibits them from being in the cemetery after hours and limits vehicle usage.

17-24 Private Cemeteries and Lodges: The cemetery contains multiple lodge cemeteries which are owned by the lodges. This section requires the lodges to enter into a maintenance agreement. It further establishes some guidelines for transferring the lodge portions to City ownership.

This ordinance amendment will also amend Appendix A, Article 14 which establishes the powers of the Board of Adjustments.

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

ORDINANCE 2208

AN ORDINANCE ADOPTING PROVISIONS CONCERNING THE CITY OF SHERIDAN CEMETERY FOR CHAPTER 17 and APPENDIX A, ARTICLE 14, SPECIFICALLY:

WHEREAS, the City of Sheridan owns and operates the City of Sheridan Cemetery for the benefit of the public; and

WHEREAS, the City of Sheridan is authorized by W.S. § 35-8-201, *et. al.* to regulate its cemetery; and

WHEREAS, the City of Sheridan is authorized per W.S. § 35-8-201 to sell plots for burials by deed or certificate; and

WHEREAS, it is in the best interests of the City of Sheridan and its citizens to adopt an ordinance addressing the sale and transfer of cemetery deeds.

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

Ordinances 17-1 through 17-14 are hereby repealed and shall be reserved as

17-1 Reserved

17-2 Reserved

17-3 Reserved

17-4 Reserved

17-5 Reserved

17-6 Reserved

17-7 Reserved

17-8 Reserved

17-9 Reserved

17-10 Reserved

17-11 Reserved

17-12 Reserved

17-13 Reserved

17-14 Reserved

Chapter 17 shall be codified and numbered as follows:

17-15 Administration

a. The cemetery grounds belonging to the City shall be known as the "Sheridan Municipal Cemetery", which shall be a part of the Municipal Park System, under the supervision of the Director of Public Works.

b. The City Governing Body shall adopt Cemetery Policies and Procedures for the Sheridan Municipal Cemetery.

c. Definitions for this Chapter shall be set by the Governing Body per the Cemetery Policies and Procedures.

17-16 Plot Sales

a. Plots for fetal and infant burial, as defined by the Cemetery Policies and Procedures, shall be free of charge.

b. All burial plots, excepting fetal and infant burial plots, shall be purchased from the City at such price as shall be set by the City Governing Body. The City Clerk shall furnish the purchaser with a cemetery deed executed by the Mayor.

c. The City Clerk shall create a written or electronic plot purchase application form to be completed by the purchaser prior to the issuance of any deed.

d. Any person may sell their deed back to the City for the amount in which the deed was purchased.

e. The City may declare any plot abandoned per the procedures set forth in W.S. 35-8-212.

17-17 Cemetery Deeds, Transfers and Assignments

a. A cemetery deed does not grant any plot owner any right in real property, mineral rights, water rights or any other right except as specifically granted per this ordinance. A cemetery deed solely establishes the right of burial for the purchaser in a plot pursuant to Wyoming State Statute and City of Sheridan Ordinance.

b. All cemetery deeds issued after the date of this ordinance becoming effective shall not be transferable or assignable. Only the person(s) whose name(s) are listed on the deed as allowed person(s) for burial shall be eligible for placement in the plot. No more than five (5) names shall be listed on a deed, including the owner, which are eligible for burial.

c. All cemetery deeds issued prior to the date of this ordinance becoming effective shall be transferable or assignable. Provided that any person or deceased person who has received

a plot by transfer or assignment shall establish proof of ownership by the execution of an Affidavit of Ownership prior to burial.

1. An Affidavit of Ownership shall be executed by either the person claiming ownership in the plot or an authorized person in order of priority per W.S. § 2-17-101(b)(i-vii).

2. Any person who executes an Affidavit of Ownership fraudulently or provides false information shall be guilty of a misdemeanor subject to a fine of no more than $750.00 and be required to pay all damages and costs incurred by the City.

3. The City authorized personnel may rely on the Affidavit of Ownership and act in accordance with the Cemetery Policies and Procedures unless a person with higher or equal priority under W.S. § 1-17-101(b)(i-vii) provides the City Clerk with a written objection before the burial. Upon the receipt of the objection, the City Clerk, may at the Clerk's discretion:

   A. Allow or deny the burial by a majority vote of the claimants; or

   B. Allow or deny the burial per the decision of the person with the highest priority; or

   C. Require the parties obtain a court order establishing ownership and priority prior to burial.

17-18 Markers

a. Grave marker, monument, vault, structures and mausoleums standards shall be set by the City Governing Body per the Cemetery Policies and Procedures.

17-19 Grave Liners

All burials, except for infants and cremated remains, shall be in permanent-type grave liner constructed of concrete, fiberglass steel, polypropylene, or other methods approved by the Cemetery Policies and Procedures.

17-20 Burial Plot Remains/Cremains

a. All plots, excepting baby/child plots located in Valley View Addition, are limited to:

   1. 1 casket and up to 4 cremains; or

   2. 5 cremains.

b. Valley View Addition Baby/Child plots (under the age of 3) are limited to one (1) remains and one (1) cremains, or a total of two (2) cremains.

c. Stacked remains burials are prohibited.

d. No remains or cremains burials shall occur without approval from the City.

e. The reopening of a plot containing remains or cremains shall only occur with permission of the City. Said restriction shall not prohibit any Court with jurisdiction over the City of Sheridan from ordering a reopening to occur.

1. Should the City find need to reopen any plot, the City shall notify the owner or known decedents by certified mail at the last known address of the intent to reopen the plot. If service cannot be perfected, notice shall be published in the local newspaper once per week for three weeks and require that any objecting party respond in writing within thirty (30) days of the last date of publication. Notice is deemed delivered upon a successful delivery or upon the last day delivery is attempted. Any person who objects to the reopening of the plot must provide written notice to the City within thirty (30) days of receipt of the certified mailing or within thirty (30) days from the last day of publication. Upon receiving the written objection, the issue of reopening shall be appealed to the City of Sheridan Board of Adjustments. All notice requirements shall be waived if the reopening is required by a Court with jurisdiction over the City.

2. The City may reopen any plot and remove remains or cremains for any reason per Wyoming Statute or Wyoming Department of Health regulations. In addition, the City may reopen any plot or remove remains for reasons of health, safety, or upon the determination that a deceased person was buried in the incorrect location.

3. The cost of reopening any plot shall be borne by the City unless the reopening of the plot or removal of the remains or cremains was done so by request of an heir of the deceased, heir of the owner of the plot or order of a court. The cost of reopening any plot and/or removal of remains or cremains shall be paid by the requesting party before any opening occurs.

17-21 Appeals

a. An appeal of any administrative decision shall be made to the City of Sheridan Board of Adjustment and be subject to the rules and procedures of the Board as found in Appendix A, Article 14.

b. For an appeal regarding a Cemetery decision, the City Public Works Director shall be the City representative and responsible party.

17-22 Maintenance and Work

a. The City shall not be liable for any damages to any burial plot, grave marker or other structure which may result from mowing, watering, or other required care furnished by the City.

b. Persons, other than City employees or City contractors, working within the cemetery shall neither attach ropes or other equipment to any structure, marker or tree within the cemetery, nor leave material, garbage or rubbish on plots, streets or walkways. Such persons shall complete their work as soon as possible and remove their rubbish and waste material immediately after their work is completed. Such persons will be held responsible for any damage to monuments, structures, grass, trees or other objects in the cemetery.

17-23 Prohibitions and Damages

a. No person shall place trees, shrubs, hedging, cropping, curbing, wire work or enclosure upon any burial plot except as allowed by the Cemetery Policies and Procedures.

b. No person shall pick flowers or damage trees, plants or other property in the cemetery.

c. Except for authorized equipment, vehicles or bicycles shall only be located or driven on the cemetery designated roads.

d. No person shall be in the cemetery except during cemetery hours per the Cemetery Policies and Procedures.

17-24 Lodge Cemeteries

a. The City may maintain or provide services to any lodge cemetery located within or adjacent to the City of Sheridan Municipal Cemetery upon the lodge and the City entering into a maintenance agreement.

b. Any lodge cemetery which is transferred to the City's ownership shall be subject to City Ordinances and the Cemetery Policies and Procedures. Any plot containing remains/or cremains at the time of transfer to the City, which may be considered a nonconforming use, shall be grandfathered unless the nonconforming use is determined to be dangerous, hazardous or a nuisance. The City may abate any dangerous, hazardous or nuisance condition without notice being provided to the lodge or the plot occupant's heirs unless such abatement requires the reopening of a plot. Any reopening of a plot shall be subject to the reopening procedures as set forth by this Title.

c. Upon the transfer of the lodge cemetery to the City, the City, as consideration for the transfer of real property, may issue an agreed upon number of plots to the lodge for the use of their members provided such use does not violate any Federal or State law. The lodge plots shall be transferred to the lodge pursuant to a transfer agreement. Said lots shall not be transferable or assignable.

Appendix A, Article 14 shall be amended to include a new subparagraph under the heading of Jurisdiction (2)(i) as follows:

(i) permit a variation of a Cemetery Ordinance or variation from the Cemetery Policies and Procedures.

WHEREUPON, a motion was passed and this Ordinance and was declared adopted this _____ day of _____, 2020.

CITY OF SHERIDAN, WYOMING

_____ _____

Mayor Roger Miller

ATTEST: _____

City Clerk

FIRST READING: _____

SECOND READING: _____

THIRD READING: _____

PUBLISHED: _____

EFFECTIVE THE _____ DAY OF _____, 2020.

CITY OF SHERIDAN, WYOMING

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

Attorney

MEMORANDUM

Project Name:	Consideration of the Third and Final Reading of Ordinance #2203 Amending the Downtown Development Authority Ordinances - City Attorney Brendon Kerns
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	Interim City Administrator Mike Jackson
Date:	02/18/2020

Attachments

DDA Ordinance Memo

DDA Ordinance #2203 Third and Final Reading

KERNS & BUNTING, LLC
200 W. Loucks St.
P.O. Box 6669
Sheridan, WY 82801
Telephone: 307.655.8600
Facsimile: 307.674.5000

BRENDON E. KERNS
bkerns@kernsbunting.com
Licensed in WY & MT

SHERYL S. BUNTING
sbunting@kernsbunting.com
Licensed in WY

MEMORANDUM

Date: **March 12, 2020**
To: **City of Sheridan Mayor and Council**
RE: **Proposed Changes to DDA Ordinance**

In your packet are proposed changes to the Downtown Development Authority (DDA) Ordinance. The changes are tracked for your convenience.

The DDA is a five-member Board. Per statute, the Board is to be made up of one Council person and four other people. The remaining four people must be made up of a majority property owners, lessees or corporate directors within District. The main focus of a DDA is intended to be economic development through mitigating blight.

Last year, the Council elected to move forward with reestablishing the DDA. Most of the proposed changes are updates and corrections without substantive effect. The substantive changes are as follows:

Ordinance 2-73.

(a) The Mayor appoints with consent of the Council. The Board members shall include one City Governing Body appointee with a majority of the other appointees from the district.

(b) The Governing Body appointee shall serve during his/her term. Two appointees' terms will expire June 30, 2021. Two appointees' terms will expire June 30, 2022.

(c) The method of identifying people to fill a vacancy shall be at the discretion of the Mayor.

(d) The DDA promulgated rules governing its procedure be approved by the City of Sheridan Governing Body and filed with the City Clerk.

Ordinance 2-75.

(a) The Board's budget shall be submitted to the City by the date and time set by the City Treasure. The Board's budget may be altered and modified by the City Governing Body.

(b) The City will manage the books and financial records of the DDA. The Board shall be subject to all City policies and procedure.

Ordinance 2-77. The City will not be required to set over sales tax amounts collected above the 2013 level to the Board.

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

ORDINANCE #2203

AN ORDINANCE AMENDING CHAPTER 2 ARTICLE V OF THE CITY OF SHERIDAN MUNICIPAL ORDINANCES CONCERNING THE DOWNTOWN DEVELOPMENT AUTHORITY, SPECIFICALLY;

WHEREAS, the City of Sheridan Governing Body established a Downtown Development Authority per W.S. § 15-9-201 et.al; and

WHEREAS, the City finds it necessary to amend its current Downtown Development Authority Ordinances.

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

Ordinance 2-73 shall be amended to read as follows:

(a) The authority shall be under the direct supervision and control of a board consisting of five (5) members appointed by the Mayor with consent of the City Council. A majority of the members of the authority, except any member from the Governing Body, shall reside, be a lessee, be a director of a company or own property within the designated downtown development district.

(b) The board shall be constituted as follows:

1. At least one (1) member shall be a member of the City Governing Body, appointed to serve at the pleasure of the City Governing Body.
2. Two (2) members, for the initial term, shall be appointed for terms expiring June 30, 2021.
3. Two (2) members, for the initial term, shall be appointed for terms expiring June 30, 2022.
~~4. One (1) member, for the initial term, shall be appointed for a term expiring June 30, 2023.~~

(c) A member shall hold office until his or her successor has been appointed and qualified. After terms of the initial members of the board have expired, the terms of all members (except any member who is a member of the Governing Body) shall expire four (4) years from the expiration dates of the terms of their predecessors. Appointments to fill vacancies shall be for the unexpired term, and shall be made within thirty (30) days after the occurrence of said vacancy.

(d) The method of identifying people to fill a vacancy shall be at the discretion of the Mayor.

(e) The Board shall adopt and promulgate rules governing its procedure, including election of officers. The rules/bylaws shall be approved by the City of Sheridan Governing Body and be filed in the office of the Sheridan City Clerk. The Board shall hold regular or special meetings in the manner provided by the Board. All meetings of the Board shall be open to the public in accordance with W.S. § 16-4-401 et. seq.. Members of the Board shall serve without compensation, but they may be reimbursed for actual and necessary expenses.

Ordinance 2-75 shall be amended to read as follows:

(a) The Board shall, submit to the City of Sheridan a proposed operating budget for each forthcoming fiscal year by the date and time set by the City Treasurer.

1. The fiscal year shall be from July 1st until June 30th of the ensuing year. Said budget shall be subject to alteration, modification and approval by the City Governing Body in accordance with the policies of the City of Sheridan, and after being approved, shall be adopted as the fiscal plan for the Board for the ensuing year.

(b) The City, on behalf of the Board, shall keep a regular set of books and financial records for the operation of its projects and activities, showing in detail any business transaction. The Board shall be subject to all policies and procedures adopted by the City Governing Body.

Ordinance 2-77 is amended to read as follows:

The Board may finance development projects through any method of financing identified Wyoming Statute. Any ordinance or resolution by which bonds are issued shall specify the maximum net effective interest rate on such bonds.

WHEREUPON, a motion was passed and this Ordinance and was declared adopted this _____ day of _____, 2020.

CITY OF SHERIDAN, WYOMING

_____
Mayor

ATTEST:

_____
City Clerk

FIRST READING: _____

SECOND READING: _____

THIRD READING: _____

PUBLISHED: _____

EFFECTIVE THE _____ DAY OF _____, 2020.

CITY OF SHERIDAN, WYOMING

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

Attorney

MEMORANDUM

Project Name:	Consideration of Airport Agreement with Sheridan County - City Attorney Brendon Kerns
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	Interim City Administrator Mike Jackson
Date:	03/16/2020

Attachments

Airservice Cooperative Agreement Memo
WYDOT MOU with Skywest
Airservice Cooperative Agreement

KERNS & BUNTING, LLC
200 W. Loucks St.
P.O. Box 6669
Sheridan, WY 82801
Telephone: 307.655.8600
Facsimile: 307.674.5000

BRENDON E. KERNS
bkerns@kernsbunting.com
Licensed in WY & MT

SHERYL S. BUNTING
sbunting@kernsbunting.com
Licensed in WY

MEMORANDUM

Date: **March 13, 2020**
To: **City of Sheridan Mayor and Council**
RE: **Sheridan Air Service Cooperative Agreement**

In your packet is the proposed cooperative agreement with the County regarding air service. The agreement is redlined to show the recommended changes which have been reviewed by County staff.

COUNTY/WYDOT MOU SYNOPSIS

Sheridan County entered into an MOU with WYDOT on August 29, 2019. The MOU is attached as Exhibit A to the Cooperative Agreement. The MOU's major terms are as follows:

1. The MOU first term ends June 30, 2022. The MOU can be extended for two additional terms, one for three (3) years and one for four (4) years. WYDOT has the exclusive right to grant the additional terms. If both terms are granted, the MOU would expire June 30, 2029.

2. WYDOT will invoice the County quarterly which shall be paid within 45 days.

3. WYDOT will coordinate with County to determine pricing, scheduling, and revenue management. Any decision which will have a major impact on services will be discussed with the County. WYDOT will work with the County to determine the most profitable schedules and flights.

4. Based on a two-year moving average 10% of the costs per passenger (except for fuel), will be transferred to County after two years for each subsequent year of the contract. Note that the 10% is supposed to be picked up by CAST however if CAST cannot pick up the cost, WYDOT will work with the County to lower costs. Thus, services will either be cut or the County will be responsible for the 10% change. By the end of the 2029, most of the expenses will be the responsibility of the County.

5. The County will maintain CAST and they shall create and maintain a marketing and promotional plan. The plan shall include key performance indicators, budget forecast, coordinated plan to leverage marketing, plan for community engagement.

6. Appendix (d) has the following limits:

a. January 12, 2020 – June 30, 2020 – Costs not to exceed $716,410
    i. The County's obligation is 40% = $286,564

b. July 1, 2020 – June 30, 2021 – Cost not to exceed $1,828,140
    i. The County's obligation is 40% = $731,256
    ii. This number is subject to adjustment per the annual review

c. July 1, 2021 – June 30, 2022 – Cost not to exceed $1,991,049
    i. The County's obligation is 40% = $796,419.60

CITY/COUNTY COOPERATIVE AGREEMENT SYNOPSIS

The City has met with the County staff and developed the proposed cooperative agreement. The basic terms are as follows:

1. The agreement will mirror the WYDOT MOU so that the first term and additional terms match. The terms will automatically renew unless either party provides a 60-day notice.

2. The agreement will terminate automatically should the optional 1% sales tax not be approved by the voters. The agreement will also terminate upon either party providing a 90-day notice of termination.

3. The City agrees to pay:

    a. 50% of each WYDOT invoice for services between January 12, 2020 and June 30, 2020 provided the amount does not exceed $229,955.67.

    b. 50% annually of each WYDOT invoice for services between July 1, 2020 and June 30, 2022 provided that the annual amount does not exceed $400,000.

    c. 50% annually of each WYDOT invoice for each fiscal year thereafter provided the annual amount does not exceed $400,000.

4. The County will provide quarterly reports and any additional available information requested by the City.

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

MEMORANDUM OF UNDERSTANDING BETWEEN
THE WYOMING DEPARTMENT OF TRANSPORTATION
AND
SHERIDAN COUNTY

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the WYOMING DEPARTMENT OF TRANSPORTATION (WYDOT), whose address is: 5300 Bishop Blvd Cheyenne, WY 82009, and Sheridan County (Sponsor), whose address is: 224 South Main Street, Sheridan, WY 82801.

2. **Purpose.** The purpose of this MOU is to define the responsibilities of the respective parties with regards to participation in the Commercial Air Service Improvement Plan (the Plan). Pursuant to this MOU, the parties shall act in a cooperative and collaborative effort to:

   A. Sustain reliable air service at Wyoming communities participating in the Plan;

   B. Minimize any potential due amount from commercial airline services for the contract term;

   C. Achieve the maximum amount of revenue for each respective flight operating in Plan while maximizing passenger ridership;

   D. Achieve the best use of available aircraft resources so as accomplish the best schedule possible and to minimize unnecessary financial exposure.

3. **Term of MOU.** This MOU shall commence upon the day last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until June 30, 2022. This MOU may be extended up to two (2) times with a first term extension of three (3) years and a second extension of four (4) years with the final term ending June 30, 2029. There is no right or expectation of extension and any extension will be determined at the discretion of WYDOT.

4. **Payment.** WYDOT agrees to pay SkyWest Airlines (The Airline) the invoiced due amount of commercial air service provided under the Plan for the services listed in Attachment A, which is attached to and incorporated into this MOU by this reference. The total payment by WYDOT under this MOU shall not exceed the dollar amounts in line d in Attachment A. The Sponsor agrees to pay WYDOT its agreed upon match of forty percent (40%) of each due invoice within forty five (45) days of invoice due date. Payment shall be made quarterly to WYDOT. Should the revenues exceed the associated cost for the billed due amount, payment shall be made in accordance with Section 5(D) of this MOU.

5. **Responsibilities of WYDOT.**

A. WYDOT will pay the Airline in accordance with Section 4.

B. WYDOT agrees to participate in regular meetings as needed with Sponsor to discuss matters relating to the agreed upon service.

C. WYDOT agrees to review all invoices received from the airline for accuracy, notify the Sponsor or airline of any issue, and make all invoices and related information from the airline available to the Sponsor.

D. Should there be no invoiced due amount for the billing period, WYDOT and the Sponsor will have no obligation to pay for airline services for the billing period. Any amount above the quarterly due amount (Total Net Profit) shall be retained by the Airline for future service credit during the Contract period. Should there be a net profit remaining upon the expiration or termination of this MOU, the parties acknowledge that the Airline will retain one hundred percent (100%) of the Total Net Profits, with sixty percent (60%) retained on behalf of WYDOT to be used for future service to any Wyoming community by the Airline under the Plan, and the remaining forty percent (40%) of the Total Net Profit after a completed contract period shall be retained by the Airline for service under the Plan to the Sponsor's local airport.

E. WYDOT will coordinate with Sponsor to determine pricing, schedule and revenue management practices and strategies that are a best fit for the community while prioritizing potential revenue. WYDOT agrees that it is in the best interest of the community, the state, and the Plan to manage pricing and revenue to reduce potential financial guarantees as much as possible and instructions conveyed to the airline are made in the interest of maximizing potential revenue and minimizing financial guarantees.

F. WYDOT will collaborate with Sponsor in any decisions which may have Significant Impact to the respective communities air service covered under the Plan. Significant Impact shall be defined as any long-term schedule changes beyond thirty (30) minutes or service level adjustments that will have an effect of the quality of service.

G. WYDOT will notify the Sponsor of any decisions that will have Significant Impact to the community with an appropriate amount of time.

H. WYDOT will work with Sponsor to achieve the most desirable and profitable flight schedule within the parameters of the airline provider including: crew, and aircraft availability, business necessity, operational efficiencies, and demand.

I. WYDOT will provide assistance with resolving disputes between the Sponsor and the airline provider.

J. WYDOT will provide information regarding performance benchmarks for the service.

K. WYDOT will contract for and provide third-party expertise in monitoring flight performance under the Plan and will make available that expertise to the community.

L. When and if possible, WYDOT will work with the Sponsor to determine where additional flights may or may not be needed to the community. Additional flights beyond the initially agreed schedule will be evaluated on a cost/benefit basis and subject to annual approval from the Wyoming Aeronautics Commission.

M. WYDOT shall ensure that Sponsor has communicative access to the airline partner.

N. WYDOT, with assistance from industry consultants, will provide insight and review of pricing and schedules for the community on a monthly basis and pricing and market studies to the Sponsor on an annual basis.

O. WYDOT will work with the Sponsor and appropriate local organizations to reduce the annual cost per passenger (excluding fuel) to the State by ten percent (10%) per year and provide a plan outlining initiatives to do so. Baseline annual cost per passenger will be a two (2)-year moving average.

   a. The cost per passenger reduction will take effect after a two (2) year grace period from the first fiscal year of flights under the Plan.
   b. Calculation of the cost per passenger will be calculated at the end of a fiscal year and include the actual number of revenue paying passengers and total financial contribution by WYDOT excluding fuel costs in accordance with Section D.
   c. Should the ten percent (10%) annual cost per passenger to the State not be met, WYDOT and the Sponsor will review including but not limited to: service levels and frequencies to the community, WYDOT match amount, and overall revenue performance. WYDOT will then provide recommendations to the Wyoming Aeronautics Commission of options to reduce the State cost per passenger which may include: A reduction of service levels, schedule changes, an increase in local match dollars or directives to the airline to address fares and revenue management.

P. WYDOT and the Sponsor will annually review service levels, schedules and anything else pertinent to the service before each fiscal year. The Wyoming Aeronautics Commission will review and approve the service levels, schedules, and anything else pertinent to the service before the start of each fiscal year.

6. <u>Responsibilities of Sponsor.</u>

A. Sponsor will designate a single point of contact to WYDOT for any and all coordination efforts needed.

B. Sponsor agrees to pay WYDOT in accordance with Section 4 above.

C. Sponsor agrees to participate in regular meetings with WYDOT to discuss matters relating to the agreed upon service.

D. Sponsor shall work to maintain a local organization dedicated to air service retention and development for the community.

E. Sponsor, in conjunction with local organizations, where appropriate, shall create and maintain a marketing and promotional plan dedicated to service under the Plan. A copy of the marketing and promotional plan shall be made available to WYDOT within one (1) month of the service start date and annually with quarterly updates. Inclusive of that plan should be:

   a. Key performance indicators for tracking effectiveness of plan;
   b. Forecast budget;
   c. Plans to coordinate with partner airline provider to leverage airline marketing brand and services and;
   d. A plan for community engagement and awareness efforts.

F. Sponsor agrees that it is in the best interest of the Plan to manage capacity, and flight frequency to maintain air service in a manner to continually reduce financial guarantees from WYDOT under the Plan.

G. Sponsor will work with WYDOT and appropriate local organizations to reduce the annual cost per passenger (excluding fuel) to the State by ten percent (10%) per year and provide a plan outlining initiatives to do so. Baseline annual cost per passenger will be a two (2)-year moving average.

   a. The cost per passenger reduction will take effect after a two (2) year grace period from the first fiscal year of flights under the Plan.
   b. Calculation of the cost per passenger will be calculated at the end of a fiscal year and include the actual number of revenue paying passengers and total financial contribution by WYDOT excluding fuel costs in accordance with Section D.
   c. Should the ten percent (10%) annual cost per passenger to the State not be met, WYDOT and Sponsor will review including but not limited to: service levels and frequencies to the community, WYDOT match amount, and overall revenue performance. WYDOT will then provide recommendations to the Wyoming Aeronautics Commission of options to reduce the State cost per passenger which may include: A reduction of service levels, schedule changes, an increase in local match dollars or directives to the airline to address fares and revenue management.

H. Sponsor, with its appropriate local organizations, will work to provide an operationally reliable airport for flights covered under the Plan.

I. Sponsor will collaborate with the airline partner and WYDOT in any decisions or work significantly affecting flights covered under the Plan that may include: changes to the

schedule, pricing or revenue management instructions, runway closures or construction, and airport facility construction or changes affecting flights.

J. Sponsor will notify WYDOT of any potential detrimental factors to flights covered under the Plan including but not limited to:

   a. Local efforts to recruit new or additional scheduled airline services not covered under the Plan.
   b. Interest from other airline providers in providing service to a community which will have a detrimental impact to the ridership of flights covered by the Plan.

K. The Sponsor and WYDOT will annually review service levels, schedules and anything else pertinent to the service before each fiscal year. The Wyoming Aeronautics Commission will review and award funds before the start of each fiscal year.

8. Additional Clarifications:

A. The Wyoming Aeronautics Commission is the contracting authority for the airline agreement for flights under the Plan.

B. Pricing and Revenue Management strategies and instructions conveyed to the airline by either party are made in the interest of maximizing potential revenue for covered flights under the Plan.

C. Flight schedules for flights covered under the Plan will be made to best maximize potential ridership and connections to and from the hub airport(s), but are subject to crew, gating, and aircraft constraints of the airline.

   a. Decisions made by WYDOT concerning airline schedules are made in the best interest of the Plan in order to minimize the due amount by WYDOT.

D. Should the Sponsor be unable to pay for service at the agreed upon match provided under the Plan, WYDOT will work to achieve the most affordable alternatives to the Sponsor but reserves the right to discontinue any and all flights under the Plan.

E. Should any dispute between WYDOT and the Sponsor arise that is not covered in this MOU or through WYDOT or the Wyoming Aeronautics Commission's Policies, the parties agree that the Wyoming Aeronautics Commission will, at the next most convenient time, resolve the dispute.

7. **General Provisions.**

A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.

B. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Availability of Funds.** Each payment obligation of either party is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either party, the MOU may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this MOU to acquire similar services from another party.

D. **Entirety of Agreement.** This MOU, consisting of eight (8) pages; and Attachment A, Scope of Services, consisting of one (1) page, represent(s) the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this MOU and the language of any attachment or document incorporated by reference, the language of this MOU shall control.

E. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.

F. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

G. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering

into this Contract and the Sponsor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this MOU shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

H. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

I. **Termination.** This MOU may be terminated, without cause, by either party upon ninety (90) days written notice days written notice, which notice shall be delivered by hand or by certified mail.

J. **Indemnification.** Each party to this MOU shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

8. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

WYDOT:
WYOMING DEPARTMENT OF TRANSPORTATION

Brian Olsen, Administrator — Date

SPONSOR:
SHERIDAN COUNTY

Tim Ringley, Chairman — Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

#195504 — 8/2/19

Alysia Goldman, Assistant Attorney General — Date
Representing the Wyoming Department of Transportation

Attachment A: Sheridan County Airport (SHR)
Scope of services under the Wyoming Commercial Air Service Improvement Plan

1. Service to: Denver International Airport (DEN):
    a. Block rate table:
        i. CRJ 1/200 aircraft:

Table 1 CRJ 1/200 Block Hour Rate SHR-DEN (Overnight tag with RIW)

SHR	July 1, 2019 - June 30, 2020	July 1, 2020 - June 30, 2021	July 1, 2021 - June 30, 2022
	$2,373	$2,444	$2,518

    b. Frequency of operations/pattern of Service

Table 2 Monthly Frequency of Operations/Pattern of Service

	Month	Frequency	
SHR	January	2Dx6	Two daily roundtrips, except Sat; Overnight Tag with RIW
	February	2Dx6	Two daily roundtrips, except Sat; Overnight Tag with RIW
	March	2Dx6	Two daily roundtrips, except Sat; Overnight Tag with RIW
	April	2Dx6	Two daily roundtrips, except Sat; Overnight Tag with RIW
	May	2Dx6	Two daily roundtrips, except Sat; Overnight Tag with RIW
	June	2Dx6	Two daily roundtrips, except Sat; Overnight Tag with RIW
	July	2Dx6	Two daily roundtrips, except Sat; Overnight Tag with RIW
	August	2Dx6	Two daily roundtrips, except Sat; Overnight Tag with RIW
	September	2Dx6	Two daily roundtrips, except Sat; Overnight Tag with RIW
	October	2Dx6	Two daily roundtrips, except Sat; Overnight Tag with RIW
	November	2Dx6	Two daily roundtrips, except Sat; Overnight Tag with RIW
	December	2Dx6	Two daily roundtrips, except Sat; Overnight Tag with RIW

    c. Schedule[1]

FREQ	DEPT	ARRV	DEPT TIME	ARRV TIME	TYPE	MONTHS
D	SHR	RIW	6:00	6:40	CRJ	YEAR-ROUND
D	RIW	DEN	7:24	8:40	CRJ	YEAR-ROUND
D	DEN	RIW	20:20	21:43	CRJ	YEAR-ROUND
D	RIW	SHR	22:13	23:10	CRJ	YEAR-ROUND
Dx6	DEN	SHR	10:50	12:18	CRJ	YEAR-ROUND
Dx6	SHR	DEN	12:48	14:12	CRJ	YEAR-ROUND

    d. Term: July 1, 2019 – June 30, 2022
        i. Year one: January 12, 2020 – June 30,2020 - Cost not to exceed: $716,410
        ii. Year two: July 1, 2020 – June 30,2021 – Cost not to exceed: $1,828,140[2]
        iii. Year Three: July 1, 2021 – June 30,2022 - Cost not to exceed: $1,991,049[2]

1 Schedule times are approximate and subject to Section 5. A, E. of the WYDOT-SkyWest Contract
2 Subject to annual review per Section 2 and 4.A. of the WYDOT-SkyWest Contract

COOPERATIVE AGREEMENT
BETWEEN SHERIDAN COUNTY
AND THE CITY OF SHERIDAN

WHEREAS, the Wyoming Department of Transportation (WYDOT) has entered into a Contract with SkyWest Airlines, commencing July 1, 2019, under the Wyoming Commercial Air Service Improvement Act (W.S. 10-7-101 et seq.) (Contract), to procure commercial air service to certain Wyoming communities; and

WHEREAS, WYDOT has agreed to pay SkyWest Airlines quarterly payments as invoiced under the Contract; and

WHEREAS, Sheridan County, through its Board of County Commissioners (County), has entered into a Memorandum of Understanding (MOU) with WYDOT, dated August 29, 2019, to act as the Sponsor on behalf of the local community served by the Sheridan County Airport to participate in the Commercial Air Service Plan (Plan); and

WHEREAS, County has agreed, under the MOU (attached as Exhibit A), to pay WYDOT forty percent (40%) of the amount invoiced to WYDOT quarterly by SkyWest pursuant to the Contract, attributable to providing air service to the Sheridan County Airport; and

WHEREAS, the City of Sheridan (City) desires to obligate itself to share in meeting the local financial burden associated with implementing the Plan in cooperation with County;

THEREFORE, County, whose address is 224 South Main Street, Suite B-1, Sheridan, Wyoming 82801, and City, whose address is 55 Grinnell Plaza, Sheridan, Wyoming 82801, hereby enter into this Cooperative Agreement (Agreement) under the authority of W.S. 16-1-101, to define the fiscal responsibilities of the parties in support of the Plan.

The parties agree as follows:

1. Term of Agreement. This Agreement shall commence upon the date last signed and executed by the duly authorized representatives of the parties and shall remain in full force and effect until June 30, 2022. This Agreement may be continued for an additional two (2) times with a first term extension of three (3) years and a second extension for a term of four (4) years unless either party provides notice to the other no later than sixty (60) days before the expiration of the term of its intent to terminate. This Agreement may be terminated, without cause, by either party upon ninety (90) days written notice, which notice shall be delivered by hand, regular mail, or electronically, to the addresses set out in this Agreement, or

as otherwise provided by the parties in writing to each other. Should the One-Cent Optional Sales Tax, see W.S. § 39-15-204(a)(i), not be approved by Sheridan County voters, this Agreement, and all payment obligations of City, shall automatically terminate upon the One-Cent Optional Sales Tax ceasing to be collected by the State.

2. Invoicing and Payments. City shall pay County no later than forty-five (45) days after receipt of the County invoice.

A. City shall be responsible for fifty percent (50%) of the amount that WYDOT invoices County for air services between January 12, 2020 and June 30, 2020 even though such expenses may have been incurred prior to date of this Agreement. Provided, City shall not contribute more than two hundred twenty-eight thousand nine hundred fifty-five and 67/100 dollars ($229,955.67).

B. City shall be responsible for fifty percent (50%) of the amount that WYDOT invoices County for air services between July 1, 2020 and June 30, 2021 and fifty percent (50%) for air services between July 1, 2021 and June 30, 2022. Provided, City shall not contribute more than four hundred thousand and xx/100 dollars ($400,000.00) within a fiscal year.

C. Beginning July 1, 2022, for each fiscal year, City shall be responsible for fifty percent (50%) of amount WYDOT invoices County for air services. Provided, the City shall not contribute more than four hundred thousand and xx/100 dollars ($400,000.00) within a fiscal year.

3. Reports. County shall provide City with regular reports on commercial air service performance as such information becomes available to County. Further, County shall provide City with additional information regarding commercial air service upon request.

4. General Provisions.

A. **Amendments.** Either party may request changes in this AGREEMENT. Any changes, modifications, revisions or amendments to this AGREEMENT which are mutually agreed upon by and between the parties to this AGREEMENT shall be incorporated by written instrument, executed and signed by all parties to this AGREEMENT.

B. **Applicable Law.** The construction, interpretation and enforcement of this AGREEMENT shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this

AGREEMENT, and over the parties.

C. **Entirety of AGREEMENT.** This AGREEMENT, consisting of four (4) pages, and Exhibit A, represents the entire and integrated AGREEMENT between the parties and supersedes all prior negotiations, representations and AGREEMENTs, whether written or oral.

D. **Prior Approval.** This AGREEMENT shall not be binding upon either party unless this AGREEMENT has been reduced to writing before performance begins as described under the terms of this AGREEMENT.

E. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this AGREEMENT shall not be construed to create such status. The rights, duties and obligations contained in this AGREEMENT shall operate only between the parties to this AGREEMENT and shall inure solely to the benefit of them. The provisions of this AGREEMENT are intended only to assist the parties in determining and performing their obligations under this AGREEMENT.

F. **Waiver.** The waiver of any breach of any term or condition of this AGREEMENT shall not be deemed a waiver of any prior or subsequent breach.

G. **Assignment.** This AGREEMENT is not assignable without the prior written consent of the parties.

H. **Effect of Termination.** All covenants of this AGREEMENT that should, by their nature, survive the termination of this AGREEMENT shall so survive.

I. **Notices.** Notices shall be sufficient if sent by United States Mail, postage prepaid to the addresses provided in this AGREEMENT.

J. **Compliance with Laws.** Both parties shall keep informed of and comply with all applicable federal tribal, municipal, state, and local, federal ordinances, laws, rules, and regulations in performance of this AGREEMENT.

K. **Indemnification.** Each party to this AGREEMENT shall be responsible for any liability arising from its own conduct. Neither party agrees to insure or indemnify the other.

L. **Paragraph Headings.** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any

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provision of this AGREEMENT.

M. **Force Majeure.** Neither party shall be liable for failure to perform under this AGREEMENT if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include but are not limited to acts of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays.

N. **Severability.** If any provision of this AGREEMENT is determined by a Court of competent jurisdiction to be unenforceable, that portion shall not affect the enforceability of the remaining provisions of this Agreement.

O. **Governmental Immunity**. County and City do not waive their governmental immunity, as provided by W.S. 1-39-101 et seq.

5. **Signatures.** The parties to this AGREEMENT through their duly authorized representatives have executed this AGREEMENT on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this AGREEMENT as set forth herein.

The effective date of this AGREEMENT is the date of the signature last affixed to this AGREEMENT.

SHERIDAN COUNTY
224 South Main Street, Suite B-1
Sheridan, WY 82801

_____ _____

Nick Siddle, Chairman Date

CITY OF SHERIDAN
55 Grinnell Plaza

Sheridan, WY 82801

Roger Miller, Mayor

Date

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CITY OF SHERIDAN, WYOMING

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

Attorney

MEMORANDUM

Project Name: Consideration of the Approval of Cemetery Policies and Procedures - City Attorney Brendon Kerns
From: Brendon Kerns, City Attorney
To: Mayor and Council
CC: Interim City Administrator Mike Jackson
Date: 03/16/2020

Attachments

Cemetery Policies and Procedures
Cemetery Policies and Procedures Memo

CITY OF SHERIDAN MUNICIPAL CEMETERY POLICIES AND PROCEDURES

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Introduction

The City of Sheridan Governing Body, has adopted these Policies and Procedure for the purpose of providing the citizenry of the county reasonably efficient management, operation, and maintenance of the cemetery. The City of Sheridan 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 at 1000 Ash Street, Sheridan, Wyoming.

Definitions

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

Cemetery Administrator/Coordinator/Sexton: Under general guidance and direction from the Parks Superintendent, performs administrative, supervisory, and skilled maintenance duties 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.

Central or Family Marker: A marker identifying the deceased of more than one plot.

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 marker.

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 the 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.

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: See the definition of Marker.

Monument: See the 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 ordinary care which is 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, decorations 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 within a lot which is designated by the Official City Cemetery Map to accommodate a burial.

Resident: Any person currently residing within the incorporated limits of the City of Sheridan or residing within the incorporated limits of the City of Sheridan 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 which is located within a grave.

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 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 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

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

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
** Cremation Opening and Closing may be waived by the Sexton if the opening and closing is performed by the family**

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 excess of 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. 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. Any person claiming to own a plot whose name is not on the Deed, shall be required to execute and complete an Affidavit of Ownership. The City Clerk shall provide the Affidavit of Ownership. Should there be any dispute as to ownership, the City Clerk shall follow the procedures provided by City Ordinance. No burial will be allowed without proof of ownership or right of burial.

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 unwanted or unused plots from any individual holding title. The buyback of unused/unwanted plots will be for the amount of original purchase.

7. **Cemetery Deed** – Ownership of plot(s) 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 five (5) people may be listed on the Deed as authorized people for burial pursuant to 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 fifty(50) years with no contact of the owner of record regarding any unused plot 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 and the regulations and laws of the Wyoming Department of Health and Wyoming Statute.

1. No interment or burial service will be allowed on Sundays or on any days listed below. For burials on legal holidays approval must be granted by 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).

2. No burials shall be permitted after 2:00 p.m. from November 1st through March 1st, or after 3:00 p.m. March 2nd through October 31st, 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 Public Works Director. Exceptions may include but are not limited to a contagious disease, emergency health reasons, or for a direct burial requested by a family for religious 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.

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, 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 of the Sexton and employee on call.. If the requested time cannot be met, the Sexton or designated employee will notify the funeral director and/or the family..

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

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 deceased person 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.

10. All costs pertaining to interment must be paid prior to 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. Should the deceased or a family member not be designated as the owner of the plot but the family claims ownership, the claimant shall be required to complete an Affidavit of Ownership. If there is a dispute as to ownership, the City Clerk shall resolve the dispute according to City Ordinance.

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 a total of 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.

C. Disinterment and Disinurnment

1. A Disinterment Permit (removal of a deceased human body or cremains) 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 disinterments and disinurnments shall be required to follow all City Ordinances, 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 Cemetery 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 or 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 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, 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(s)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(s) cause the marker to exceed the maximum allowable width of a marker.

b. Such vase(s) 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. 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. Any permanent or live planting shall be deemed to be the property of the City once installed or planted. Any permanent or live planting may be removed by the City at any time if the Sexton finds it is necessary for the benefit of the cemetery.

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.

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 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 plot(s) with any existing marker(s) 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 procedures.

6. **Placement and Construction**:

a. Any marker 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 must be centered on the foundation.

b. The foundation shall extend three inches (3") beyond the ends of the marker 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.

i. The front of the foundation shall be set on a common base line located by cemetery personnel.
ii. 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.

iii. 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 (18") in width and fifty-four inches (54") in length for single graves, or ninety inches (90") in length for double graves.

iv. 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").

v. Markers may not exceed thirty-six inches (36") in height in the following areas of the cemetery: Sections 61, 62, and 70 through 105.

vi. 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 of these policies.

vii. 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.

viii. Any markers, other than the identifying grave marker, which are placed upon the grave shall be set flush with the ground surface.

ix. 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 not be in conformance, they must correct the deficiency or remove the marker. All debris, including grass, sod, and dirt, must be removed from the site and will be permitted to be placed around the foundation.

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 thirty (30") inches 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 marker, or any other authorized structure on any plot in the cemetery. The City shall not be responsibility for damage caused to these structures.

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.

14. Upon the approval by the Sexton, plot owners 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 will not provide cleaning chemicals 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 obtaining permission.

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

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 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.

APPROVED THIS _____ DAY OF MARCH, 2020 BY THE CITY OF SHERIDAN GOVERNING BODY.

_____
Mayor Roger Miller

_____
Attest: City Clerk

KERNS & BUNTING, LLC

200 W. Loucks St.
P.O. Box 6669
Sheridan, WY 82801
Telephone: 307.655.8600
Facsimile: 307.674.5000

BRENDON E. KERNS
bkerns@kernsbunting.com
Licensed in WY & MT

SHERYL S. BUNTING
sbunting@kernsbunting.com
Licensed in WY

MEMORANDUM

Date: **March 12, 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 16th Council meeting for discussion 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.

At the Council meeting, you will be presented with additional options regarding Marker heights and standards.

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

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

Project Name:	Consideration of Resolution 12-20 Supporting the Sheridan Rotary Club's Clean Water Community Challenge - Public Works Director Lane Thompson
From:	Lane Thompson, Public Works Director
To:	Mayor and Council
CC:	Interim City Administrator Mike Jackson
Date:	03/16/2020

Attachments

Resolution 12-20

CITY OF SHERIDAN

Resolution 12-20

A RESOLUTION SUPPORTING THE SHERIDAN ROTARY CLUB'S CLEAN WATER COMMUNITY CHALLENGE ON BEHALF OF THE GOVERNING BODY FOR THE CITY OF SHERIDAN, WYOMING:

WITNESSETH

WHEREAS, the Governing Body for the City of Sheridan, WY recognizes the need for clean water in our creeks; and

WHEREAS, the Governing Body for the City of Sheridan, WY recognizes that the Rotary Club supports the Clean Water Community Challenge; and

WHEREAS, the Rotary Club has chosen this as a Community Service; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SHERIDAN, WYOMING, Shows support of this program through the Rotary Club.

PASSED, APPROVED AND ADOPTED THIS 16th day of March 2020.

_____

Roger Miller, Mayor

Attest:

_____

Cecilia Good, City Clerk