AGENDA
CITY OF SHERIDAN
JULY 20, 2020
REGULAR COUNCIL MEETING START 7:00 P.M.

1. Call to Order

2. Pledge of Allegiance

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

4. Roll Call of Members

5. Consideration of Agenda

6. Comments from the Public

7. Public Hearings

   A. Public Hearing for Ordinance #2223 Addressing Alcohol Delivery in Chapter 4 of City Code - City Attorney Brendon Kerns

      i. First Reading Ordinance #2223 Addressing Alcohol Delivery in Chapter 4 of City Code - City Attorney Brendon Kerns

   B. Public Hearing for Ordinance #2224 Amending Chapter 4 Alcohol Ordinance - Brendon Kerns City Attorney

      i. First Reading for Ordinance #2224 Amending Chapter 4 Alcohol Ordinance - Brendon Kerns City Attorney

   C. Public Hearing for Resolution # 27-20, Brooks Street Right-of-Way Vacation - Community Development Director Wade Sanner

      i. Consideration of Resolution #27-20, Brooks Street Right-of-Way Vacation - Community Development Director Wade Sanner

D. Public Hearing of #28-20, 1921 S. Sheridan Avenue Easement Vacation - Community Development Director Wade Sanner

i. Consideration of Resolution #28-20, 1921 S Sheridan Ave. Easement Vacation - Community Development Director Wade Sanner

E. Public Hearing for Resolution #17-20 for Trailside at Woodland Park, Subdividing the Property Located northeast of Coffeen Ave and Fleming Blvd - Community Development Director Wade Sanner

i. Consideration of Resolution #17-20 for Trailside at Woodland Park, Subdividing the Property Located northeast of Coffeen Ave and Fleming Blvd - Community Development Director Wade Sanner

8. Consent Agenda

A. Approval of Fiscal Year 2021 Contract between the City of Sheridan and IAFF Local #276.

B. Minutes of Regular Council Meeting July 6th, 2020

C. Claims

9. Staff Update

i. Sales and Use Tax Update - City Treasurer Karen Burtis

ii. Quarterly Financial Update - City Treasurer Karen Burtis

OLD BUSINESS

NEW BUSINESS

10. Consideration of Resolution # 31-20, Application from the HUB on Smith to the State Loan and Investment Board for grant funding from the Coronavirus Relive Fund. - Heather Doke, Human Resources Director & Carmen Rideout, The HUB on Smith

11. DSA Request for Waiver of Malt Beverage Permit Fees - Shyan Davison, Market Manager and Janet Hoxie, Market Committee Chair, Downtown Sheridan Association.

12. Consideration of Resolution # 29-20 Capital Facilities Tax - Public Works Director Lane Thompson

13. Consideration of Operating Agreement with the Sheridan Recreation District - City Attorney Brendon Kerns

14. Consideration of Agreement With State of Wyoming, DEQ, for Sheridan Landfill Remediation Project- Utilities Director Dan Roberts

15. Council Comments and Requests for Future Agenda Items

i. CAST - April- June Airline Report - Councilman Rich Bridger

16. Adjournment

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Invocation to be given by Tony Forman, Cornerstone Church.
From:	
To:	Mayor and Council
CC:	
Date:	

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Public Hearing for Ordinance #2223 Addressing Alcohol Delivery in Chapter 4 of City Code - City Attorney Brendon Kerns
From:	
To:	Mayor and Council
CC:	
Date:	

Attachments

Memo
Ordinance 2223

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: **July 16, 2020**
To: **City of Sheridan Mayor and Council**
RE: **Ordinance 2223**

Ordinance 2223 will amend City of Sheridan Ordinance Chapter 4 to allow the delivery of alcohol. The proposed ordinance follows the premise established by emergency delivery ordinances.

Wyoming Statute is extremely clear in determining that most alcohol licenses and permits are prohibited from selling alcohol for off-premise consumption. Statute provides exceptions for retail licenses, microbreweries and wineries. Each of these license holders is allowed to sell alcohol for off-premise consumption provided that the sale and service occurs on premise. Wyoming Statute does not define what constitutes service. Thus, the City may define service. The proposed ordinance will define service, allow for deliveries and provide the required procedures.

A retail license holder, microbrewery and/or winery that desires to provide a delivery service must update their operational plan. A delivery driver must meet the same requirements as any other alcohol server. Sales may occur by electronic means provided that the purchaser provides a valid government identification upon delivery. Deliveries cannot be made to any school, college, or public property, nor can they be made outside of the City limits. Should a licensee violate any of these restrictions, they would be subject to Ordinance 4-13 which addresses licensee violations.

License holders who provide delivery services will be required to keep a record of the name, address, date, time and quantity of the item sold. Those records will only be available pursuant to a warrant.

The delivery ordinance has a few additional provisions which you should be aware. First, any alcohol licensee may, as part of their curbside pickup, sell alcohol. Such sale and delivery are occurring on the premise of the property. Curbside pickup sales will require an amended operational plan beginning in 2021. Second, any person who orders alcohol for delivery but is prohibited from being in an alcohol establishment or consuming alcohol by Court order may be charged with a misdemeanor through municipal court.

Ordinance 9-1 is also required to be amended with these changes. This ordinance is the sentencing ordinance for code violations. Specifically, Ordinance 9-1 will be amended to allow a Court to sentence someone to six months in jail should they order alcohol when prohibited to do so by Court order.

KERNS & BUNTING, LLC

Brendon Kerns

Ordinance 2223

AN ORDINANCE AMENDING CHAPTER 4 OF THE CITY OF SHERIDAN MUNICIPAL ORDINANCES CONCERNING DELIVERY OF ALCOHOL, SPECIFICALLY;

WHEREAS, the City of Sheridan Governing Body is the liquor license local licensing authority pursuant to W.S. § 12-4-101 et.al.; and

WHEREAS, the City has identified the need to allow for alcohol delivery to be allowed within the boundaries of the City Limits of Sheridan; and

WHEREAS, Wyoming State Statute prohibits the sale of alcoholic beverages for off-premise consumption for all alcohol license holders except for retail liquor license holders, microbreweries, and wineries.

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

Ordinance 4-5(a)(6) shall be amended to read as follows:

Every liquor licensee and/or his or her employees shall conform to the following mandatory standards when selling and serving alcoholic beverages in the City. Each violation of a standard set out in this section shall constitute a misdemeanor punishable by a fine of not more than seven hundred fifty dollars ($750.00) or other penalty per Sheridan City Code, Ordinance 9-1.

(a) *Standards*. For this Chapter, the following standards of conduct shall apply:

(1) Refuse to serve any patron who is obviously intoxicated, or is obviously physically endangering people or property in the licensed premises or dispensing area or in an area approved for temporary service pursuant to a permit issued under Ordinance 4-8. For the purposes of this section, "obviously intoxicated" shall mean an individual who is inebriated to the extent that the person appears substantially impaired and the impairment is evident by actions such as slurred speech, uncoordinated physical actions or physical dysfunction which would be obvious to a reasonable person.

(2) Order any patron to leave and depart who is endangering people or property in the licensed establishment and notify the Sheridan police department of any criminal incident as soon as reasonably possible.

(3) Refuse to sell, give, or deliver alcoholic liquor or malt beverage to any person under the age of twenty-one years.

(4) Report other criminal activity in the licensed building, dispensing area or on the licensed premises as established by local, state or federal law, as soon as reasonably possible.

(5) Comply with the training and records maintenance requirements of Ordinance 4-4(e).

(6) Comply with all provisions of Ordinance 4-4.1

(7) Post in a prominent location, a conspicuous notice to the public required per Ordinance 4-11.

(8) Clearly post occupancy limits and limit access so as not to exceed the occupancy limit as established by the International Fire Code as adopted by the City.

(9) A licensee shall not be subject to multiple convictions arising out of the same set of facts, events, date and time for the purposes of this Section.

An additional Section of Code shall be added following Code Section 4-4 and be titled as "4-4.1 Alcohol Delivery and Curbside Pick-up". The Section shall read as follows:

(a) *Eligible Licenses*: Alcohol Delivery Services may be made available by retail licensees, microbreweries and wineries. No other alcohol license shall be permitted to provide an alcohol delivery service unless specifically allowed by Wyoming Statute or City Ordinance.

(b) *Definitions*: For purposes of this Ordinance the following definitions shall apply:

(1) **Serve**: The act of delivering alcohol to a purchaser or to a delivery employee on the licensed premise.

(2) **Delivery**: The act of providing alcohol to a purchaser.

(3) **Delivery Service**: A Liquor Licensee's process in which their employee provides alcohol to a purchaser.

(4) **Delivery Employee**: The Licensee's employee responsible for delivering alcohol to the purchaser.

(c) *Delivery Standards*: Retail Liquor Licensees, Microbreweries, and Wineries shall be permitted to provide delivery services for the delivery of malt beverage, wine or liquor. Delivery services shall be subject to the following:

(1) Delivery service employees shall have completed an alcohol server training program as approved by W.S. § 12-2-402; be at least twenty-one (21) years of age; maintain a valid driver's license; maintain valid vehicle

insurance coverage as required by Wyoming Statute; and be an employee of the Licensee.

(2) All sales must occur on the Licensee's premise by in-person purchase, online order, order by app, or order by phone. Payment must be received at the time of purchase. Payment may not occur upon delivery.

(3) Licensees shall keep a record of each delivery service transaction which shall be made available to the City by warrant. The record shall include, at minimum, the name and address of the purchaser, date and time of order, address of delivery, name of delivery employee, and the product and quantity purchased and delivered.

(4) No order shall be received from nor delivery made to a person under twenty-one (21) years of age. Each purchaser shall be required to provide a valid Driver's License or valid government issued identification when the delivery is made.

(5) Alcohol shall be delivered to customers only in the original, unopened package.

(6) Deliveries shall only be made to the purchaser and may not be left with any other person or at any other address

(7) No part of a publicly owned sidewalk, highway, street or alley shall be used for taking orders or conducting sales except as specifically allowed by ordinance or statute.

(8) Deliveries shall not be made to or on public property, unless specifically allowed by Ordinance, and shall not be delivered outside the City of Sheridan Municipal boundaries unless otherwise allowed by Wyoming Statute or resolution of the Sheridan County Commissioners.

(9) Deliveries shall not be made to any school or college.

(10) Delivery services shall not be conducted unless a service plan has been included within the licensee's approved plan of operation as required per Ordinance 4-12. A request to amend the plan of operation to provide delivery service shall not be deemed a material deviation per Ordinance 4-12(b).

(11) All licensees and their employees shall follow the standards set forth in Ordinance 4-5. Any violation of this Chapter shall be subject to Ordinance 4-13.

(d) *Curbside Pick*-up: All alcohol licensees may establish curbside pick-up services at the licensed premise without submitting an amended operational plan during the year of 2020. Beginning January 1, 2021, all licensees that provide curbside pick-up services shall include a description thereof within their operational plan per Ordinance 4-12. Curb side pick-up services shall be subject to the following:

(1) No order shall be received from nor service made to a person under twenty-one (21) years of age. Each purchaser shall be required to provide a valid Driver's License or valid government issued identification when the curbside pick-up occurs.

(2) Alcohol shall be delivered to customers only in the original, unopened package.

(3) No part of a publicly owned sidewalk, highway, street or alley shall be used for taking orders or conducting sales except as specifically allowed by ordinance or statute. Delivery of alcohol for curbside pick-up may be made to a person located on a sidewalk, street or alley.

(4) Curbside pick-up services offered by a Licensee shall not allow for product to be displayed outside of the licensed building.

(5) All licensees and their employees shall follow the standards set forth in Ordinance 4-5.

(6) Any violation of the aforementioned requirements, restrictions or procedures by any Licensee or Licensee's employee shall be a misdemeanor with a maximum punishment as defined by Ordinance 9-1. Any conviction of a Licensee or Licensee's employee shall be subject to Ordinance 4-13.

(e) *Purchaser Violation*: No person shall order or accept service of alcohol if they are prohibited by order of any Court to possess or consume alcohol or be in an establishment where the primary purpose is the sale of alcohol. Any person convicted of violating this Section shall be guilty of a misdemeanor subject to a fine of no more than Seven Hundred and Fifty Dollars ($750.00) and up to six months in jail.

(f) Should any portion of this Ordinance be in conflict with any other City of Sheridan Ordinance, this Ordinance is deemed to control and supersede.

Ordinance 4-12 shall be repealed and restated to read as follows:

(a) *Plan of Operation Description.* Any license authorized under this Chapter shall not be issued, renewed or transferred until the applicant has submitted a plan of operation that meets the requirements of this Chapter. A plan of operation shall contain and shall set forth in simple narrative form the following:

(1) An operational statement describing the location and layout of the licensed building, licensed premises and/or dispensing area;

(2) Schedule of all days and hours of operation;

(3) Description of the character and use of the facility (i.e., bar, restaurant, brewery, etc.);

(4) Description of specific alcohol inventory management practices that are relevant to the license at issue;

(5) Description of specific crowd control and security practices that are relevant to the license at issue; and

(6) Description of other information that is relevant and pertinent to the operation of the licensee's licensed premises and dispensing area that is reasonably available to the licensee and that is specifically requested by the City Governing body at the time of renewal, transfer or issuance of the license;

(7) Description of delivery and/or curbside services if offered by the licensee.

(b) *Amendments*. The licensee may propose amendment(s) to an existing approved plan of operation for an issued license during the term of its license. Such an amendment may be approved by the City Administrator if it is not a material deviation from the licensee's existing approved plan.

(c) Any material deviation from the approved plan of operation requires a special permit as authorized in Ordinance 4-8 or pursuant to the City Governing Body's approval of a modified plan of operation. (Ord. No. 2178, § 1, 6-19-17.)

Ordinance 9-1 shall be amended to read as follows:

(b) *Jailable offenses.* Upon the conviction of any of the following violations, in addition to the penalties set forth in section 9-1(a), the offender shall be punished by imprisonment for a term not exceeding six months:

Alcohol Consumption/Possession Prohibition	§ 4-4.1(e)
Contempt of Court	Wyo. Rule Crim. Proc. Rule 42(a)(2)(C)
Flee or Attempt to Elude	§ 16-6 adopting W.S. § 31-5-225(a)
Disorderly Conduct—Resist or Obstruct	§ 19-2(d)(7)
Endangering the Welfare	§ 4-7(a)

The following offenses upon third conviction:

Aiding and Abetting	§ 9-2
Alcohol Standards	§ 4-5(a-f)
Cruelty to Animals	§ 6-32
Curfew Violation	§ 19-23
Disorderly Conduct (except Resists or Obstructs above)	§ 19-2(d)(1)—(5), (8)—(12)
Driver's License Suspend/Revoke	§ 16-14.5
Hit and Run	§ 16-6 adopting W.S. § 31-5-1102, 1104
Indecent Exposure	§ 19-13
Public Intoxication	§ 4-2
Larceny by Bailee	§ 19-31
Littering	§ 12-16
Minor Consumption of Alcohol	§ 4-3
Possession of Drug Paraphernalia	§ 19-1.1
Reckless Driving	§ 16-6 adopting W.S. § 31-5-229
Vicious Dog	§ 6-7

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: _____

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:	First Reading Ordinance #2223 Addressing Alcohol Delivery in Chapter 4 of City Code - City Attorney Brendon Kerns
From:	
To:	Mayor and Council
CC:	
Date:	

Attachments

Memo
Ordinance 2223

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: **July 15, 2020**
To: **City of Sheridan Mayor and Council**
RE: **Ordinance 2223**

Ordinance 2223 will amend City of Sheridan Ordinance Chapter 4 to allow the delivery of alcohol. The proposed ordinance follows the premise established by emergency delivery ordinances.

Wyoming Statute is extremely clear in determining that most alcohol licenses and permits are prohibited from selling alcohol for off-premise consumption. Statute provides exceptions for retail licenses, microbreweries and wineries. Each of these license holders is allowed to sell alcohol for off-premise consumption provided that the sale and service occurs on premise. Wyoming Statute does not define what constitutes service. Thus, the City may define service. The proposed ordinance will define service, allow for deliveries and provide the required procedures.

A retail license holder, microbrewery and/or winery that desires to provide a delivery service must update their operational plan. A delivery driver must meet the same requirements as any other alcohol server. Sales may occur by electronic means provided that the purchaser provides a valid government identification upon delivery. Deliveries cannot be made to any school, college, or public property, nor can they be made outside of the City limits. Should a licensee violate any of these restrictions, they would be subject to Ordinance 4-13 which addresses licensee violations.

License holders who provide delivery services will be required to keep a record of the name, address, date, time and quantity of the item sold. Those records will only be available pursuant to a warrant.

The delivery ordinance has a few additional provisions which you should be aware. First, any alcohol licensee may, as part of their curbside pickup, sell alcohol. Such sale and delivery are occurring on the premise of the property. Curbside pickup sales will require an amended operational plan beginning in 2021. Second, any person who orders alcohol for delivery but is prohibited from being in an alcohol establishment or consuming alcohol by Court order may be charged with a misdemeanor through municipal court.

Ordinance 9-1 is also required to be amended with these changes. This ordinance is the sentencing ordinance for code violations. Specifically, Ordinance 9-1 will be amended to allow a Court to sentence someone to six months in jail should they order alcohol when prohibited to do so by Court order.

KERNS & BUNTING, LLC

Brendon Kerns

Ordinance 2223

AN ORDINANCE AMENDING CHAPTER 4 OF THE CITY OF SHERIDAN MUNICIPAL ORDINANCES CONCERNING DELIVERY OF ALCOHOL, SPECIFICALLY;

WHEREAS, the City of Sheridan Governing Body is the liquor license local licensing authority pursuant to W.S. § 12-4-101 et.al.; and

WHEREAS, the City has identified the need to allow for alcohol delivery to be allowed within the boundaries of the City Limits of Sheridan; and

WHEREAS, Wyoming State Statute prohibits the sale of alcoholic beverages for off-premise consumption for all alcohol license holders except for retail liquor license holders, microbreweries, and wineries.

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

Ordinance 4-5(a)(6) shall be amended to read as follows:

Every liquor licensee and/or his or her employees shall conform to the following mandatory standards when selling and serving alcoholic beverages in the City. Each violation of a standard set out in this section shall constitute a misdemeanor punishable by a fine of not more than seven hundred fifty dollars ($750.00) or other penalty per Sheridan City Code, Ordinance 9-1.

(a) *Standards*. For this Chapter, the following standards of conduct shall apply:

(1) Refuse to serve any patron who is obviously intoxicated, or is obviously physically endangering people or property in the licensed premises or dispensing area or in an area approved for temporary service pursuant to a permit issued under Ordinance 4-8. For the purposes of this section, "obviously intoxicated" shall mean an individual who is inebriated to the extent that the person appears substantially impaired and the impairment is evident by actions such as slurred speech, uncoordinated physical actions or physical dysfunction which would be obvious to a reasonable person.

(2) Order any patron to leave and depart who is endangering people or property in the licensed establishment and notify the Sheridan police department of any criminal incident as soon as reasonably possible.

(3) Refuse to sell, give, or deliver alcoholic liquor or malt beverage to any person under the age of twenty-one years.

(4) Report other criminal activity in the licensed building, dispensing area or on the licensed premises as established by local, state or federal law, as soon as reasonably possible.

(5) Comply with the training and records maintenance requirements of Ordinance 4-4(e).

(6) Comply with all provisions of Ordinance 4-4.1

(7) Post in a prominent location, a conspicuous notice to the public required per Ordinance 4-11.

(8) Clearly post occupancy limits and limit access so as not to exceed the occupancy limit as established by the International Fire Code as adopted by the City.

(9) A licensee shall not be subject to multiple convictions arising out of the same set of facts, events, date and time for the purposes of this Section.

An additional Section of Code shall be added following Code Section 4-4 and be titled as "4-4.1 Alcohol Delivery and Curbside Pick-up". The Section shall read as follows:

(a) *Eligible Licenses*: Alcohol Delivery Services may be made available by retail licensees, microbreweries and wineries. No other alcohol license shall be permitted to provide an alcohol delivery service unless specifically allowed by Wyoming Statute or City Ordinance.

(b) *Definitions*: For purposes of this Ordinance the following definitions shall apply:

(1) **Serve**: The act of delivering alcohol to a purchaser or to a delivery employee on the licensed premise.

(2) **Delivery**: The act of providing alcohol to a purchaser.

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(c) *Delivery Standards*: Retail Liquor Licensees, Microbreweries, and Wineries shall be permitted to provide delivery services for the delivery of malt beverage, wine or liquor. Delivery services shall be subject to the following:

(1) Delivery service employees shall have completed an alcohol server training program as approved by W.S. § 12-2-402; be at least twenty-one (21) years of age; maintain a valid driver's license; maintain valid vehicle

insurance coverage as required by Wyoming Statute; and be an employee of the Licensee.

(2) All sales must occur on the Licensee's premise by in-person purchase, online order, order by app, or order by phone. Payment must be received at the time of purchase. Payment may not occur upon delivery.

(3) Licensees shall keep a record of each delivery service transaction which shall be made available to the City by warrant. The record shall include, at minimum, the name and address of the purchaser, date and time of order, address of delivery, name of delivery employee, and the product and quantity purchased and delivered.

(4) No order shall be received from nor delivery made to a person under twenty-one (21) years of age. Each purchaser shall be required to provide a valid Driver's License or valid government issued identification when the delivery is made.

(5) Alcohol shall be delivered to customers only in the original, unopened package.

(6) Deliveries shall only be made to the purchaser and may not be left with any other person or at any other address

(7) No part of a publicly owned sidewalk, highway, street or alley shall be used for taking orders or conducting sales except as specifically allowed by ordinance or statute.

(8) Deliveries shall not be made to or on public property, unless specifically allowed by Ordinance, and shall not be delivered outside the City of Sheridan Municipal boundaries unless otherwise allowed by Wyoming Statute or resolution of the Sheridan County Commissioners.

(9) Deliveries shall not be made to any school or college.

(10) Delivery services shall not be conducted unless a service plan has been included within the licensee's approved plan of operation as required per Ordinance 4-12. A request to amend the plan of operation to provide delivery service shall not be deemed a material deviation per Ordinance 4-12(b).

(11) All licensees and their employees shall follow the standards set forth in Ordinance 4-5. Any violation of this Chapter shall be subject to Ordinance 4-13.

(d) *Curbside Pick*-up: All alcohol licensees may establish curbside pick-up services at the licensed premise without submitting an amended operational plan during the year of 2020. Beginning January 1, 2021, all licensees that provide curbside pick-up services shall include a description thereof within their operational plan per Ordinance 4-12. Curb side pick-up services shall be subject to the following:

(1) No order shall be received from nor service made to a person under twenty-one (21) years of age. Each purchaser shall be required to provide a valid Driver's License or valid government issued identification when the curbside pick-up occurs.

(2) Alcohol shall be delivered to customers only in the original, unopened package.

(3) No part of a publicly owned sidewalk, highway, street or alley shall be used for taking orders or conducting sales except as specifically allowed by ordinance or statute. Delivery of alcohol for curbside pick-up may be made to a person located on a sidewalk, street or alley.

(4) Curbside pick-up services offered by a Licensee shall not allow for product to be displayed outside of the licensed building.

(5) All licensees and their employees shall follow the standards set forth in Ordinance 4-5.

(6) Any violation of the aforementioned requirements, restrictions or procedures by any Licensee or Licensee's employee shall be a misdemeanor with a maximum punishment as defined by Ordinance 9-1. Any conviction of a Licensee or Licensee's employee shall be subject to Ordinance 4-13.

(e) *Purchaser Violation*: No person shall order or accept service of alcohol if they are prohibited by order of any Court to possess or consume alcohol or be in an establishment where the primary purpose is the sale of alcohol. Any person convicted of violating this Section shall be guilty of a misdemeanor subject to a fine of no more than Seven Hundred and Fifty Dollars ($750.00) and up to six months in jail.

(f) Should any portion of this Ordinance be in conflict with any other City of Sheridan Ordinance, this Ordinance is deemed to control and supersede.

Ordinance 4-12 shall be repealed and restated to read as follows:

(a) *Plan of Operation Description.* Any license authorized under this Chapter shall not be issued, renewed or transferred until the applicant has submitted a plan of operation that meets the requirements of this Chapter. A plan of operation shall contain and shall set forth in simple narrative form the following:

(1) An operational statement describing the location and layout of the licensed building, licensed premises and/or dispensing area;

(2) Schedule of all days and hours of operation;

(3) Description of the character and use of the facility (i.e., bar, restaurant, brewery, etc.);

(4) Description of specific alcohol inventory management practices that are relevant to the license at issue;

(5) Description of specific crowd control and security practices that are relevant to the license at issue; and

(6) Description of other information that is relevant and pertinent to the operation of the licensee's licensed premises and dispensing area that is reasonably available to the licensee and that is specifically requested by the City Governing body at the time of renewal, transfer or issuance of the license;

(7) Description of delivery and/or curbside services if offered by the licensee.

(b) *Amendments*. The licensee may propose amendment(s) to an existing approved plan of operation for an issued license during the term of its license. Such an amendment may be approved by the City Administrator if it is not a material deviation from the licensee's existing approved plan.

(c) Any material deviation from the approved plan of operation requires a special permit as authorized in Ordinance 4-8 or pursuant to the City Governing Body's approval of a modified plan of operation. (Ord. No. 2178, § 1, 6-19-17.)

Ordinance 9-1 shall be amended to read as follows:

(b) *Jailable offenses.* Upon the conviction of any of the following violations, in addition to the penalties set forth in section 9-1(a), the offender shall be punished by imprisonment for a term not exceeding six months:

Alcohol Consumption/Possession Prohibition	§ 4-4.1(e)
Contempt of Court	Wyo. Rule Crim. Proc. Rule 42(a)(2)(C)
Flee or Attempt to Elude	§ 16-6 adopting W.S. § 31-5-225(a)
Disorderly Conduct—Resist or Obstruct	§ 19-2(d)(7)
Endangering the Welfare	§ 4-7(a)

The following offenses upon third conviction:

Aiding and Abetting	§ 9-2
Alcohol Standards	§ 4-5(a-f)
Cruelty to Animals	§ 6-32
Curfew Violation	§ 19-23
Disorderly Conduct (except Resists or Obstructs above)	§ 19-2(d)(1)—(5), (8)—(12)
Driver's License Suspend/Revoke	§ 16-14.5
Hit and Run	§ 16-6 adopting W.S. § 31-5-1102, 1104
Indecent Exposure	§ 19-13
Public Intoxication	§ 4-2
Larceny by Bailee	§ 19-31
Littering	§ 12-16
Minor Consumption of Alcohol	§ 4-3
Possession of Drug Paraphernalia	§ 19-1.1
Reckless Driving	§ 16-6 adopting W.S. § 31-5-229
Vicious Dog	§ 6-7

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: _____

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Public Hearing for Ordinance #2224 Amending Chapter 4 Alcohol Ordinance - Brendon Kerns City Attorney
From:	
To:	Mayor and Council
CC:	
Date:	

Attachments

Memo
Ordinance 2224

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: **July 16, 2020**
To: **City of Sheridan Mayor and Council**
RE: **Ordinance 2224**

Ordinance 2224 will amend City of Sheridan Chapter 4 concerning alcohol. Over the past two years, City Staff and Council have struggled with three items that were not addressed in the current code. Specifically; (1) Special Malt Beverage Permits; (2) Definition of "parked license"; and (3) renewal procedures.

Special Malt Beverage Permits

A Special Malt Beverage Permit allows for the sale of malt beverages at a civic center, auditorium, or event center. There are no definitions in statute as to what a civic center, auditorium or event center is. Further, there is nothing in Code that sets forth the application procedure and requirements with regard to such permits. The proposed ordinance provides the necessary definitions and the process of obtaining the permit.

Non-Operational "Parked" Licenses

Over the last two years, the City Governing Body has been confronted with multiple issues when determining whether a license is non-operational, when a license may be non-operational for more than one year, and what happens when a license is no longer eligible to be parked. Wyoming Statute is severely lacking in these areas.

The proposed ordinance will allow the Clerk to determine when a license has become parked. A second or third year may only be granted by the Governing Body after having found good cause or extraordinary circumstances, respectively. A license shall not be considered parked if the owner is closed as a result of an epidemic or act of nature. The licensee will, however, be required to make reasonable efforts to open in a timely manner.

Renewals

The City Clerk has had a continual problem with alcohol license holders failing to provide completed applications in a timely manner. The only filing deadlines apply to the State Liquor Division. Specifically, the State Liquor Division must review the application 10 days prior to the Governing Body approving the license, and the application must be approved by the Governing Body 30 days before the end of the year in order to provide the State with sufficient time for their formal approval. Thus, the Governing Body has routinely been required to hold

special meetings and the Clerk has been required to put in an exorbitant amount of effort because of the failure of certain license holders.

The proposed ordinance change would require all applications to be filed by November 1st of each year. The application will then be submitted to the State for review. Should an application be inadequate, the application can be amended until November 15th. If a licensee fails to provide a completed application by the 15th, the application will not be eligible for submission to the Governing Body. Should an application fail to be approved by the Governing Body by December 1st, the license will not be eligible for renewal. The proposed process follows the general requirement set forth by Wyoming Statute. See W.S. §12-4-104.

KERNS & BUNTING, LLC

Brendon Kerns

Ordinance 2224

AN ORDINANCE AMENDING AND UPDATING CHAPTER 4 OF THE CITY OF SHERIDAN MUNICIPAL ORDINANCES CONCERNING LIQUOR LICENSES, SPECIFICALLY;

WHEREAS, the City of Sheridan Governing Body is the liquor license local licensing authority pursuant to W.S. § 12-4-101 et.al.; and

WHEREAS, the City has identified ambiguities within the Wyoming State Statute and City Ordinance which require clarification;

WHEREAS, the City is authorized by W.S. § 12-4-504 et.al. regarding special malt beverage permits;

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

Ordinance 4-8 shall be repealed and restated to read and shall be retitled as follows:

4-8 Catering, Malt Beverage, Open Container

(a) *Applications*. Applications for catering permits, malt beverage permits and open container permits shall be made on a form approved and provided by the City Clerk as follows:

(1) Applications shall be submitted no less than three (3) weeks prior to the event;

(2) The applicant's name, address and phone number, along with the name, date, time and location of the event;

(3) An operation plan for the event including a short summary of the reason for the request and the activities proposed for the event;

(4) A description or drawing of the area(s) in which the possession and consumption of alcoholic beverages will occur and what safeguards will be in place at the desired location to ensure that minors will not possess or consume alcoholic or malt beverages;

(5) The names and ages of the qualified persons, who are known by the applicant at the time of application, who are planned to dispense malt beverages or liquor;

(6) In addition, if the applicant is not the owner of the location where the event is proposed, the applicant shall attach a written statement from the landowner permitting the proposed activity, consumption and possession of alcoholic or malt beverages.

(b) *Catering Permits*. Catering permits can only be issued to retail and resort licensees; the applicant(s) name for each catering permit shall be the licensee's name as set forth on the retail or resort license.

(c) *City Considerations.* Applications for catering permits, malt beverage permits and open container will be reviewed by and approved or denied by the City Administrator or designee in consultation with the Chief of Police or the Chief's designee.

(1) *Catering/Malt Beverage Permit Considerations*. For catering permits, or malt beverage permits, information supplied by the applicant will be reviewed by the City Administrator or designee, in consultation with the Chief of Police, within one (1) week of the application submission, to determine if the proposed event/activity will cause a material adverse impact beyond the area described in the application. If no material adverse impact is identified, then the permit will be issued by the City Clerk.

(A) A proposed event/activity material adverse impact beyond the area described in the application may include an inability of adjacent businesses to operate, overcrowding which will impact adjacent properties, unreasonable noise and/or traffic disruption (by way of illustration only, an outdoor dance, band(s) or amplified sound or music using loudspeakers or a P.A. system, parking or vehicle traffic beyond existing capacity, or the closure of a public street). Upon a determination of a material impact beyond the area proposed in the permit, the permit application will be promptly presented to the City Governing Body for review and approval or denial at the next scheduled regular City Council meeting.

(2) *Open Container Permit Considerations.* Applications for open container permits shall include the applicants name, address, phone number, date, time(s) and location of the event. The application shall include a short summary of the reason for the permit and the proposed activities. Open container permits may be issued to allow the possession and consumption of alcoholic or malt beverages on public property. An open container permit for certain public property may include additional permits like a park permit or street closure permit.

(A) Applications will be reviewed by the Chief of Police or designee and the City Clerk or designee. Upon approval, the applicant shall post an open container sign at the event.

(3) *Appeals*. The City Administrator may submit an application for a catering permit, malt beverage permit or open container permit to the City Governing Body for consideration or any application which is denied may be appealed to the City Governing Body by the applicant. Appeals shall be set for the next regularly scheduled City Council meeting.

(d) *Fees.* Catering, open container, and malt beverage permit fees shall be set by the City Governing Body.

(e) A catering, malt beverage, or open container permit shall authorize possession and consumption of alcoholic or malt beverages in open containers only for the specific time period and within the area described in the permit application and operational place.

(f) *Suspension/Revocation*. The Chief of Police or designee may suspend or revoke any catering, malt beverage or open container permit when the licensee, permittee, or person in charge is convicted of having violated Ordinance 4-5, or is shown by clear and convincing evidence to have knowingly failed to follow the operation plan as outlined in the permit application, or creates an emergency which constitutes an actual and immediate threat to the peace, bodily security and/or property of any member of the general public, or fails to follow orders of the Wyoming Department of Health.

An additional Section of Code shall be added following Code Section 4-8 and be titled as "4-8.1 Special Malt Beverage Permit". The Section shall read as follows:

(a) Special malt beverage permits shall follow the same application, renewal, transfer and new license issuance procedure and regulations as a retail liquor license and be subject to the following:

(1) Fees for a special malt beverage permit shall be set by the Governing Body.

(2) Special malt beverage permits shall only be authorized for public auditoriums, civic centers or event centers. For purposes of this section, the following definitions shall apply.

A. *Civic Center* – a building or facility owned by the State, municipality or division thereof, which is used for the purpose of conventions, exhibitions, sports, rodeos, concerts, public performances, carnivals or theatrical entertainment.

B. *Event Center* – a building or facility privately owned for the purpose of conventions, exhibitions, sports, rodeo, concerts, public performances, carnivals, theatrical entertainment or weddings and has a seating capacity of more than 50 people.

C. *Public Auditoriums* – a publicly owned building used for the musical performances or theatrical entertainment.

(3) A permit may be deemed operational for seasonal uses provided it has been approved as part of the plan of operation.

Ordinance 4-14 shall be repealed and restated to read and shall be retitled as follows:

LIQUOR LICENSE RENEWALS, TRANSFERS AND ORIGINAL ISSUANCE

(a) *Operational Requirements*. Retail Licenses, Bar and Grill Licenses, Resort Licenses, Club Licenses, Micro Brewery Permits, Restaurant Licenses and Winery Permits, shall be operational. In addition to requirements of Wyoming Statute, operational shall be determined by the following:

(1) A license or permit shall be deemed operational by offering for sale alcoholic liquor, malt beverages or wine at minimum 20 hours per week to the general public in a functional building whose primary purpose is the sale of alcoholic beverages.

(2) Any Licensee who fails to demonstrate an operational alcoholic or malt beverage license may be declared by the City Clerk to be non-operational, also known as "parked". A license may be parked by determination of the City Clerk or request of the licensee for a period of 1 year.

A. A license shall not be declared non-operational as a result of a closure of the licensee's building due to an epidemic or as the result of a fire, flood or acts of nature. Provided, a license may be declared non-operational should a licensee fail to make reasonable efforts to reopen in a timely manner.

(3) A Licensee shall be allowed to park the license for an additional (1) year period upon a finding of good cause by the Governing Body. A third one (1) year period may be granted by the Governing Body upon the finding of extraordinary circumstances.

A. Good Cause cannot be found as a result of a failure to sell a license unless the license is subject to a written contract to sell the license within thirty (30) after the end of the first year of being parked.

B. Extraordinary Circumstances shall only be determined to exist as a result of circumstances which were not identifiable prior to their occurrence. Examples include epidemics, acts of nature, fire, flood or death of a license holder.

(4) No license shall be allowed to be parked for a second or third year if the licensee is not eligible to have a nonoperational license per Wyoming Statute or Wyoming Liquor Division decision.

(5) A license's parked date shall be the date determined by the City Clerk as the date in which the license ceased to be operational.

(6) For any license which is not operational, unless an extension as defined herein has been granted, the City shall immediately begin a revocation proceeding pursuant to Wyoming Statute or, at the City's discretion, declare a license as not eligible for renewal.

(b) *Renewals*. All applications to renew licenses shall be submitted to the City Clerk's Office no later than November 1st. Any application which the City of Sheridan Clerk or the State of Wyoming designates as insufficient may be amended, corrected or updated provided such correction, amendment or update is submitted to the City Clerk no later than November 15th. Failure to provide a completed application by November 15th, shall cause the license application to be determined to be incomplete and not available for submission to the City Governing Body. No application for renewal may be submitted to the City Governing Body until certified as complete by the City Clerk. Any license which has not been approved by the Governing Body by December 1st of each year, shall not be eligible for renewal.

(c) *Required Forms*. All applications to renew, transfer or for a new license issuance shall be made on forms provided by the City Clerk and shall provide the information required by W.S.§12-4-102. In addition to other requirements, every renewal shall include an updated plan of operation.

(d) *Transfer Forms*. In addition to the statutorily required information, when the application for the issuance of a new license or for the transfer of an existing license changes the location of the licensed premises or dispensing area, or would change the persons owning the business, or would otherwise materially change the existing plan of operation for the license sought to be transferred, the City may require additional information, including:

(1) The applicant's business plan which confirms applicant's good faith projection of sales, number of employees and payroll and describes how its use of the license is likely to contribute to the best interest of the public.

(2) Whether the location of the establishment meets current zoning requirements, is compliant with the City Code (or will be made compliant with the City Code).

(3) Whether the location of the establishment would be beneficial for liquor or malt beverage sales.

(4) How the welfare of the citizens of the City of Sheridan, particularly those residing in the vicinity of the proposed location, would be impacted.

(5) The proximity of the licensed premises from a pari-mutuel betting establishment.

(6) Confirmation that the establishment is not part of a grocery type establishment. A strip mall type building configuration with no internal doorways between the establishments may be acceptable.

(7) Confirmation that the applicant will comply with the Alcohol Service Policies adopted by the Sheridan County Retail Liquor Dealer Association, as may be amended from time to time.

(8) Confirmation that the applicant will participate in the "Safe Rides" program or an equivalent City sponsored program.

(9) In addition to the criminal records to be disclosed pursuant to W.S.§12-4-102(a), the applicant shall also confirm for the five (5) years immediately before the application that they have:

(A) no criminal history that establishes prior conduct of illegal sale or distribution of narcotics or Schedule I, II, III or IV substances; or

(B) no convictions for violent offenses or financial crimes including fraud, embezzlement and/or tax evasion; or

(C) no established pattern of conduct that shows the applicant chronically or habitually abuses alcohol or other illegal substances to the extent their normal faculties are impaired. If the applicant is an entity, the information required in (A) through (C) shall apply to each person owning any interest of the entity either jointly or severally, in an amount of ten percent (10%) or greater.

(e) *Renewal, Transfer and Issuance Considerations:* The City Governing Body shall review and act upon all such applications made to it pursuant to W.S.§ 12-4-102 and be consistent with W.S.§ 12-4-104(b), which provides that a license or permit shall not consider to be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing of any of the following:

(1) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected; or

(2) The purpose of this Title shall not be carried out by the issuance, renewal or transfer of the license or permit; or

(3) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration; or

(4) The desires of the residents of the county, City will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or

(5) Any unpaid administrative fee assessed per Ordinance 4-13; or

(6) Any other reasonable restrictions or standards which may be imposed by the licensing authority.

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: _____

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:	First Reading for Ordinance #2224 Amending Chapter 4 Alcohol Ordinance - Brendon Kerns City Attorney
From:	
To:	Mayor and Council
CC:	
Date:	

Attachments

Memo
Ordinance 2224

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

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SHERYL S. BUNTING
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Licensed in WY

MEMORANDUM

Date: **July 15, 2020**
To: **City of Sheridan Mayor and Council**
RE: **Ordinance 2224**

Ordinance 2224 will amend City of Sheridan Chapter 4 concerning alcohol. Over the past two years, City Staff and Council have struggled with three items that were not addressed in the current code. Specifically; (1) Special Malt Beverage Permits; (2) Definition of "parked license"; and (3) renewal procedures.

Special Malt Beverage Permits

A Special Malt Beverage Permit allows for the sale of malt beverages at a civic center, auditorium, or event center. There are no definitions in statute as to what a civic center, auditorium or event center is. Further, there is nothing in Code that sets forth the application procedure and requirements with regard to such permits. The proposed ordinance provides the necessary definitions and the process of obtaining the permit.

Non-Operational "Parked" Licenses

Over the last two years, the City Governing Body has been confronted with multiple issues when determining whether a license is non-operational, when a license may be non-operational for more than one year, and what happens when a license is no longer eligible to be parked. Wyoming Statute is severely lacking in these areas.

The proposed ordinance will allow the Clerk to determine when a license has become parked. A second or third year may only be granted by the Governing Body after having found good cause or extraordinary circumstances, respectively. A license shall not be considered parked if the owner is closed as a result of an epidemic or act of nature. The licensee will, however, be required to make reasonable efforts to open in a timely manner.

Renewals

The City Clerk has had a continual problem with alcohol license holders failing to provide completed applications in a timely manner. The only filing deadlines apply to the State Liquor Division. Specifically, the State Liquor Division must review the application 10 days prior to the Governing Body approving the license, and the application must be approved by the Governing Body 30 days before the end of the year in order to provide the State with sufficient time for their formal approval. Thus, the Governing Body has routinely been required to hold

special meetings and the Clerk has been required to put in an exorbitant amount of effort because of the failure of certain license holders.

The proposed ordinance change would require all applications to be filed by November 1st of each year. The application will then be submitted to the State for review. Should an application be inadequate, the application can be amended until November 15th. If a licensee fails to provide a completed application by the 15th, the application will not be eligible for submission to the Governing Body. Should an application fail to be approved by the Governing Body by December 1st, the license will not be eligible for renewal. The proposed process follows the general requirement set forth by Wyoming Statute. See W.S. §12-4-104.

KERNS & BUNTING, LLC

Brendon Kerns

Ordinance 2224

AN ORDINANCE AMENDING AND UPDATING CHAPTER 4 OF THE CITY OF SHERIDAN MUNICIPAL ORDINANCES CONCERNING LIQUOR LICENSES, SPECIFICALLY;

WHEREAS, the City of Sheridan Governing Body is the liquor license local licensing authority pursuant to W.S. § 12-4-101 et.al.; and

WHEREAS, the City has identified ambiguities within the Wyoming State Statute and City Ordinance which require clarification;

WHEREAS, the City is authorized by W.S. § 12-4-504 et.al. regarding special malt beverage permits;

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

Ordinance 4-8 shall be repealed and restated to read and shall be retitled as follows:

4-8 Catering, Malt Beverage, Open Container

(a) *Applications*. Applications for catering permits, malt beverage permits and open container permits shall be made on a form approved and provided by the City Clerk as follows:

(1) Applications shall be submitted no less than three (3) weeks prior to the event;

(2) The applicant's name, address and phone number, along with the name, date, time and location of the event;

(3) An operation plan for the event including a short summary of the reason for the request and the activities proposed for the event;

(4) A description or drawing of the area(s) in which the possession and consumption of alcoholic beverages will occur and what safeguards will be in place at the desired location to ensure that minors will not possess or consume alcoholic or malt beverages;

(5) The names and ages of the qualified persons, who are known by the applicant at the time of application, who are planned to dispense malt beverages or liquor;

(6) In addition, if the applicant is not the owner of the location where the event is proposed, the applicant shall attach a written statement from the landowner permitting the proposed activity, consumption and possession of alcoholic or malt beverages.

(b) *Catering Permits*. Catering permits can only be issued to retail and resort licensees; the applicant(s) name for each catering permit shall be the licensee's name as set forth on the retail or resort license.

(c) *City Considerations.* Applications for catering permits, malt beverage permits and open container will be reviewed by and approved or denied by the City Administrator or designee in consultation with the Chief of Police or the Chief's designee.

(1) *Catering/Malt Beverage Permit Considerations*. For catering permits, or malt beverage permits, information supplied by the applicant will be reviewed by the City Administrator or designee, in consultation with the Chief of Police, within one (1) week of the application submission, to determine if the proposed event/activity will cause a material adverse impact beyond the area described in the application. If no material adverse impact is identified, then the permit will be issued by the City Clerk.

(A) A proposed event/activity material adverse impact beyond the area described in the application may include an inability of adjacent businesses to operate, overcrowding which will impact adjacent properties, unreasonable noise and/or traffic disruption (by way of illustration only, an outdoor dance, band(s) or amplified sound or music using loudspeakers or a P.A. system, parking or vehicle traffic beyond existing capacity, or the closure of a public street). Upon a determination of a material impact beyond the area proposed in the permit, the permit application will be promptly presented to the City Governing Body for review and approval or denial at the next scheduled regular City Council meeting.

(2) *Open Container Permit Considerations.* Applications for open container permits shall include the applicants name, address, phone number, date, time(s) and location of the event. The application shall include a short summary of the reason for the permit and the proposed activities. Open container permits may be issued to allow the possession and consumption of alcoholic or malt beverages on public property. An open container permit for certain public property may include additional permits like a park permit or street closure permit.

(A) Applications will be reviewed by the Chief of Police or designee and the City Clerk or designee. Upon approval, the applicant shall post an open container sign at the event.

(3) *Appeals*. The City Administrator may submit an application for a catering permit, malt beverage permit or open container permit to the City Governing Body for consideration or any application which is denied may be appealed to the City Governing Body by the applicant. Appeals shall be set for the next regularly scheduled City Council meeting.

(d) *Fees.* Catering, open container, and malt beverage permit fees shall be set by the City Governing Body.

(e) A catering, malt beverage, or open container permit shall authorize possession and consumption of alcoholic or malt beverages in open containers only for the specific time period and within the area described in the permit application and operational place.

(f) *Suspension/Revocation*. The Chief of Police or designee may suspend or revoke any catering, malt beverage or open container permit when the licensee, permittee, or person in charge is convicted of having violated Ordinance 4-5, or is shown by clear and convincing evidence to have knowingly failed to follow the operation plan as outlined in the permit application, or creates an emergency which constitutes an actual and immediate threat to the peace, bodily security and/or property of any member of the general public, or fails to follow orders of the Wyoming Department of Health.

An additional Section of Code shall be added following Code Section 4-8 and be titled as "4-8.1 Special Malt Beverage Permit". The Section shall read as follows:

(a) Special malt beverage permits shall follow the same application, renewal, transfer and new license issuance procedure and regulations as a retail liquor license and be subject to the following:

(1) Fees for a special malt beverage permit shall be set by the Governing Body.

(2) Special malt beverage permits shall only be authorized for public auditoriums, civic centers or event centers. For purposes of this section, the following definitions shall apply.

A. *Civic Center* – a building or facility owned by the State, municipality or division thereof, which is used for the purpose of conventions, exhibitions, sports, rodeos, concerts, public performances, carnivals or theatrical entertainment.

B. *Event Center* – a building or facility privately owned for the purpose of conventions, exhibitions, sports, rodeo, concerts, public performances, carnivals, theatrical entertainment or weddings and has a seating capacity of more than 50 people.

C. *Public Auditoriums* – a publicly owned building used for the musical performances or theatrical entertainment.

(3) A permit may be deemed operational for seasonal uses provided it has been approved as part of the plan of operation.

Ordinance 4-14 shall be repealed and restated to read and shall be retitled as follows:

LIQUOR LICENSE RENEWALS, TRANSFERS AND ORIGINAL ISSUANCE

(a) *Operational Requirements*. Retail Licenses, Bar and Grill Licenses, Resort Licenses, Club Licenses, Micro Brewery Permits, Restaurant Licenses and Winery Permits, shall be operational. In addition to requirements of Wyoming Statute, operational shall be determined by the following:

(1) A license or permit shall be deemed operational by offering for sale alcoholic liquor, malt beverages or wine at minimum 20 hours per week to the general public in a functional building whose primary purpose is the sale of alcoholic beverages.

(2) Any Licensee who fails to demonstrate an operational alcoholic or malt beverage license may be declared by the City Clerk to be non-operational, also known as "parked". A license may be parked by determination of the City Clerk or request of the licensee for a period of 1 year.

A. A license shall not be declared non-operational as a result of a closure of the licensee's building due to an epidemic or as the result of a fire, flood or acts of nature. Provided, a license may be declared non-operational should a licensee fail to make reasonable efforts to reopen in a timely manner.

(3) A Licensee shall be allowed to park the license for an additional (1) year period upon a finding of good cause by the Governing Body. A third one (1) year period may be granted by the Governing Body upon the finding of extraordinary circumstances.

A. Good Cause cannot be found as a result of a failure to sell a license unless the license is subject to a written contract to sell the license within thirty (30) after the end of the first year of being parked.

B. Extraordinary Circumstances shall only be determined to exist as a result of circumstances which were not identifiable prior to their occurrence. Examples include epidemics, acts of nature, fire, flood or death of a license holder.

(4) No license shall be allowed to be parked for a second or third year if the licensee is not eligible to have a nonoperational license per Wyoming Statute or Wyoming Liquor Division decision.

(5) A license's parked date shall be the date determined by the City Clerk as the date in which the license ceased to be operational.

(6) For any license which is not operational, unless an extension as defined herein has been granted, the City shall immediately begin a revocation proceeding pursuant to Wyoming Statute or, at the City's discretion, declare a license as not eligible for renewal.

(b) *Renewals*. All applications to renew licenses shall be submitted to the City Clerk's Office no later than November 1st. Any application which the City of Sheridan Clerk or the State of Wyoming designates as insufficient may be amended, corrected or updated provided such correction, amendment or update is submitted to the City Clerk no later than November 15th. Failure to provide a completed application by November 15th, shall cause the license application to be determined to be incomplete and not available for submission to the City Governing Body. No application for renewal may be submitted to the City Governing Body until certified as complete by the City Clerk. Any license which has not been approved by the Governing Body by December 1st of each year, shall not be eligible for renewal.

(c) *Required Forms*. All applications to renew, transfer or for a new license issuance shall be made on forms provided by the City Clerk and shall provide the information required by W.S.§12-4-102. In addition to other requirements, every renewal shall include an updated plan of operation.

(d) *Transfer Forms*. In addition to the statutorily required information, when the application for the issuance of a new license or for the transfer of an existing license changes the location of the licensed premises or dispensing area, or would change the persons owning the business, or would otherwise materially change the existing plan of operation for the license sought to be transferred, the City may require additional information, including:

(1) The applicant's business plan which confirms applicant's good faith projection of sales, number of employees and payroll and describes how its use of the license is likely to contribute to the best interest of the public.

(2) Whether the location of the establishment meets current zoning requirements, is compliant with the City Code (or will be made compliant with the City Code).

(3) Whether the location of the establishment would be beneficial for liquor or malt beverage sales.

(4) How the welfare of the citizens of the City of Sheridan, particularly those residing in the vicinity of the proposed location, would be impacted.

(5) The proximity of the licensed premises from a pari-mutuel betting establishment.

(6) Confirmation that the establishment is not part of a grocery type establishment. A strip mall type building configuration with no internal doorways between the establishments may be acceptable.

(7) Confirmation that the applicant will comply with the Alcohol Service Policies adopted by the Sheridan County Retail Liquor Dealer Association, as may be amended from time to time.

(8) Confirmation that the applicant will participate in the "Safe Rides" program or an equivalent City sponsored program.

(9) In addition to the criminal records to be disclosed pursuant to W.S.§12-4-102(a), the applicant shall also confirm for the five (5) years immediately before the application that they have:

(A) no criminal history that establishes prior conduct of illegal sale or distribution of narcotics or Schedule I, II, III or IV substances; or

(B) no convictions for violent offenses or financial crimes including fraud, embezzlement and/or tax evasion; or

(C) no established pattern of conduct that shows the applicant chronically or habitually abuses alcohol or other illegal substances to the extent their normal faculties are impaired. If the applicant is an entity, the information required in (A) through (C) shall apply to each person owning any interest of the entity either jointly or severally, in an amount of ten percent (10%) or greater.

(e) *Renewal, Transfer and Issuance Considerations:* The City Governing Body shall review and act upon all such applications made to it pursuant to W.S.§ 12-4-102 and be consistent with W.S.§ 12-4-104(b), which provides that a license or permit shall not consider to be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing of any of the following:

(1) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected; or

(2) The purpose of this Title shall not be carried out by the issuance, renewal or transfer of the license or permit; or

(3) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration; or

(4) The desires of the residents of the county, City will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or

(5) Any unpaid administrative fee assessed per Ordinance 4-13; or

(6) Any other reasonable restrictions or standards which may be imposed by the licensing authority.

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: _____

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Public Hearing for Resolution # 27-20, Brooks Street Right-of-Way Vacation - Community Development Director Wade Sanner
From:	
To:	Mayor and Council
CC:	
Date:	

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 #27-20, Brooks Street Right-of-Way Vacation - Community Development Director Wade Sanner
From:	Lane Thompson, Public Works Director
To:	Mayor and Council
CC:	
Date:	07/14/2020

Discussion:

Sheridan County, is requesting the vacation of South Brooks Street between West Whitney Street and West Burkitt Street. The County is requesting the street vacation due to traffic safety concerns.

Background:

Brooks Street has an 80-foot wide right-of-way, and a 32-foot grade change with a 13% slope. During winter months, Brooks Street becomes very icy and is difficult for traffic to stop at the stop sign at the bottom of the hill. Due to these icy conditions, Brooks Street is closed during the majority of the year.

Further, visibility is an issue at the crest of the hill creating potential vehicle pedestrian conflicts at the intersection of Brooks Street and Burkittt Street. There is an existing parking lot on the west side of Brooks Street that is used for the Sheridan County Courthouse. Pedestrians that park their vehicles in this lot must then cross Brooks Street at this intersection in order to access the courthouse. The pedestrian crossing is difficult to see traveling northbound on Brooks Street due to topography and the street grade.

Sheridan County has explored vacating Brooks Street for a number of years, but has not had the funds to do so. The County has applied for a grant, which would allow for funds to improve the existing right-of-way, rather than allow the deterioration of an abandoned street. The County is proposing to install a pavilion, pedestrian only access, and other amenities on the vacated street.

Potential Findings of Fact:

The vacation of platted right-of-way is governed by Sheridan City Code Appendix B §205. That section requires that in the case of a public right-of-way vacation, not associated with a subdivision plat, must be in accordance with the following findings:

1. Public rights-of-way or public easements which are dedicated under the provisions of these regulations, or laid out under any prior law of the State of Wyoming regulating plats, may be altered or vacated by resolution of the City Council, or in the case of an administrative replat, by action of the Public Works Director following a public hearing for which public notice has been given in a newspaper of general circulation at least seven days prior to the hearing.

2. When any streets and alleys are vacated, the area vacated shall be conveyed to all lots or parcels adjacent to the street or alley being vacated in equal proportions or as prescribed by the petitioners. When public grounds are

vacated, the area vacated shall be disposed of in accordance with Wyoming Statutes.

Note: There are other requirements contained in this section which apply to situations when the vacation request involves vacating lots and right-of-way in a subdivision.

Attachments

County Letter
Petition
Aerial
Survey
Letters
Residents petition
Resolution

SHERIDAN COUNTY
WYOMING EST. 1888

SHERIDAN COUNTY COMMISSION

TERRY CRAM • CHRISTI HASWELL • MIKE NICKEL • TOM RINGLEY • NICK SIDDLE

May 28, 2020

City of Sheridan/Public Works
Lane Thompson
55 E. Grinnell Plaza
Sheridan, WY 82801

Re: Continuing Brooks Street Vacation

Dear Lane:

Sheridan County would like to continue moving forward with the Brooks Street Vacation. We understand the City's need for a conceptual plan and time frame for the improvements to be made to this portion of Brooks Street.

Earlier this spring, we applied for a Transportation Alternative Program (TAP) to fund this project. During the site review, WYDOT staff recommended we apply for a feasibility study instead of moving forward with a construction grant. The study will provide a more in-depth review and design a plan for the improvements to be made to the portion of Brooks Street we are seeking to vacate. Sheridan County will apply for feasibility funding in June.

Sheridan County is requesting the City of Sheridan move forward with the vacation process. If the funding through the WYDOT TAP Grant is approved, we will be able to provide a timeline for the improvements to the vacated portion of Brooks Street and share with the City the design plans. In the meantime, we would like to place more substantial barriers at W. Whitney & S. Brooks and W. Burkitt until construction has been completed. In addition, we would like the City to leave the 3-way stop in place at the corner of W. Burkitt and S. Brooks. The 3-way stop has increased the safety of pedestrian crossing, slowed traffic, and allowed for a smooth flow through the intersection.

Please let us know us know what else you may need at this time to continue the vacation process for Brooks Street. The Sheridan County Commissioners appreciate your understanding and willingness to work with us through this process.

Sincerely,

Renee' Obermueller

Renee' Obermueller
Administrative Director

cc: Ken Muller, County Engineer
Paul D. Graslie, Lonabaugh & Riggs, LLP

224 South Main Street – Suite B1 – Sheridan, Wyoming 82801-4855
Phone: 307-674-2900 – Fax: 307-674-2909

Sheridan WYOMING NATURALLY

PETITION FOR RIGHT OF WAY VACATION

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

Pursuant to the provisions of Sheridan City Code Appendix B§ 205, and applicable state statutes, the undersigned landowner(s) respectfully petition and show the City Council as follows:

1. This is a petition for the vacation of right-of-way within the city limits of Sheridan, Wyoming, having a legal description as follows:

2. Sheridan County + Cal-Gal Holdings Co. LLC are the owners of the abutting property who have signed this petition for vacation.

3. A survey of the area sought to be vacated is attached hereto and made a part hereof.

4. The petitioners certify that they represent a majority of the property owners, owning a majority of the property abutting the right-of-way to be vacated.

5. Petitioners hereby request that said lands be vacated for the following reason(s):
Public Safety

Therefore, Petitioners pray said right-of-way be vacated pursuant to and in accordance with the applicable Wyoming Statutes and City Ordinances after proper notice and public hearing.

Dated this 8th day of January, 2020

Signed by the Petitioners (attach more sheets as necessary:

Nick Siddle

Nick Siddle, BOCC Chairman

Carla Sessions

Carla Sessions, owner
Cal-Gal Holding Company, LLC

STATE OF WY)
) ss
COUNTY OF Sheridan)

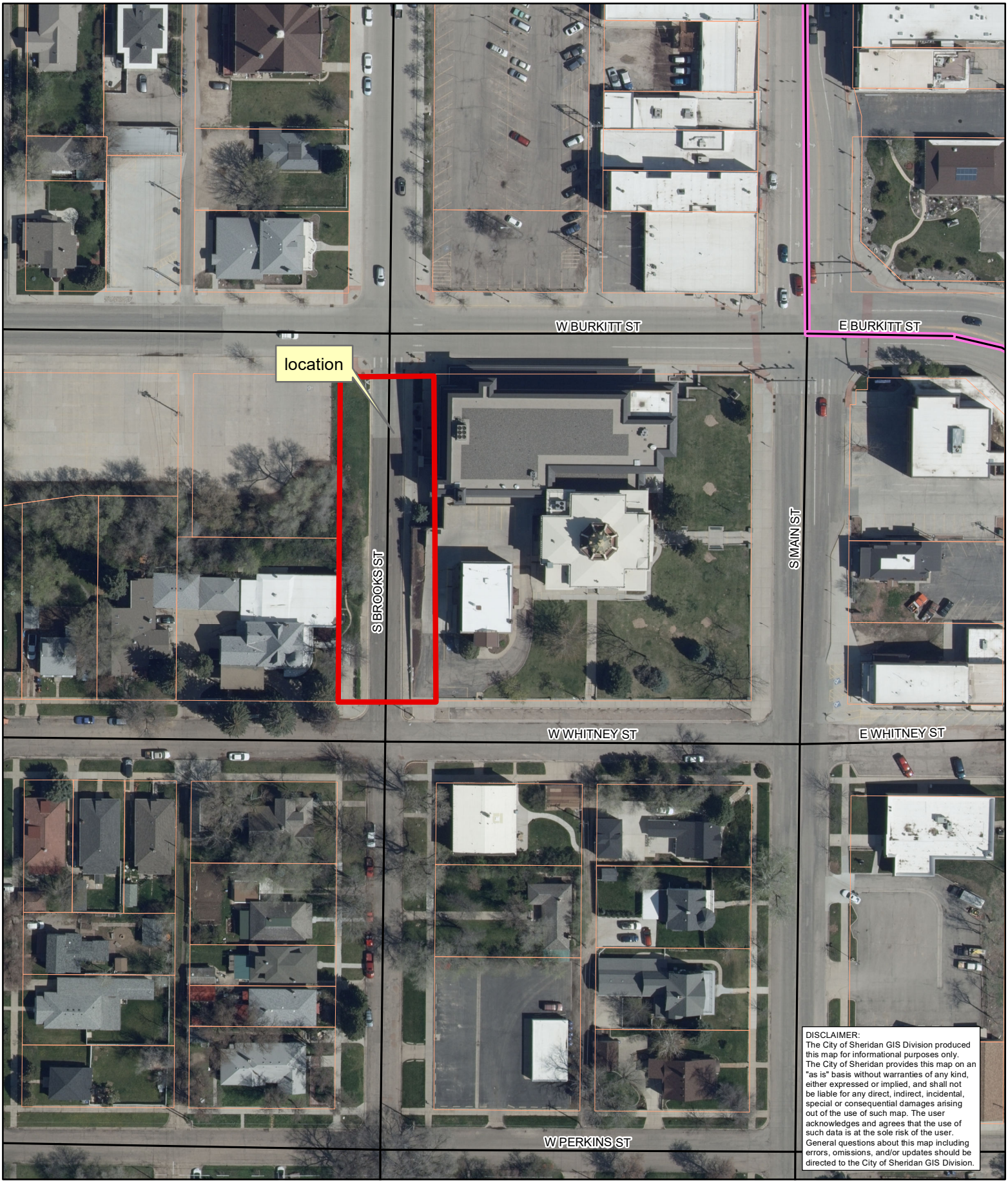
The above and foregoing was subscribed, sworn to, and acknowledged before me by Nick Siddle + Carla Sessions this 8 day of Jan., 2020

Eileen M. Evers

Notary Public

My Commission Expires: 11-28-2022

ELLEEN M. EVERS - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
My Commission Expires November 28, 2022



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

Brooks vacation

N

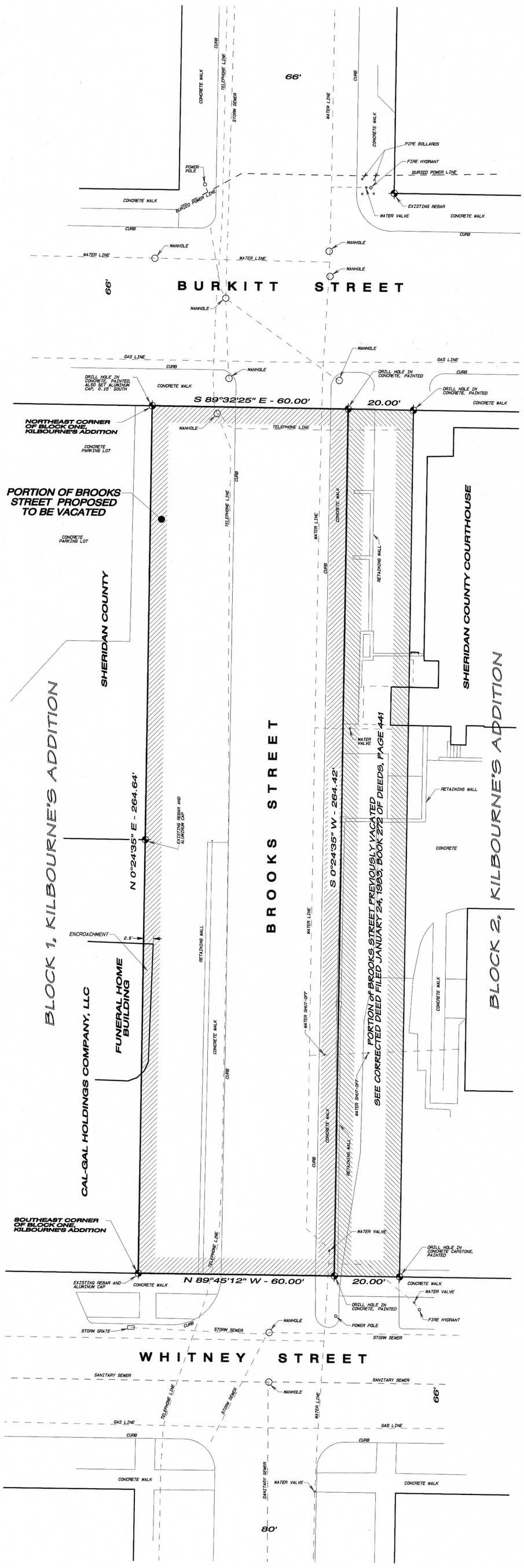
0 35 70 140 Feet

Name: sgoodman Date: 07/06/2020

DETAIL

GRAPHIC SCALE : 1"=20'

0 20 40 60



CERTIFICATE of SURVEYOR

State of Wyoming }
County of Sheridan } ss

I, David L. Randall, of Sheridan, Wyoming being a duly registered Professional Engineer and Land Surveyor in the State of Wyoming do hereby certify that this map was made from field notes of an actual survey performed in August and September of 2001.

This map correctly shows the location of features as they existed in September of 2001. Ownerships have been updated to reflect the current date of January 9, 2020.

Let it be known that modifications were made to this map in January of 2020 to prepare it for submittal to the City of Sheridan, Wyoming to accompany the Brooks Street Vacation request.

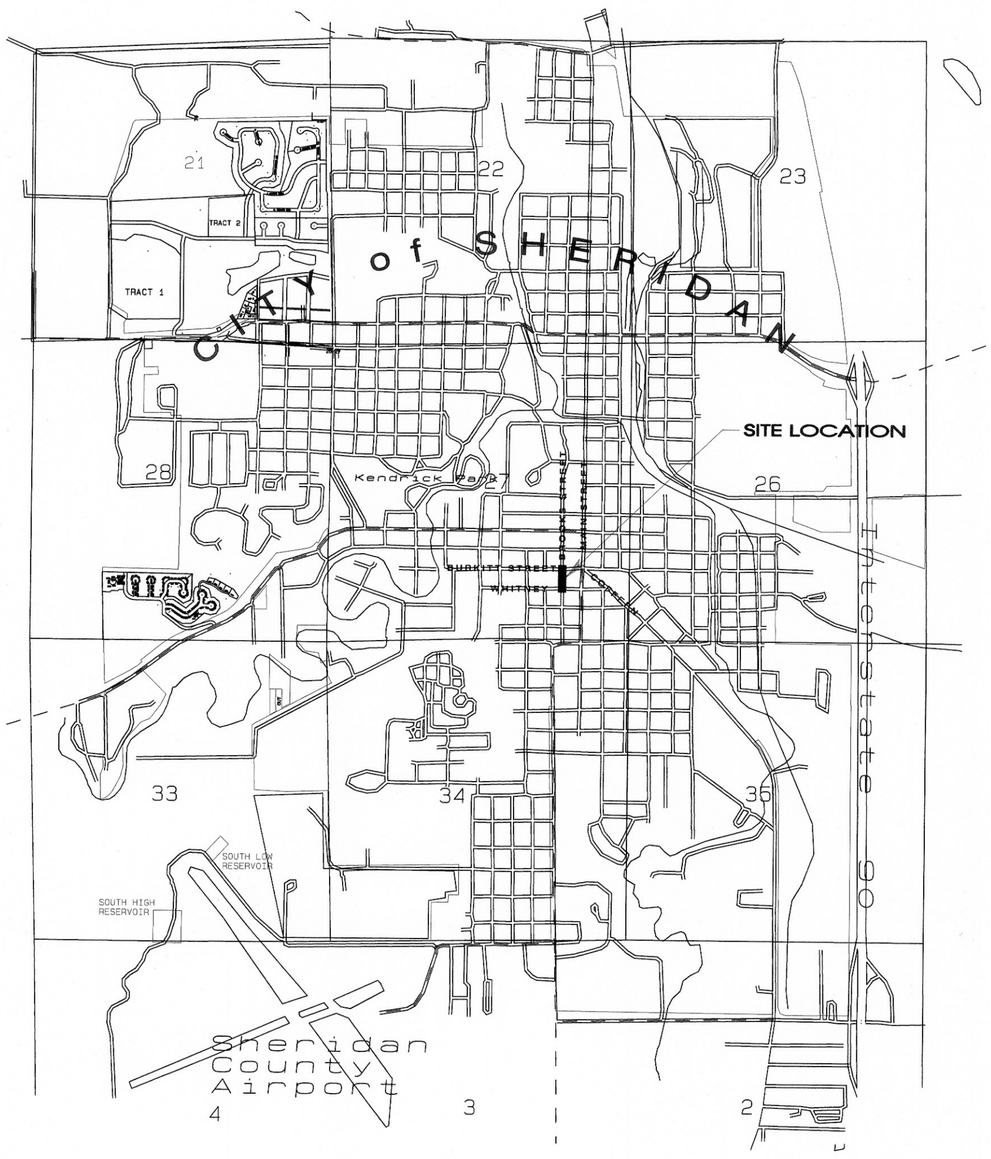
Registration No. 3159 PE & LS

Professional Engineer (Civil) & Land Surveyor
DAVID L. RANDALL
3159
CIVIL ENGINEER and LAND SURVEYOR
1/2
Date JANUARY 9 2020
WYOMING

David L. Randall

LOCATION

SCALE : 1" = 2000'.



CERTIFICATE of RECORDER

State of Wyoming }
County of Sheridan } ss

I hereby certify that this Survey Map was filed for record in my office at _____ O'Clock this _____ day of _____, 2020, and recorded in Drawer Number _____, Instrument Number _____.

COUNTY CLERK

DEPUTY COUNTY CLERK

N

MAP

showing

SURVEY of a PORTION of BROOKS STREET

and LOCATION of

EXISTING FEATURES

to accompany

REQUEST for VACATION of a PORTION of BROOKS STREET

situated in

KILBOURNE'S ADDITION

to the

TOWN, NOW CITY of SHERIDAN
SHERIDAN COUNTY, WYOMING

for

SHERIDAN COUNTY

224 SOUTH MAIN
SHERIDAN, WYOMING

REVISED JANUARY 9, 2020
REVISED DECEMBER 7, 2001
RANDALL ENGINEERING SURVEYS, SHERIDAN, WYOMING - SEPTEMBER 26, 2001

February 5, 2020

City of Sheridan
Attn: Sue Goodman

Dear Sue:

Charter/Spectrum Communications has no objections to the vacate a portion of the South Brooks Street between West Whitney and West Burkitt, in the Kilbourne's Addition to the town, now the City of Sheridan.

If you have any questions, please contact me at 763-1375.

Thanks,

Tom Legerski
Construction Supervisor
Charter/Spectrum Communications
Thomas.Legerski@Charter.com

SHERIDAN COUNTY COMMISSION

TERRY CRAM • CHRISTI HASWELL • MIKE NICKEL • TOM RINGLEY • NICK SIDDLE

January 31, 2020

CenturyLink
1695 Coffeen Avenue
Sheridan, WY 82801

Re: Vacation of Public Right-of-Way labeled as a portion of S. Brooks Street (portion between W. Whitney & W. Burkitt Streets)

To Whom it May Concern:

Sheridan County is requesting the City of Sheridan vacate a portion of S. Brooks Street, between W. Whitney and W. Burkitt Streets, in the Kilbourne's Addition to the Town, now City of Sheridan. Sheridan County will maintain and record legal easements for use by public utilities.

You are receiving this letter because you are a utility company potentially having an interest in this right-of-way. Sheridan City Code requires that prior to any alteration or vacation of a public right-of-way all utility companies be contacted in writing at least 30 days prior to the City Council's public hearing and the Council acting on this request.

Please contact the City of Sheridan within 30 days of the date of this letter, in writing, if you have an objection or concern regarding this proposed vacation.

Concerns, comments or objections may be sent to the City of Sheridan via US Postal Service or Email. Please contact:

Sue Goodman
City of Sheridan
P.O. Box 848
Sheridan, WY 82801

sgoodman@sheridanwy.net

Sincerely,

Renee' Obermueller

Renee' Obermueller
Administrative Director

cc: Sue Goodman, City of Sheridan

224 South Main Street – Suite B1 – Sheridan, Wyoming 82801-4855
Phone: 307-674-2900 – Fax: 307-674-2909

Sue Goodman <sgoodman@sheridanwy.net>

Vacation of a portion of Brooks St, Sheridan, WY

1 message

Dan Coughlin <dcoughlin@sheridancounty.com> Mon, Feb 3, 2020 at 11:13 AM
To: Renee Obermueller <robermueller@sheridancounty.com>
Cc: Anny Birkholz <abirkholz@sheridancounty.com>, Sue Goodman <sgoodman@sheridanwy.net>

Renee,

SAWSJPB has no easements or utilities within Brooks Street and has no objection to the proposed vacation.

Thanks,

Dan Coughlin

Project Manager

Sheridan Area Water Supply Joint Powers Board

2/18/2020

TO: Sue Goodman

Sue, I recieved your mailing concerning closing Brock St. between Whitney and Burkitt.

I would be in favor of doing so. In my opinion the hill there has become a safety concern. At the top there is no visibility and it is a wonder no one has been hurt. At the bottom likewise. In the morning and evening when the sun is low the visibility is bad.

I would also favor reinstalling pedestrian light at bottom of hill.

Thank you.

Charles Grimes

C. Grimes
324 So. Brooks
Sheridan, Wy.

Sue Goodman <sgoodman@sheridanwy.net>

Proposed closing of Brooks Street hill

1 message

Tessa Dalton <tessajdalton@googlemail.com> Mon, Feb 10, 2020 at 8:32 AM
To: sgoodman@sheridanwy.net

I couldn't be more delighted to learn that the Brooks Street hill may be officially closed. I have been hoping this would happen for over 25 years! Fingers crossed…

Tessa J Dalton
338 S Brooks Street
Sheridan WY 82801
307 674 5501 (h); 307 752 5501 (m)
tessajdalton@gmail.com

Sue Goodman <sgoodman@sheridanwy.net>

Brooks hill closure

1 message

Walter Wragge <lwwragge@yahoo.com> Fri, Feb 28, 2020 at 11:52 AM
To: sgoodman@sheridanwy.net

One of my neighbors sent me a copy of the letter that they received from the county re: permanent closure of the Ct. House Hill on Brooks. We received notification of this the last time it came up for consideration and don't know why we did not get one this time. We use the hill always except for the winter closure. We think the current 4 way stop is a beautiful solution. We understand the winter closure as ice would cause a problem at the bottom of the hill but when it is good weather, it certainly takes away traffic from Main St. which can get really busy. When summer comes, with tourists and kids out of school, the traffic really increases. With the possible change of traffic on Main (study that was done late this Fall) in the downtown area, it will definitely effect that proposal. One of our other concerns, is that emergency vehicles need to access that area, be it fire or an accident and it will really slow it down, to say nothing of how access to the back of the hill residences between Whitney and Burkitt when there is an emergency!
In the Winter, the people who live on the Whitney Hill, that goes down to Thurmond, also should be concerned about emergency access. There is not even an alley behind those homes! It is not the resident's fault that those house all got built on that hill. Let's make it safe for all! We live on the corner of Main and Perkins, and because the Champion Parking lot is behind us, we see how much traffic is on Brooks when the hill is open! We in turn, see increased traffic on Main, when Brooks is closed! Thanks for considering our thoughts and suggestions. Lois and Walt Wragge
Sent from my iPad

LAW OFFICES
LONABAUGH AND RIGGS, LLP
SUITE 110, 50 EAST LOUCKS STREET
DRAWER 5059
SHERIDAN, WYOMING 82801

DAN B. RIGGS
ROBERT G. BERGER
HAULTAIN E. CORBETT
DAVID C. SMITH*
MOLLY H. DOW*

J. KYLE HENDRICKSON **
PAUL D. GRASLIE

* ADMITTED IN COLORADO
**ADMITTED IN MONTANA

TELEPHONE (307) 672-7444
FAX (307) 672-2230
E-MAIL:
Lawyers@Lonabaugh.com

E. E. LONABAUGH
(1861-1938)

A.W. LONABAUGH
(1896-1971)

MICHAEL C. STEEL
(1974-2008)

E. E. LONABAUGH
(1923-2012)

February 10, 2020

Sue Goodman
City of Sheridan
P.O. Box 848
Sheridan, WY 82801

Re: Vacation of Public Right-of-Way labeled as a portion of S. Brooks Street

Dear Ms. Goodman:

Our firm represents Kevin and Carla Sessions, owners of Champions Funeral Home, Inc. and Cal-Gal Holdings Company, LLC (collectively the "Sessions"). The Sessions are in receipt of your February 6, 2020 letter regarding Sheridan County's proposal to vacate the portion of S. Brooks Street located behind Champions Funeral Home ("Champions").

The Sessions have been made aware that this proposal may impact, or require to be relinquished, certain easements or rights-of-way currently attached to the Champions' land. The Sessions are generally in favor of the overriding proposal to remove the street but would like more details about the design of the greenspace and the impact on Champions' real property interests. In addition, the Sessions would like the City/County to be cognizant of the large retaining wall that supports Champions' buildings and land. The City/County's plans need to take care not to damage the wall and the support it provides to Champions' buildings and lot.

The Sessions are happy to provide additional clarification if needed and look forward to working with the City/County on creating a new and vibrant public greenspace.

Sincerely,

LONABAUGH AND RIGGS, LLP

By: Paul D. Graslie

PDG/gk

SHERIDAN COUNTY COMMISSION

TERRY CRAM • CHRISTI HASWELL • MIKE NICKEL • TOM RINGLEY • NICK SIDDLE

February 24, 2020

Paul D. Graslie
Lonabaugh and Riggs, LLP
50 East Loucks Street, Suite 110
Drawer 5059
Sheridan, WY 82801

Re: Vacation of Public Right-of-Way labeled as a portion of S. Brooks Street

Dear Mr. Graslie:

Thank you for your letter addressing the concerns of your clients Kevin and Carla Sessions regarding the proposed vacation of a portion of S. Brooks Street.

It is the County's intention not to disturb the retaining walls on either side of S. Brooks Street. The tentative plan would be to remove the concrete roadway between W. Whitney Street and W. Burkitt Street, replacing it with greenspace and retaining any public utility easements. The sidewalks would be extended across the vacated property at both W. Whitney Street and W. Burkitt Street running East to West.

A map illustrating the Session's portion of the vacation is attached. The County would ask that the Session's consider relinquishing to the County either:

A) Approximately 1/4 of the entire vacated area to the East of Champion Funeral Home. (This would include the sidewalk which could be remove for more greenspace.)

B) Approximately 1/6 of the entire vacated area to the East of Champion Funeral Home. (Leaving the existing sidewalk in place and become a part of the Session's property.)

By relinquishing a portion of the proposed vacated S. Brooks Street, the County would assume the financial responsibility for the removal of the road, extension of the sidewalks and establishment of the greenspace.

Please let us know how your clients would like to proceed so we may develop the plan required by the City.

Sincerely,

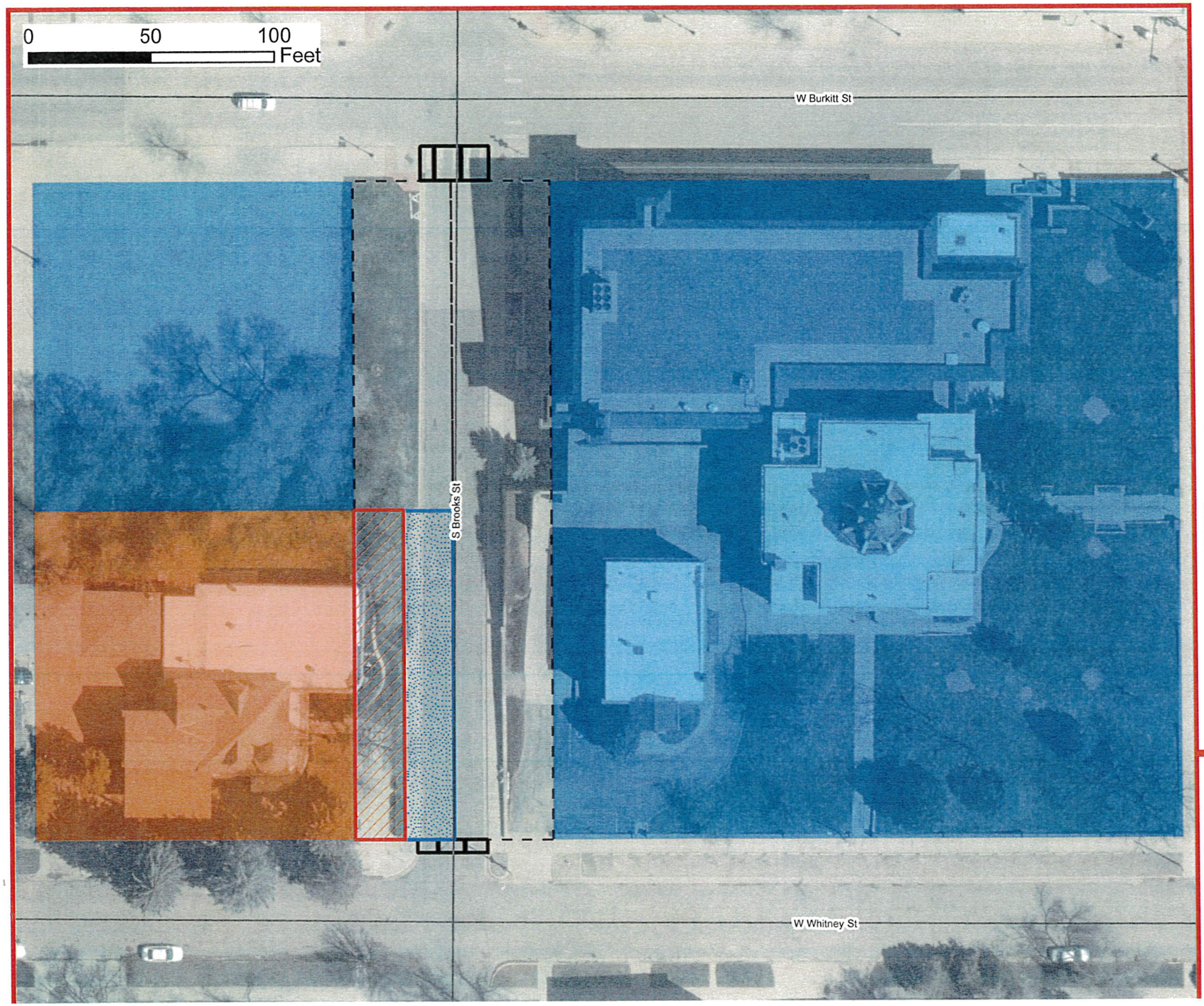
Renee' Obermueller

Renee' Obermueller
Administrative Director

cc: Sue Goodman, City of Sheridan

224 South Main Street – Suite B1 – Sheridan, Wyoming 82801-4855
Phone: 307-674-2900 – Fax: 307-674-2909

A: Remove west sidewal



Petition to Vacate a Road: Portion of Brooks St.

Sessions Portion

County Portion

Sidewalk

Parcels

Sheridan County

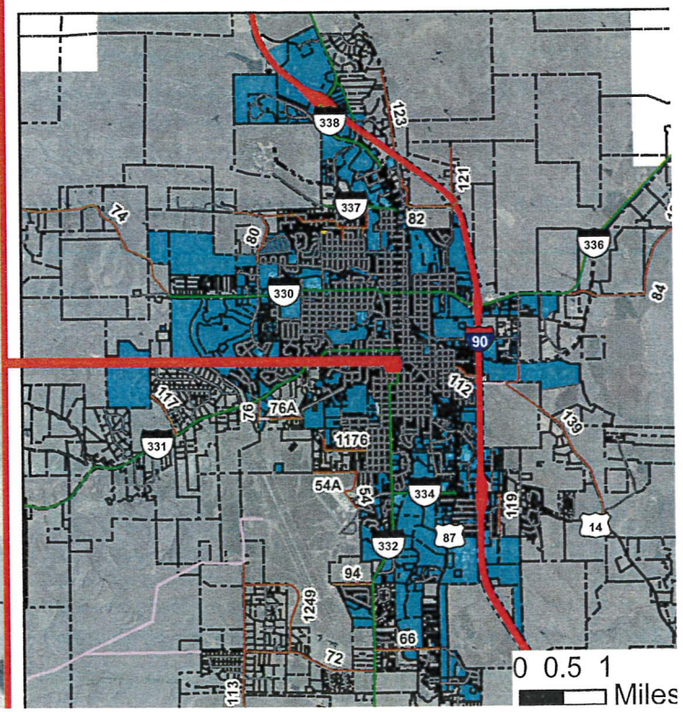
Session

North

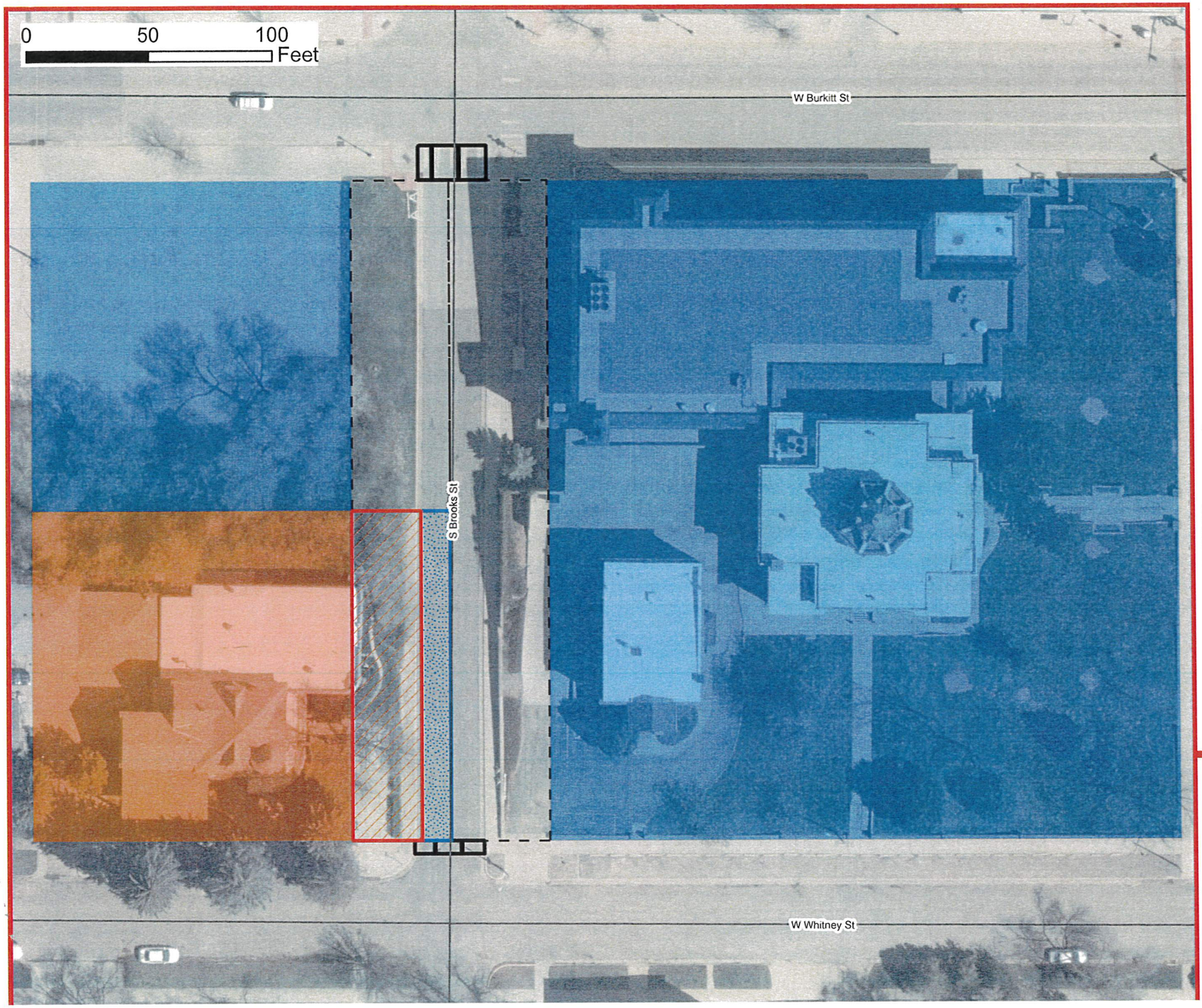
SHERIDAN COUNTY WYOMING EST 1888

Sheridan County G.I.S.

Disclaimer: Sheridan County provides this map on an "as is" basis without warranties of any kind, and is intended for illustrative purposes only. Sheridan County assumes no liability for actions taken by users based on the information shown.



B: Retain west sidewal



Petition to Vacate a Road: Portion of Brooks St.

SessionsPortion

CountyPortion

Sidewalk

Parcels

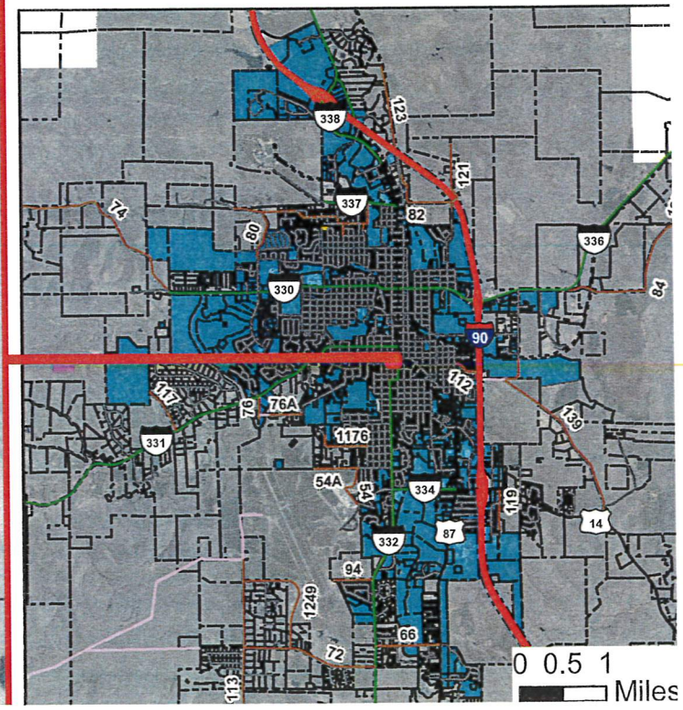
Sheridan County

Session

North SHERIDAN COUNTY WYOMING EST 1888

Sheridan County G.I.S.

Disclaimer: Sheridan County provides this map on an "as is" basis without warranties of any kind, and is intended for illustrative purposes only. Sheridan County assumes no liability for actions taken by users based on the information shown.



change.org

Recipient: Residents of Sheridan County

Letter:

Greetings,

County Commissioners of Sheridan County,

Please seriously consider keeping Brooks Street Hill next to the court house, open. The 4 way stop was just installed, and rather than let that new solution work, as a means of making the intersection with Burkitt safer, you are now comparing apples and oranges and saying this newly designed intersection won't work, even though the old problems were caused by having no stop sign on east-west Burkitt. This is a much needed artery and should not be closed.

Signatures

Name	Location	Date
Mark Carroll	~~Dallas, TX~~ Sheridan, WY	2020-06-20
Kerrie Kimmel	Sheridan, WY	2020-06-20
Carolyn yates	sheridan, WY	2020-06-20
Katie Gaddy	Sheridan, WY	2020-06-20
bill bohm	Sheridan, WY	2020-06-20
Brittney Laird	Sheridan, WY	2020-06-20
Jeff Huggins	Sheridan, WY	2020-06-20
Jennifer Reed	Sheridan, WY	2020-06-20
Catherine Buckingham	Bighorn, WY	2020-06-20
John Marrs	Sheridan, WY	2020-06-20
Amanda Lawrence	Sheridan, WY	2020-06-20
Atticus Garrett	US	2020-06-20
Toni Orum	Sheridan, WY	2020-06-20
Charles Shipley	Dallas, WY	2020-06-20
Holly Huggins	Rigby, ID	2020-06-20
Emily Badgett	US	2020-06-20
Karine Tudoe	1379 avoca pl apt 5, WY	2020-06-20
Jane Stuessy	Sheridan, WY	2020-06-20
John Johnson	Sheridan, WY	2020-06-20
Alicia Hotchkin	US	2020-06-20

Name	Location	Date
Isabella Arizona	Sheridan, WY	2020-06-20
Jana Goldhammer	Sheridan, WY	2020-06-20
Keri Lentz	Sheridan, WY	2020-06-20
patti olesen	Story, WY	2020-06-20
Jenifer Martinez	Greeley, CO	2020-06-20
Tracee Davis	Sheridan, WY	2020-06-21
Charlene Williams	Sheridan, WY	2020-06-21
Kelly Thornton	Sheridan, WY	2020-06-21
Charlotte Bohren	Sheridan, WY	2020-06-21
Chloe Bradley	Sheridan, WY	2020-06-21
cyndie stees	Gillette, WY	2020-06-21
Randy Olsen	Sheridan, WY	2020-06-21
Melvin Kelly	Sheridan, WY	2020-06-21
Karissa Dickson	Sheridan, WY	2020-06-21
Liz Mills	Sheridan, WY	2020-06-21
Cindy Davis	Sheridan, WY	2020-06-21
Deborah Sustrich	Sheridan, WY	2020-06-21
Marie Feist	Sheridan, WY	2020-06-21
MARY WILSON	Sheridan, WY	2020-06-21
Sharon Cunningham	Banner, WY	2020-06-21
Kristy Dooley	Sheridan, WY	2020-06-21
Maureen Legerski	Sheridan, WY	2020-06-21

Name	Location	Date
Chloe Schilling	Sheridan, WY	2020-06-21
Brandan Strahan	Sheridan, WY	2020-06-21
Heidi Parker	Sheridan, WY	2020-06-21
Syrenda Hepp	Sheridan, WY	2020-06-21
Taylor vasco	Ranchester, WY	2020-06-21
Tonna Thomas	Cheyenne, WY	2020-06-21
Ariel Downing	Sheridan, WY	2020-06-21
Dustin Shaw	Sheridan, WY	2020-06-21
Ken Stites	Sheridan, WY	2020-06-21
Ivy Larson	Sheridan, WY	2020-06-21
Walter Wragge	Sheridan, WY	2020-06-21
Tiffany Shaw	Sheridan, WY	2020-06-21
Julie Harrison	Sheridan, WY	2020-06-21
Barb Brettin	Sheridan, WY	2020-06-21
kayla ottema	Sheridan, WY	2020-06-21
Julie Gerlach	Banner, WY	2020-06-21
Ron Gorzalka	Sheridan, WY	2020-06-21
Amanda Frey	US	2020-06-21
Johnel Solberg	Buffalo, WY	2020-06-21
Shelly Jelly	Banner, WY	2020-06-21
Carrie Fritz	Sheridan, WY	2020-06-21
Bill Perry	Sheridan, WY	2020-06-21

Name	Location	Date
Carrie Prado	Sheridan, WY	2020-06-21
Tara swamy	Sheridan, WY	2020-06-21
sara ferber	Sheridan, WY	2020-06-21
Wendy Gale	Sheridan, WY	2020-06-21
Steven davey	Denver, CO	2020-06-21
Diana McCoy	Sheridan, WY	2020-06-21
Clara Syring	Sheridan, WY	2020-06-21
Gabrielle Bowers	Sheridan, WY	2020-06-21
Julie Dahlin	Sheridan, WY	2020-06-21
Lisa kramer	Sheridan, WY	2020-06-21
Lindsey Ennis	Sheridan, WY	2020-06-21
Billie Schott- Smith	Sheridan, WY	2020-06-21
Jill Scott	Sheridan, WY	2020-06-21
carla jaeb	sheridan, WY	2020-06-21
Wayne Baumann	Sheridan, WY	2020-06-21
Chris Wenn	Sheridan, WY	2020-06-21
Deborah Corley	Sheridan, WY	2020-06-21
Bailey Brenneman	US	2020-06-21
Sarah Mercer	Sheridan, WY	2020-06-21
Matai Trampe	Sheridan, WY	2020-06-21
Katy Bittner	Sheridan, WY	2020-06-21
CJ Clem	Sheridan, WY	2020-06-21

Name	Location	Date
Doreyna Kumor	Greybull, WY	2020-06-22
Karyn Fuller	Sheridan, WY	2020-06-22
Aggie Simurdak	Sheridan, WY	2020-06-22
Rebecca Simurdak	Sheridan, WY	2020-06-22
Sharon Krueger	Sheridan, WY	2020-06-22
Mandi Williams	Sheridan, WY	2020-06-22
Lorean Newbrough	Sheridan, WY	2020-06-22
Taryn Postma	Sheridan, WY	2020-06-22
savanah williams	Sheridan, WY	2020-06-22
Tom Curtis	Sheridan, WY	2020-06-22
Christie Elliott	Gillette, WY	2020-06-22
Delece Faurot	Sheridan, WY	2020-06-22
Heath Hissong	Sheridan, WY	2020-06-22
Fr Amato	Sheridan, WY	2020-06-22
Rebecca Donaldson	Sheridan, WY	2020-06-22
Ruth Schaff	Sheridan, WY	2020-06-22
Vanessa curtis	Salt Lake City, UT	2020-06-22
Adam webb	Sheridan, WY	2020-06-22
Pamela Neel	Cheyenne, WY	2020-06-22
Jaime Aguado	Sheridan, WY	2020-06-22
Heather Mortensen	Sheridan, US	2020-06-22
Renny Barbula	West Valley City, UT	2020-06-22

Name	Location	Date
Dee Crawford	Sheridan, WY	2020-06-23
Ivy Harbour	Sheridan, WY	2020-06-23
Jake Townsend	Green River, WY	2020-06-23
Chanel Deroche	Columbus, US	2020-06-23
Jennifer Dart	Sheridan, WY	2020-06-23
Jay Calentine	Sheridan, WY	2020-06-23
Amber Schimka	Sheridan, WY	2020-06-23
Malia Smiley	Sheridan, WY	2020-06-23
Nicholas Wohlers	Arlington, TX	2020-06-23
Irs Fischer	Sheridan, WY	2020-06-23
Amanda Corley	Sheridan, WY	2020-06-23
Carola Schmidt	Sheridan, WY	2020-06-23
Jesse Woelber	Sheridan, WY	2020-06-23
Justin Roberts	Sheridan, WY	2020-06-23
Alyssa Yada	Sheridan, WY	2020-06-23
Cassidy Quarterman	Sheridan, WY	2020-06-23
Kim Meece	Sheridan, WY	2020-06-23
Richard Horton	Sheridan, WY	2020-06-23
Khyann Larsen	Powell, WY	2020-06-23
Andrew Chivers	Sheridan, WY	2020-06-23
Esther Reece	Sheridan, WY	2020-06-23
Shandra Berg	Sheridan, WY	2020-06-23

Name	Location	Date
nolan allgood	Buffalo, WY	2020-06-23
Toni Marosok	Sheridan, WY	2020-06-23
Gwen Turner	Sheridan, WY	2020-06-23
Rebecca Syler	US	2020-06-23
Shelly Morris	Sheridan, WY	2020-06-23
Elva Carroll	Sheridan, WY	2020-06-23
Charles Benson	Sheridan, WY	2020-06-23
Charlotte Smith	Carrollton, TX	2020-06-24
Patti Prestfeldt	Sheridan, WY	2020-06-24
Shane Buettner	Sheridan, WY	2020-06-24
Taylor Brinkerhoff	Gillette, WY	2020-06-24
Sage Zaring	Sheridan, WY	2020-06-24
Shelleen Smith	Sheridan, WY	2020-06-24
Zaceri Zaring	Sheridan, WY	2020-06-24
Gay Schaye	Lexington, KY	2020-06-24
Madeline Hutchison	Sheridan, WY	2020-06-24
Justin Stroup	Sheridan, WY	2020-06-24
Anyssa Gonzalez	Tulsa, OK	2020-06-24
jaime linesch	Liberty Township, OH	2020-06-24
Sidney Smith	Sheridan, WY	2020-06-24
Conrad Namtvedt	Sheridan, WY	2020-06-24
Gary Campbell	Sheridan, WY	2020-06-24

Name	Location	Date
Mary Carroll	Sheridan, WY	2020-06-24
Mindy Garner	Sheridan, WY	2020-06-24
Alissa Williams	Sheridan, WY	2020-06-24
Shiloh Joseph	Lakeland, US	2020-06-24
Diana Nguyen	Kent, US	2020-06-24
Maria Michaca	Coachella, US	2020-06-24
Melissa Roush	Sheridan, WY	2020-06-24
Nilu Poudel	Bedford, US	2020-06-25
Julia Gurgel de paulo	Orlando, US	2020-06-25
Melina Mejia	Las Vegas, US	2020-06-25
Rachel Bergman	Sheridan, WY	2020-06-25
Cindy Butler	Casper, WY	2020-06-25
Elaine Kristiansen	Sheridan, WY	2020-06-25
Susan Brayton	Sheridan, WY	2020-06-25
Jason Kukal	Sheridan, WY	2020-06-25
Katelyn Reckard	Sheridan, WY	2020-06-26
Megan Flint	Shinnston, WV	2020-06-26
Helyn Gnehn	Sheridan, WY	2020-06-26
Klay Condos	Sheridan, WY	2020-06-26
Pam H	Sheridan, WY	2020-06-26
Jane Rice	Sheridan, WY	2020-06-26
Duane Powers	Sheridan, WY	2020-06-26

Name	Location	Date
Jimmy Dunlap	Sheridan, WY	2020-06-27
Jennifer Reed	Sheridan, WY	2020-06-28
Jane Carroll	Labelle, FL	2020-06-29
andrew morris	Sheridan, WY	2020-06-29
Lee Helvey	Sheridan, WY	2020-07-03
Rene DeLuna	Sheridan, WY	2020-07-03

CITY OF SHERIDAN
Resolution 27-20

A RESOLUTION vacating a portion of the Brooks Street right-of-way, located in the Kilbourne Addition, between West Whitney Street and West Burkitt Street.

Whereas, the owner, Sheridan County, has petitioned the City Council requesting that a portion of the South Brooks Street right-of-way be vacated; and

Whereas, this request for a right-of-way vacation meets the requirements of Sheridan City Code §205;

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

That Brooks Street, located in the Kilbourne's Addition to the City of Sheridan, is hereby vacated.

Passed, approved and adopted this _____day of _____, 2020

_____
Roger Miller, Mayor

Attest:

_____
Cecilia Good, City Clerk

State of Wyoming)
)SS
County of Sheridan)

Subscribed and sworn to (or affirmed) before me this _____day of _____, 2020 by _____.

_____
Notary Public

My commission expires _____.

CITY OF SHERIDAN, WYOMING

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

Planning

MEMORANDUM

Project Name:	Consideration of Resolution #28-20, 1921 S Sheridan Ave. Easement Vacation - Community Development Director Wade Sanner
From:	Wade Sanner, Community Development Director
To:	Mayor and Council
CC:	
Date:	07/14/2020

Recommendation:

Staff recommends the City Council approve Resolution 28-20, vacating a 300 square foot utility easement located on Lot D RENEW Subdivision. Located at 1921 South Sheridan Avenue.

Discussion:

Notifications were sent to surrounding property owners and utility companies affected by the vacation. In evaluating whether or not the request meets the requirements of Sheridan City Code Appendix B §205, staff concluded the following.

1. ***The vacation does not abridge or destroy any of the rights and privileges of other proprietors in the platted area.***

In this case, the applicant owns the subject property.

2. ***The vacation does not close or obstruct any public highway.***

The vacation is not located in a public highway.

3. ***Proper notification has occurred to impacted parties and private utilities.***

The vacation is solely for utilities. No utilities are affected by this proposal as there are no utility lines in the easement.
Staff has no further comments at this time.

Background:

The applicant, Cosner Construction Company Rental Properties, LLC, is requesting a vacation of a 300 square foot utility easement located in the northwest corner of Lot D of the RENEW subdivision. The proposed easement vacation is to allow for future construction and improvement of the property.

Potential Findings of Fact:

Vacation of platted easement is governed by Sheridan City Code Appendix B §205. That section requires that in the case of an easement vacation the following be found to be true:

1. Public rights-of-way or public easements which are dedicated under the provisions of these regulations, or laid out under any prior law of the State of Wyoming regulating plats, may be altered or vacated by resolution of the City Council, or in the case of an administrative replat, by action of the Public Works Director following a public hearing for which public notice has been given in a newspaper of general circulation at least seven days prior to the hearing.
2. Prior consideration of any request to vacate or alter any platted public right-of-way or easement, the owner(s) of the land encumbered thereby must provide proof that all grantees having interest in the right-of-way/easement, including public and private utilities, have been notified twice in writing via certified mail of the owner's request to vacate or alter the easement. The first notification must occur at least thirty calendar days prior to any action by the City Council or Public Works Director. Alteration or vacation of the public right-of-way/easements may be considered as part of the subdivision application.
3. Any part of a plat may be vacated provided such vacating does not abridge or destroy any of the rights and privileges of other proprietors in said plat; and provided, further, that nothing contained in this section shall authorize the closing or obstruction of any public highways. The request for vacation shall be made by all the owners of lots within that portion of the plat sought to be vacated.
4. When any streets and alleys are vacated, the area vacated shall be conveyed to all lots or parcels adjacent to the street or alley being vacated in equal proportions or as prescribed by the petitioners. When public grounds are vacated, the area vacated shall be disposed of in accordance with Wyoming Statutes.

   Note: There are other requirements contained in this section which apply to situations when the vacation request involves vacating lots and right-of-way in a subdivision.

Attachments

Aerial

Vacation Petition

Exhibit

Resolution



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

Easement vacation

N

0 25 50 100 Feet

Name: sgoodman Date: 07/06/2020

PETITION FOR RIGHT OF WAY VACATION

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

Pursuant to the provisions of Sheridan City Code Appendix B§ 205, and applicable state statutes, the undersigned landowner(s) respectfully petition and show the City Council as follows:

1. This is a petition for the vacation of right-of-way within the city limits of Sheridan, Wyoming, having a legal description as follows:

2. ***Cosner Construction Rental Properties, LLC*** are the owners of the abutting property who have signed this petition for vacation.

3. A survey of the area sought to be vacated is attached hereto and made a part hereof.

4. The petitioners certify that they represent a majority of the property owners, owning a majority of the property abutting the right-of-way to be vacated.

5. Petitioners hereby request that said lands be vacated for the following reason(s): ***We wish to add to the existing building for the purpose of a decorative feature. This addition would extend on to the easement area. Vacating part of the easement would allow the necessary space for this proposed addition.***

Therefore, Petitioners pray said right-of-way be vacated pursuant to and in accordance with the applicable Wyoming Statutes and City Ordinances after proper notice and public hearing.

Dated this 15th day of June, 2020

Signed by the Petitioners (attach more sheets as necessary:

Jon Seidel

Jim Cosner

Eric Wolf

STATE OF Wyoming)
) ss
COUNTY OF Sheridan)

The above and foregoing was subscribed, sworn to, and acknowledged before me by Jon Seidel, Jim Cosner, and Eric Wolf this 15th day of June, 2020.

Notary Public Michelle Gieselman

My Commission Expires: June 19, 2023

MICHELLE GIESELMAN - NOTARY PUBLIC
COUNTY OF SHERIDAN
STATE OF WYOMING
My Commission Expires June 19, 2023

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

May 14, 2020

Mr. Jon Seidel
Cosner Construction
543 North Main Street
Sheridan, Wyoming 82801

Re: Description of Proposed Easement Vacation in Lot D of the Renew Subdivision, Sheridan, Wyoming.

A portion of a utility easement encumbering a tract of land situated in Lot D of the Renew Subdivision in the City of Sheridan, Wyoming; this tract of land being more particularly described as follows:

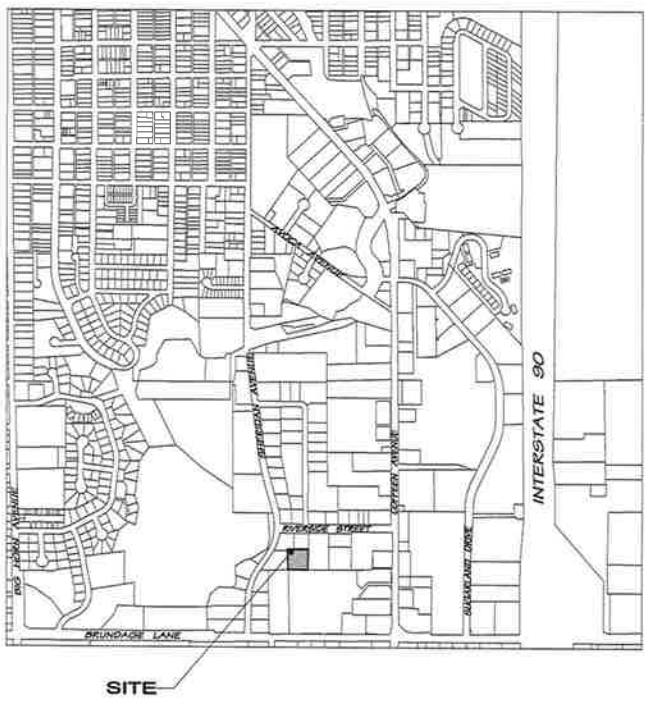
Beginning at a point which bears S 8°56'18" E a distance of 32.51 feet from the Northwest Corner of said Lot D; thence N 89°54'31" E for a distance of 60.00 feet; thence S 0°05'29" E for a distance of 5.00 feet; thence S 89°54'31" W for a distance of 60.00 feet; thence N 0°05'29" W for a distance of 5.00 feet to the point of beginning.

Said tract of land containing 300.0 Square Feet.



LOCATION

SCALE : 1" = 2000'



EXHIBIT

showing

PORTION of a UTILITY EASEMENT to be VACATED

situated in

LOT D

of the

RENEW SUBDIVISION

In the

CITY of SHERIDAN
SHERIDAN COUNTY, WYOMING

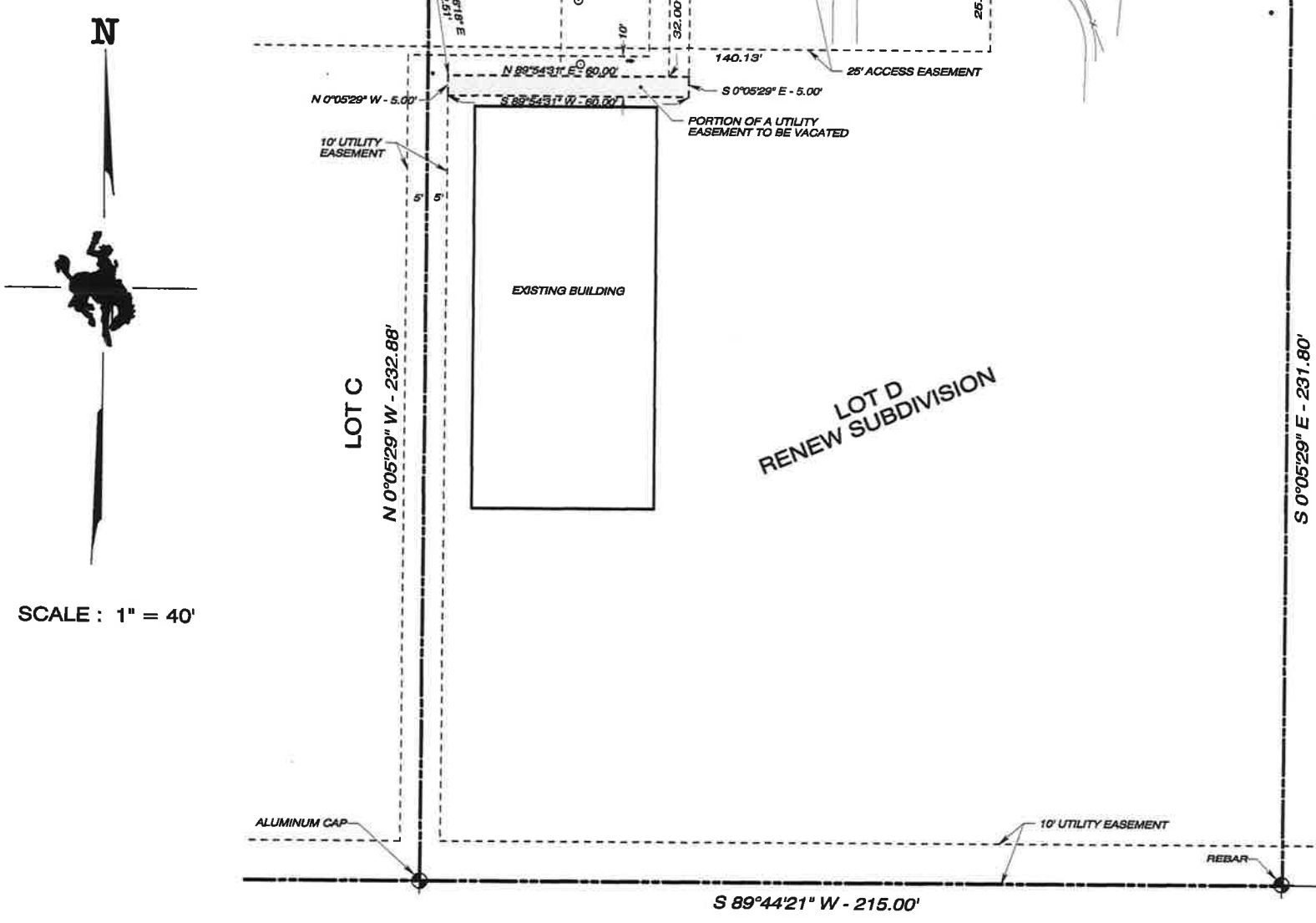
for

COSNER CONSTRUCTION COMPANY

543 NORTH MAIN STREET
SHERIDAN, WY 82801

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

PROPERTY IS ZONED M-1.



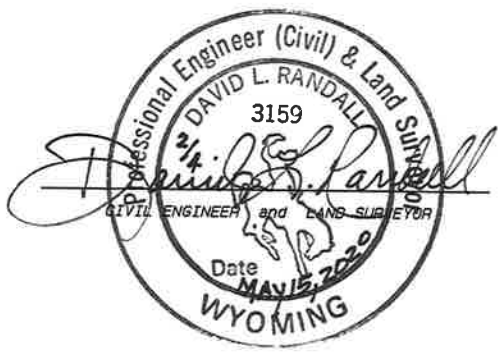
CERTIFICATE of SURVEYOR

State of Wyoming
County of Sheridan } ss

I, David L. Randall, of Sheridan, Wyoming being a duly registered Professional Engineer and Land Surveyor in the State of Wyoming do hereby certify that this map was made from records on file in the Sheridan County Clerk's office. It is also based on surveys I have performed previously.

This map correctly represents the area of the utility easement to be vacated.

Registration No. 3159 PE & LS



DRAWN BY REX RANDALL - MAY 14, 2020
RANDALL ENGINEERING SURVEYS - SHERIDAN, WYOMING

CITY OF SHERIDAN
Resolution 28-20

A RESOLUTION vacating a 300 square foot utility easement located at 1921 South Sheridan Avenue.

Whereas, the owner has petitioned the City Council requesting that a utility easement be vacated; and

Whereas, this request for a utility easement vacation meets the requirements of Sheridan City Code §205;

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

That 300 square foot utility easement, located at 1921 South Sheridan Avenue in the City of Sheridan, is hereby vacated.

Passed, approved and adopted this _____day of _____, 2020

_____
Roger Miller, Mayor

Attest:

_____
Cecilia Good, City Clerk

State of Wyoming)
)SS
County of Sheridan)

Subscribed and sworn to (or affirmed) before me this _____day of _____, 2020 by _____.

_____
Notary Public

My commission expires _____.

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Public Hearing of #28-20, 1921 S. Sheridan Avenue Easement Vacation - Community Development Director Wade Sanner
From:	
To:	Mayor and Council
CC:	
Date:	

CITY OF SHERIDAN, WYOMING

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

Planning

MEMORANDUM

Project Name:	Consideration of Resolution #17-20 for Trailside at Woodland Park, Subdividing the Property Located northeast of Coffeen Ave and Fleming Blvd - Community Development Director Wade Sanner
From:	Wade Sanner, Community Development Director
To:	Mayor and Council
CC:	
Date:	07/07/2020

Recommendation:

Staff recommends that Mayor and Council approve Resolution #17-20, a request to subdivide property, located northeast of Coffeen Ave and Fleming Blvd, to build patio homes.

Discussion:

Staff offers the following comments on preliminary 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.

The applicant is requesting a setback waiver for the setback along Fleming Boulevard for Lots 1, 17, 18, and 24. Staff feels that this request is self-imposed. These lots can be absorbed into the other lots of the subdivision making these lots larger and able to meet the required setbacks.

Proposed Lots 6 and 12 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.

- 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 will be connected to adjacent property's utility extensions and available to all the lots.

Staff has no further comments at this time.

Background:

Properties to the west across Coffeen Avenue, are large lot single-family homes in the County. The property to the north is a vacant lot zoned B-1. The properties to the east are single-family homes developed by the applicant and part of the Patio Homes at Woodland Park Subdivision. The properties are zoned R-3. The property to the south is a large single lot owned by the Church of God of Prophecy and used as a church. The property is zoned B-1.

The applicant is proposing a 28 lot subdivision at the corner of Coffeen Avenue and Fleming Boulevard. Four of the lots, lots 25, 26, 27, and 28, will be dedicated to WYDOT for future Coffeen right-of-way. Along the western property lines of lots 1, 2, 3, 4, 5 and 6 is a 20-foot utility easement. Along the northern property lines of lots 6, 7, 8, 9, 10, 11, and 12 is a 20-foot utility easement.

The applicant is showing the building envelope up against this 20-foot utility easement. Appendix A, Section 10 of the Sheridan Municipal Code, cornices, eaves, and chimneys may project not more than 18-inches into a required setback. Further, steps, open fire escapes, belt courses, sills and other ornamental features may project in to any yard. This setback encroachment will not apply to the west yard of lots 1, 2, 3, 4, 5 and 6 , and the north yard of lots 6, 7, 8, 9, 10, 11, and 12, because the homes could be built up to the utility easement. To ensure that ensure that no encroachment into the easement will occur, staff is requesting that the following notes be added to the plat:

Note 1: No fences, porches, eaves or other structures are allowed to encroach into the utility easement.

Note 2: Access to the existing sewer main running along the north and west property lines within the 20-foot easement cannot be blocked in any way with fencing or anything to impede doing maintenance or access to the sewer main.

Stormwater detention is not shown on the plat. Stormwater detention is required for this subdivision by the Public Works Department, and detention pond will need to be shown on the plat or negotiated with adjacent property owners. This issue is still being reviewed by staff and will be addressed at the time of the final plat.

The applicant is requesting two variances associated with this subdivision.

Variance 1: The applicant is requesting a setback waiver for the setback along Fleming Boulevard for Lots 1, 17, 18, and 24. Per Appendix A, Section 6 of the Sheridan Municipal Code, the setback between the adjacent street lines and the line of the building shall be 10 feet in depth. The applicant is requesting that the setback be reduced from 10 feet to 5 feet. The applicant states that meeting the 10-foot setback is difficult as it reduces the area for a home on these lots.

Variance 2: The applicant is requesting a variance from the depth-to-front ratio of 2.5 to 1. Per the Sheridan Municipal Code, Appendix B, Subsection 505, the depth-to-front ratio of lots shall not exceed 2.5 to 1. The applicant is requesting a variance from this provision for lots 6 and 12 to have a depth-to-front ratio of 3.05 to 1 for lot 6, and 3.24 to 1 for lot 12. The applicant states that the variance request is due to the shape of these to lots that have a greater depth than the other lots in the subdivision.

The applicant is not showing a detention pond on the plat. Staff has reviewed the proposal and the detention pond will be located in one of the lots along Coffeen. This will need to be designated as an out lot on the plat.

The existing home will remain on the southwest corner of the property, with the accompanying 2 accessory structures. These will remain on the property until the lots (Lots 1, 2, and 3) are sold. At this time, the home and accessory structures will be removed from the property by the developer. This agreement is codified in the development agreement.

Staff sent out 20 direct nearest neighbor notifications as part of this application, in addition to advertising in the Press and a sign posted on the property. Staff has received no comments to the notices.

Potential Findings of Fact:

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

- The City shall not approve any proposed subdivision of land which, by itself, or as a part of a larger tract, is contiguous to or completely surrounded by the boundaries of the City, unless the application is accompanied by a properly-acknowledged petition for annexation to the City.
- The City shall not approve any proposed subdivision of land which is within one mile of the corporate limits of Sheridan but not, at the time of submittal, eligible for annexation, unless the application is accompanied by a properly-acknowledged agreement not to contest future annexation proceedings.
- Every plat shall conform to the Zoning Ordinance currently adopted at the time of final plat approval.
- All new subdivision developments within the Airport Influence Area within the city limits of the City of Sheridan shall grant an Avigation Easement to the Sheridan County Airport.
- No subdivision shall be approved within the corporate limits of the City of Sheridan, or one mile thereof, unless City Public Works staff concludes that an adequate long-term water supply exists to support the proposed use and density of the subdivision In accordance with City adopted policy. City elected officials acting as Council representatives on other boards or committees that review development shall likewise consider long-range water supply in making any determination.

Attachments

Aerial

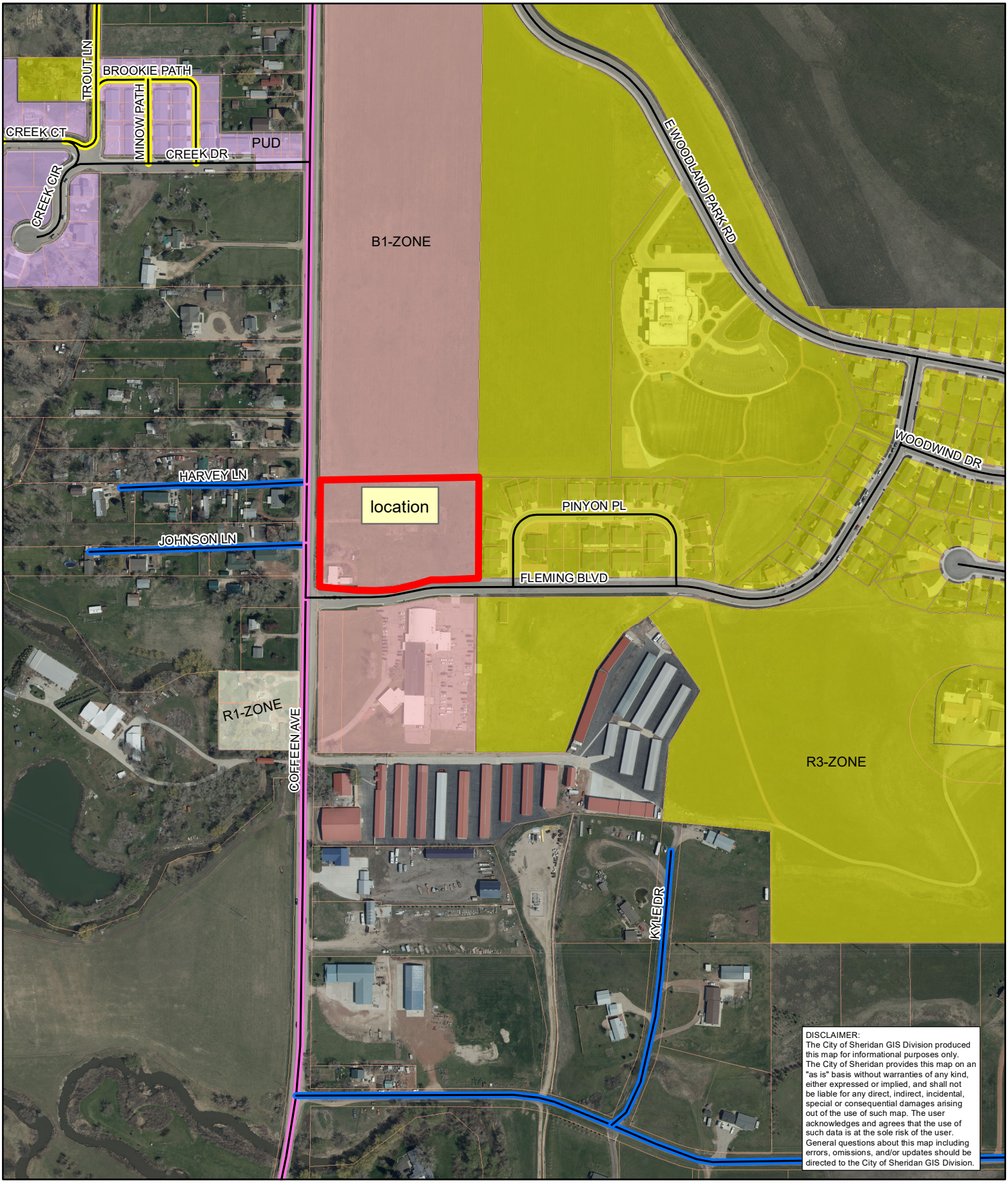
Variance Request Letter

Final Plat

Building Locations

Resolution

Development Agreement



CITY OF Sheridan WYOMING

Trailside at Woodland Park

N

0 137.5 275 550 Feet

Name: sgoodman Date: 03/06/2020

Wood Group USA, Inc.
2615 Aviation Dr.
Sheridan, WY 82801
United States
T: +1 3076756400
www.woodplc.com

Mr. Wade Sanner
Community Development Director
City of Sheridan
55 Grinnell Plaza
Sheridan, WY 82801

April 23, 2020

RE: Trailside Subdivision Variance Request

Dear Mr. Sanner,

We request that two variances be considered and approved by the City of Sheridan Planning Commission for the Trailside Subdivision.

Variance #1:

This variance request pertains to the depth to the setback along Fleming Boulevard per Sheridan Municipal Code Appendix A Zoning. Lots 1, 17, 18, and 24 in the proposed subdivision would be required to have a setback of 10' under the R-3 Residence District for corner lot as described in Section 6, Subsection C 1a and in Appendix B Section 4 Subsection 403 . We are asking that the setback on theses lots along Fleming Boulevard be reduced from the required 10' to 5', identical to the Side Yard minimum setback for R-3. The reason we are requesting this is there is a required 8' wide sidewalk along Fleming Boulevard with a 2.5' grass boulevard to the property line, along with the request variance will have all structures 15'± from Fleming Boulevard verses the required 20'±. All other setback requirements for R-3 Residence District will be adhered to within the subdivision and all buildings on Lots 1 – 24 will be required to front the newly constructed Clark Circle and no access will be allowed off of Fleming Boulevard for Lots 1, 17, 18, and 24. Meeting the 10' setback will be difficult and reduces the area for a building or structure within these lots.

Variance #2:

This variance request pertains to the depth to front ratio of 2.5 to 1 per Sheridan Municipal Code Appendix B Subdivision Regulations Section 5 Subsection 505 C 1. Lots 6 and 12 in the proposed subdivision, as shown in the table below, exceed the maximum depth to front ratio. The depth to front ration of the lots is largely a factor of the shape of the property resulting in these few lots with greater depth than other lots.

Lot #	Mid Lot Depth (measured in AutoCAD)	Frontage	Depth to Front Ratio
6	131.90	43.25	3.05
12	137.28	42.32	3.24

We do not believe that granting of this variance will be detrimental in any way to the public safety, health, welfare, or be injurious to the adjacent properties for the given reasons.

Sincerely,

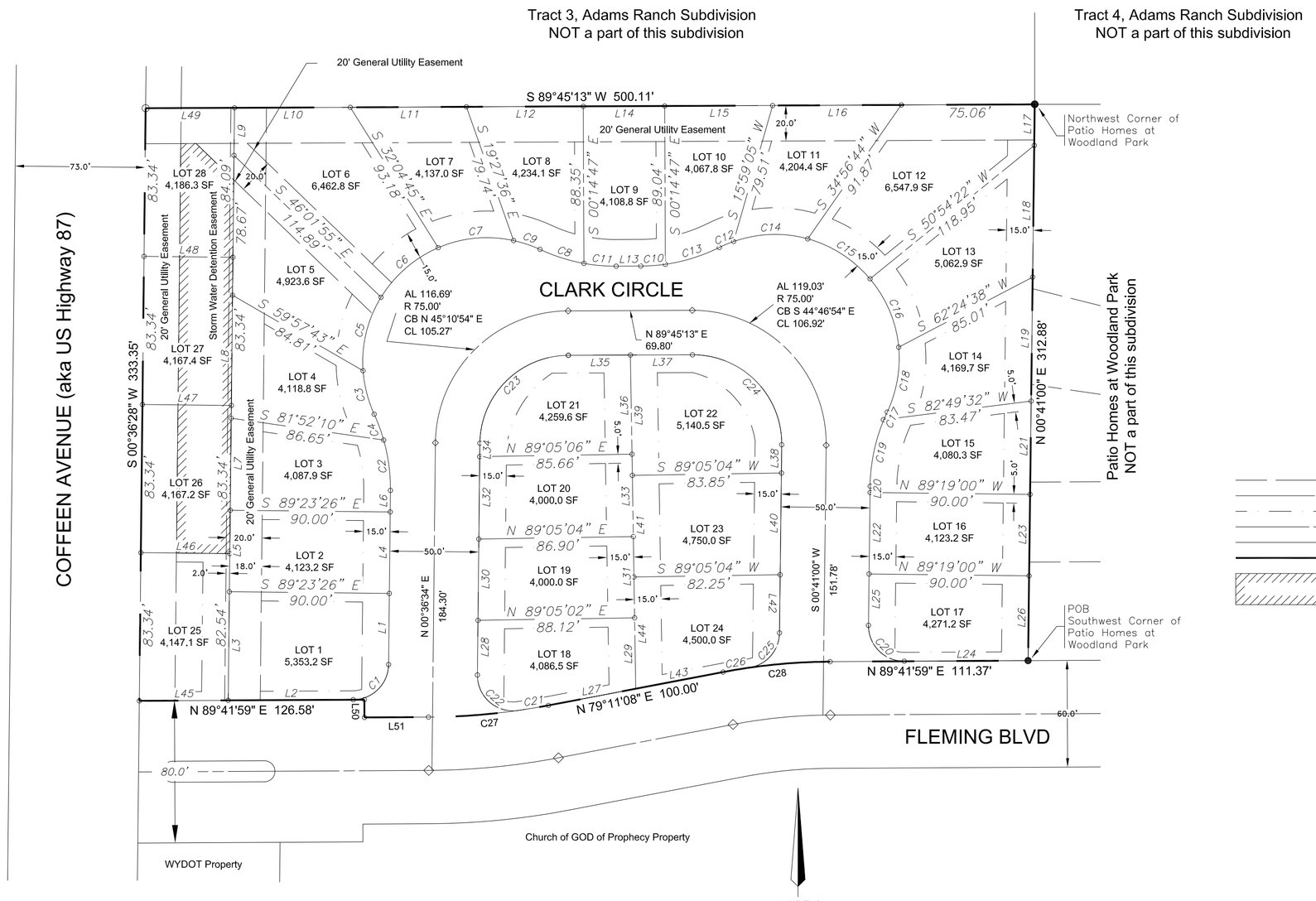
James R. Myers, PE & LSIT
Civil Engineering Manager

FINAL PLAT

TRAILSIDE AT WOODLAND PARK

A RESUBDIVISION OF TRACT 1, WOODLAND PARK SUBDIVISION - PHASE ONE
PATIO HOMES AT WOODLAND PARK, LLC. Owner
Located In A Part Of The
SE1/4NW1/4, SECTION 14, T55N, R84W,
6TH, P.M., SHERIDAN, WYOMING

LINE	BEARING	DISTANCE
L1	S 00°36'34" W	40.00'
L2	S 89°41'59" W	70.33'
L3	N 00°36'34" E	61.11'
L4	S 00°36'34" W	45.81'
L5	N 00°36'34" E	45.81'
L6	S 00°36'34" W	12.11'
L7	N 00°36'34" E	51.78'
L8	N 00°36'34" E	69.18'
L9	N 00°36'34" E	26.76'
L10	N 89°45'13" E	65.11'
L11	N 89°45'13" E	65.30'
L12	N 89°45'13" E	65.75'
L13	S 89°45'13" W	13.89'
L14	N 89°45'13" E	45.81'
L15	N 89°45'13" E	60.68'
L16	N 89°45'13" E	72.38'
L17	S 00°41'00" W	23.11'
L18	S 00°41'00" W	74.09'
L19	S 00°41'00" W	69.69'
L20	N 00°41'00" E	3.56'
L21	S 00°41'00" W	52.51'
L22	N 00°41'00" E	45.81'
L23	S 00°41'00" W	45.81'
L24	S 89°41'59" W	69.67'
L25	N 00°41'00" E	28.88'
L26	S 00°41'00" W	47.68'
L27	S 79°11'08" W	50.00'
L28	N 00°36'34" E	30.70'
L29	S 00°54'58" E	39.89'
L30	N 00°36'34" E	45.73'
L31	S 00°54'58" E	45.71'
L32	N 00°36'34" E	46.38'
L33	S 00°54'58" E	46.36'
L34	N 00°36'34" E	7.52'
L35	N 89°45'13" E	34.90'
L36	S 00°54'58" E	55.77'
L37	N 89°45'13" E	34.90'
L38	S 00°41'00" W	15.91'
L39	N 00°54'58" W	67.70'
L40	S 00°41'00" W	57.22'
L41	N 00°54'58" W	57.19'
L42	S 00°41'00" W	32.76'
L43	S 79°11'08" W	50.00'
L44	N 00°54'58" W	62.84'
L45	S 89°41'59" W	50.01'
L46	S 89°23'26" E	50.00'
L47	S 89°23'26" E	50.00'
L48	S 89°23'26" E	50.01'
L49	N 89°45'13" E	50.01'
L50	S 00°18'01" E	10.00'
L51	N 89°42'17" E	36.02'



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	20.00'	31.10'	S 45°09'16" W	28.06'
C2	100.00'	28.72'	S 07°37'06" E	28.62'
C3	70.00'	25.37'	S 14°20'50" E	25.23'
C4	100.00'	15.51'	S 20°17'16" E	15.49'
C5	70.00'	43.25'	S 13°44'12" W	42.57'
C6	70.00'	43.25'	S 49°08'20" W	42.57'
C7	70.00'	43.25'	S 84°32'28" W	42.57'
C8	100.00'	26.01'	N 72°21'32" W	25.94'
C9	70.00'	15.70'	N 71°19'57" W	15.67'
C10	100.00'	13.85'	S 85°47'05" W	13.84'
C11	100.00'	18.21'	N 85°01'42" W	18.19'
C12	70.00'	8.76'	S 67°06'50" W	8.75'
C13	100.00'	31.92'	S 72°40'22" W	31.78'
C14	70.00'	42.32'	S 88°01'04" W	41.68'
C15	70.00'	42.32'	N 57°20'37" W	41.68'
C16	70.00'	42.32'	N 22°42'18" W	41.68'
C17	100.00'	4.59'	N 24°02'34" E	4.59'
C18	70.00'	37.56'	N 09°59'08" E	37.11'
C19	100.00'	38.48'	N 11°42'21" E	38.24'
C20	20.00'	31.76'	N 44°48'31" W	28.53'
C21	370.00'	17.37'	S 80°31'50" W	17.37'
C22	20.00'	34.46'	N 48°45'27" W	30.36'
C23	50.00'	77.79'	N 45°10'53" E	70.18'
C24	50.00'	79.35'	S 44°46'54" E	71.28'
C25	20.00'	28.30'	S 41°13'12" W	26.00'
C26	330.00'	14.81'	S 80°28'17" W	14.81'
C27	370.00'	67.90'	N 84°26'33" E	67.80'
C28	330.00'	60.56'	N 84°26'33" E	60.47'

LEGEND

These standard symbols will be found in the drawing.

- Found Corner
- Lot Corner
- Road PC/PT
- Utility Easement
- Road Centerline
- Building Setback Line
- Lot Line
- Road Right Of Way
- Subdivision Boundary
- Storm Water Detention Easement TO BE MAINTAINED BY THE HOA

NOTES:

1:
Building setback as follows
15' From Front and Rear Lot Line
5' From Side Lot Lines
UNLESS Otherwise Noted
2:
Lots 1, 17,18,and 24
Shall not access
Fleming Blvd.
3:
No Porches, Eaves or other structures are allowed to encroach into any Utility Easements.
4:
Any fences built on or across any Utility Easements shall allow access for the Utility Department to perform maintenance or repairs. Removal and reinstallation of fences in the easement shall be at the landowners expense.

NORTH

SCALE 1" = 50'
0 50 100 150
If this does not measure 1" scale is not correct.

Basis Of Bearing
NAD 83 Wyoming East Central Zone
Vertical Datum NAVD 88

DECLARATION VACATING PREVIOUS PLATTING

This plat is the re-subdivision of Tract 1, Woodland Park Subdivision, Phase 1 as recorded in Book W of Plats, Page No. 61, of the records of the Sheridan County Clerk. All earlier plats or portions thereof encompassed by the boundaries of this plat are hereby vacated.

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, and certified this _____ day of _____, 2020, by the Director of Public Works of Sheridan, Wyoming.

_____
Director of Public Works

CITY OF SHERIDAN PLANNING COMMISSION CERTIFICATE OF REVIEW

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

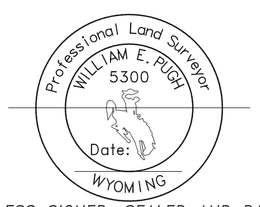
This plat was filed for record in the Office of the Clerk and Recorder at _____ o'clock ___m., This _____ day of _____, 2020. And is duly recorded in Book _____, Page No. _____ .

_____
County Clerk

SURVEYOR'S CERTIFICATE:

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

_____LAND SURVEYOR
NO. 5300



UNLESS SIGNED, SEALED AND DATED THIS IS A PRELIMINARY PLAT.



Location Map
Scale 1"=1000'

CERTIFICATE OF OWNER

Know by all men by these presents that the undersigned being the owners, proprietors or parties of interest in the land shown on this plat, do hereby certify: That the foregoing plat designated as TRAILSIDE AT WOODLAND PARK

A TRACT OF LAND LOCATED IN THE SE1/4NW1/4, SECTION 14, TOWNSHIP 55 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING THE ORIGINAL TRACT 1, WOODLAND PARK SUBDIVISION, PHASE ONE.

BEGINNING At The Southeast Corner Of Said Tract 1, Said Point Being The Southwest Corner Of Patio Homes At Woodland Park,
Also Being On The North Right Of Way Of Fleming Boulevard;
Thence With Said Fleming Boulevard South 89°41'59" West, A Distance Of 111.37 Feet To The PC Of a Curve;
Thence With Said Curve Turning To The Left With An Arc Length Of 60.56 Feet,
A Radius Of 330.00 Feet, A Chord Bearing Of South 84°26'33" West,
A Chord Length Of 60.47 Feet To The PT Of Said Curve;
Thence Continuing With Said Fleming Boulevard South 79°11'08" West, A Distance Of 100.00 Feet To The PC Of A Curve;
Thence With Said Curve Turning To The Right With An Arc Length Of 67.90 Feet,
A Radius Of 370.00 Feet, A Chord Bearing Of South 84°26'33" West,
A Chord Length Of 67.80 Feet To The PT Of Said Curve;
Thence Continuing With Said Fleming Boulevard South 89°42'17" West, A Distance Of 36.02 Feet To A Point;
Thence Continuing With Said Fleming Boulevard North 00°18'01" West, A Distance Of 10.00 Feet To A Point;
Thence Continuing With Said Fleming Boulevard South 89°41'59" West, A Distance Of 126.58 Feet To A Point Said Point Being On The East Right Of Way Of Wyoming US Highway 87;
Thence With Said Right Of Way North 00°36'28" East, A Distance Of 333.35 Feet To A Point Being The Northwest Corner Of Original Tract 1 Also Being The Southwest Corner Of Tract Three, Adams Ranch Subdivision;
Thence North 89°45'13" East, A Distance Of 500.11 Feet To A Point Being The Northeast Corner Of Original Tract 1
Also Being The Northwest Corner Of Patio Homes At Woodland Park;
Thence South 00°41'00" West, A Distance Of 312.88 Feet To The Point Of **BEGINNING**,
Having An Area Of 3.75 Acres more or less.

And that this subdivision, as it is described and as it appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owner(s) and proprietor(s); and that this is a correct plat of the area as it is divided into lots, blocks, streets and easements, and

That the undersigned owner(s) of the land shown and described on this plat do hereby dedicate to the City of Sheridan and its licensees for public use the indicated purposes, all streets, alleys, easements and other public lands within the boundary lines of this 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 sewer, water lines, gas lines, electric lines, telephone lines, cable TV lines and other forms and types of public utilities now or hereafter generally utilized by the public.

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,

_____
Jane P. Clark, Manager.

STATE OF WYOMING)
) ss.
SHERIDAN COUNTY)

The Foregoing Instrument Was Acknowledged Before Me On This ____, Day Of _____, 2020, By

_____.
Witness My Hand And Official Seal

_____
Notary Public

Executed this ____ day of _____, 2020 by,

_____
Phyllis J. Fleming, Manager.

STATE OF WYOMING)
) ss.
SHERIDAN COUNTY)

The Foregoing Instrument Was Acknowledged Before Me On This ____, Day Of _____, 2020, By

_____.
Witness My Hand And Official Seal

_____
Notary Public

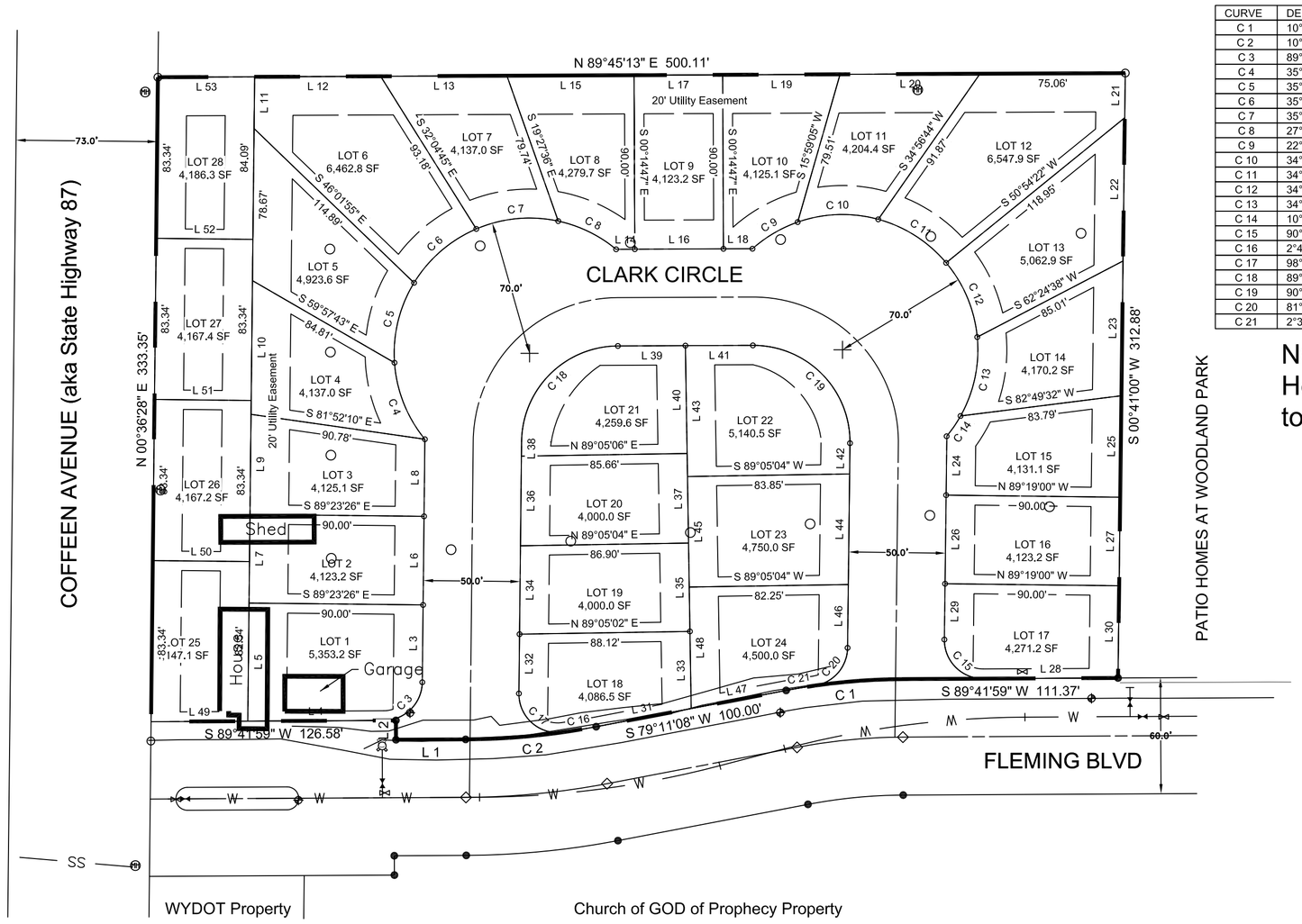
wood.
Wood Group USA
2615 Aviation Drive, Sheridan, WY 82801
(307) 675-6400 www.woodplc.com

BUILDING LOCATIONS (BuildingsTo Be Removed) Sheet 2 of 2

TRAILSIDE AT WOODLAND PARK

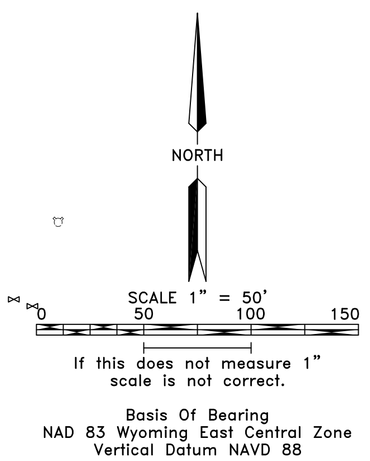
A RESUBDIVISION OF TRACT 1, WOODLAND PARK SUBDIVISION - PHASE ONE
PATIO HOMES AT WOODLAND PARK, LLC. Owner
Located In A Part Of The
SE1/4NW1/4, SECTION 14, T55N, R84W,
6TH, P.M., SHERIDAN, WYOMING

LINE	BEARING	DISTANCE
L 1	S 89°42'17" W	36.02'
L 2	N 00°18'01" W	10.00'
L 3	S 00°36'34" W	40.00'
L 4	S 89°41'59" W	70.33'
L 5	N 00°36'34" E	61.11'
L 6	S 00°36'34" W	45.81'
L 7	N 00°36'34" E	45.81'
L 8	S 00°36'34" W	39.89'
L 9	N 00°36'34" E	51.78'
L 10	N 00°36'34" E	69.16'
L 11	N 00°36'34" E	26.76'
L 12	N 89°45'13" E	65.11'
L 13	N 89°45'13" E	65.30'
L 14	S 89°45'13" W	9.67'
L 15	N 89°45'13" E	65.75'
L 16	S 89°45'13" W	45.81'
L 17	N 89°45'13" E	45.81'
L 18	S 89°45'13" W	15.01'
L 19	N 89°45'13" E	60.68'
L 20	N 89°45'13" E	72.38'
L 21	S 00°41'00" W	23.11'
L 22	S 00°41'00" W	74.09'
L 23	S 00°41'00" W	69.69'
L 24	N 00°41'00" E	30.57'
L 25	S 00°41'00" W	52.51'
L 26	N 00°41'00" E	45.81'
L 27	S 00°41'00" W	45.81'
L 28	S 89°41'59" W	69.67'
L 29	N 00°41'00" E	28.88'
L 30	S 00°41'00" W	47.68'
L 31	S 79°11'08" W	50.00'
L 32	N 00°36'34" E	30.70'
L 33	S 00°54'58" E	39.89'
L 34	N 00°36'34" E	45.73'
L 35	S 00°54'58" E	45.71'
L 36	N 00°36'34" E	46.38'
L 37	S 00°54'58" E	46.36'
L 38	N 00°36'34" E	7.52'
L 39	N 89°45'13" E	34.90'
L 40	S 00°54'58" E	55.77'
L 41	N 89°45'13" E	34.90'
L 42	S 00°41'00" W	15.91'
L 43	N 00°54'58" W	67.70'
L 44	S 00°41'00" W	57.22'
L 45	N 00°54'58" W	57.19'
L 46	S 00°41'00" W	32.76'
L 47	S 79°11'08" W	50.00'
L 48	N 00°54'58" W	62.84'
L 49	S 89°41'59" W	50.01'
L 50	S 89°23'26" E	50.00'
L 51	S 89°23'26" E	50.01'
L 52	S 89°45'13" E	50.01'
L 53	N 89°45'13" E	50.01'



CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C 1	10°30'50"	330.00'	60.56'	S 84°26'33" W	
C 2	10°30'50"	370.00'	67.90'	S 84°26'33" W	
C 3	89°05'25"	20.00'	31.10'	S 45°09'16" W	28.06'
C 4	35°23'57"	70.00'	43.25'	S 21°39'51" E	42.56'
C 5	35°24'08"	70.00'	43.25'	S 13°44'12" W	42.57'
C 6	35°24'08"	70.00'	43.25'	S 49°08'20" W	42.57'
C 7	35°24'08"	70.00'	43.25'	S 84°32'28" W	42.57'
C 8	27°29'04"	70.00'	33.58'	N 64°00'56" W	33.26'
C 9	22°21'04"	70.00'	27.31'	S 59°31'22" W	27.13'
C 10	34°38'19"	70.00'	42.32'	S 88°01'04" W	41.68'
C 11	34°38'19"	70.00'	42.32'	N 57°20'37" W	41.68'
C 12	34°38'19"	70.00'	42.32'	N 22°42'18" W	41.68'
C 13	34°38'19"	70.00'	42.32'	N 11°56'01" E	41.68'
C 14	10°19'40"	70.00'	12.62'	N 34°25'01" E	12.60'
C 15	90°59'01"	20.00'	31.76'	N 44°48'31" W	28.53'
C 16	2°41'23"	370.00'	17.37'	S 80°31'50" W	17.37'
C 17	98°44'02"	20.00'	34.46'	N 48°45'27" W	30.36'
C 18	89°08'39"	50.00'	77.79'	N 45°10'53" E	70.18'
C 19	90°55'47"	50.00'	79.35'	S 44°46'54" E	71.28'
C 20	81°04'25"	20.00'	28.30'	S 41°13'12" W	26.00'
C 21	2°34'17"	330.00'	14.81'	S 80°28'17" W	14.81'

NOTE:
House, Garage and shed to be removed



Basis Of Bearing
NAD 83 Wyoming East Central Zone
Vertical Datum NAVD 88



Location Map
Scale 1"=1000'

SURVEYOR'S CERTIFICATE:

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

LAND SURVEYOR NO.

Professional Land Surveyor
WILLIAM E. PUGH
5300
Date:
WYOMING

UNLESS SIGNED, SEALED AND DATED THIS IS A PRELIMINARY PLAT.

wood.
Wood Group USA
2615 Aviation Drive, Sheridan, WY 82801
(307) 675-6400 www.woodplc.com

CITY OF SHERIDAN
RESOLUTION 17-20

A RESOLUTION approving PL 17-20, the final plat of the Trailside at Woodland Park Subdivision, dividing ± 3.75 acres into 28 lots. Zoned B-1 Commercial District, located at 5212 Coffeen Avenue.

WHEREAS, the final plat of the Trailside at Woodland Park 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, and Appendix A §6(B) the setback between the adjacent street lines and the line of the building shall be 10 feet in depth.

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

That the final plat of the Trailside at Woodland Park Subdivision, dividing ± 3.75 acres into 28 lots zoned B-1 Commercial District, located at 5212 Coffeen Avenue.

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

> A setback waiver for the setback along Fleming Boulevard for Lots 1, 17, 18, and 24. Per Appendix A, Section 6 of the Sheridan Municipal Code, the setback between the adjacent street lines and the line of the building shall be 10 feet in depth.
>
> A variance from the depth-to-front ratio of 2.5 to 1. Per the Sheridan Municipal Code, Appendix B, Subsection 505, 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 Vale 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 20th day of July 2020.

_____

Roger Miller, Mayor

ATTEST:

_____

Cecilia Good, City Clerk

Development Agreement for
Trailside Subdivision

This agreement is made and entered into as of this _____day of _____, 2020, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and ***Patio Homes at Woodland Park, LLC*** hereinafter known as the "Developer." The City and Developer for their mutual benefit and consideration agree to the terms and conditions as listed herein for the development of the Trailside Subdivision:

Section 1. GENERAL CONDITIONS

A. The terms of this agreement shall be binding on all heirs, successors, and assigns of the Developer.

B. The development of the Trailside Subdivision, is subject to the requirements in Appendix B (Subdivisions) of the Sheridan City Code, as well as adopted City of Sheridan Standards for Street and Utility Construction.

C. Lots 25, 26, 27, and 28 as shown on the final plat of the Trailside Subdivision, shall remain in perpetuity as drainage and detention; and no improvements shall be constructed other than on the City approved construction drawings or landscaping as shown on future plans for the widening of Coffeen Avenue approved by the City Director of Public Works.

D. Public improvements provided by the Developer for the Trailside Subdivision shall consist of the following as per plans and specifications approved by the City Engineer:

- Site grading
- Drainage improvements
- Installation of water, sewer, and storm sewer mains and infrastructure
- Paving, curb, gutter and sidewalk for Clark Circle and Fleming Boulevard
- Outlot pathway installation

E. The Developer shall provide financial assurances for public improvements pursuant to and in conformance with Sheridan City Code, Appendix B., Sections 701 and 702, including 10% contingency fee. Financial assurances shall cover the following costs established by the awarded bid amounts provided:

1. Grading and street improvements - $350,950
2. Sanitary Sewer – $140,995
3. Water - $110,330
4. Storm Sewer - $20,735
5. Public Infrastructure plus 10% contingency – $79,935

The financial assurances shall have appropriate amounts released upon verification by the City Engineer of completion of each portion of infrastructure or phase of development.

F. The developer shall provide test results, inspection reports and suitable Mylar as-built drawings, certified by a registered professional engineer, verifying satisfactory completion for roadway improvements and water and sewer utilities for the Trailside at Woodland Park Subdivision water and sewer utilities shall be approved and accepted by City prior to issuance of further building permits for the Trailside at Woodland Park Subdivision. Acceptance of sewer utilities will include video inspection by City personnel. Verification for services of franchise utilities must be provided upon signing of this agreement.

G. Placement of ancillary utilities and services in platted easements, including but not limited to: cable television, gas, electricity, and telephone service, will be coordinated with the installation of water and sewer service lines and sidewalks to avoid interference with, or damage to, any service or utility properly installed in a platted easement. The Developer shall be responsible for repairs to any City utilities for which lack of coordination led to damage.

H. Any pedestrian pathway or sidewalk disturbed by building construction or installation of utilities for the Trailside at Woodland Park Subdivision shall be restored by the Developer to at least its condition prior to the damage caused by the building construction or installation of utilities for the Trailside at Woodland Park Subdivision.

I. Building permits will be issued as per the requirements of the Building Department and Appendix B, Section 707 of Sheridan City Code.

J. The existing home will remain on the southwest corner of the property, with the accompanying accessory structures. The accessory structures and home will be allowed to remain on the property at the time of the subdivision of land. Upon the sale of Lots 1, 2, or 3 in their entirety or individually, the home and accompanying accessory structures must be removed from the property by the developer within 90 days of the sale.

Section 2. COMPLIANCE WITH TERMS AND CONDITIONS

The Developer agrees to comply with the terms of this Agreement, including all deadlines, contained in Section 1. Should the Developer fail to comply with any of the conditions in Section 1. of this Agreement, the City will send a letter to the Developer listing the conditions for which the Trailside at Woodland Park Subdivision, is not compliant. The City reserves the right to withhold any future development approvals for the Trailside at Woodland Park Subdivision, and pursue any other enforcement means available under Sheridan City Code and state statute, if the Developer does not propose appropriate remedies which are reasonably acceptable to the City to eliminate the non-compliance(s) within Three weeks of the date of the letter of non-compliance.

Section 3. EFFECTIVE DATE

This Agreement shall be effective upon the date listed in the first paragraph on page 1.

Section 4. TERMINATION

This Agreement may be amended, revised, or terminated only by the mutual consent of both parties.

Section 5. SEVERABILITY

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

Section 6. GOVERNMENTAL IMMUNITY

Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

IN WITNESS WHEREOF, the parties execute this agreement as of the date set forth above.

For the City of Sheridan:

_____
Roger Miller
Mayor

Attest:

_____
City Clerk

For the Developer:

_____
The Patio Homes at Woodland Park, LLC
By: (Authorized Agent)

The above and foregoing Agreement was Subscribed, Sworn to, and Acknowledged before me by _____ this_____ day of _____, 2020.
My commission expires_____

_____
Notary Public

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Public Hearing for Resolution #17-20 for Trailside at Woodland Park, Subdividing the Property Located northeast of Coffeen Ave and Fleming Blvd - Community Development Director Wade Sanner
From:	
To:	Mayor and Council
CC:	
Date:	

CITY OF SHERIDAN, WYOMING

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

Human Resources

MEMORANDUM

Project Name:	Approval of Fiscal Year 2021 Contract between the City of Sheridan and IAFF Local #276.
From:	Heather Doke, Human Resources Director
To:	Mayor and Council
CC:	Stu McRae, City Administrator
Date:	07/15/2020

Recommendation:

Staff recommends City Council approve the attached Contract with IAFF Local #276 for the 2020-2021 fiscal year.

Discussion:

The attached redlined and final draft contracts incorporate the changes agreed to by the City and IAFF Local #276 during negotiations this year. Please contact me if you have any questions.

Attachments

Fire Contract 2020-2021 - Redlined
Fire Contract 2020-2021 Final

CONTRACT

This Agreement, made and entered into this ___ day of _____, 2020~~19~~ by and between the CITY OF SHERIDAN (City), a municipal corporation, and Sheridan Fire Fighters, IAFF Local 276 (Local 276).

WITNESSETH

The paid members of the Sheridan Fire-Rescue Department, the regularly constituted fire department of the city of Sheridan, Wyoming, by a majority have selected Local 276 as their exclusive bargaining agent.

Representatives of Local 276 have asked the corporate authorities for collective bargaining to negotiate a written contract as to wages and working conditions of employment by said paid firefighters ~~and non-fire uniformed EMS personnel~~ in accordance with Wyoming Statutes 27-10-101 through 27-10-109.

DEFINITIONS

Firefighter: Either an employee of the City of Sheridan Fire-Rescue Department who as a minimum is certified by the State of Wyoming as a Level II Firefighter according to the National Fire Protection Association Standard 1001, or a probationary firefighter who shall be working toward meeting these standards.

Shift Personnel: Those employees who, as a regular assignment, work scheduled twenty-four (24) hour shifts in a regulated work period.

Forty (40) hour personnel: Those employees who, as a regular assignment, work scheduled eight (8) hour shifts in a forty (40) hour work period.

Exempt Personnel (or Exempt Employee): Means the Division Chief-Operations of the Sheridan Fire-Rescue Department.

Shift/Work Schedule: The rotating twenty-four (24) hour schedule established by the Fire Chief on an annual basis. Currently the schedule is as follows: A 9-day cycle where a firefighter works one 24-hour shift, followed by 24 hours off duty, works another 24-hour shift, followed by 24 hours off duty, then works a final 24 hour shift, followed by 4 consecutive days off duty.

Scheduled Hours: The time when a firefighter is required to work per the shift schedule or to attend committee meetings, staff meetings, and required training which may not be on the work schedule.

Unscheduled Hours: When a firefighter is not required to work per the shift schedule but is required or requested to work by the Fire Chief of Shift Officer in order to respond to

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calls or maintain minimum staffing.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I
EXPIRATION DATE

This CONTRACT shall begin effective on 12:01 a.m. July 1, 20202019, and all terms, conditions, understandings and agreements of the parties, whether expressed herein or implied by the parties' conduct, practices or otherwise, shall terminate on June 30, 20210 at 12:00 midnight.

The City and Local 276 shall negotiate and bargain for a new contract each year hereafter in accord with Wyoming law. If this CONTRACT terminates on June 30, 20210, and the City and Local 276 have not yet signed a new contract for the following year, the parties agree that the status quo shall remain during the short period when the statutory arbitration hearing is held to resolve any unresolved issues or until the City and Local 276 enter into a new contract, whichever occurs first.

ARTICLE II
SCOPE

Section A

This COLLECTIVE LABOR AGREEMENT shall apply to all full-time firefighters, and exempt personnel of the Sheridan Fire-Rescue Department.

Section B

All regular full-time firefighters shall conform to the Civil Service Rules and Regulations, applicable State and Federal laws, the City of Sheridan Employee Handbook, the City's Drug & Alcohol Plan, the Fire Department Policy Manual and job descriptions. In the event any City established policy conflicts with the terms of this CONTRACT, the CONTRACT terms shall prevail.

ARTICLE III
STRIKES

The members of Local 276 agree not to engage in any form of strike, work stoppage, mass walkout, or work slowdown against the City.

ARTICLE IV
HOURS OF WORK

Section A

Unless modified by the City pursuant to Section E of this Article IV, the work schedule shall consist of twenty-four (24) hour shifts on a three platoon basis in a twenty-eight (28) day work period. The firefighters will be paid a biweekly average pay check. All worked, worked but unscheduled, sick, vacation, holiday, and overtime hours will be reconciled and paid at the

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end of each work period.

The regular work period for 40 hour personnel shall be forty (40) hours in a seven (7) day period, beginning on Sunday.

Section B

~~Recalled firefighters~~Shift Personnel shall be ~~paid~~compensated at the employee's straight time rate for scheduled ~~recall~~ hours at a minimum of one (1) hour with half (1/2) hour increments.

~~Firefighters called in on emergency recall~~Shift Personnel shall be compensated at their overtime rate of pay for all unscheduled hours worked, at a minimum of one (1) hour with half (1/2) hour increments.

Any ~~compensable~~ hours worked in excess of two hundred twelve (212) hours in the 28-day work period shall be compensated at one and one-half times the employee's rate of pay. For purposes of calculating overtime pay, the hourly rate for overtime shall be calculated by taking the annual pay set forth in Article X, and dividing the total by 2758 hours.

Section C

All forty (40) hour per week personnel will be paid one and one half times their regular rate of pay for time worked in excess of forty hours per week.

Exempt personnel are exempt from overtime.

Section D

Personnel, who are recalled from a vacation or holiday shift**,** before or within one hour after their regularly scheduled shift begins, shall not be charged for the vacation or holiday. Personnel who are recalled in excess of one hour after their regularly scheduled shift begins will be compensated at one and one-half (1-1/2) times the employee's regular rate of pay.

Section E

The City may change the work period consistent with FLSA guidelines no more than once in each 6 months with sixty (60) days prior notice to Local 276. Work schedules may be adjusted by the City upon thirty (30) days prior notice to Local 276, provided that the annual compensation as set forth in Article X shall remain unchanged.

ARTICLE V
HEALTH AND SAFETY

In order to protect the health and safety of personnel, a minimum of four (4) firefighters shall be dispatched as initial response for each alarm or emergency and a minimum of two (2) personnel for each medical alarm or emergency. Shift officers shall determine the responses for

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service calls.

ARTICLE VI
VACATIONS

Section A

The annual vacation season shall begin not earlier than January 1st and shall terminate January 2nd of the following year. Vacation time shall not be carried over unless circumstances warrant extension. Extension shall be granted by the Fire Chief and time carried over must be used by April 30th if circumstances allow. Vacations shall be granted on a seniority basis with Officers having the first choice and other members having next choice, according to seniority on the Department and placement within the employees' vacation sign-up list. One vacation cycle per year, per member, may be designated as guaranteed; meaning the employee shall not be subject to involuntary recall from vacation except under emergency conditions. ~~Vacations may be extended by taking more than one vacation cycle consecutively.~~

Section B

Shift personnel who have been regularly appointed and have served for one (1) year through four (4) years shall be entitled to six (6) working shifts vacation with pay.

Shift personnel having served five (5) years through fourteen (14) years shall receive nine (9) working shifts vacation.

Shift personnel having served fifteen (15) years through twenty-four (24) years shall receive twelve (12) working shifts vacation.

Shift personnel have served twenty-five (25) years or more shall receive fifteen (15) working shifts vacation.

Vacations, for shift personnel, shall be started on the first shift of an on-duty cycle and end on the first regularly scheduled work day of his shift after three (3) working shifts. Thus, a vacation cycle consists of nine consecutive calendar days.

Section C

Forty hour personnel and exempt personnel, who have been regularly appointed and having served for one (1) year through four (4) years shall be entitled to ten (10) working shifts vacation with pay.

Forty hour personnel and exempt personnel having served five (5) years through nine (9) years shall receive fifteen (15) working shifts vacation.

Forty hour personnel and exempt personnel having served ten (10) years through fourteen (14) years shall receive twenty (20) working shifts vacation.

Forty hour personnel and exempt personnel having served fifteen (15) years through

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twenty-four (24) years shall receive twenty-five (25) working shifts vacation.

Forty hour personnel and exempt personnel having served twenty-five (25) years or more shall receive thirty (30) working shifts vacation.

Section D

Personnel who are terminating, resigning, or retiring and have accrued vacation shall be paid for those hours at their regular rate of pay.

Personnel on temporary assignment who are terminating, resigning, or retiring and have accrued vacation shall be transferred back to their shift position and shall be paid for those hours at their 56-hour/week rate of pay.

If a regular, full-time employee with one year or more of satisfactory service dies and has unused annual leave, the salary equivalent of such unused accrued leave shall be payable as directed by the employee's beneficiary statement or to the decedent's estate.

Section E

If an employee transfers from a shift position to a forty hour position or a forty hour position to a shift position, all accrued vacation time shall be transferred on an hour for hour basis.

Section F

Should a firefighter be laid off by the City of Sheridan and then later rehired, all time worked for the City of Sheridan, both before and after the layoff, shall be considered time served for the purpose of calculating vacation accrual.

~~For the current contract year, the firefighter who was rehired on May 19, 2014 will receive three additional working shifts of vacation to use before the end of 2019 and $4,221.36 in compensation for the other 9 working shifts of vacation.~~

ARTICLE VII
SICK LEAVE

Section A

Shift personnel shall accrue sixteen (16) hours of sick leave for each month of service and may accumulate a total of one thousand four hundred forty (1,440) hours.

Forty hour personnel and exempt personnel shall accrue eight (8) hours of sick leave per month and may accumulate a total of nine hundred sixty (960) hours.

Section B

Sick leave shall be charged hour for hour for shift personnel.

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Sick leave shall be charged hour for hour for forty (40) hour personnel.

Section C

Upon separation or termination, employees shall be eligible to convert three (3) hours of accumulated sick leave into one (1) hour of pay.

Personnel on temporary assignment who are terminating, resigning, or retiring and have accrued sick leave shall be transferred back to their shift position and shall be paid for these hours as set forth within this section.

If a regular full-time employee dies and has unused sick leave, the salary equivalent of one third (1/3) the sick leave shall be payable as directed by the employee's beneficiary statement or to the decedent's estate.

Section D

Employees who are permanently transferred between a shift position and a forty hour position shall have their accumulated sick leave hours converted by the following formulas:

Shift to forty hour: Accrued hours in excess of 960, shall be bought out at the rate of three (3) hours equaling one (1) hour of pay.

Forty hour to Shift: Hour for hour.

ARTICLE VIII
LEAVE OF ABSENCE

Section A

Leave of absence with pay may be granted by the Fire Chief to permit employees to attend professional meetings or training conferences in the interest of the City.

Section B

Leave of absence without pay and other benefits may be granted by the Fire Chief when requested by an employee if such leave of absence is not in conflict with the best interest of the City.

Section C

All full-time employees shall be granted three (3) working days with pay when a death occurs in the employee's immediate family. Immediate family includes: spouse, child, parent, stepparents, parents-in-law, stepchildren, children-in-law, siblings, half-siblings, step-siblings, siblings-in-law, grandparents, step grandparents, grandparents-in-law and grandchildren. If the circumstances necessitate additional time off, such additional time off shall be charged to sick leave with the approval of the Fire Chief.

Section D

Emergency leaves with pay may be granted by the Fire Chief for other causes, provided that the employee shall have such leave charged to either his sick leave or annual leave, and that

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such leave of absence is not in conflict with the best interest of the City.

ARTICLE IX
HOLIDAYS

Section A

Fire-Rescue Department personnel shall be granted one (1) working shift off for each of the following holidays:

1. New Year's Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Day
10. Personal Day

The Fire Chief shall determine when this time may be taken.

Section B

Personnel who are terminating, resigning or retiring and have accrued holidays shall be paid for those hours.

Personnel on temporary assignment who are terminating, resigning, or retiring and have accrued holidays shall be transferred back to their shift position and shall be paid for those hours at their 56-hour/week rate of pay.

If a regular, full-time employee dies and has unused holidays, the salary equivalent of such unused holidays shall be payable as directed by the employee's beneficiary statement or to the decedent's estate.

Section C

If an employee permanently transfers from a shift position to a forty hour position**,** all accrued holiday time shall be bought out prior to the transfer.

Personnel on temporary assignment from a shift position to a forty hour position, will retain and use holiday time hour for hour.

ARTICLE X
WAGES

Section A

The following annual scale of wages shall apply on July 1, 20~~19~~20~~19~~:

Certified Fire Personnel

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Grade	A	B	C	D	E	F	G
F1	44,776.31	45,336.01	45,902.71	46,476.49	47,057.45	47,645.67	48,241.24
F2	47,043.11	47,631.15	48,226.54	48,829.37	49,439.73	50,057.73	50,683.45
F3	49,424.66	50,042.47	50,668.00	51,301.35	51,942.62	52,591.90	53,249.30
F4	63,267.75	64,058.60	64,859.33	65,670.07	66,490.95	67,322.08	68,163.61

Grade	H	I	J	K	L	M	N
F1	48,844.25	49,454.81	50,072.99	50,698.91	51,332.64	51,974.30	52,623.98
F2	51,317.00	51,958.46	52,607.94	53,265.54	53,931.36	54,605.50	55,288.07
F3	53,914.92	54,588.85	55,271.22	55,962.11	56,661.63	57,369.90	58,087.03
F4	69,015.65	69,878.35	70,751.83	71,636.23	72,531.68	73,438.33	74,356.30

Grade	O	P	Q	R	S	T	U
F1	53,281.78	53,947.80	54,622.15	55,304.93	55,996.24	56,696.19	57,404.89
F2	55,797.17	56,678.91	57,387.39	58,104.74	58,831.05	59,566.43	60,311.01
F3	58,813.11	59,548.28	60,292.63	61,046.29	61,809.37	62,581.98	63,364.26
F4	75,285.76	76,226.83	77,179.67	78,144.41	79,121.22	80,110.23	81,111.61

Grade	V	W	X	Y	Z	AA	AB
F1	58,122.45	58,848.98	59,584.60	60,329.40	61,083.52	61,847.07	62,620.15
F2	61,064.90	61,828.21	62,601.07	63,383.58	64,175.87	64,978.07	65,790.30
F3	64,156.31	64,958.27	65,770.25	66,592.37	67,424.78	68,267.59	69,120.93
F4	82,125.50	83,152.07	84,191.47	85,243.87	86,309.42	87,388.28	88,480.64

Grade	AC	AD	AE	AF	AG	AH	AI
F1	63,402.91	64,195.44	64,997.88	65,810.36	66,632.99	67,465.90	68,309.22
F2	66,612.68	67,445.34	68,288.40	69,142.01	70,006.28	70,881.36	71,767.38
F3	69,984.94	70,859.76	71,745.50	72,642.32	73,550.35	74,469.73	75,400.60
F4	89,586.65	90,706.48	91,840.31	92,988.31	94,150.67	95,327.55	96,519.14

This scale is Table III-A from the Condrey & Associates, Inc. Job Classification and Compensation Plan dated April 2018. ~~Firefighters will be moved into this pay scale by moving them to the next higher step above their current pay. All firefighters who receive at least a "meets expectations" rating on their 2018 performance appraisal will move up 1 additional step on this scale.~~

The positions covered under this contract are:

Firefighter I/EMT B	grade F1
Firefighter I/EMT-I	grade F2

Firefighter I/EMT-P	grade F3
Firefighter II	grade F3
Captain	grade F4

When an employee reclassifies to a dual role Firefighter/ALS position or an employee is re-graded, their pay increase shall be equivalent to five percent (5%) within the new or current grade with no change in their anniversary date. Increases shall be effective upon the certification of the employee or utilization within the classification. ~~For the current contract, the firefighter paramedic who was re-graded to a Firefighter II on 12/30/18 will receive the 5% retroactive to 12/30/18.~~

Newly hired firefighters shall receive certification increases, equivalent to 3 steps each year on the current grade and step scale, effective on the employee's anniversary date, during their first 3 years of employment based on successful completion of the schedule of certifications listed in the Fire Department Policy Manual and outlined in the job description.

Management reserves the right to modify job descriptions as it deems necessary. In the event that the duties of a job classification are substantially revised either party may request negotiations of compensation for that classification within two (2) weeks of formal notification of the revision. All applicable job descriptions are attached as reference to the end of the contract.

Section B

The firefighters shall contribute 10.245~~9.745~~% to the Fire Pension Fund Plan B in accordance with ~~Senate File 0088 which amends~~ Wyo. Stat. Ann §15-5-42~~01~~.

The City shall contribute 14~~3~~% to Fire Pension Fund Plan B as required by the Wyoming Retirement System per their Actuarial Valuation Report for the Year Beginning January 1, 2019~~letter dated March 18, 2019 attached for reference~~.

ARTICLE XI
UNIFORM AND CLOTHING ALLOWANCE

The annual uniform and clothing allowance shall be allowed to each member for the purpose of purchasing uniforms, work clothes, and their maintenance. The amount payable to each employee shall be up to five hundred dollars ($500.00). All purchases and reimbursements must be in accordance with the City's Purchasing and Procurement Policy.~~The exact amount to be reimbursed with receipt for purchase or via City purchase order system.~~

In lieu of the $500.00 clothing allowance, the City will purchase the following items for firefighters in their first year of employment:

2 pair of Nomex pants
1 short sleeve Nomex uniform shirt
1 long sleeve Nomex uniform shirt
6 cotton t-shirts, long or short sleeve

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1 sweatshirt
1-3 season jacket
1 black 2" uniform belt
1 pair of black uniform foot wear
Name tag and collar brass
2 pair of workout shorts
1 pair of running shoes
The City will also purchase a Class A uniform at the end of the first year of employment.

ARTICLE XII
GRIEVANCES

Local 276 shall form a Grievance Committee. This Committee shall acquaint itself with the grievance which any firefighter or medical personnel, governed by this CONTRACT, desires to submit to it. Furthermore, this Committee can present grievances in all cases of non-observance of this contract by the City.

If the grievance involves an alleged violation of the rules of the civil service commission, it shall be processed through the procedures set forth in those rules. If the grievance involves an alleged violation of the personnel rules of the City, it may be pursued through this procedure or the grievance procedure established in those personnel rules, but not both, at the option of the Union/grievant.

The method of settlement of grievances shall be as follows:

1. The grievance must be stated in writing and presented to the Grievance Committee.

2. The Grievance Committee shall present the grievance to the Fire Chief of the Sheridan Fire-Rescue Department, who shall set a hearing for the representatives of the Grievance Committee within five (5) business days after such presentation. The Fire Chief shall render a decision in writing five (5) business days after said hearing.

3. If the decision of the Fire Chief should prove unacceptable, the Grievance Committee, upon demand of the aggrieved, or on its own decision, may appeal to the Human Resources Director and City Administrator~~Mayor~~ within ten (10) business days from receipt of the written decision of the Chief. The Human Resources Director shall set a hearing date within five (5) business days after receiving an appeal from the Grievance Committee. After the hearing, the Human Resources Director shall have five (5) business days to render a decision in writing.

4. If the decision is not acceptable, the City Administrator~~Mayor~~ upon written request of the Grievant or Grievance Committee shall refer the grievance to the Governing Body of the City of Sheridan within five (5) business days.

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5. The Governing Body shall conduct a hearing within twenty (20) business days. This Executive Session shall be closed to the public and consist of a quorum of the Governing Body. At the Executive Session, the City and Grievance Committee shall have the right to call all witnesses and documents necessary to present the facts. The Governing Body shall render their decision in writing to the City Administrator~~Mayor~~ and Grievance Committee within five (5) business days. The decision of the Governing Body is final and will terminate the grievance unless the Grievant or Grievance Committee chooses to seek judicial recourse in District Court in and for Sheridan County, Wyoming pertaining to any decision reached in this step of the grievance process.

The time limits and/or steps listed in this Article may be extended or waived at any step of the procedure by written, mutual agreement of the parties or their designated representatives.

ARTICLE XIII
RULES AND REGULATIONS

Section A

The Fire Civil Service Rules and Regulations as adopted by the City of Sheridan shall be adopted by reference.

Section B

Local 276 shall be given a vocal consideration of any rules and regulation changes made by the Civil Service Commission.

ARTICLE XIV
RESIDENCE

Fire-Rescue Department personnel shall be allowed to live anywhere within a fifteen mile radius of the fire station.

ARTICLE XV
MEDICAL

Section A

Fire fighters shall have the option of participating in any of the City health insurance plans. The city shall contribute 80% of the $1500/$3000~~highest~~ deductible plan premium for employee and dependent coverage toward the cost of whichever plan is selected.

Health Savings Accounts shall be funded at $2,500.00 spouse/family and $1,250.00 for a single individual prorated over 24 pay periods. The amount of the HSA contribution is limited to this contract period.

The City agrees to pay 100% of employee and dependant dental insurance premium based

on the plan and coverage in effect 7/1/15, or a plan that is comparable or better.

Section B

The City shall continue to pay premium cost for medical insurance for the spouse and/or dependents until age nineteen (19) of any employee who dies while in the performance of his/her duties. These payments shall continue provided:

1. The spouse of such deceased employee does not remarry;

2. The spouse and/or dependents of such deceased employee does not obtain medical insurance/benefit coverage from an employer or any other source;

3. The spouse and/or dependents of such deceased employee does not qualify for medical insurance/benefit coverage as may be provided by a state or the federal government, including but not limited to Social Security and Medicare/Medicaid.

The City Attorney shall be available to assist the spouse or administrator or executor of an employee's estate, in legal services and counseling regarding available insurance and benefits in any case in which an employee dies in the line of duty.

ARTICLE XVI
MANAGEMENT RIGHTS

Subject to the terms of this Agreement and any applicable laws, rules and/or regulations, the City retains and maintains all of its statutory and inherent rights, including but not limited to: the right to reprimand, suspend, discharge or otherwise discipline any employee for cause, to determine the number of employees to be hired and to hire those employees, to determine the qualifications of employees, to assign and direct the work of employees, to promote, demote, layoff and recall employees, to determine the services to be rendered, the methods of delivering the services, and the standards for the delivery of those services, to set the starting and quitting times for employees, to regulate and control the use of machinery, vehicles, equipment and property of the City, to issue and amend rules and policies, and to take any other actions necessary to effect the mission of the City and The Sheridan Fire/Rescue Department.

ARTICLE XVII
SEVERABILITY

If any provision of this Agreement is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or new legislation, such decision shall not affect the validity of the remainder of this Agreement.

This CONTRACT contains the entire understanding of the parties hereto and may be amended, modified, supplemented or altered only by a writing duly executed by the City Council and Local 276. All prior agreements or understandings, whether oral or written, and any prior

practices and courses of conduct of either party are entirely superseded by the express terms of this written CONTRACT.

LOCAL 276

_____

ATTEST. President, Local 276

_____

Secretary/Treasurer, Local 276

CITY OF SHERIDAN

ATTEST. _____

Mayor

_____

City Clerk

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Firefighter I – EMT - B

FD/7

Fire Department

In an effort to create organizational clarity, and to empower its employees, the City of Sheridan has identified its core values. These values are fundamental to meeting the mission of the City. It is expected that the employee in this position will meet his or her responsibilities including observable commitment to these values.

JOB SUMMARY

This position is responsible for providing firefighting and emergency medical services in response to emergency and non-emergency calls.

MAJOR DUTIES

- Responds to medical emergencies; makes determination of patient condition; administers basic emergency medical treatment; transports ill and injured patients in ambulance vehicles.

- Drives and operates equipment in response to medical, rescue, fire, hazardous materials, and other emergency situations.

- Suppresses wild land and structure fires.

- Provides specialized high angle, low angle, confined space, swift water, and ice rescues.

- Performs vehicle extractions.

- Maintains equipment in a constant state of readiness.

- Presents public education programs.

- Conducts fire inspections and pre-planning activities.

- Participates in training to maintain proficiency in all requisite duties.

- Completes paperwork to record duties performed, to comply with HIPAA regulations, and to provide billing information.

- Maintains and re-supplies emergency medical care equipment.

- Performs preventive maintenance of building and apparatus.

- Maintains apparatus and equipment in constant state of readiness.

- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of modern emergency medical techniques and equipment.

- Knowledge of modern firefighting techniques and equipment.

- Knowledge of laws and regulations relating to the control and prevention of fires.

- Knowledge of department and city policies and procedures, and federal, state, and local laws and regulations.

- Knowledge of the boundaries and geography of the city and county.

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- Knowledge of hazardous materials identification and incident mitigation standards.
- Knowledge of computers and job-related software programs.
- Knowledge of the capabilities and uses of emergency vehicles and equipment.
- Skill in operating emergency vehicles and equipment.
- Skill in the use of radio/communications equipment.
- Skill in planning, organization, and decision making.
- Skill in public speaking and public relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Fire Captain assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include department standard operating procedures, city ordinances and policies, mutual aid agreements, NFPA standards, state EMS guidelines, the state building and fire code, International Fire, Building, and Mechanical Codes, and federal, state, and local laws. These guidelines are generally clear and specific, but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied emergency medical and firefighting duties. The necessity of participating in work performed in life-threatening situations contributes to the complexity of the work.
- The purpose of this position is to participate in the effective delivery of fire and emergency medical services to the public. Successful performance helps ensure the provision of fire department services to protect the safety of life and property.

CONTACTS

- Contacts are typically with other emergency services organizations, law enforcement personnel, media representatives, business owners, elected and appointed officials, and

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the general public.

- Contacts are typically to give or exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently standing, stooping, walking, bending, or crouching. The employee occasionally lifts light and heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, and must be able to distinguish between shades of color**. The employee must be able to drive an assigned vehicle.**

- The work is typically performed in an office and at emergency scenes. The employee may be exposed to noise, machinery with moving parts, contagious or infectious diseases, or irritating chemicals. The work may be performed outdoors and occasionally in cold or inclement weather. The work may require the use of protective devices such as masks, goggles, or gloves.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.

- No experience requirements.

- Possession of a valid class B driver's license issued by the State of Wyoming.

- Ability to meet current requirements set forth by the National Fire Protection Association and the certification standards as established by the Wyoming State Fire Marshal's Office.

CERTIFICATION MAINTENANCE REQUIREMENTS

- Firefighter I's shall maintain current certificates for Wyoming Firefighter II; Wyoming EMS Basic Emergency Care; Defensive Driving; Wyoming Fire Apparatus Operator, pumper and Aerial; Wyoming Fire Service Instructor I; Wyoming Fire Inspector I; ; Wyoming Hazardous Materials Responder-Operational; ICC Fire Inspector I; Wildland Engine Operator Red Card.

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- Employees hired after July 1, 1994, are required to maintain certification as a Wyoming State Emergency Medical Technician-Basic.

All the terms, conditions and benefits of employment with the City are subject to change at any time, except insofar as such may be covered by a legally binding collective bargaining agreement or Civil Service statutes.

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Firefighter I – EMT - I

FD/6

Fire Department

In an effort to create organizational clarity, and to empower its employees, the City of Sheridan has identified its core values. These values are fundamental to meeting the mission of the City. It is expected that the employee in this position will meet his or her responsibilities including observable

commitment to these values.

JOB SUMMARY

This position is responsible for providing firefighting and emergency medical services in response to emergency and non-emergency calls.

MAJOR DUTIES

- Responds to medical emergencies; makes determination of patient condition; administers basic and intermediate emergency medical treatment; transports ill and injured patients in ambulance vehicles.
- Drives and operates equipment in response to medical, rescue, fire, hazardous materials, and other emergency situations.
- Suppresses wild land and structure fires.
- Provides specialized high angle, low angle, confined space, swift water, and ice rescues.
- Performs vehicle extractions.
- Maintains equipment in a constant state of readiness.
- Presents public education programs.
- Conducts fire inspections and pre-planning activities.
- Participates in training to maintain proficiency in all requisite duties.
- Completes paperwork to record duties performed, to comply with HIPAA regulations, and to provide billing information.
- Maintains and re-supplies emergency medical care equipment.
- Performs preventive maintenance of building and apparatus.
- Maintains apparatus and equipment in constant state of readiness.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of modern emergency medical techniques and equipment.

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- Knowledge of modern firefighting techniques and equipment.
- Knowledge of laws and regulations relating to the control and prevention of fires.
- Knowledge of department and city policies and procedures, and federal, state, and local laws and regulations.
- Knowledge of the boundaries and geography of the city and county.
- Knowledge of hazardous materials identification and incident mitigation standards.
- Knowledge of computers and job-related software programs.
- Knowledge of the capabilities and uses of emergency vehicles and equipment.
- Skill in operating emergency vehicles and equipment.
- Skill in the use of radio/communications equipment.
- Skill in planning, organization, and decision making.
- Skill in public speaking and public relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Fire Captain assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include department standard operating procedures, city ordinances and policies, mutual aid agreements, NFPA standards, state EMS guidelines, the state building and fire code, International Fire, Building, and Mechanical Codes, and federal, state, and local laws. These guidelines are generally clear and specific, but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied emergency medical and firefighting duties. The necessity of participating in work performed in life-threatening situations contributes to the complexity of the work.

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- The purpose of this position is to participate in the effective delivery of fire and emergency medical services to the public. Successful performance helps ensure the provision of fire department services to protect the safety of life and property.

CONTACTS

- Contacts are typically with other emergency services organizations, law enforcement personnel, media representatives, business owners, elected and appointed officials, and the general public.

- Contacts are typically to give or exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently standing, stooping, walking, bending, or crouching. The employee occasionally lifts light and heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, and must be able to distinguish between shades of color**. The employee must be able to drive an assigned vehicle.**

- The work is typically performed in an office and at emergency scenes. The employee may be exposed to noise, machinery with moving parts, contagious or infectious diseases, or irritating chemicals. The work may be performed outdoors and occasionally in cold or inclement weather. The work may require the use of protective devices such as masks, goggles, or gloves.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.

- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.

- Possession of a valid Class B driver's license issued by the State of Wyoming.

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- Ability to meet current requirements set forth by the National Fire Protection Association and the certification standards as established by the Wyoming State Fire Marshal's Office.

CERTIFICATION MAINTENANCE REQUIREMENTS

- Firefighter I – EMT I's shall maintain current certificates for EMT Intermediate; Advanced Cardiac Life Support; Pediatric Advanced Life Support; CPR Instructor; Wyoming Firefighter II; Defensive Driving; Wyoming Fire Apparatus Operator, Pumper and Aerial; Wyoming Fire Service Instructor I; Wyoming Fire Inspector I; Wyoming Hazardous Materials Responder-Operational; ICC Fire Inspector I; Wildland Engine Operator Red Card.

All the terms, conditions and benefits of employment with the City are subject to change at any time, except insofar as such may be covered by a legally binding collective bargaining agreement or Civil Service statutes.

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Firefighter I - Paramedic

FD/5

Fire Department

In an effort to create organizational clarity, and to empower its employees, the City of Sheridan has identified its core values. These values are fundamental to meeting the mission of the City. It is expected that the employee in this position will meet his or her responsibilities including observable commitment to these values.

JOB SUMMARY

This position is responsible for providing firefighting and paramedical services in response to emergency and non-emergency calls.

MAJOR DUTIES

- Responds to medical emergencies; makes determination of patient condition; administers basic and advanced emergency medical treatment; transports ill and injured patients in ambulance vehicles.
- Drives and operates equipment in response to medical, rescue, fire, hazardous materials, and other emergency situations.
- Suppresses wild land and structure fires.
- Provides specialized high angle, low angle, confined space, swift water, and ice rescues.
- Performs vehicle extractions.
- Maintains equipment in a constant state of readiness.
- Presents public education programs.
- Conducts fire inspections and pre-planning activities.
- Participates in training to maintain proficiency in all requisite duties.
- Completes paperwork to record duties performed, to comply with HIPAA regulations, and to provide billing information.

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- Maintains and re-supplies emergency medical care equipment.
- Performs preventive maintenance of building and apparatus.
- Maintains apparatus and equipment in constant state of readiness.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of modern emergency medical techniques and equipment.
- Knowledge of modern firefighting techniques and equipment.
- Knowledge of laws and regulations relating to the control and prevention of fires.
- Knowledge of department and city policies and procedures, and federal, state, and local laws and regulations.
- Knowledge of the boundaries and geography of the city and county.
- Knowledge of hazardous materials identification and incident mitigation standards.
- Knowledge of computers and job-related software programs.
- Knowledge of the capabilities and uses of emergency vehicles and equipment.
- Skill in operating emergency vehicles and equipment.
- Skill in the use of radio/communications equipment.
- Skill in planning, organization, and decision making.
- Skill in public speaking and public relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Fire Captain assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

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Guidelines include department standard operating procedures, city ordinances and policies, mutual aid agreements, NFPA standards, state EMS guidelines, the state building and fire code, International Fire, Building, and Mechanical Codes, and federal, state, and local laws. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied emergency medical and firefighting duties. The necessity of participating in work performed in life-threatening situations contributes to the complexity of the work.

- The purpose of this position is to participate in the effective delivery of fire and emergency medical services to the public. Successful performance helps ensure the provision of fire department services to protect the safety of life and property.

CONTACTS

- Contacts are typically with other emergency services organizations, law enforcement personnel, media representatives, business owners, elected and appointed officials, and the general public.

- Contacts are typically to give or exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently standing, stooping, walking, bending, or crouching. The employee occasionally lifts light and heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, and must be able to distinguish between shades of color**. The employee must be able to drive an assigned vehicle.**

- The work is typically performed in an office and at emergency scenes. The employee may be exposed to noise, machinery with moving parts, contagious or infectious diseases, or irritating chemicals. The work may be performed outdoors and occasionally in cold or inclement weather. The work may require the use of protective devices such as masks, goggles, or gloves.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.

- Experience sufficient to thoroughly understand the work of subordinate positions to be able to answer questions and resolve problems, usually associated with one to three years experience or service.

- Possession of a valid class B driver's license issued by the State of Wyoming.

- Ability to meet current requirements set forth by the National Fire Protection Association and the certification standards as established by the Wyoming State Fire Marshal's Office.

CERTIFICATION MAINTENANCE REQUIREMENTS

- Firefighter I - Paramedic's shall maintain current certificates for EMT Paramedic; Advanced Cardiac Life Support; Pediatric Advanced Life Support; CPR Instructor; Wyoming Firefighter II; Defensive Driving; Wyoming Fire Apparatus Operator, Pumper and Aerial; Wyoming Fire Service Instructor I; Wyoming Fire Inspector I; Hazardous Materials Responder-Operational; ICC Fire Inspector I; Wildland Engine Operator Red Card.

All the terms, conditions and benefits of employment with the City are subject to change at any time, except insofar as such may be covered by a legally binding collective bargaining agreement or Civil Service statutes.

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Firefighter II

FD/4

Fire Department

In an effort to create organizational clarity, and to empower its employees, the City of Sheridan has identified its core values. These values are fundamental to meeting the mission of the City. It is expected that the employee in this position will meet his or her responsibilities including observable commitment to these values.

JOB SUMMARY

This position is responsible for the provision of emergency medical, firefighting, fire suppression, rescue, public education, and inspection services to protect life, property, and the environment.

MAJOR DUTIES

- Responds to fire, rescue, hazardous materials, and other emergency incidents in an effort to protect life and property.
- Delivers life support in emergency situations.
- Assists with supervising line personnel with daily organization, task assignments, and all other shift duties.
- Participates in line commands with incidents involving fire, rescue, hazardous materials, emergency medical service, and all other emergency incidents.
- Participates in, develops, and instructs training programs in fire, rescue, hazardous materials, and emergency medical services.
- Drives and operates apparatus and equipment in response to fire, rescue, hazardous

materials, and EMS incidents.

- Maintains apparatus and equipment in a constant state of readiness.
- Presents fire and life safety education programs for schools and for other groups.
- Conducts commercial and residential fire code inspections in the City of Sheridan.
- Assists with supervising and participates in the health and fitness programs; performs health and fitness assignments to support department programs.
- Assists with preparing daily shift reports, training records, and equipment logs.
- Participates in various committees.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of modern firefighting techniques and equipment.
- Knowledge of modern EMS techniques and equipment.
- Knowledge of laws and regulations relating to the control and prevention of fires.
- Knowledge of department and city policies and procedures, and federal, state, and local laws and regulations.
- Knowledge of the boundaries and geography of the city and county.
- Knowledge of hazardous materials identification and incident mitigation standards.
- Knowledge of computers and job-related software programs.
- Knowledge of the capabilities and uses of emergency vehicles and equipment.
- Skill in operating emergency vehicles and equipment.
- Skill in the use of radio/communications equipment.
- Skill in planning, organization, and decision making.
- Skill in public speaking and public relations.
- Skill in oral and written communication.

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SUPERVISORY CONTROLS

The Fire Captain assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include department standard operating procedures, city ordinances and policies, mutual aid agreements, NFPA standards, the state building and fire code, International Fire, Building, and Mechanical Codes, and federal, state, and local laws. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied supervisory and technical duties. The necessity of supervising and participating in work performed in life-threatening situations contributes to the complexity of the work.

- The purpose of this position is to participate in the effective delivery of fire and emergency response services to the public. Successful performance helps ensure the provision of fire department services to protect the safety of life and property.

CONTACTS

- Contacts are typically with other emergency services organizations, law enforcement personnel, media representatives, business owners, elected and appointed officials, and the general public.

- Contacts are typically to give or exchange information, resolve problems, provide services, and motivate personnel.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently standing, stooping, walking, bending, or crouching. The employee occasionally lifts light and heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, and must be able to distinguish between shades of color**. The employee must be able to drive an assigned vehicle.**

- The work is typically performed in an office and at emergency scenes. The employee may be exposed to noise, machinery with moving parts, contagious or infectious diseases, or irritating chemicals. The work may be performed outdoors and occasionally in cold or inclement weather. The work may require the use of protective devices such as masks,

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goggles, or gloves.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

The position has functional supervision over assigned personnel.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.

- Experience sufficient to thoroughly understand the work of subordinate positions to be able to answer questions and resolve problems, usually associated with one to three years experience or service.

- Possession of a valid class B driver's license issued by the State of Wyoming.

- Ability to meet current requirements set forth by the National Fire Protection Association and the certification standards as established by the Wyoming State Fire Marshal's Office.

CERTIFICATION MAINTENANCE REQUIREMENTS

- Firefighter II's shall maintain current certificates for Wyoming Firefighter II; Wyoming EMS Basic Emergency Care; Defensive Driving; Wyoming Fire Apparatus Operator, Pumper and Aerial with 2 years applied driving experience; Wyoming Fire Service Instructor I; Wyoming Fire Inspector I; ; Wyoming Hazardous Materials Responder-Operational; Wyoming Fire Officer I; ICC Fire Inspector I; Wildland Engine Operator Red Card; NFA Command & Control; NFA Strategic Organizational Issues in Fire and EMS or Communications for Emergency Services Success or equivalent.

- Employees hired after July 1, 1994, are required to maintain certification as a Wyoming State Emergency Medical Technician-Basic.

All the terms, conditions and benefits of employment with the City are subject to change at any time, except insofar as such may be covered by a legally binding collective bargaining agreement or Civil Service statutes.

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Fire Captain

FD/3

Fire Department

In an effort to create organizational clarity, and to empower its employees, the City of Sheridan has identified its core values. These values are fundamental to meeting the mission of the City. It is expected that the employee in this position will meet his or her responsibilities including observable commitment to these values.

JOB SUMMARY

This position is responsible for supervising an assigned shift of personnel for the provision of hazmat control, emergency medical, firefighting, fire suppression, rescue, public education, and inspection services to protect life, property, and the environment.

MAJOR DUTIES

- Directs, supervises, and reviews the activities of firefighting personnel on an assigned shift performing hazmat control, rescue, first aid, public education, fire inspection, fire prevention, and firefighting functions.

- Assumes responsibility for firefighting, training or maintenance as assigned by the Fire Chief.

- Provides presentations and training for community groups in fire prevention, safety, first

aid, CPR, and related subjects; serves as Safety Officer or Public Information Officer as assigned.

- Supervises the testing, maintenance repair of department vehicles, apparatus and equipment.
- Inspects quarters, personnel and equipment; evaluates the performance of subordinates.
- Participates in and directs in-service training programs; attends and conducts training sessions and drills; supervises and participates in daily physical fitness program.
- Conducts fire inspections; performs pre-fire planning and maintains related records.
- Supervises and performs building maintenance.
- Responds to emergency calls for assistance; conducts size-up and incident command duties; operates all fire and emergency equipment and components; directs firefighting activities until relieved by a superior officer.
- Conducts fire investigations.
- Makes recommendations to the Chief in matters related to personnel, apparatus, equipment, rules and regulations.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of modern firefighting techniques and equipment.
- Knowledge of modern EMS techniques and equipment.
- Knowledge of laws and regulations relating to the control and prevention of fires.
- Knowledge of department and city policies and procedures, and federal, state, and local laws and regulations.
- Knowledge of the boundaries and geography of the city and county.
- Knowledge of hazardous materials identification and incident mitigation standards.
- Knowledge of computers and job-related software programs.
- Knowledge of the capabilities and uses of emergency vehicles and equipment.

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- Skill in operating emergency vehicles and equipment.
- Skill in the supervision of personnel.
- Skill in the use of radio/communications equipment.
- Skill in planning, organization, and decision making.
- Skill in public speaking and public relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Fire Chief assigns work in terms of department goals and objectives and reviews work through conferences, reports, and observation of department activities.

GUIDELINES

Guidelines include department standard operating procedures, city ordinances and policies, mutual aid agreements, NFPA standards, the state building and fire code, International Fire, Building, and Mechanical Codes, and federal, state, and local laws. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied supervisory and technical duties. The necessity of supervising and participating in work performed in life-threatening situations contributes to the complexity of the work.
- The purpose of this position is to supervise the effective delivery of fire and emergency response services to the public. Successful performance helps ensure the provision of fire department services to protect the safety of life and property.

CONTACTS

- Contacts are typically with other emergency services organizations, law enforcement personnel, media representatives, business owners, elected and appointed officials, and the general public.
- Contacts are typically to give or exchange information, resolve problems, provide services, and motivate personnel.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

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- The work is typically performed while sitting at a desk or table or while intermittently standing, stooping, walking, bending, or crouching. The employee occasionally lifts light and heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, and must be able to distinguish between shades of color**. The employee must be able to drive an assigned vehicle.**

- The work is typically performed in an office and at emergency scenes. The employee may be exposed to noise, machinery with moving parts, contagious or infectious diseases, or irritating chemicals. The work may be performed outdoors and occasionally in cold or inclement weather. The work may require the use of protective devices such as masks, goggles, or gloves.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

The position has direct supervision over an assigned shift of personnel.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of an associate's degree in a course of study related to the occupational field.

- Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the division/department in order to direct and coordinate work within the division/department, usually interpreted to require three to five years of related experience

- Possession of a valid class B driver's license issued by the State of Wyoming.

- Ability to meet current requirements set forth by the National Fire Protection Association and the certification standards as established by the Wyoming State Fire Marshal's Office.

CERTIFICATION MAINTENANCE REQUIREMENTS

- Fire Captain's shall maintain current certificates for Wyoming Firefighter II; Wyoming EMS Basic Emergency Care; Defensive Driving; Wyoming Fire Apparatus Operator, Pumper and Aerial with 2 years applied driving experience; Wyoming Fire Service Instructor II; Wyoming Fire Inspector II; ; Wyoming Hazardous Materials Responder-Operational; Wyoming Fire Officer II; ICC Fire Inspector II; Wildland Engine Operator Red Card.

- Employees hired after July 1, 1994, are required to maintain certification as a Wyoming State Emergency Medical Technician-Basic.

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All the terms, conditions and benefits of employment with the City are subject to change at any time, except insofar as such may be covered by a legally binding collective bargaining agreement or Civil Service statutes.

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CONTRACT

This Agreement, made and entered into this ___ day of _____, 2020 by and between the CITY OF SHERIDAN (City), a municipal corporation, and Sheridan Fire Fighters, IAFF Local 276 (Local 276).

WITNESSETH

The paid members of the Sheridan Fire-Rescue Department, the regularly constituted fire department of the city of Sheridan, Wyoming, by a majority have selected Local 276 as their exclusive bargaining agent.

Representatives of Local 276 have asked the corporate authorities for collective bargaining to negotiate a written contract as to wages and working conditions of employment by said paid firefighters in accordance with Wyoming Statutes 27-10-101 through 27-10-109.

DEFINITIONS

Firefighter: Either an employee of the City of Sheridan Fire-Rescue Department who as a minimum is certified by the State of Wyoming as a Level II Firefighter according to the National Fire Protection Association Standard 1001, or a probationary firefighter who shall be working toward meeting these standards.

Shift Personnel: Those employees who, as a regular assignment, work scheduled twenty-four (24) hour shifts in a regulated work period.

Forty (40) hour personnel: Those employees who, as a regular assignment, work scheduled eight (8) hour shifts in a forty (40) hour work period.

Exempt Personnel (or Exempt Employee): Means the Division Chief-Operations of the Sheridan Fire-Rescue Department.

Shift/Work Schedule: The rotating twenty-four (24) hour schedule established by the Fire Chief on an annual basis. Currently the schedule is as follows: A 9-day cycle where a firefighter works one 24-hour shift, followed by 24 hours off duty, works another 24-hour shift, followed by 24 hours off duty, then works a final 24 hour shift, followed by 4 consecutive days off duty.

Scheduled Hours: The time when a firefighter is required to work per the shift schedule or to attend committee meetings, staff meetings, and required training which may not be on the work schedule.

Unscheduled Hours: When a firefighter is not required to work per the shift schedule but is required or requested to work by the Fire Chief of Shift Officer in order to respond to calls or maintain minimum staffing.

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THE PARTIES AGREE AS FOLLOWS:

ARTICLE I
EXPIRATION DATE

This CONTRACT shall begin effective on 12:01 a.m. July 1, 2020, and all terms, conditions, understandings and agreements of the parties, whether expressed herein or implied by the parties' conduct, practices or otherwise, shall terminate on June 30, 2021 at 12:00 midnight.

The City and Local 276 shall negotiate and bargain for a new contract each year hereafter in accord with Wyoming law. If this CONTRACT terminates on June 30, 2021, and the City and Local 276 have not yet signed a new contract for the following year, the parties agree that the status quo shall remain during the short period when the statutory arbitration hearing is held to resolve any unresolved issues or until the City and Local 276 enter into a new contract, whichever occurs first.

ARTICLE II
SCOPE

Section A

This COLLECTIVE LABOR AGREEMENT shall apply to all full-time firefighters, and exempt personnel of the Sheridan Fire-Rescue Department.

Section B

All regular full-time firefighters shall conform to the Civil Service Rules and Regulations, applicable State and Federal laws, the City of Sheridan Employee Handbook, the City's Drug & Alcohol Plan, the Fire Department Policy Manual and job descriptions. In the event any City established policy conflicts with the terms of this CONTRACT, the CONTRACT terms shall prevail.

ARTICLE III
STRIKES

The members of Local 276 agree not to engage in any form of strike, work stoppage, mass walkout, or work slowdown against the City.

ARTICLE IV
HOURS OF WORK

Section A

Unless modified by the City pursuant to Section E of this Article IV, the work schedule shall consist of twenty-four (24) hour shifts on a three platoon basis in a twenty-eight (28) day work period. The firefighters will be paid a biweekly average pay check. All worked, worked

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but unscheduled, sick, vacation, holiday, and overtime hours will be reconciled and paid at the end of each work period.

The regular work period for 40 hour personnel shall be forty (40) hours in a seven (7) day period, beginning on Sunday.

Section B

Shift Personnel shall be compensated at the employee's straight time rate for scheduled hours at a minimum of one (1) hour with half (1/2) hour increments.

Shift Personnel shall be compensated at their overtime rate of pay for all unscheduled hours worked, at a minimum of one (1) hour with half (1/2) hour increments.

Any hours worked in excess of two hundred twelve (212) hours in the 28-day work period shall be compensated at one and one-half times the employee's rate of pay. For purposes of calculating overtime pay, the hourly rate for overtime shall be calculated by taking the annual pay set forth in Article X, and dividing the total by 2758 hours.

Section C

All forty (40) hour per week personnel will be paid one and one half times their regular rate of pay for time worked in excess of forty hours per week.

Exempt personnel are exempt from overtime.

Section D

Personnel, who are recalled from a vacation or holiday shift**,** before or within one hour after their regularly scheduled shift begins, shall not be charged for the vacation or holiday. Personnel who are recalled in excess of one hour after their regularly scheduled shift begins will be compensated at one and one-half (1-1/2) times the employee's regular rate of pay.

Section E

The City may change the work period consistent with FLSA guidelines no more than once in each 6 months with sixty (60) days prior notice to Local 276. Work schedules may be adjusted by the City upon thirty (30) days prior notice to Local 276, provided that the annual compensation as set forth in Article X shall remain unchanged.

ARTICLE V
HEALTH AND SAFETY

In order to protect the health and safety of personnel, a minimum of four (4) firefighters shall be dispatched as initial response for each alarm or emergency and a minimum of two (2) personnel for each medical alarm or emergency. Shift officers shall determine the responses for

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service calls.

ARTICLE VI
VACATIONS

Section A

The annual vacation season shall begin not earlier than January 1st and shall terminate January 2nd of the following year. Vacation time shall not be carried over unless circumstances warrant extension. Extension shall be granted by the Fire Chief and time carried over must be used by April 30th if circumstances allow. Vacations shall be granted on a seniority basis with Officers having the first choice and other members having next choice, according to seniority on the Department and placement within the employees' vacation sign-up list. One vacation cycle per year, per member, may be designated as guaranteed; meaning the employee shall not be subject to involuntary recall from vacation except under emergency conditions.

Section B

Shift personnel who have been regularly appointed and have served for one (1) year through four (4) years shall be entitled to six (6) working shifts vacation with pay.

Shift personnel having served five (5) years through fourteen (14) years shall receive nine (9) working shifts vacation.

Shift personnel having served fifteen (15) years through twenty-four (24) years shall receive twelve (12) working shifts vacation.

Shift personnel have served twenty-five (25) years or more shall receive fifteen (15) working shifts vacation.

Vacations, for shift personnel, shall be started on the first shift of an on-duty cycle and end on the first regularly scheduled work day of his shift after three (3) working shifts. Thus, a vacation cycle consists of nine consecutive calendar days.

Section C

Forty hour personnel and exempt personnel, who have been regularly appointed and having served for one (1) year through four (4) years shall be entitled to ten (10) working shifts vacation with pay.

Forty hour personnel and exempt personnel having served five (5) years through nine (9) years shall receive fifteen (15) working shifts vacation.

Forty hour personnel and exempt personnel having served ten (10) years through fourteen (14) years shall receive twenty (20) working shifts vacation.

Forty hour personnel and exempt personnel having served fifteen (15) years through twenty-four (24) years shall receive twenty-five (25) working shifts vacation.

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Forty hour personnel and exempt personnel having served twenty-five (25) years or more shall receive thirty (30) working shifts vacation.

Section D

Personnel who are terminating, resigning, or retiring and have accrued vacation shall be paid for those hours at their regular rate of pay.

Personnel on temporary assignment who are terminating, resigning, or retiring and have accrued vacation shall be transferred back to their shift position and shall be paid for those hours at their 56-hour/week rate of pay.

If a regular, full-time employee with one year or more of satisfactory service dies and has unused annual leave, the salary equivalent of such unused accrued leave shall be payable as directed by the employee's beneficiary statement or to the decedent's estate.

Section E

If an employee transfers from a shift position to a forty hour position or a forty hour position to a shift position, all accrued vacation time shall be transferred on an hour for hour basis.

Section F

Should a firefighter be laid off by the City of Sheridan and then later rehired, all time worked for the City of Sheridan, both before and after the layoff, shall be considered time served for the purpose of calculating vacation accrual.

ARTICLE VII
SICK LEAVE

Section A

Shift personnel shall accrue sixteen (16) hours of sick leave for each month of service and may accumulate a total of one thousand four hundred forty (1,440) hours.

Forty hour personnel and exempt personnel shall accrue eight (8) hours of sick leave per month and may accumulate a total of nine hundred sixty (960) hours.

Section B

Sick leave shall be charged hour for hour for shift personnel.

Sick leave shall be charged hour for hour for forty (40) hour personnel.

Section C

Upon separation or termination, employees shall be eligible to convert three (3) hours of accumulated sick leave into one (1) hour of pay.

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Personnel on temporary assignment who are terminating, resigning, or retiring and have accrued sick leave shall be transferred back to their shift position and shall be paid for these hours as set forth within this section.

If a regular full-time employee dies and has unused sick leave, the salary equivalent of one third (1/3) the sick leave shall be payable as directed by the employee's beneficiary statement or to the decedent's estate.

Section D

Employees who are permanently transferred between a shift position and a forty hour position shall have their accumulated sick leave hours converted by the following formulas:

Shift to forty hour: Accrued hours in excess of 960, shall be bought out at the rate of three (3) hours equaling one (1) hour of pay.

Forty hour to Shift: Hour for hour.

ARTICLE VIII
LEAVE OF ABSENCE

Section A

Leave of absence with pay may be granted by the Fire Chief to permit employees to attend professional meetings or training conferences in the interest of the City.

Section B

Leave of absence without pay and other benefits may be granted by the Fire Chief when requested by an employee if such leave of absence is not in conflict with the best interest of the City.

Section C

All full-time employees shall be granted three (3) working days with pay when a death occurs in the employee's immediate family. Immediate family includes: spouse, child, parent, stepparents, parents-in-law, stepchildren, children-in-law, siblings, half-siblings, step-siblings, siblings-in-law, grandparents, step grandparents, grandparents-in-law and grandchildren. If the circumstances necessitate additional time off, such additional time off shall be charged to sick leave with the approval of the Fire Chief.

Section D

Emergency leaves with pay may be granted by the Fire Chief for other causes, provided that the employee shall have such leave charged to either his sick leave or annual leave, and that such leave of absence is not in conflict with the best interest of the City.

ARTICLE IX
HOLIDAYS

Section A

Fire-Rescue Department personnel shall be granted one (1) working shift off for each of

the following holidays:

1. New Year's Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Day
10. Personal Day

The Fire Chief shall determine when this time may be taken.

Section B

Personnel who are terminating, resigning or retiring and have accrued holidays shall be paid for those hours.

Personnel on temporary assignment who are terminating, resigning, or retiring and have accrued holidays shall be transferred back to their shift position and shall be paid for those hours at their 56-hour/week rate of pay.

If a regular, full-time employee dies and has unused holidays, the salary equivalent of such unused holidays shall be payable as directed by the employee's beneficiary statement or to the decedent's estate.

Section C

If an employee permanently transfers from a shift position to a forty hour position**,** all accrued holiday time shall be bought out prior to the transfer.

Personnel on temporary assignment from a shift position to a forty hour position, will retain and use holiday time hour for hour.

ARTICLE X
WAGES

Section A

The following annual scale of wages shall apply on July 1, 2020:

Certified Fire Personnel

Grade	A	B	C	D	E	F	G
F1	44,776.31	45,336.01	45,902.71	46,476.49	47,057.45	47,645.67	48,241.24
F2	47,043.11	47,631.15	48,226.54	48,829.37	49,439.73	50,057.73	50,683.45

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F3	49,424.66	50,042.47	50,668.00	51,301.35	51,942.62	52,591.90	53,249.30
F4	63,267.75	64,058.60	64,859.33	65,670.07	66,490.95	67,322.08	68,163.61

Grade	**H**	**I**	**J**	**K**	**L**	**M**	**N**
F1	48,844.25	49,454.81	50,072.99	50,698.91	51,332.64	51,974.30	52,623.98
F2	51,317.00	51,958.46	52,607.94	53,265.54	53,931.36	54,605.50	55,288.07
F3	53,914.92	54,588.85	55,271.22	55,962.11	56,661.63	57,369.90	58,087.03
F4	69,015.65	69,878.35	70,751.83	71,636.23	72,531.68	73,438.33	74,356.30

Grade	**O**	**P**	**Q**	**R**	**S**	**T**	**U**
F1	53,281.78	53,947.80	54,622.15	55,304.93	55,996.24	56,696.19	57,404.89
F2	55,797.17	56,678.91	57,387.39	58,104.74	58,831.05	59,566.43	60,311.01
F3	58,813.11	59,548.28	60,292.63	61,046.29	61,809.37	62,581.98	63,364.26
F4	75,285.76	76,226.83	77,179.67	78,144.41	79,121.22	80,110.23	81,111.61

Grade	**V**	**W**	**X**	**Y**	**Z**	**AA**	**AB**
F1	58,122.45	58,848.98	59,584.60	60,329.40	61,083.52	61,847.07	62,620.15
F2	61,064.90	61,828.21	62,601.07	63,383.58	64,175.87	64,978.07	65,790.30
F3	64,156.31	64,958.27	65,770.25	66,592.37	67,424.78	68,267.59	69,120.93
F4	82,125.50	83,152.07	84,191.47	85,243.87	86,309.42	87,388.28	88,480.64

Grade	**AC**	**AD**	**AE**	**AF**	**AG**	**AH**	**AI**
F1	63,402.91	64,195.44	64,997.88	65,810.36	66,632.99	67,465.90	68,309.22
F2	66,612.68	67,445.34	68,288.40	69,142.01	70,006.28	70,881.36	71,767.38
F3	69,984.94	70,859.76	71,745.50	72,642.32	73,550.35	74,469.73	75,400.60
F4	89,586.65	90,706.48	91,840.31	92,988.31	94,150.67	95,327.55	96,519.14

This scale is Table III-A from the Condrey & Associates, Inc. Job Classification and Compensation Plan dated April 2018.

The positions covered under this contract are:

Firefighter I/EMT B	grade F1
Firefighter I/EMT-I	grade F2
Firefighter I/EMT-P	grade F3
Firefighter II	grade F3
Captain	grade F4

When an employee reclassifies to a dual role Firefighter/ALS position or an employee is re-graded, their pay increase shall be equivalent to five percent (5%) within the new or current grade with no change in their anniversary date. Increases shall be effective upon the certification

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of the employee or utilization within the classification.

Newly hired firefighters shall receive certification increases, equivalent to 3 steps each year on the current grade and step scale, effective on the employee's anniversary date, during their first 3 years of employment based on successful completion of the schedule of certifications listed in the Fire Department Policy Manual and outlined in the job description.

Management reserves the right to modify job descriptions as it deems necessary. In the event that the duties of a job classification are substantially revised either party may request negotiations of compensation for that classification within two (2) weeks of formal notification of the revision. All applicable job descriptions are attached as reference to the end of the contract.

Section B

The firefighters shall contribute 10.245% to the Fire Pension Fund Plan B in accordance with Wyo. Stat. Ann §15-5-420.

The City shall contribute 14% to Fire Pension Fund Plan B as required by the Wyoming Retirement System per their Actuarial Valuation Report for the Year Beginning January 1, 2019.

ARTICLE XI
UNIFORM AND CLOTHING ALLOWANCE

The annual uniform and clothing allowance shall be allowed to each member for the purpose of purchasing uniforms, work clothes, and their maintenance. The amount payable to each employee shall be up to five hundred dollars ($500.00). All purchases and reimbursements must be in accordance with the City's Purchasing and Procurement Policy.

In lieu of the $500.00 clothing allowance, the City will purchase the following items for firefighters in their first year of employment:

2 pair of Nomex pants
1 short sleeve Nomex uniform shirt
1 long sleeve Nomex uniform shirt
6 cotton t-shirts, long or short sleeve
1 sweatshirt
1-3 season jacket
1 black 2" uniform belt
1 pair of black uniform foot wear
Name tag and collar brass
2 pair of workout shorts
1 pair of running shoes
The City will also purchase a Class A uniform at the end of the first year of employment.

ARTICLE XII
GRIEVANCES

Local 276 shall form a Grievance Committee. This Committee shall acquaint itself with the grievance which any firefighter or medical personnel, governed by this CONTRACT, desires to submit to it. Furthermore, this Committee can present grievances in all cases of non-observance of this contract by the City.

If the grievance involves an alleged violation of the rules of the civil service commission, it shall be processed through the procedures set forth in those rules. If the grievance involves an alleged violation of the personnel rules of the City, it may be pursued through this procedure or the grievance procedure established in those personnel rules, but not both, at the option of the Union/grievant.

The method of settlement of grievances shall be as follows:

1. The grievance must be stated in writing and presented to the Grievance Committee.

2. The Grievance Committee shall present the grievance to the Fire Chief of the Sheridan Fire-Rescue Department, who shall set a hearing for the representatives of the Grievance Committee within five (5) business days after such presentation. The Fire Chief shall render a decision in writing five (5) business days after said hearing.

3. If the decision of the Fire Chief should prove unacceptable, the Grievance Committee, upon demand of the aggrieved, or on its own decision, may appeal to the Human Resources Director and City Administrator within ten (10) business days from receipt of the written decision of the Chief. The Human Resources Director shall set a hearing date within five (5) business days after receiving an appeal from the Grievance Committee. After the hearing, the Human Resources Director shall have five (5) business days to render a decision in writing.

4. If the decision is not acceptable, the City Administrator upon written request of the Grievant or Grievance Committee shall refer the grievance to the Governing Body of the City of Sheridan within five (5) business days.

5. The Governing Body shall conduct a hearing within twenty (20) business days. This Executive Session shall be closed to the public and consist of a quorum of the Governing Body. At the Executive Session, the City and Grievance Committee shall have the right to call all witnesses and documents necessary to present the facts. The Governing Body shall render their decision in writing to the City Administrator and Grievance Committee within five (5) business days. The decision of the Governing Body is final and will terminate the grievance unless the Grievant or Grievance Committee chooses to seek judicial recourse in District Court in and for Sheridan County, Wyoming pertaining to any decision reached in this step of the grievance process.

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The time limits and/or steps listed in this Article may be extended or waived at any step of the procedure by written, mutual agreement of the parties or their designated representatives.

ARTICLE XIII
RULES AND REGULATIONS

Section A

The Fire Civil Service Rules and Regulations as adopted by the City of Sheridan shall be adopted by reference.

Section B

Local 276 shall be given a vocal consideration of any rules and regulation changes made by the Civil Service Commission.

ARTICLE XIV
RESIDENCE

Fire-Rescue Department personnel shall be allowed to live anywhere within a fifteen mile radius of the fire station.

ARTICLE XV
MEDICAL

Section A

Fire fighters shall have the option of participating in any of the City health insurance plans. The city shall contribute 80% of the $1500/$3000 deductible plan premium for employee and dependent coverage toward the cost of whichever plan is selected.

Health Savings Accounts shall be funded at $2,500.00 spouse/family and $1,250.00 for a single individual prorated over 24 pay periods. The amount of the HSA contribution is limited to this contract period.

The City agrees to pay 100% of employee and dependant dental insurance premium based on the plan and coverage in effect 7/1/15, or a plan that is comparable or better.

Section B

The City shall continue to pay premium cost for medical insurance for the spouse and/or dependents until age nineteen (19) of any employee who dies while in the performance of his/her duties. These payments shall continue provided:

1. The spouse of such deceased employee does not remarry;

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2. The spouse and/or dependents of such deceased employee does not obtain medical insurance/benefit coverage from an employer or any other source;

3. The spouse and/or dependents of such deceased employee does not qualify for medical insurance/benefit coverage as may be provided by a state or the federal government, including but not limited to Social Security and Medicare/Medicaid.

The City Attorney shall be available to assist the spouse or administrator or executor of an employee's estate, in legal services and counseling regarding available insurance and benefits in any case in which an employee dies in the line of duty.

ARTICLE XVI
MANAGEMENT RIGHTS

Subject to the terms of this Agreement and any applicable laws, rules and/or regulations, the City retains and maintains all of its statutory and inherent rights, including but not limited to: the right to reprimand, suspend, discharge or otherwise discipline any employee for cause, to determine the number of employees to be hired and to hire those employees, to determine the qualifications of employees, to assign and direct the work of employees, to promote, demote, layoff and recall employees, to determine the services to be rendered, the methods of delivering the services, and the standards for the delivery of those services, to set the starting and quitting times for employees, to regulate and control the use of machinery, vehicles, equipment and property of the City, to issue and amend rules and policies, and to take any other actions necessary to effect the mission of the City and The Sheridan Fire/Rescue Department.

ARTICLE XVII
SEVERABILITY

If any provision of this Agreement is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or new legislation, such decision shall not affect the validity of the remainder of this Agreement.

This CONTRACT contains the entire understanding of the parties hereto and may be amended, modified, supplemented or altered only by a writing duly executed by the City Council and Local 276. All prior agreements or understandings, whether oral or written, and any prior practices and courses of conduct of either party are entirely superseded by the express terms of this written CONTRACT.

LOCAL 276

_____

ATTEST. President, Local 276

_____

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Secretary/Treasurer, Local 276

CITY OF SHERIDAN

ATTEST. _____

Mayor

_____

City Clerk

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Firefighter I – EMT - B

FD/7

Fire Department

In an effort to create organizational clarity, and to empower its employees, the City of Sheridan has identified its core values. These values are fundamental to meeting the mission of the City. It is expected that the employee in this position will meet his or her responsibilities including observable commitment to these values.

JOB SUMMARY

This position is responsible for providing firefighting and emergency medical services in response to emergency and non-emergency calls.

MAJOR DUTIES

- Responds to medical emergencies; makes determination of patient condition; administers basic emergency medical treatment; transports ill and injured patients in ambulance vehicles.

- Drives and operates equipment in response to medical, rescue, fire, hazardous materials, and other emergency situations.

- Suppresses wild land and structure fires.

- Provides specialized high angle, low angle, confined space, swift water, and ice rescues.

- Performs vehicle extractions.

- Maintains equipment in a constant state of readiness.

- Presents public education programs.

- Conducts fire inspections and pre-planning activities.

- Participates in training to maintain proficiency in all requisite duties.

- Completes paperwork to record duties performed, to comply with HIPAA regulations, and to provide billing information.

- Maintains and re-supplies emergency medical care equipment.

- Performs preventive maintenance of building and apparatus.

- Maintains apparatus and equipment in constant state of readiness.

- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of modern emergency medical techniques and equipment.

- Knowledge of modern firefighting techniques and equipment.

- Knowledge of laws and regulations relating to the control and prevention of fires.

- Knowledge of department and city policies and procedures, and federal, state, and local laws and regulations.

- Knowledge of the boundaries and geography of the city and county.

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- Knowledge of hazardous materials identification and incident mitigation standards.
- Knowledge of computers and job-related software programs.
- Knowledge of the capabilities and uses of emergency vehicles and equipment.
- Skill in operating emergency vehicles and equipment.
- Skill in the use of radio/communications equipment.
- Skill in planning, organization, and decision making.
- Skill in public speaking and public relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Fire Captain assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include department standard operating procedures, city ordinances and policies, mutual aid agreements, NFPA standards, state EMS guidelines, the state building and fire code, International Fire, Building, and Mechanical Codes, and federal, state, and local laws. These guidelines are generally clear and specific, but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied emergency medical and firefighting duties. The necessity of participating in work performed in life-threatening situations contributes to the complexity of the work.
- The purpose of this position is to participate in the effective delivery of fire and emergency medical services to the public. Successful performance helps ensure the provision of fire department services to protect the safety of life and property.

CONTACTS

- Contacts are typically with other emergency services organizations, law enforcement personnel, media representatives, business owners, elected and appointed officials, and the general public.

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- Contacts are typically to give or exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently standing, stooping, walking, bending, or crouching. The employee occasionally lifts light and heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, and must be able to distinguish between shades of color**. The employee must be able to drive an assigned vehicle.**

- The work is typically performed in an office and at emergency scenes. The employee may be exposed to noise, machinery with moving parts, contagious or infectious diseases, or irritating chemicals. The work may be performed outdoors and occasionally in cold or inclement weather. The work may require the use of protective devices such as masks, goggles, or gloves.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.

- No experience requirements.

- Possession of a valid class B driver's license issued by the State of Wyoming.

- Ability to meet current requirements set forth by the National Fire Protection Association and the certification standards as established by the Wyoming State Fire Marshal's Office.

CERTIFICATION MAINTENANCE REQUIREMENTS

- Firefighter I's shall maintain current certificates for Wyoming Firefighter II; Wyoming EMS Basic Emergency Care; Defensive Driving; Wyoming Fire Apparatus Operator, pumper and Aerial; Wyoming Fire Service Instructor I; Wyoming Fire Inspector I; ; Wyoming Hazardous Materials Responder-Operational; ICC Fire Inspector I; Wildland Engine Operator Red Card.

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- Employees hired after July 1, 1994, are required to maintain certification as a Wyoming State Emergency Medical Technician-Basic.

All the terms, conditions and benefits of employment with the City are subject to change at any time, except insofar as such may be covered by a legally binding collective bargaining agreement or Civil Service statutes.

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Firefighter I – EMT - I

FD/6

Fire Department

In an effort to create organizational clarity, and to empower its employees, the City of Sheridan has identified its core values. These values are fundamental to meeting the mission of the City. It is expected that the employee in this position will meet his or her responsibilities including observable

commitment to these values.

JOB SUMMARY

This position is responsible for providing firefighting and emergency medical services in response to emergency and non-emergency calls.

MAJOR DUTIES

- Responds to medical emergencies; makes determination of patient condition; administers basic and intermediate emergency medical treatment; transports ill and injured patients in ambulance vehicles.
- Drives and operates equipment in response to medical, rescue, fire, hazardous materials, and other emergency situations.
- Suppresses wild land and structure fires.
- Provides specialized high angle, low angle, confined space, swift water, and ice rescues.
- Performs vehicle extractions.
- Maintains equipment in a constant state of readiness.
- Presents public education programs.
- Conducts fire inspections and pre-planning activities.
- Participates in training to maintain proficiency in all requisite duties.
- Completes paperwork to record duties performed, to comply with HIPAA regulations, and to provide billing information.
- Maintains and re-supplies emergency medical care equipment.
- Performs preventive maintenance of building and apparatus.
- Maintains apparatus and equipment in constant state of readiness.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of modern emergency medical techniques and equipment.

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- Knowledge of modern firefighting techniques and equipment.
- Knowledge of laws and regulations relating to the control and prevention of fires.
- Knowledge of department and city policies and procedures, and federal, state, and local laws and regulations.
- Knowledge of the boundaries and geography of the city and county.
- Knowledge of hazardous materials identification and incident mitigation standards.
- Knowledge of computers and job-related software programs.
- Knowledge of the capabilities and uses of emergency vehicles and equipment.
- Skill in operating emergency vehicles and equipment.
- Skill in the use of radio/communications equipment.
- Skill in planning, organization, and decision making.
- Skill in public speaking and public relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Fire Captain assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include department standard operating procedures, city ordinances and policies, mutual aid agreements, NFPA standards, state EMS guidelines, the state building and fire code, International Fire, Building, and Mechanical Codes, and federal, state, and local laws. These guidelines are generally clear and specific, but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied emergency medical and firefighting duties. The necessity of participating in work performed in life-threatening situations contributes to the complexity of the work.

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- The purpose of this position is to participate in the effective delivery of fire and emergency medical services to the public. Successful performance helps ensure the provision of fire department services to protect the safety of life and property.

CONTACTS

- Contacts are typically with other emergency services organizations, law enforcement personnel, media representatives, business owners, elected and appointed officials, and the general public.

- Contacts are typically to give or exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently standing, stooping, walking, bending, or crouching. The employee occasionally lifts light and heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, and must be able to distinguish between shades of color**. The employee must be able to drive an assigned vehicle.**

- The work is typically performed in an office and at emergency scenes. The employee may be exposed to noise, machinery with moving parts, contagious or infectious diseases, or irritating chemicals. The work may be performed outdoors and occasionally in cold or inclement weather. The work may require the use of protective devices such as masks, goggles, or gloves.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.

- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.

- Possession of a valid Class B driver's license issued by the State of Wyoming.

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- Ability to meet current requirements set forth by the National Fire Protection Association and the certification standards as established by the Wyoming State Fire Marshal's Office.

CERTIFICATION MAINTENANCE REQUIREMENTS

- Firefighter I – EMT I's shall maintain current certificates for EMT Intermediate; Advanced Cardiac Life Support; Pediatric Advanced Life Support; CPR Instructor; Wyoming Firefighter II; Defensive Driving; Wyoming Fire Apparatus Operator, Pumper and Aerial; Wyoming Fire Service Instructor I; Wyoming Fire Inspector I; Wyoming Hazardous Materials Responder-Operational; ICC Fire Inspector I; Wildland Engine Operator Red Card.

All the terms, conditions and benefits of employment with the City are subject to change at any time, except insofar as such may be covered by a legally binding collective bargaining agreement or Civil Service statutes.

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Firefighter I - Paramedic

FD/5

Fire Department

In an effort to create organizational clarity, and to empower its employees, the City of Sheridan has identified its core values. These values are fundamental to meeting the mission of the City. It is expected that the employee in this position will meet his or her responsibilities including observable commitment to these values.

JOB SUMMARY

This position is responsible for providing firefighting and paramedical services in response to emergency and non-emergency calls.

MAJOR DUTIES

- Responds to medical emergencies; makes determination of patient condition; administers basic and advanced emergency medical treatment; transports ill and injured patients in ambulance vehicles.
- Drives and operates equipment in response to medical, rescue, fire, hazardous materials, and other emergency situations.
- Suppresses wild land and structure fires.
- Provides specialized high angle, low angle, confined space, swift water, and ice rescues.
- Performs vehicle extractions.
- Maintains equipment in a constant state of readiness.
- Presents public education programs.
- Conducts fire inspections and pre-planning activities.
- Participates in training to maintain proficiency in all requisite duties.
- Completes paperwork to record duties performed, to comply with HIPAA regulations, and to provide billing information.

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- Maintains and re-supplies emergency medical care equipment.
- Performs preventive maintenance of building and apparatus.
- Maintains apparatus and equipment in constant state of readiness.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of modern emergency medical techniques and equipment.
- Knowledge of modern firefighting techniques and equipment.
- Knowledge of laws and regulations relating to the control and prevention of fires.
- Knowledge of department and city policies and procedures, and federal, state, and local laws and regulations.
- Knowledge of the boundaries and geography of the city and county.
- Knowledge of hazardous materials identification and incident mitigation standards.
- Knowledge of computers and job-related software programs.
- Knowledge of the capabilities and uses of emergency vehicles and equipment.
- Skill in operating emergency vehicles and equipment.
- Skill in the use of radio/communications equipment.
- Skill in planning, organization, and decision making.
- Skill in public speaking and public relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Fire Captain assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

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Guidelines include department standard operating procedures, city ordinances and policies, mutual aid agreements, NFPA standards, state EMS guidelines, the state building and fire code, International Fire, Building, and Mechanical Codes, and federal, state, and local laws. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied emergency medical and firefighting duties. The necessity of participating in work performed in life-threatening situations contributes to the complexity of the work.

- The purpose of this position is to participate in the effective delivery of fire and emergency medical services to the public. Successful performance helps ensure the provision of fire department services to protect the safety of life and property.

CONTACTS

- Contacts are typically with other emergency services organizations, law enforcement personnel, media representatives, business owners, elected and appointed officials, and the general public.

- Contacts are typically to give or exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently standing, stooping, walking, bending, or crouching. The employee occasionally lifts light and heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, and must be able to distinguish between shades of color**. The employee must be able to drive an assigned vehicle.**

- The work is typically performed in an office and at emergency scenes. The employee may be exposed to noise, machinery with moving parts, contagious or infectious diseases, or irritating chemicals. The work may be performed outdoors and occasionally in cold or inclement weather. The work may require the use of protective devices such as masks, goggles, or gloves.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.

- Experience sufficient to thoroughly understand the work of subordinate positions to be able to answer questions and resolve problems, usually associated with one to three years experience or service.

- Possession of a valid class B driver's license issued by the State of Wyoming.

- Ability to meet current requirements set forth by the National Fire Protection Association and the certification standards as established by the Wyoming State Fire Marshal's Office.

CERTIFICATION MAINTENANCE REQUIREMENTS

- Firefighter I - Paramedic's shall maintain current certificates for EMT Paramedic; Advanced Cardiac Life Support; Pediatric Advanced Life Support; CPR Instructor; Wyoming Firefighter II; Defensive Driving; Wyoming Fire Apparatus Operator, Pumper and Aerial; Wyoming Fire Service Instructor I; Wyoming Fire Inspector I; Hazardous Materials Responder-Operational; ICC Fire Inspector I; Wildland Engine Operator Red Card.

All the terms, conditions and benefits of employment with the City are subject to change at any time, except insofar as such may be covered by a legally binding collective bargaining agreement or Civil Service statutes.

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Firefighter II

FD/4

Fire Department

In an effort to create organizational clarity, and to empower its employees, the City of Sheridan has identified its core values. These values are fundamental to meeting the mission of the City. It is expected that the employee in this position will meet his or her responsibilities including observable commitment to these values.

JOB SUMMARY

This position is responsible for the provision of emergency medical, firefighting, fire suppression, rescue, public education, and inspection services to protect life, property, and the environment.

MAJOR DUTIES

- Responds to fire, rescue, hazardous materials, and other emergency incidents in an effort to protect life and property.
- Delivers life support in emergency situations.
- Assists with supervising line personnel with daily organization, task assignments, and all other shift duties.
- Participates in line commands with incidents involving fire, rescue, hazardous materials, emergency medical service, and all other emergency incidents.
- Participates in, develops, and instructs training programs in fire, rescue, hazardous materials, and emergency medical services.
- Drives and operates apparatus and equipment in response to fire, rescue, hazardous

materials, and EMS incidents.

- Maintains apparatus and equipment in a constant state of readiness.
- Presents fire and life safety education programs for schools and for other groups.
- Conducts commercial and residential fire code inspections in the City of Sheridan.
- Assists with supervising and participates in the health and fitness programs; performs health and fitness assignments to support department programs.
- Assists with preparing daily shift reports, training records, and equipment logs.
- Participates in various committees.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of modern firefighting techniques and equipment.
- Knowledge of modern EMS techniques and equipment.
- Knowledge of laws and regulations relating to the control and prevention of fires.
- Knowledge of department and city policies and procedures, and federal, state, and local laws and regulations.
- Knowledge of the boundaries and geography of the city and county.
- Knowledge of hazardous materials identification and incident mitigation standards.
- Knowledge of computers and job-related software programs.
- Knowledge of the capabilities and uses of emergency vehicles and equipment.
- Skill in operating emergency vehicles and equipment.
- Skill in the use of radio/communications equipment.
- Skill in planning, organization, and decision making.
- Skill in public speaking and public relations.
- Skill in oral and written communication.

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SUPERVISORY CONTROLS

The Fire Captain assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include department standard operating procedures, city ordinances and policies, mutual aid agreements, NFPA standards, the state building and fire code, International Fire, Building, and Mechanical Codes, and federal, state, and local laws. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied supervisory and technical duties. The necessity of supervising and participating in work performed in life-threatening situations contributes to the complexity of the work.

- The purpose of this position is to participate in the effective delivery of fire and emergency response services to the public. Successful performance helps ensure the provision of fire department services to protect the safety of life and property.

CONTACTS

- Contacts are typically with other emergency services organizations, law enforcement personnel, media representatives, business owners, elected and appointed officials, and the general public.

- Contacts are typically to give or exchange information, resolve problems, provide services, and motivate personnel.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently standing, stooping, walking, bending, or crouching. The employee occasionally lifts light and heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, and must be able to distinguish between shades of color**. The employee must be able to drive an assigned vehicle.**

- The work is typically performed in an office and at emergency scenes. The employee may be exposed to noise, machinery with moving parts, contagious or infectious diseases, or irritating chemicals. The work may be performed outdoors and occasionally in cold or inclement weather. The work may require the use of protective devices such as masks,

DRAFT

goggles, or gloves.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

The position has functional supervision over assigned personnel.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.

- Experience sufficient to thoroughly understand the work of subordinate positions to be able to answer questions and resolve problems, usually associated with one to three years experience or service.

- Possession of a valid class B driver's license issued by the State of Wyoming.

- Ability to meet current requirements set forth by the National Fire Protection Association and the certification standards as established by the Wyoming State Fire Marshal's Office.

CERTIFICATION MAINTENANCE REQUIREMENTS

- Firefighter II's shall maintain current certificates for Wyoming Firefighter II; Wyoming EMS Basic Emergency Care; Defensive Driving; Wyoming Fire Apparatus Operator, Pumper and Aerial with 2 years applied driving experience; Wyoming Fire Service Instructor I; Wyoming Fire Inspector I; ; Wyoming Hazardous Materials Responder-Operational; Wyoming Fire Officer I; ICC Fire Inspector I; Wildland Engine Operator Red Card; NFA Command & Control; NFA Strategic Organizational Issues in Fire and EMS or Communications for Emergency Services Success or equivalent.

- Employees hired after July 1, 1994, are required to maintain certification as a Wyoming State Emergency Medical Technician-Basic.

All the terms, conditions and benefits of employment with the City are subject to change at any time, except insofar as such may be covered by a legally binding collective bargaining agreement or Civil Service statutes.

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Fire Captain

FD/3

Fire Department

In an effort to create organizational clarity, and to empower its employees, the City of Sheridan has identified its core values. These values are fundamental to meeting the mission of the City. It is expected that the employee in this position will meet his or her responsibilities including observable commitment to these values.

JOB SUMMARY

This position is responsible for supervising an assigned shift of personnel for the provision of hazmat control, emergency medical, firefighting, fire suppression, rescue, public education, and inspection services to protect life, property, and the environment.

MAJOR DUTIES

- Directs, supervises, and reviews the activities of firefighting personnel on an assigned shift performing hazmat control, rescue, first aid, public education, fire inspection, fire prevention, and firefighting functions.

- Assumes responsibility for firefighting, training or maintenance as assigned by the Fire Chief.

- Provides presentations and training for community groups in fire prevention, safety, first

aid, CPR, and related subjects; serves as Safety Officer or Public Information Officer as assigned.

- Supervises the testing, maintenance repair of department vehicles, apparatus and equipment.
- Inspects quarters, personnel and equipment; evaluates the performance of subordinates.
- Participates in and directs in-service training programs; attends and conducts training sessions and drills; supervises and participates in daily physical fitness program.
- Conducts fire inspections; performs pre-fire planning and maintains related records.
- Supervises and performs building maintenance.
- Responds to emergency calls for assistance; conducts size-up and incident command duties; operates all fire and emergency equipment and components; directs firefighting activities until relieved by a superior officer.
- Conducts fire investigations.
- Makes recommendations to the Chief in matters related to personnel, apparatus, equipment, rules and regulations.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of modern firefighting techniques and equipment.
- Knowledge of modern EMS techniques and equipment.
- Knowledge of laws and regulations relating to the control and prevention of fires.
- Knowledge of department and city policies and procedures, and federal, state, and local laws and regulations.
- Knowledge of the boundaries and geography of the city and county.
- Knowledge of hazardous materials identification and incident mitigation standards.
- Knowledge of computers and job-related software programs.
- Knowledge of the capabilities and uses of emergency vehicles and equipment.

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- Skill in operating emergency vehicles and equipment.
- Skill in the supervision of personnel.
- Skill in the use of radio/communications equipment.
- Skill in planning, organization, and decision making.
- Skill in public speaking and public relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Fire Chief assigns work in terms of department goals and objectives and reviews work through conferences, reports, and observation of department activities.

GUIDELINES

Guidelines include department standard operating procedures, city ordinances and policies, mutual aid agreements, NFPA standards, the state building and fire code, International Fire, Building, and Mechanical Codes, and federal, state, and local laws. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied supervisory and technical duties. The necessity of supervising and participating in work performed in life-threatening situations contributes to the complexity of the work.
- The purpose of this position is to supervise the effective delivery of fire and emergency response services to the public. Successful performance helps ensure the provision of fire department services to protect the safety of life and property.

CONTACTS

- Contacts are typically with other emergency services organizations, law enforcement personnel, media representatives, business owners, elected and appointed officials, and the general public.
- Contacts are typically to give or exchange information, resolve problems, provide services, and motivate personnel.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

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- The work is typically performed while sitting at a desk or table or while intermittently standing, stooping, walking, bending, or crouching. The employee occasionally lifts light and heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, and must be able to distinguish between shades of color**. The employee must be able to drive an assigned vehicle.**

- The work is typically performed in an office and at emergency scenes. The employee may be exposed to noise, machinery with moving parts, contagious or infectious diseases, or irritating chemicals. The work may be performed outdoors and occasionally in cold or inclement weather. The work may require the use of protective devices such as masks, goggles, or gloves.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

The position has direct supervision over an assigned shift of personnel.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of an associate's degree in a course of study related to the occupational field.

- Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the division/department in order to direct and coordinate work within the division/department, usually interpreted to require three to five years of related experience

- Possession of a valid class B driver's license issued by the State of Wyoming.

- Ability to meet current requirements set forth by the National Fire Protection Association and the certification standards as established by the Wyoming State Fire Marshal's Office.

CERTIFICATION MAINTENANCE REQUIREMENTS

- Fire Captain's shall maintain current certificates for Wyoming Firefighter II; Wyoming EMS Basic Emergency Care; Defensive Driving; Wyoming Fire Apparatus Operator, Pumper and Aerial with 2 years applied driving experience; Wyoming Fire Service Instructor II; Wyoming Fire Inspector II; ; Wyoming Hazardous Materials Responder-Operational; Wyoming Fire Officer II; ICC Fire Inspector II; Wildland Engine Operator Red Card.

- Employees hired after July 1, 1994, are required to maintain certification as a Wyoming State Emergency Medical Technician-Basic.

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All the terms, conditions and benefits of employment with the City are subject to change at any time, except insofar as such may be covered by a legally binding collective bargaining agreement or Civil Service statutes.

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CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Minutes of Regular Council Meeting July 6th, 2020
From:	Candace Ainslie, Assistant Clerk
To:	Mayor and Council
CC:	
Date:	

Attachments

Minutes 7.6.20

CITY OF SHERIDAN, WYOMING

MINUTES OF REGULAR COUNCIL MEETING

COUNCIL CHAMBERS **7:00 P.M.** **July 6, 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 Gary Dobney with Salvation Army.

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 attending included City Administrator Stuart McRae, City Treasurer Karen Burtis, Public Works Director Lane Thompson, Utilities Director Dan Roberts, Assistant City Clerk Candace Ainslie, Human Resources Director Heather Doke, and various other City staff.

5. Mayor Miller entertained a motion to amend the agenda, Motion made by Councilman Beaver, Seconded by Councilman Martin. Council approved the motion to reflect the addition of an Executive Session. Councilor Beaver moved, seconded by Councilor Martin to approve the amended agenda. Council approved the agenda: voice vote; unanimous.

6. Comments from the Public

A. none

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

A. Consideration of Award to Simon Contractors, Inc. for the 2020 Rotomill and Overlay Project, (Highland Hill)

B. Appointment of Matt Westkott to the Downtown Development Authority (DDA) Board for a 2-year term expiring June 30, 2022.

C. Appointment of Megan Crow to the Downtown Development Authority (DDA) Board for a 2-year term expiring June 30, 2022.

D. Appointment of Paula Whitworth to the Downtown Development Authority (DDA) Board for a 1-year term expiring June 30, 2021.

E. Appointment of PJ Treide to the Downtown Development Authority (DDA) Board for a 1-year term expiring June 30, 2021.

F. Reappointment of Tod Windsor to the Planning Commission for a 3-year Term Expiring July 6th, 2023

G. G. Minutes of Regular Council Meeting June 15th, 2020

H. Claims

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

8. Community Update

A. Recognition of Noele Mena, Woodland Park School Nurse who was instrumental is assisting a critically ill student. Recognition introduced by Fire Chief Gary Harnish, and presented by Mayor Miller.

B. Recognition of the Wyo Theater as Recipient of the Wyoming Governor's Art Award - Erin Butler, Executive Director of the Wyo Theater, Inc.

9. Staff Update

A. Recognition of Four Police Graduates from the Staff & Command Program - Chief of Police Richard Adriaens. Chief Adriaens recognized four officers who recently graduated from the Staff & Command program. The award was presented to Chief Adriaens presented recognition to: Lt. Thomas Ringley, Sgt. Daniel Keller, and Sgt. James Hill, and Sgt. Jerald Rasmussen.

B. Recognition of Police Officers for Receiving a Life Saving Award - Chief of Police Richard Adriaens. Chief Adriaens recognized Cpl. Jacob Board, Officer Derek Jensen and Officer Chase Phillip for performance.

Old Business:

No Old Business

New Business:

10. Consideration of Resolution #26-20, Application to State Loan Investment Board for Coronavirus Relief Grant - Human Resources Director Heather Doke.

Councilor Martin moved, seconded by Councilor Linden to approve Resolution #26-20. Council approved the Resolution, voice vote; unanimous.

11. Consideration of Certification of Uncollected Debt of Story Recycling Group - City Treasurer Karen Burtis

Councilor Shafer moved, seconded by Councilor Martin to approve Certification of Uncollected Debt for Story Recycling Group. Council approved the agenda: voice vote; unanimous.

12. Council Comments and Requests for Future Agenda Items.

a. Councilman Linden shared that it has been spectacular night with the variety of community awards on the agenda
b. Councilman Henderson asked for clarification on the Council appointment to the DDA Board and expressed concern over the technical issues during Council meetings.
c. Council asked about the renewal of the Emergency Ordinance for the extension of alcohol deliveries.

Motion to extend emergency Ordinance for alcohol delivery for two more weeks made by Councilman Linden, Seconded by Councilman Henderson, Roll call vote, 4 nay votes, 3 yay votes. Ordinance does not pass; Councilman Beaver, Shafer Martin and Mayor Miller voting no.

13. Councilor Bridger made a motion, 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.

Returning from Executive Session, Councilor Bridger moved, seconded by Councilor Beaver to approve the IAFF Local #276 contract proposal. Voice vote, Unanimous.

14. Upon conclusion of the discussion, Councilor Shafer moved, seconded by Councilor Linden to adjourn the meeting. Council approved the motion; voice vote: unanimous. Council adjourned the meeting at 8:14 P.M.

APPROVED:

_____

Roger Miller, Mayor

ATTEST:

_____

City Clerk, Cecilia Good

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Claims
From:	
To:	Mayor and Council
CC:	
Date:	

Attachments

Claims
Payroll
Prepaids

City of Sheridan
Claims paid on 07/21/2020

Sum of Amount		
Vendor Name	Description	Total
A & M Service & Supply Inc.	Printer Cartridge for Scale House	125.75
Ace Hardware-Newkirk	Parts and supplies	378.57
ACRO, Inc.	Repaired intercom door release west doors	127.50
ACT Communications	Crimestoppers - July 2020	34.03
Advance Fence	6` chainlink fence with gate at Dog & Cat Shelter	1,273.00
Advanced Electrical Contractors	replace light pole on North Main as quoted	2,000.00
Agosto, Inc.	G Suite - Subscription Term 7.3.20-7.2.21	33,770.00
Alex Patterson	Wellness Participation Reimbursement	200.00
AlphaGraphics of Wyoming	Printing of budgets FY21/Business cards	744.86
Amazon Capital Services #A33MIR27FEZN42	Replacement keyboard and mouse/toners/supplies	664.48
Ambiente H2O Inc	repair parts for RAS pumps	4,978.00
American Maid	Cleaning	5,137.50
American Welding & Gas, Inc.	cylinder rentals/cutting fluid/tap magic	123.37
Atlantic Roofing	roof repair and snow guards - csc	1,780.00
Automation & Electronics, Inc.	Working On BGWTP call out system	327.50
B&B Leasing Company	Copier leases	310.51
Bearcom	Shipping charge for MDC Stands	20.00
BeyondTrust Corporation	9.1.20-8.31.21 Remote Support ESS Access and Lic	1,844.55
Big Horn Logistics, LLC	Safe Rides - May and June 2020	405.00
Big Horn Sanitation	portable toilets for various parks	396.00
Bighorn Design Studio, LLC	embroidery - shirts - st	150.00
Black Bear Construction	repair junction box for decorative lights	1,500.00
Brian's Boot & Shoe	UM boots - TG, JB, DD, JR, AP	800.75
Carolina Software	Quarterly Support - September 2020	550.00
Carolyn A. Byrd	PC and BOA minutes	300.00
Carquest Auto Parts	Parts and supplies	351.62
CDG Engineers, Inc.	Hillslides Project-Engineering Review-#5317	6,717.98
CED- Consolidated Electrical Distributers Inc.	decorative light repairs - signs	133.00
Cedars Health LLC	January -June Occupational Health Testing	1,368.96
Chad W Brutlag	Wellness Participation Reimbursement	200.00
Chemtrade Chemicals US LLC	Alum Sulfate	6,819.35
CHS Inc., By-Products	23.05 tons 58/28 oil hotplant	10,615.31
Coca-Cola Bottling Company High Country	Pallet of Water for Landfill	365.80
Collection Professionals Inc.	CPI Acct #1885 & #2799-6/1-6/30/2020	576.56
Colorado Barricade Co.	replacement signals - signs	2,063.34
Comtronix	UM alarm monitoring	105.00
CPS Distributors, Inc.	mirimichi byospxtrum and nutri release	636.90
Craftco Metals Services Inc	Two sculpture pedastals SPAC	3,083.32
DeBolt Consulting	Monthly Service Agreement Fee, June 2020	300.00
Dennis Lockard	Inspection Fire-Sprinkler Sys 06.30.20	294.00
Dixon Land Management and Consulting Inc	Mowing	3,488.00
Dowl	East 5th St Corridor/Main St/GIS summary of utility lines	14,361.25
DPC Industries, Inc.	Chlorine tank rental	50.00
Ed Hammer Inc	r and r passenger pretensioner unit 2.4 landfill	560.18
Eldertech LLC	SCADA programing	550.00
EMH Pro Cleaning	Janitorial Services June 2020	1,650.00
Employ, LLC	Temporary Labor	3,893.51
Energy Laboratories, Inc	Organic Water Testing	2,432.00
Engineering Associates	BGWTP Utilidor-Design & Bidding #4757	6,850.50
Enviro-Clean Intermountain, LLC	brooms unit 3.43 st	1,365.50
Farmers Co-op Oil Co.	Fuel for June 2020	31,733.50
Fastenal Company	Parts and supplies	141.60
First Interstate Bank - Mastercard	Credit card charges for June 2020	30,116.37
Fix-Right, Corp	Repair kitchen stove in station Inv 125191	127.99
Fletcher Construction Co	Hillslides Project-Misc #5317	290.00
Galls, LLC	Name Tag - Ayers	10.40
Gary Harnish	Wellness Participation Reimbursement	200.00
Geotech Environmental Equipment, Inc.	converter	474.68
Grainger, Inc.	cam and groove coupling unit 3.42 st	16.80
Harris Computer Systems	Employee Services Portal-Crystal Reports Viewer	6,728.03
Heartland Kubota, LLC	Boom pin and shipping/pin mount and freight	66.35
Heather Doke	Wellness Participation Reimbursement	250.00

Vendor Name	Description	Total
High Land Inc.	Blacktooth Park-Misc #5709	381.25
InfoSend, Inc.	June 2020 - Billing Stmts, Postage, Mo Svc Fee	10,864.19
James M. Maher	Fruits of the Good Earth scultpure	10,875.00
JC Contracting Inc	BGWTP Utilidor-Misc #4757	8,912.00
John Deere Financial #1111308145	Parts and supplies	1,351.06
John H Kane	Hay purchases for elk and buffalo thru winter	960.00
Katherine Hersman	Wellness Participation Reimbursement	250.00
Keller North America, Inc.	Hillslide Project- Stabilization Phase 1- #5317	682,712.91
Kerns & Bunting, LLC	City Prosecution Services - June 2020/Legal services	17,970.00
Keyes-Davis Company	500 Dog Tags for Animal Shelter	327.87
Kinnaird Law Office, PC	Professional Svcs - Hamlin Prosecution	45.00
Knecht Home Center	Marking paint for locates/14 in cutquik & grinding wheel	2,219.94
Kois Brothers Equipment, Co.	cyl grabber unit 3.15 wc	769.00
KXK Construction	wall reconstruction Twin Building-door, electric	14,000.00
LN Curtis & Sons	Chlorine-5 gas PID monitors for station AL	3,205.00
Luke A Goddard	Medical Doctor Coverage for July 2020	500.00
Luke Keller	25 tobacco decoy visits	250.00
Memorial Hospital of Sheridan County	Occupational Drug Testing	117.85
Midland Implement Co Inc	toro tine for golf course	239.12
Midwest Laboratories, Inc.	Compost Testing for 20-160-4004	375.00
Mike Kuzara	Wellness Participation Reimbursement	92.21
Morrison-Maierle, Inc.	NSI -Utilites & Enhancements CA #4729	19,937.02
Mullinax Concrete Service & Irrigation	chip seal aggregates 5/8 and type c - st	20,966.29
Napa Auto Parts	Parts and supplies	982.77
Nicole Hamilton	Wellness Participation Reimbursement	250.00
Norco, Inc	Supplies	834.04
Northern Lights Electric Company	reprogrammed motor saver - hot plant	120.00
Office of the Attorney General	Crime Victims Fund June 2020	908.00
Office Shop Leasing	Lease payments	377.39
One-Call of Wyoming	Tickets for June CDC Code CSH	326.25
Only Co., LLC	City Council Video Work-June 2020	1,500.00
Peak Pest Solutions LLC	Monthly pest control	210.00
Pontem Software by RIA	Annual support maintenance for cemetery	1,795.00
Powder River Power Co	oil seal/ball valve/fire hose, coupling cover, gub & oil seals	2,981.24
ProMec Services	filter element um mower	17.19
Prothman	Interim CA Salary	1,092.00
Public Safety Center, Inc.	Evidence Tape	199.90
Ricoh USA, Inc.	Copier charges July 2020	475.99
Ridgepoint Consulting, LLC	East Downtown Waterline/KROE Lane/R&O Profess Svc	15,652.50
Rocky Mountain Sign, Design & Print	2 Window Perfs for Scale House - Landfill Pricing	460.00
Roll 'N' Rite Doors Inc.	repair of east breezeway overhead door	95.00
Russell Industries Inc.	Box cross booster repairs	1,447.25
Sarah Benavidez	Wellness Participation Reimbursement	150.00
Servall Uniform & Linen Supply	Rugs	444.41
Seth Shumaker	Municipal Court Attorney Fees - May and June	170.00
Shaunessey Reeves	cleaning from June 15 thru July 3, 2020	1,275.00
Sheridan Commercial Co.	Parts and supplies	2,035.51
Sheridan Econ-O-Wash	uniform laundry Pierce - shop	28.00
Sheridan Iron Works	brazing of bronze plug	127.50
Sheridan Motor Inc	oil change ac recharge/brake hose/flush	1,763.40
Sheridan Newspapers Inc	Advertising	4,885.81
Shift Calendars Inc	2021 Shift Calendars	356.92
Simon Contractors	East Downtown-E Brundage-CA #4740	76,783.05
Simplot Partners	sprayable urea, extreme green, perennial seed/Blacktooth Park	1,762.40
Source Office & Technology	legal pads, pens, ink cartridges	552.53
Steady Stream Hydrology, Inc.	ACOE 1135 Design #5705	680.00
Steve's Truck Service Inc	reset and updated ecm unit 3.20 wc	230.00
Swagit Productions, LLC	Video Recording Svcs - June 2020	1,295.00
The Trophy Case	outdoor sign engraving SPAC	36.00
Thomas J Klepperich	Arraignments-Trials for June 2020	2,500.00
Tire Rama	tire repair unit 3.28 park	580.00
Titan Machinery Inc.	may-june rental roller - st	2,210.00
Todd Watkins or Brett Caiola	Petty cash reimbursement	185.84
Top Office Products Inc	Notary Stamp - Candace Ainslie	146.00
Transaction Warehouse, Inc	Web Payment Transaction Fee, June 2020	3,209.40
Tree Mechanics LLC	pine tree deep root feed	370.00
Tri State Truck & Equipment, Inc	July to July yearly rental unit 4. 36st	21,300.00
Trihydro Corporation	Hillslides Project-Misc #5317/Monitoring well samples	1,984.00

Vendor Name	Description	Total
U.S. Armor Corporation	Duty Vest for Ayers	815.00
USA Blue Book	Valves, adapter, sevice box combo key	1,198.04
Van Diest Supply Company	vessel herbicide, altosid briquets, aquabac	1,896.40
Vernon Manor	Fuel to WLEA	49.15
Visionary Communications	Annual internet for multiple departments	8,483.83
VRM, Inc.	Repairs	2,077.71
Wamco Lab Inc.	Full chronic toxicity test	1,700.00
Wasatch Railroad Contractors	Train Abatement-Service-#5719	28,039.84
Weed Warriors	Weed Removal/Mowing	3,025.00
Weidner Fire	Exhaust System for station-Dept Share Inv 57211	4,243.81
Western Emulsions, Inc.	css-1h tack oil - durapatch	400.20
Winsupply of Sheridan Wy Co	pvc tee and bushings	495.31
Wyoming Machinery Co	Fuel Cap - Nut and Bolt for Dozer 4-34A	165.96
Wyoming Rents	skidsteer rental st	105.00
Yonkee & Toner, LLP	Firefighter Arbitration Expenses	645.00
Zach McLain	Wellness Participation Reimbursement	200.00
Zowada Plumbing & Heating Inc	unplugged RV dump station line/City Hall boiler repl	2,312.26
Zowada Recycling & Steel, LLC	angle iron cut/square tube/alum angle	142.52
Grand Total		1,205,030.20

City of Sheridan
Regular Payroll paid on 07/16/2020

Sum of Amount		
Vendor Name	**Description**	**Total**
Blue Cross Blue Shield of Wyoming	Regular Payroll 07.16.20	(2,277.34)
IRS 941	Regular Payroll 07.16.20	11,630.19
VSP	Regular Payroll 07.16.20	(40.08)
Workers' Safety &	Regular Payroll 07.16.20	836.45
Wyoming Retirement System	Regular Payroll 07.16.20	13,163.66
Wyoming State Disbursement Unit	Regular Payroll 07.16.20	300.00
Grand Total		23,612.88

City of Sheridan
Regular Payroll paid on 07/17/2020

Sum of Amount		
Vendor Name	Description	Total
497-874-NCPERS Wyoming	Regular Payroll 07.17.20	368.00
Aflac	Regular Payroll 07.17.20	1,355.91
Blue Cross Blue Shield of Wyoming	Regular Payroll 07.17.20	83,975.58
CITCO FCU	Regular Payroll 07.17.20	2,825.13
First Federal Savings Bank	Regular Payroll 07.17.20	10,312.84
First Northern Bank of Wyoming	Regular Payroll 07.17.20	104.17
HealthEquity, Inc.	Regular Payroll 07.17.20	2,639.71
Idaho Child Support Receipting	Regular Payroll 07.17.20	11.54
IRS 941	Regular Payroll 07.17.20	52,500.50
LOCAL 276, IAFF	Regular Payroll 07.17.20	800.00
Minnesota Child Support Payment Cent	Regular Payroll 07.17.20	203.50
Nationwide	Regular Payroll 07.17.20	34.28
Office of Child Support Enforcement (SI	Regular Payroll 07.17.20	185.54
Optum Bank, Inc.	Regular Payroll 07.17.20	824.43
Orchard Trust	Regular Payroll 07.17.20	3,892.96
Security State Bank	Regular Payroll 07.17.20	468.76
Sunlight Federal Credit Union	Regular Payroll 07.17.20	1,792.52
Vantagepoint Transfer Agents 300698	Regular Payroll 07.17.20	7,268.50
VSP	Regular Payroll 07.17.20	1,104.44
Workers' Safety &	Regular Payroll 07.17.20	3,361.40
Wyoming Retirement System	Regular Payroll 07.17.20	53,762.56
Wyoming State Disbursement Unit	Regular Payroll 07.17.20	557.24
Grand Total		228,349.51

City of Sheridan
Prepaids paid on 07/09/2020

Sum of Amount		
Vendor Name	**Description**	Total
CenturyLink Communications, LLC	SCADA and Extensions lines	**796.24**
Montana Dakota Utilities	Numerous Electric Bills	**20,268.93**
Pitney Bowes Inc	Postage Machine Lease 04/30/20-07/29/20	**893.94**
	Postage for May & June 2020 for City Hall	**1,200.00**
Simplifile, LC	Recording fees Sheridan County	**14.00**
Grand Total		**23,173.11**

CITY OF SHERIDAN, WYOMING

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

Treasurer

MEMORANDUM

Project Name:	Sales and Use Tax Update - City Treasurer Karen Burtis
From:	Karen Burtis, City Treasurer
To:	Mayor and Council
CC:	
Date:	07/09/2020

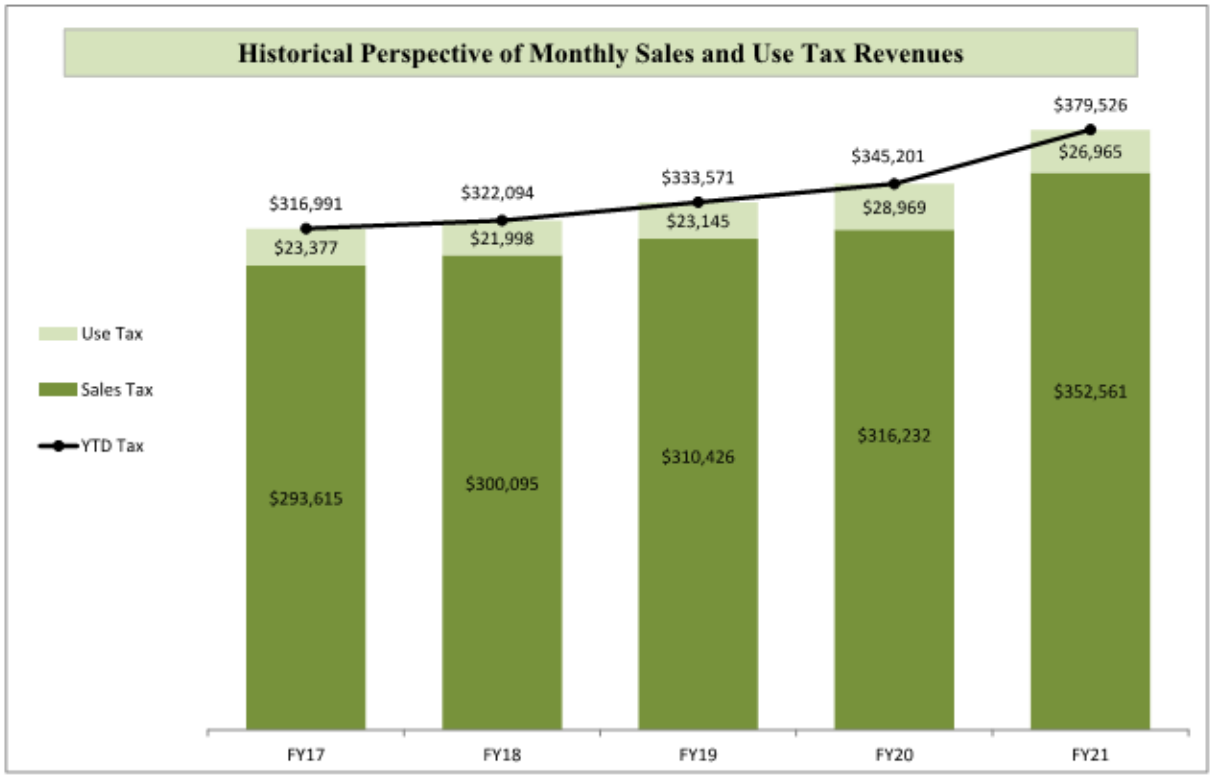
Attachments

Sales & Use Tax Graphs

City of Sheridan
Tax Revenue Report
July 2020 For May Taxes

General Fund Monthly Sales and Use Tax Revenues

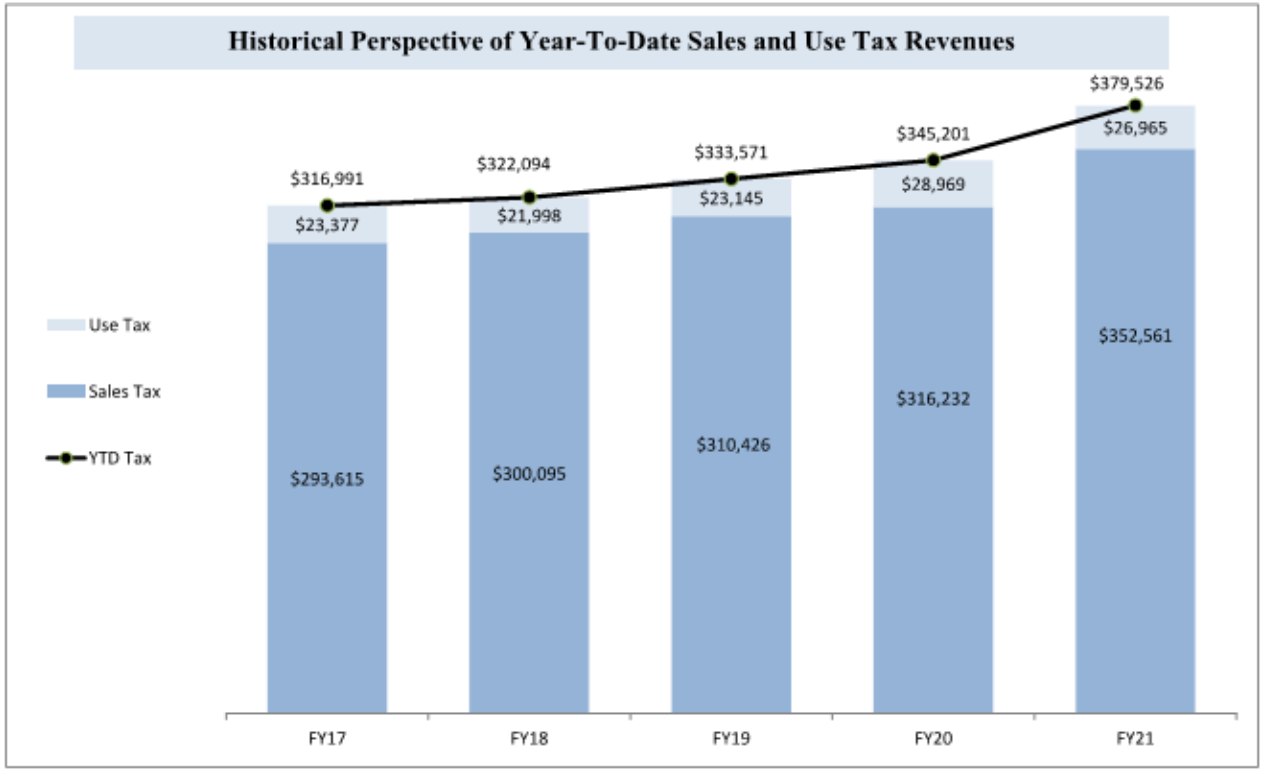
	Budgeted Revenues Jul-20	Actual Revenues Jul-20	Prior Year Actual Revenues Jul-19	Variance FY20 - FY21
Sales Tax	$239,592	$352,561	$316,232	11.5%
Use Tax	$22,838	$26,965	$28,969	-6.9%
Total	**$262,430**	**$379,526**	**$345,201**	**9.9%**



City of Sheridan
Tax Revenue Report
July 2020 For May Taxes

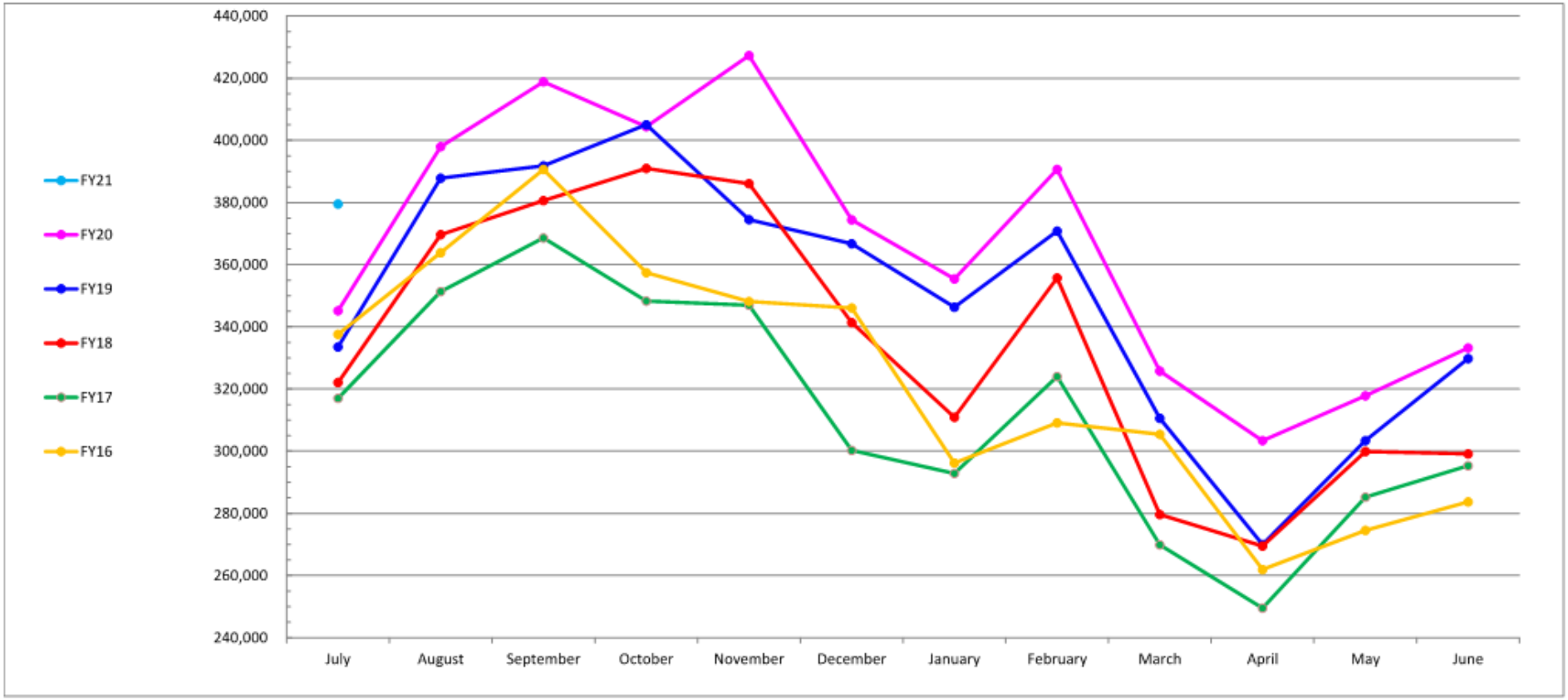
General Fund Year-To-Date Sales and Use Tax Revenues

	Budgeted Revenues YTD FY21	Actual Revenues YTD FY21	Prior Year Actual Revenues YTD FY20	Variance FY20 - FY21
Sales Tax	$239,592	$352,561	$316,232	11.5%
Use Tax	$22,838	$26,965	$28,969	-6.9%
Total	**$262,430**	**$379,526**	**$345,201**	**9.9%**



City of Sheridan
Tax Revenue Report
July 2020 For May Taxes

General Fund Monthly Sales and Use Tax Revenue by Year



City of Sheridan
Tax Revenue Report
July 2020 For May Taxes

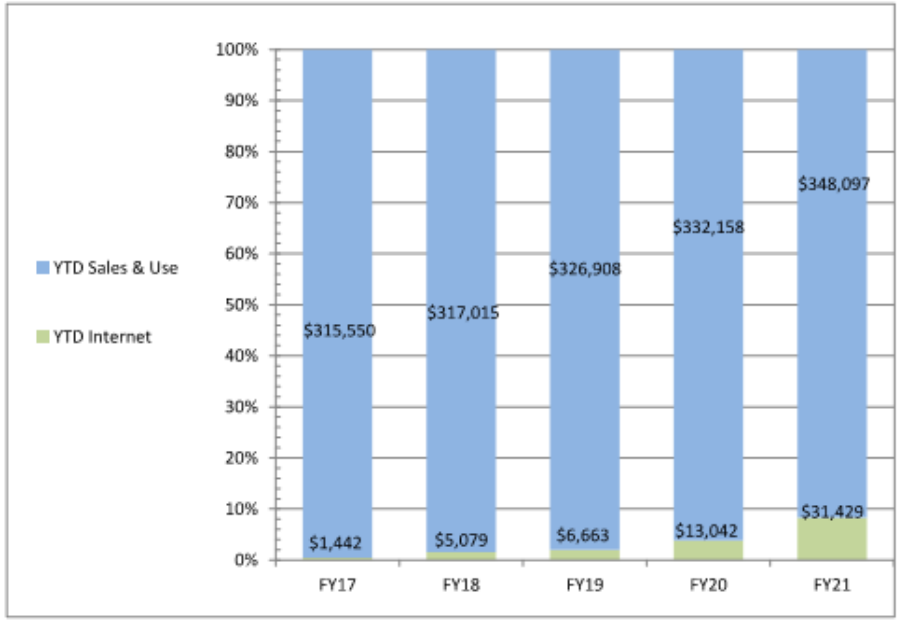
Monthly Internet Tax Compared to Total Sales & Use Tax

	FY19 Jul-18	FY20 Jul-19	FY21 Jul-20	Variance FY20 - FY21
Internet Tax	$6,663	$13,042	$31,429	141.0%
Sales & Use Tax	$326,908	$332,158	$348,097	4.8%
Total Tax	$333,571	$345,201	$379,526	9.9%
Percentage	2.00%	3.78%	8.28%	119.2%



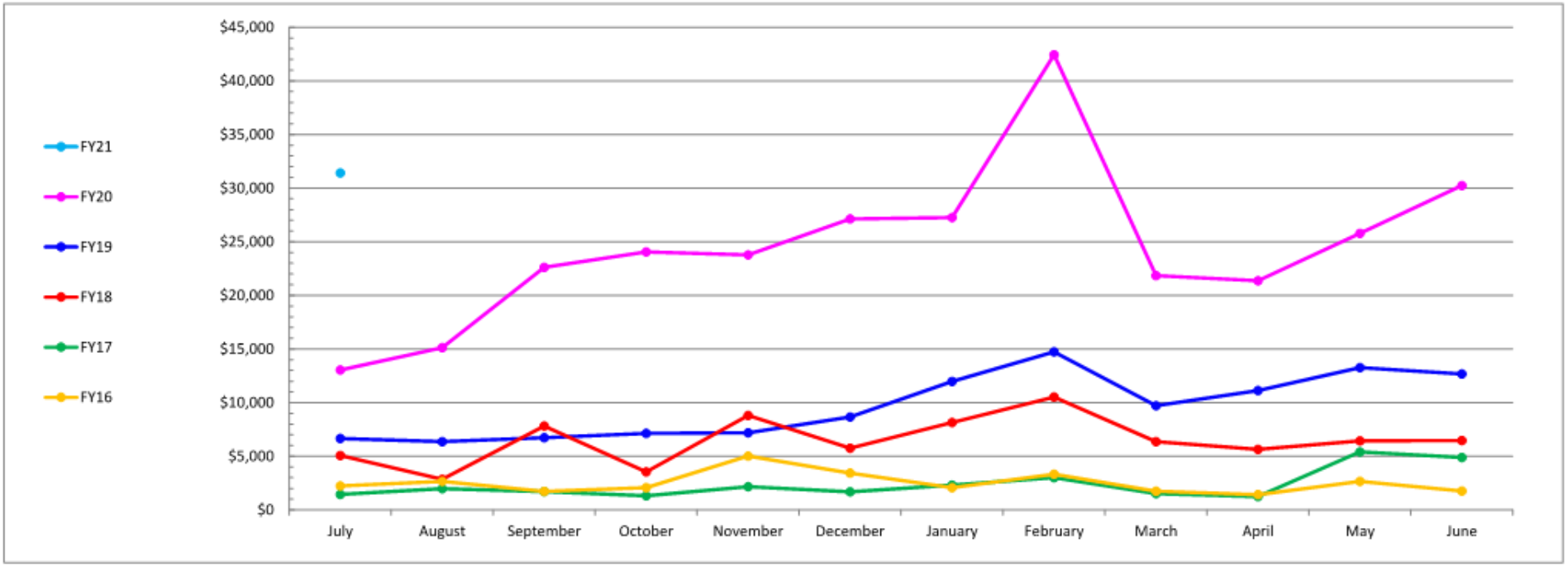
YTD Internet Tax Compared to Total Sales & Use Tax

	FY19 YTD	FY20 YTD	FY21 YTD	Variance FY20 - FY21
Internet Tax	$6,663	$13,042	$31,429	141.0%
Sales & Use Tax	$326,908	$332,158	$348,097	4.8%
Total Tax	$333,571	$345,201	$379,526	9.9%
Percentage	2.00%	3.78%	8.28%	119.2%



City of Sheridan
Tax Revenue Report
July 2020 for May Taxes

Monthly Internet Tax Revenue by Year



City of Sheridan
Sales & Use Tax Revenue Report
July 2020 for May Taxes

Select Municipalities Comparison

	FY20	FY21	%
Sheridan	$345,201	$379,526	9.9%
Buffalo	$100,667	$94,420	-6.2%
Riverton	$182,302	$203,318	11.5%
Gillette	$1,908,616	$1,523,544	-20.2%
Douglas	$943,069	$396,429	-58.0%
Casper	$1,617,580	$1,521,723	-5.9%
Cheyenne	$1,608,759	$1,515,278	-5.8%
Laramie	$494,048	$515,364	4.3%
Jackson	$502,382	$399,022	-20.6%
Cody	$249,372	$240,633	-3.5%
Green River	$501,627	$402,753	-19.7%
Rock Springs	$923,331	$742,238	-19.6%

CITY OF SHERIDAN, WYOMING

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

Treasurer

MEMORANDUM

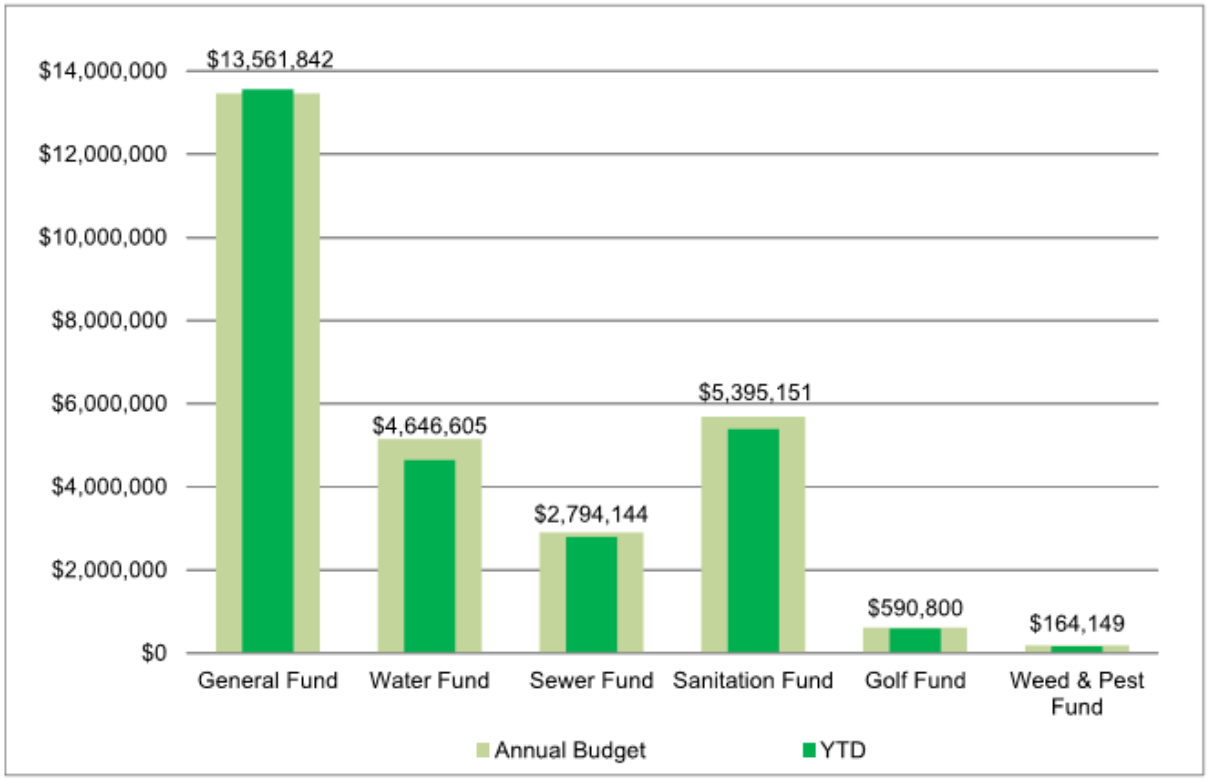
Project Name:	Quarterly Financial Update - City Treasurer Karen Burtis
From:	Karen Burtis, City Treasurer
To:	Mayor and Council
CC:	
Date:	07/09/2020

Attachments

Financial Report

FY20 YTD Summary - June 2020

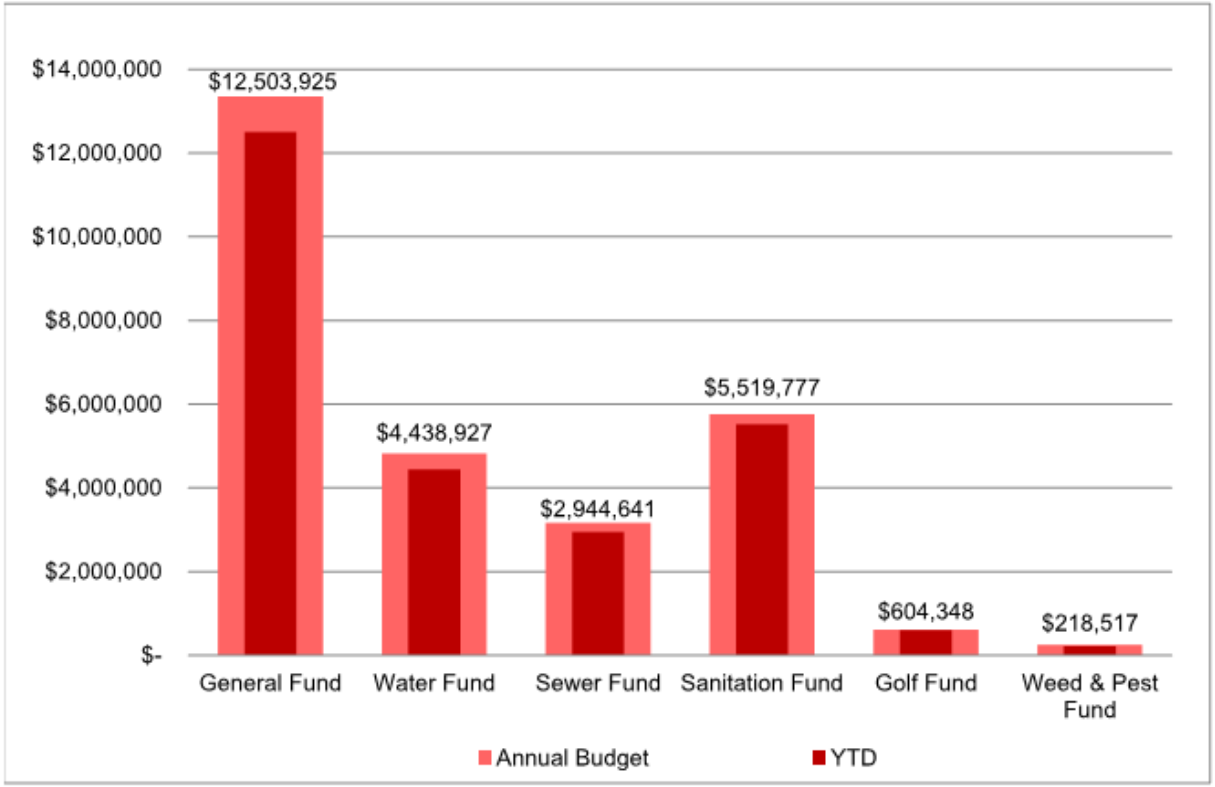
Revenue Summary



FY20 Revenues					
Fund	Annual Budget	YTD	% of Budget	Prior YTD	FY19-FY20 Change
General Fund	$13,469,936	$13,561,842	100.7%	$12,706,017	$855,826
Water Fund	$5,149,498	$4,646,605	90.2%	$4,959,185	($312,580)
Sewer Fund	$2,903,100	$2,794,144	96.2%	$2,809,772	($15,628)
Sanitation Fund	$5,685,800	$5,395,151	94.9%	$5,318,762	$76,388
Golf Fund	$614,385	$590,800	96.2%	$505,060	$85,740
Weed & Pest Fund	$186,830	$164,149	87.9%	$187,494	($23,346)

FY20 YTD Summary - June 2020

Expenditure Summary

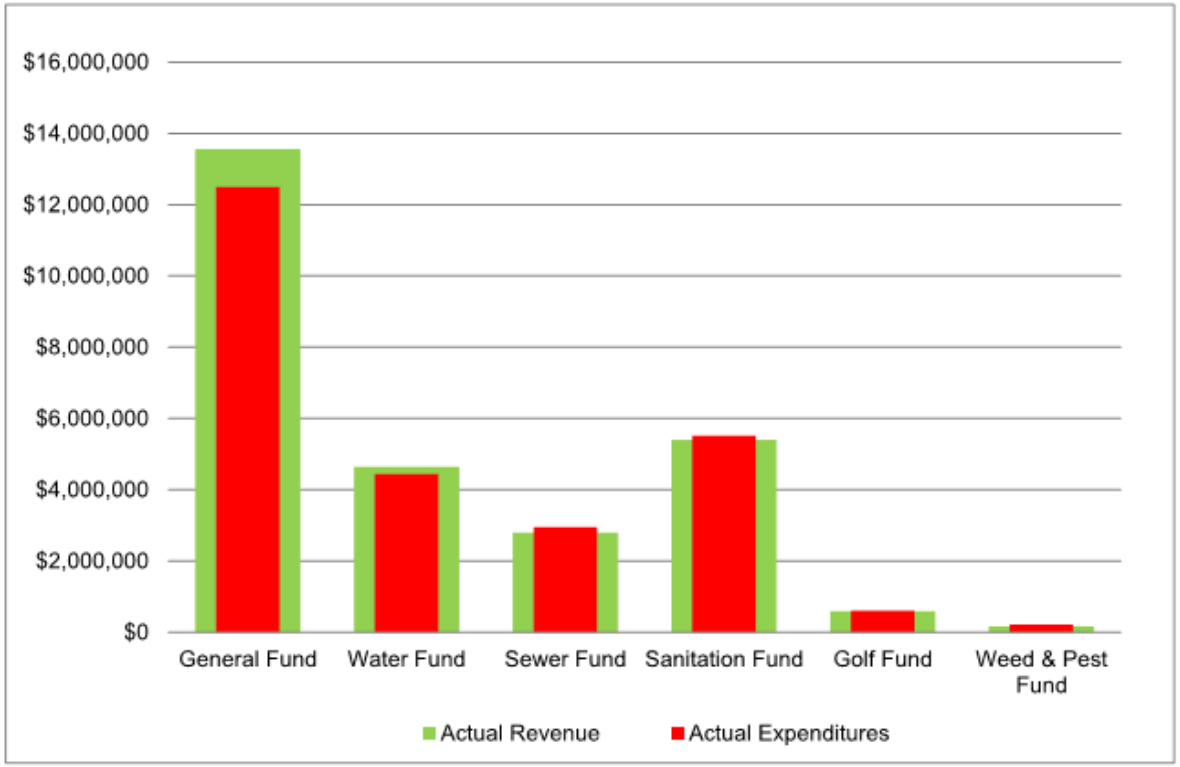


FY20 Expenditures

Fund	Annual Budget	YTD	% of Budget	Prior YTD	FY19-FY20 Change
General Fund	$13,351,562	$12,503,925	93.7%	$12,480,019	$23,906
Water Fund	$4,821,346	$4,438,927	92.1%	$4,933,197	($494,270)
Sewer Fund	$3,167,808	$2,944,641	93.0%	$2,590,843	$353,799
Sanitation Fund	$5,762,484	$5,519,777	95.8%	$5,103,435	$416,341
Golf Fund	$614,385	$604,348	98.4%	$505,028	$99,321
Weed & Pest Fund	$251,323	$218,517	86.9%	$144,372	$74,145

FY20 YTD Summary - June 2020

Revenue over Expenditures



FY20 Revenue Over Expenditures			
Fund	Actual Revenue	Actual Expenditures	Revenue Over Expenditures
General Fund	$13,561,842	$12,503,925	$1,057,918
Water Fund	$4,646,605	$4,438,927	$207,678
Sewer Fund	$2,794,144	$2,944,641	($150,498)
Sanitation Fund	$5,395,151	$5,519,777	($124,626)
Golf Fund	$590,800	$604,348	($13,548)
Weed & Pest Fund	$164,149	$218,517	($54,368)

CITY OF SHERIDAN, WYOMING

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

Human Resources

MEMORANDUM

Project Name:	Consideration of Resolution # 31-20, Application from the HUB on Smith to the State Loan and Investment Board for grant funding from the Coronavirus Relive Fund. - Heather Doke, Human Resources Director & Carmen Rideout, The HUB on Smith
From:	Heather Doke, Human Resources Director
To:	Mayor and Council
CC:	Stu McRae, City Administrator
Date:	07/15/2020

Recommendation:

Staff recommends that Mayor and Council approve Resolution #31-20 for the HUB on Smith to apply for a SLIB Grant from the Coronaviurs Relief Fund to help with their Upward Capital Construction Project.

Background:

The HUB on Smith is looking for funding for their Upward Capitol Construction Project. This project directly impacts Sheridan's response to COVID-19. It will help keep vulnerable seniors in Sheridan safe and healthy by increasing and significantly improving space for many of their programs including; Help at Home, Support Center, Home Delivered Meals, and the Loan Closet. All of these services are critical in helping people stay home and out of the hospital and nursing home facilities. Since the City of Sheridan owns the Hub on Smith building, SLIB staff told the HUB that they may qualify for the CARES Act funding available through the Coronavirus Relief Fund.

The State of Wyoming received $1.25 billion in CARES Act funding from the Federal government to address the necessary shortages related to the Coronavirus pandemic. The Wyoming State Legislature earmarked 70 million of this funding for local governments and special districts during their special session in June. The SLIB board will consider applications at their upcoming meetings on a first-come, first-served basis. The HUB on Smith intends to submit this application to the SLIB board by July 23rd for consideration at the August 6th SLIB meeting.

Attachments

Grant Application

Resolution 31-20

Proposal for City of Sheridan, WY – CARES ACT Funding
Senior Citizens Council; DBA The Hub on Smith
COVID-19 Critical Building Expansion

July 2020

General Organizational Information

1. **Mission Statement:** To celebrate, embrace, and serve older adults for the betterment of our community.

2. **Legal Name & EIN:** Senior Citizens Council; DBA The hub on Smith / EIN 83-0222330

3. **Name of person(s) who will manage the proposed project or program:**
   Carmen Rideout, Executive Director; crideout@thehubsheridan.org – COVID-19 Critical Building Expansion

4. **Complete mailing address, telephone number, e-mail and website address:**
   211 Smith Street
   Sheridan, WY 82801
   www.thehubsheridan.org
   307.672.2240

5. **Current list of Officers, Board of Directors and Executive Staff and length of service to organization**
   - Please see attached.

6. **Description of the organization (Including Financials and Statistics)**

History and Purpose of The Hub on Smith (Senior Citizens Council)

In 1972 the Senior Citizen's Coordinating Council was formed out of a growing need for services specifically for seniors. Meeting once a month to determine what services were present in the community, and what service areas were not being met, the group began serving senior citizens in Sheridan County.

The Older American's Act, passed in 1973, produced federal funding to many programs benefitting individuals 60 and better. That year, the Coordinating Council incorporated into the private non-profit organization now known as "The Sheridan Senior Center." Purchasing the first van in 1973 made the Sheridan Mini Bus the first Senior Center service; however, it wasn't long before a growing network of services and supports developed.

1975 saw community support for the Senior Center by Sheridan City Council. Financial support and office space at the City Hall allowed the necessary growth for the Center and in 1976, the first Senior Nutrition Meal site was opened in the Salvation Army Community Center.

Due to the major increases in need for Senior Center services the Sheridan Senior Center has had to grow the spaces in which it offers services. The most recent construction, on the Center has begun and we now have approximately 20,000 square feet of newly remodeled and/or expanded service provision space. This construction has been made possible in part from the Wyoming Business Council, the Wyoming Department of Transportation and a major

Capital Campaign called Celebrating Generations & Building Community Capital Campaign. Providing essential human services to the Sheridan County community has been the primary goal and mission of the Sheridan Senior Center over the past 45 years. Combined with organizations like the YMCA, Sheridan Memorial Hospital, the Library, and the College, the Senior Center is meeting senior's needs and is a hub of activity and support for those 60 or better and their families.

Geographic Area Served

The Sheridan Senior Center is a vital part of the community and is critical to the overall health and well- being of Sheridan County older adults. Serving the communities of Sheridan, Dayton, Ranchester, Story, and Big Horn, the Center saves these communities money in long term healthcare costs while providing social capital beyond any dollar figure that can be recorded on paper. Through Senior Center services, individuals in five communities have better chances of aging comfortably in their homes and in the communities they love; consequently, this has a positive effect on their well-being and the local economy.

Ideally, individuals utilizing services would be able to pay the cost of those services, but for the significant percentage of individuals of low-income, this is not possible. Without the services provided by the Center, many would be institutionalized, costing considerably more and having a negative social and economic impact on the families and the local communities in Sheridan County.

Services

The Hub provides services to Sheridan County that are unsurpassed. These services include: Meals, Transportation, Family Caregiver Support, In-Home Services, Adult Day Services, Activities and Volunteer Programming. In fiscal year 2019/2020, more than 3,500 individuals were served, including 105,739 meals served to the community, In-Home Services provided 17,800 hours of homemaking and personal care, 18,453 hours of care were provided through the Day Break program to families needing respite and care services, and 40,154 rides were provided to Sheridan County residents through Goose Creek Transit. Additionally, the Family Caregiver Program provided more than 3,283 hours of support to caregivers, 1,365 people took part in 35,473 hours of special activities programming and 572 people received coordinated services to connect with housing assistance, Medicare, LIEAP, elderly and disabled tax refund services. Additionally, 350 volunteers provided over 24,000 hours of service in the past year.

The Hub on Smith is proud to continue its partnership with more than one hundred community businesses and non-profit agencies to provide services to seniors in Sheridan County, including the City of Sheridan. This collaboration with our partners creates an extraordinary sense of shared responsibility for caring for those in our community through programs designed to serve community members both in their homes and at The Hub, with many of our services offered 365 days a year. We couldn't do what we do without the support of the City of Sheridan! We remain grateful for your shared vision and synergy to make a positive impact in the lives of so many of our friends and neighbors in the community.

Project Description

COVID-19 Critical Building Expansion

Since 1973, the Hub on Smith has provided critical support to help people continue living in their homes and their communities for as long as possible. In the last 47 years, we have worked to remain responsive to those we serve, adapting to changes in culture and expanding our services and facilities to meet the needs of our growing senior community. In 2019, the Hub on Smith served over 3,500 individuals in the Sheridan community through the following services:

- Meals (Both Congregate and Home Delivered)
- Goose Creek Transit
- Family Caregiver Support
- Community Loan Closet
- Help At Home
- Day Break
- Dementia Friendly Wyoming
- Community Outreach Services
- Activities

It is our goal that The Hub on Smith continue to meet the needs of the Sheridan community's seniors for decades into the future. While the demand for Help at Home services continues to grow as these services allow seniors to live independently for longer, the final phase of 2014 renovations called for Help at Home program to be relocated outside the existing Hub facility due to lack of space. Thus, in the spirit of service to our customers, the Hub Board of Directors hired QC10 Architects of Sheridan in fall 2019 to develop a master plan for the Hub. While considering options for the renovation and relocation, The Hub was gifted nearly 1/2 acre in additional land adjacent to the existing Hub facility. This gift presented the opportunity to evaluate ways in which the gifted property and the existing Hub facilities could be reconfigured to better deliver integrated services to our senior population.

The first phase of the master planning process revealed the need for a more effective way to connect to our friends and neighbors to the range of services offered by the Hub, and the Support Center was born. At the Support Center, a team of compassionate staff now welcomes people to The Hub, meets with them one-on-one to learn about their needs, and then connects them to the many programs and resources The Hub has to offer. This new method of connecting with individuals and families has already had a powerful impact on the people we serve and will allow for greater connectivity with other care providers and resources in the community.

Subsequent to our initial planning, the country has faced an unprecedented public health challenge with the community spread of the COVID-19 pandemic. Sheridan has not been immune to this health crisis and thus on March 16, the decision was made to close the doors to our physical space for the foreseeable future. Because the population we serve is most at risk due to their advanced age and underlying health conditions, the changes we have proposed have become more critical than ever in order to continue to serve those over 60 in the Sheridan community. The Services that have played a critical role in continuing to serve the needs of our

community are the same services that have been outlined in our initial plan, specifically increasing the capacity of our Help at Home team to reach out into the community with the ever-increasing need for additional services; increasing the space and capacity to continue to serve the community through our Home Delivered Meals Program (as an example, daily HDM deliveries have increased from an average of 150 per day pre-pandemic to over 400 per day during the COVID-19 health crisis. We are also experiencing an acute need in our community for social connectivity among our senior population as well as an exponentially increased need for our outlined Support Center services to connect individuals and families (some across the country who are worried about Mom or Dad who live in Sheridan) to connect to community resources. Again, our goal is to provide these connections and thus save the community and state vast expense through Medicare and other programs over what would be incurred if these same folks became institutionalized. Facility expansion and an increase in our service capacity is the only mechanism by which these outcomes can be achieved.

Project Objectives

Building Addition

Increase space for the "Help at Home" program at the Hub on Smith.

- Minimize the costs associated with short term leases
- Increase efficiencies and collaboration organizationally to serve increased demand
- Provide excellence in customer service – providing needed services under one roof
- Expand and increase safety for Home Delivered Meals Volunteer Entrance
- Create additional space for Support Center Services
    - Provide user friendly and quiet, private and comfortable space for people in need of care coordination, information and referral and crisis intervention
    - Dementia Friendly and capable space
    - Expand Loan Closet Space and Storage

Proposed Changes to Existing Space

- Move Help at Home into south offices in the existing facility where Admin offices are currently located
- Address acoustic issues in dining room that make it difficult to hear
- Modify main reception counter to comply with ADA
- Address temperature control and heating in the lobby area
- Review use of "tech center" and consider ways to better use the space - consider moving public computers here
- Explore options for relocating items stored in the Community Room to minimize disturbance during scheduled activities in this room

Proposed New Space

- Add approximately 5,000 square feet of space in a 2-story addition to the east side of the existing facility
- Locate new Support Center in the lower level of the addition
- Integrate Dementia Care into Support Center
- Move Administration from current location to upper story of addition
- Develop additional space at northeast corner of the Hub to incorporate food delivery, Home-Delivered Meals volunteer pickup, and a drop-off room for the Loan Closet

Site Improvements

Parking - Increase and reconfigure parking lot to:

- Increase safety and pedestrian access
- Provide green space to connect to Whitney Commons
- Provide more visible access from Brooks street
- Increase spaces for the Hub, Whitney Commons and downtown Sheridan, YMCA, Kendrick Park
- Remove structures on Brooks Street to create main access to The Hub from Brooks

- Use gifted property to create additional parking for The Hub
- Add pedestrian paths to facilitate traffic to and from The Hub and parking, Whitney Commons, Main Street, and Smith Street
- Reconfigure north parking lot to diagonal parking and eliminate "race track" around building
- Install landscaping throughout the site to create cohesive look and feel and connect The Hub with Whitney Commons
- Develop patio on SE corner near entrance to The Hub to create a gathering space
- Create outdoor dining on north side of dining room facing Whitney Commons
- Make building facade attractive and visible to Brooks Street

Existing Building Upgrades

- Add fire suppression system - Improve acoustics - Improve HVAC System in the lobby
- Overhaul the current ventilation and air-handling system in the building to reduce shared air circulation and thus the potential spread of COVID-19 and similar viruses now and in the future.

Value to the Community

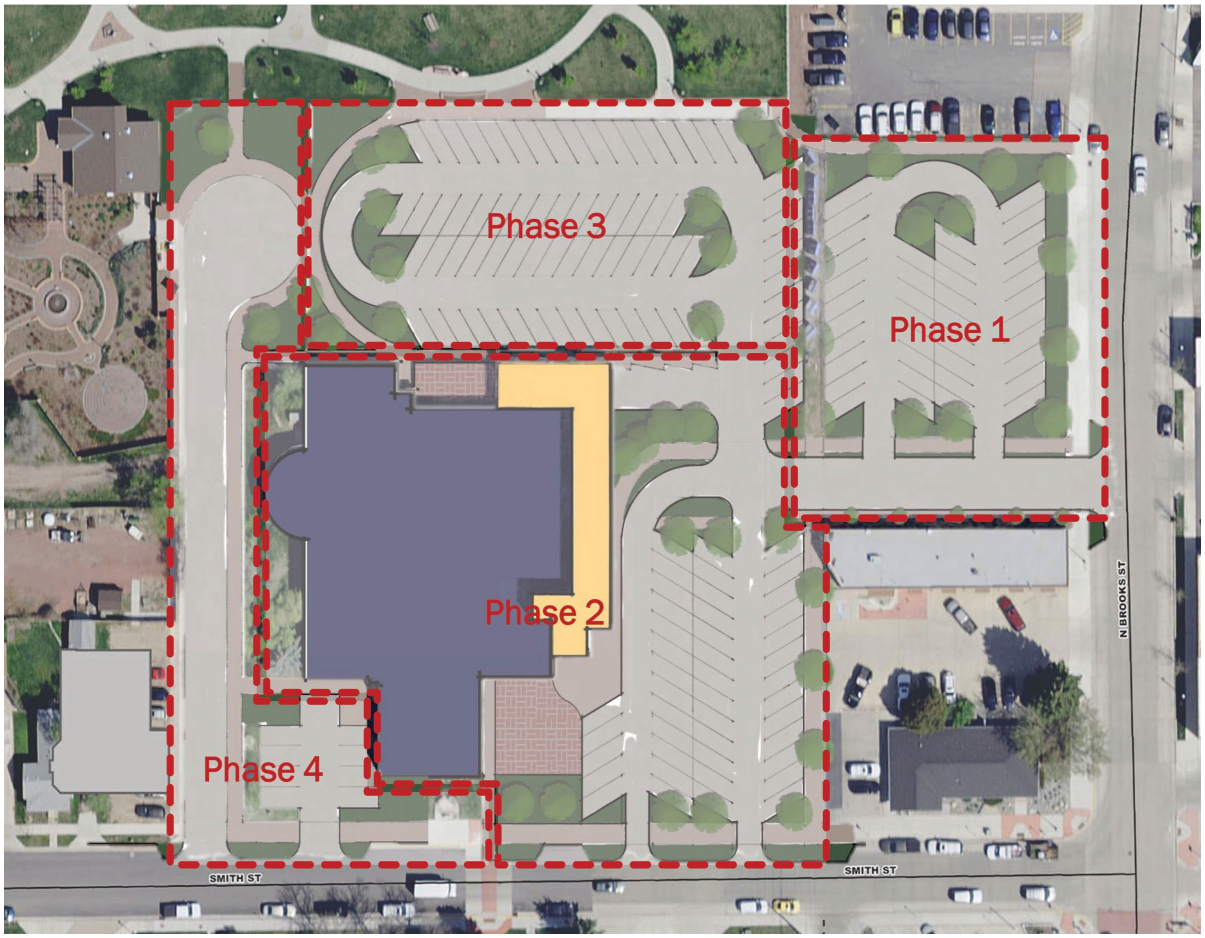
- Hub provides essential services to the older people of our community and their families
- Saves millions of dollars in long term care costs to individuals, families and the State of Wyoming
- This investment will increase the organization's sustainability and efficiency for years to come
- Important amenity for community and the community's economic development
- Makes Sheridan a community people want to live in for the long term

Project Costs

The total budget estimate for all the identified work is:

➢ Building Expansion 211 Smith Street		$4,578,869
➢ Central HVAC System		$1,500,000
➢ Roof Replacement Building Addition:		$ 352,000
	TOTAL:	$6,430,869

CONCEPT DRAWING
SITE PLAN
PROJECT PHASING



CONCEPT DRAWING
NORTH ELEVATION
FIRST FLOOR HELP AT HOME
SOUTH ELEVATION

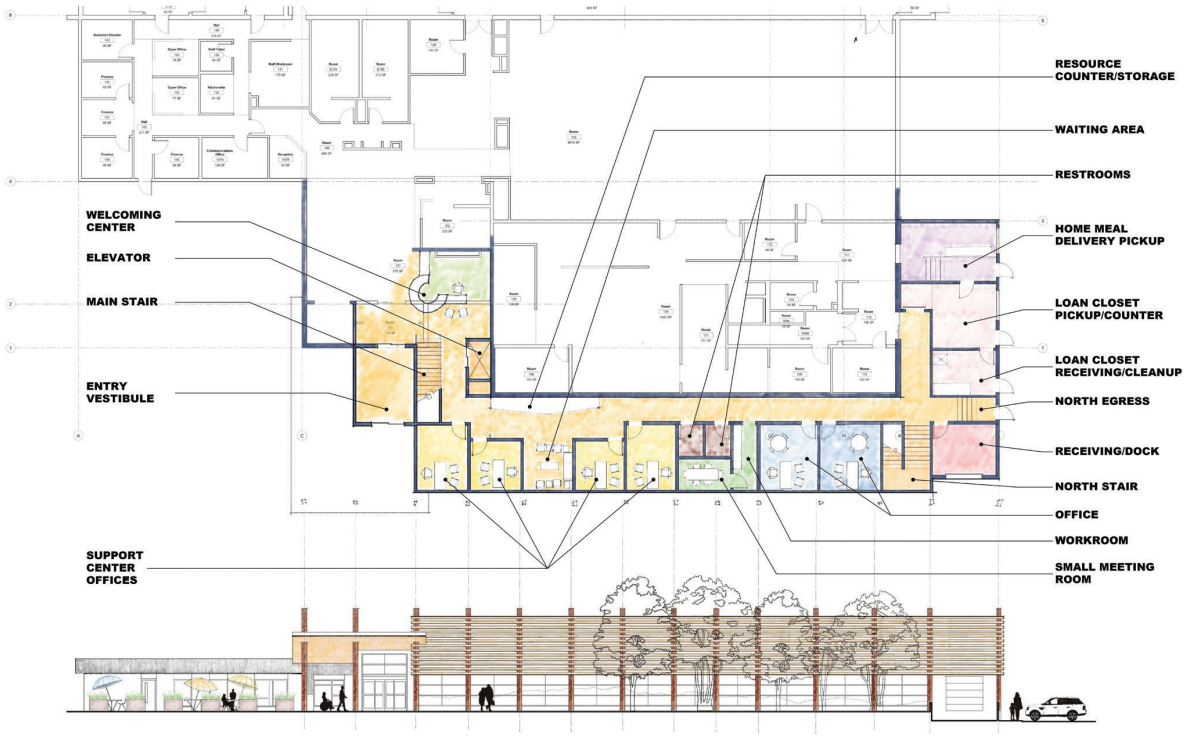


NORTH ELEVATION (VIEW FROM WHITNEY COMMONS)

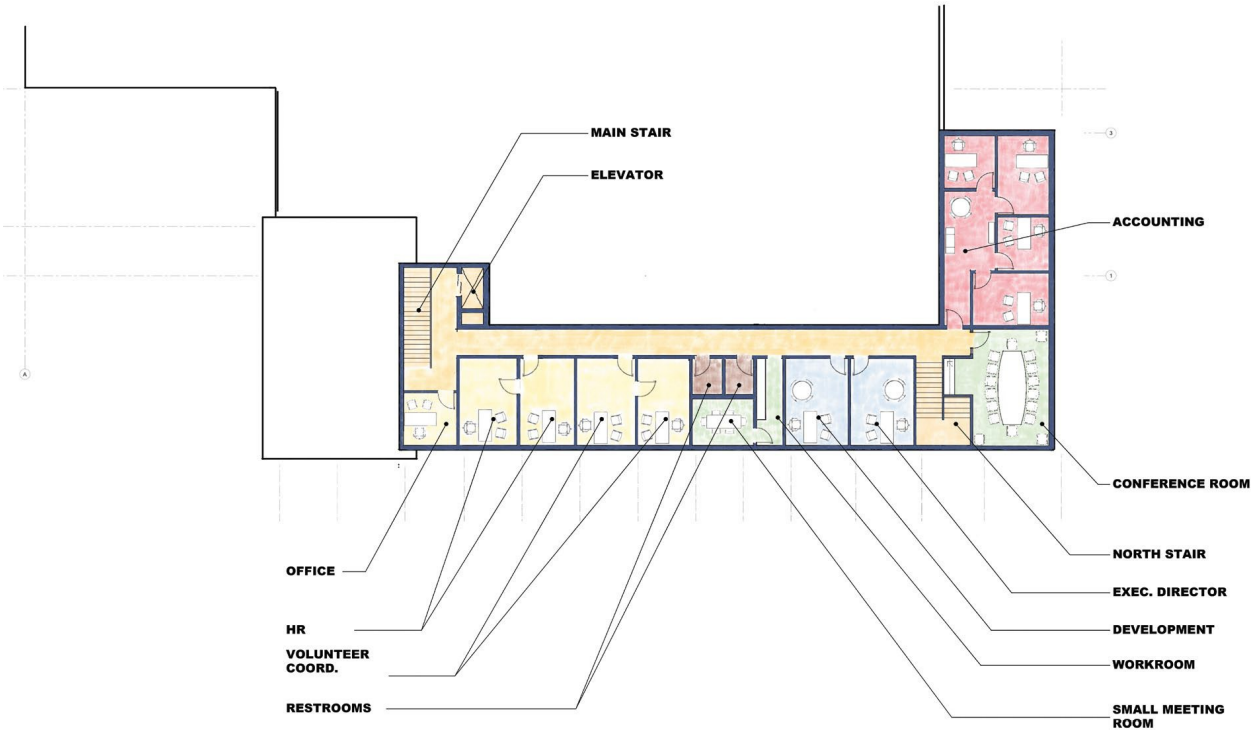


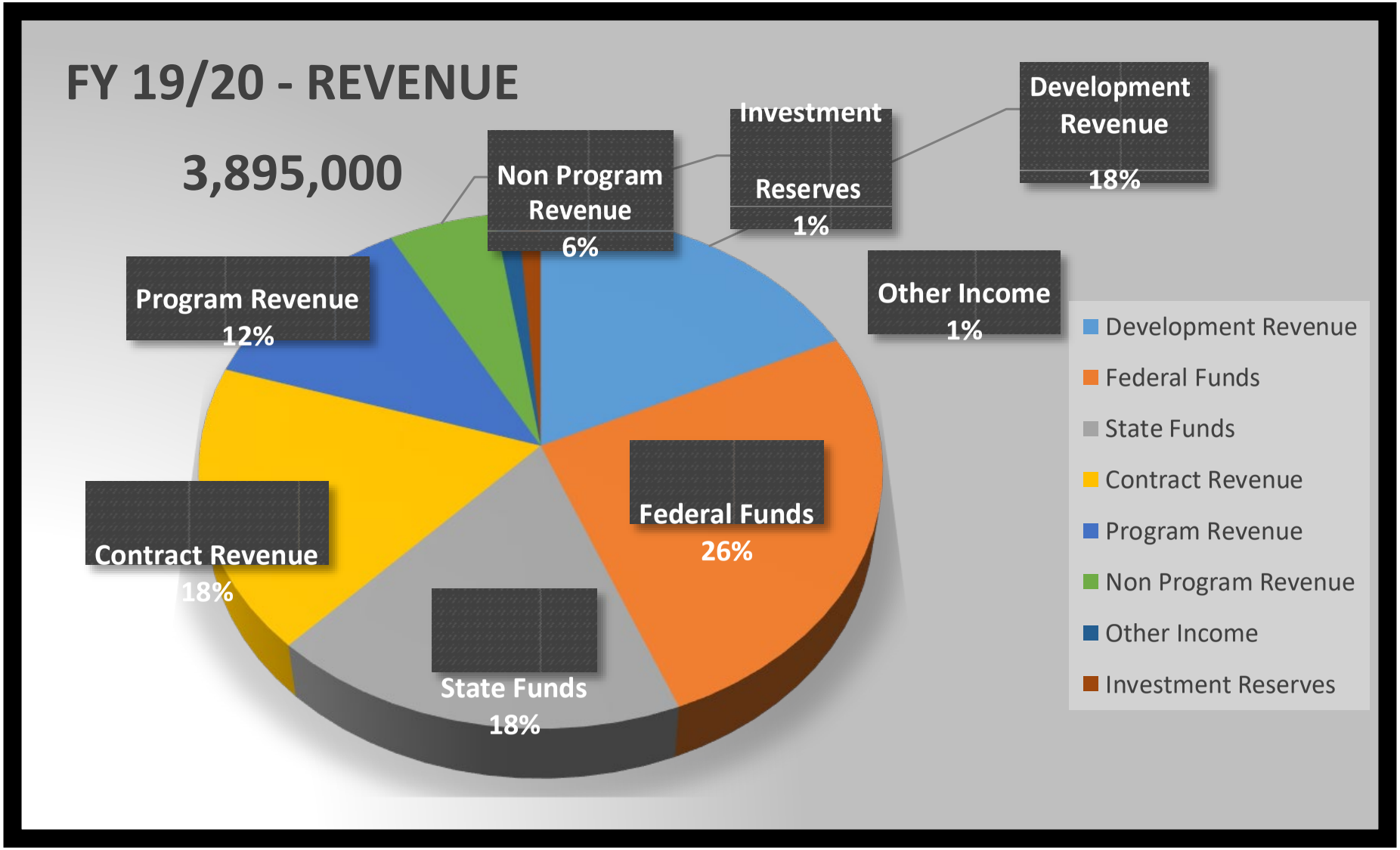
SOUTH ELEVATION (VIEW FROM SMITH STREET)

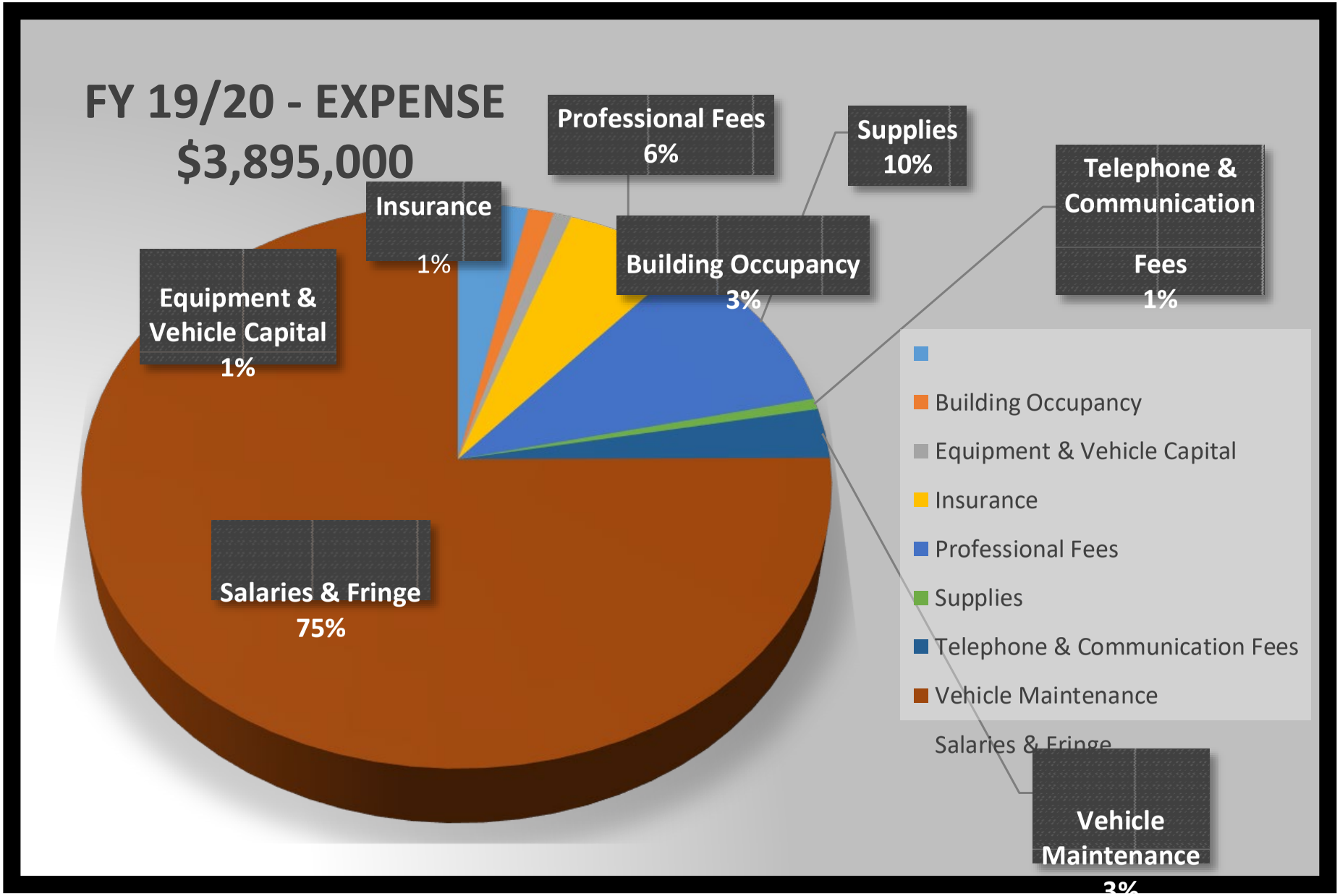
CONCEPT DRAWING
FIRST FLOOR
EAST ELEVATION



CONCEPT DRAWING
SECOND FLOOR




FY 19/20 - REVENUE
3,895,000
Development Revenue 18%
Investment Reserves 1%
Non Program Revenue 6%
Program Revenue 12%
Other Income 1%
Federal Funds 26%
Contract Revenue 18%
State Funds 18%
Development Revenue
Federal Funds
State Funds
Contract Revenue
Program Revenue
Non Program Revenue
Other Income
Investment Reserves


FY 19/20 - EXPENSE
$3,895,000
Professional Fees
6%
Supplies
10%
Telephone &
Communication
Fees
1%
Insurance
1%
Building Occupancy
3%
Equipment &
Vehicle Capital
1%
Salaries & Fringe
75%
Building Occupancy
Equipment & Vehicle Capital
Insurance
Professional Fees
Supplies
Telephone & Communication Fees
Vehicle Maintenance
Salaries & Fringe
Vehicle
Maintenance
3%

The Hub on Smith Impact Statistics 2020

The Hub on Smith Impact Statistics						
	2014	**2015**	**2016**	**2017**	**2018**	**2019**
Sheridan Senior Center						
# of People served at the Center	3,070	3,064	3,006	2932	3195	3,453
# of Veterans served at the Center	814	787	732	772	599	608
% of Individuals served who are Veterans	26.5%	25.7%	24.4%	26.3%	18.75%	17.6%
Meals (Congregate and Home Delivered)						
# of Meals Served	107,773	111,321	119,805	112,255	93,730	105,739
# of Meals Served to Veterans	26,913	27,376	27,629	27,086	28,533	26,706
% of Meals served to Veterans	25%	24.59%	23%	24%	30.44%	25.2%
# of Individuals served meals	1,467	1,592	1,694	1,772	1820	1,920
# of Veterans served meals	370	391	388	404	417	449
% of Individuals served who are Veterans	25.2%	24.56%	22.9%	22.8%	22.9%	25.2%
Help at Home Services						
# of Individuals served	219	264	289	320	418	299
# of Veterans served	60	62	84	107	107	95
% of Veterans served	27%	24%	29%	33.4%	25.6%	31.7%
Community Outreach						
# of Individuals served through Community Outreach	213	970	710	662	631	572
# of Veterans served through Community Outreach	158	131	104	95	98	96
% of Individuals served who are Veterans	74.17%	13.5%	14.6%	14.4%	15.5%	16.7%
Day Break						
# of Individuals served through Day Break	64	73	62	71	69	74
# of Veterans served through Day Break	9	17	14	17	15	17
% of Individuals served who are Veterans	14.06%	23.29%	22.5%	23.9%	21.7%	22.9%
Transportation						
# of Individuals served through Transportation	895	793	798	843	797	739
# of Veterans served through Transportation	210	186	107	155	123	119
% of Individuals served who are Veterans through Transportation	23.4%	23.4%	13.4%	18.4%	15.4%	16.1%
# of Rides given	38,539	36,594	37,820	37,972	37,802	40,154
# of Rides given to Veterans	10,434	8,224	4,707	6,060	5,805	6,132
% of Trips given to Veterans	27%	22.5%	12.4%	16%	16%	15.2%

The Hub on Smith
Board of Directors
2020

Anthony Spiegelberg, President
P.O. Box 6554
Sheridan, WY 82801-7100
Phone: 673-1074
Cell: 763-8873
Email: ajspieg@icloud.com
Occupation: Retired, Banker
Term: Oct. 2019 - Sept. 2022

Casey Osborn, Vice President
PO Box 561
Sheridan, WY 82801
Cell: 751-7505
E-mail: cosborn@emittechnologies.com
Occupation: Owner Emit Technologies
Term: October 2019 – Sept. 2022

Rae Ann Morss - Secretary
42 Smith Creek
Parkman, WY 82838
Home: 655-9724
Email: tntmorss@msn.com
Occupation: Rancher, Entrepreneur
Term: Oct. 2019 - Sept. 2022

Molly Dow, Treasurer
406 Badger Creek Road
Sheridan, WY 82801
Cell: 406-531-3435
Email: Molly@Lonabaugh.com
Occupation: Attorney
Term: Oct. 2018 - Sept. 2021

Vickie Mader
Associate Broker, CRS
Carlton Real Estate
1230 N Main St, Suite 3
Sheridan WY 82801
Cell: 751-7027
Email: vmader@fiberpipe.net
Occupation: Realtor
Term: Oct. 2017 - Sept. 2020

Jim Wilson
508 West Works Street
Sheridan, WY 82801
Home: 672-0898
Email: jim_wilson@bresnan.net
Occupation: Retiree; Public Servant
Term: Oct. 2019 - Sept. 2022

Dr. John Ritterbusch
63 Scott Place
Sheridan, WY 82801
Cell:
E-mail: biggoose@charter.net
Occupation: Retired Orthopedic Surgeon
Term: Oct. 2017 - Sept. 2020

Melissa Butcher
108 S Thurmond Street
Sheridan WY 82801
(307) 461-5688 (Office)
(307) 751-3789 (Cell)
Email: melissa@confluencewy.com
Occupation: Owner Confluence Collaborative
Term: October 2018 – Sept. 2021

Robert E. Miller (Rob)
Managing Principal
Frontier Asset Management
50 S. Loucks Street, Suite 201
Sheridan, WY 82801
Office: 673-5675
Email: rmiller@frontierasset.com
Occupation: Investment Management
Term: Oct 2019 – Sept. 2022

Directors Emeritus

Dr. Sy Thickman
1754 Big Horn Ave.
Sheridan, WY 82801
Home: 674-8648
Email: thicks@fiberpipe.net
Affiliation: Physician, Philanthropist

Roman Skatula
222 2nd West Parkway
Sheridan, WY 82801
Home: 674-8635
(307)674-0465
Affiliation: Banker,
Former Board Member

Ky Dixon
1233 Park View Ct
Sheridan, WY 82801
Home: 674-0465
Affiliation: Former Executive Director
Email: kydixon@fiberpipe.net

CITY OF SHERIDAN
RESOLUTION #31-20

A RESOLUTION AUTHORIZING SUBMISSION OF A CORONAVIRUS RELIEF GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE HUB ON SMITH IN THE CITY OF SHERIDAN, WYOMING.

FOR THE PURPOSE OF:
Receiving funding for the HUB's (Sheridan Senior Center) Upward Capital Construction project. This project directly impacts Sheridan's response to COVID-19, now and in the future. It will help keep vulnerable seniors in Sheridan safe and healthy by increasing and significantly improving space for Help at Home, Support Center, Home Delivered Meals, and the Loan Closet. All of these services are critical in helping people stay at home and out of the hospital and nursing home facilities.

W I T N E S S E T H

WHEREAS, the Governing Body for the City of Sheridan, Wyoming desires to participate in the CORONAVIRUS RELIEF GRANT program to assist in financing this request; and

WHEREAS, the Governing Body of the City of Sheridan, Wyoming recognizes the need for the request; and

WHEREAS, the Coronavirus Relief Grant program requires that certain criteria be met, as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, if any of the disbursed grant funds are later deemed to not comply with the SLIB criteria or the criteria of the CARES Act, the grant applicant agrees to repay the ineligible grant funds within 15 days of such finding to the Office of State Lands and Investments.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Sheridan, Wyoming:

That a grant application in the amount of $3,285,191.00 be submitted to the State Loan and Investment Board for consideration at the next Board meeting after application processing to assist in funding the City of Sheridan Coronovirus Emergency Relief Fund.

BE IT FURTHER RESOLVED, that Heather Doke, Director of Human Resources and Candace Ainslie, Assistant City Clerk are hereby designated as the authorized representatives of the City of Sheridan, Wyoming to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS 20th day of July, 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

Executive

MEMORANDUM

Project Name:	DSA Request for Waiver of Malt Beverage Permit Fees - Shyan Davison, Market Manager and Janet Hoxie, Market Committee Chair, Downtown Sheridan Association.
From:	Bev Leichtnam, Governmental Relations Admin. Specialist
To:	Mayor and Council
CC:	
Date:	

Attachments

DSA Waiver

July 16, 2020

City of Sheridan
P.O. Box 848
Sheridan, WY 82801

Dear Mayor Miller and City Councilmen,

Summer is here and it is time for another season of the Sheridan Farmers Market! This year marks our 20th year of the Farmers Market.

Considering the circumstances of the current pandemic, the Sheridan Farmers Market Committee continues to host the 2020 market in the hopes of promoting shopping locally during these times of uncertainty. This year's market season kicked off on July 9th and will continue every Thursday until the final date of September 17th.

In a regular year, the Market benefits from around 13 individual sponsorships. However, due to COVID-19, we have only received 1 season sponsorship of $1,000, 2 in-kind sponsors, and three market sponsorships of $350 each. We understand that businesses are having to make serious cuts to their philanthropic donations this year.

Market income has also been impacted by the decrease in vendors and the decision made to lower the vendor's fee to $15 per market. On average we have around 20 vendors compared to the 13 vendors that took part in the first market of this season. We modified who we can accept into the market this year: we will not have any food trucks or booths that provide food for on-premises consumption. Vendors have also decided not to participate due to concerns of their own health whether it be they can't wear a mask, or they have some underlying health condition that puts them at risk.

Since we have made some alterations to this season, we are searching for more support for the Sheridan Farmers Market to continue to make it the great event that it is. We have already had our street closure permit approved and we have paid a fee of $100.00 for our first two markets. We respectfully ask if our remaining fee of $450.00 be waived.

The Downtown Sheridan Association operates the Sheridan Farmers Market to benefit the community rather than the organization itself, therefore we believe it is an important staple of Sheridan's values. Although this season is very different, the Sheridan Farmers Market staff is still working to provide a safe and inexpensive place for consumers and producers to exchange goods in support of our local economy.

Sincerely,

Shyan Davidson
Market Manager

Janet Hoxie
Market Committee Chair

PO Box 13
121 S. Main Street
Sheridan, WY 82801
(307) 672-8881
downtownsheridan.org

Committee Members

Janet Hoxie,
Committee Chair

Jessica Bohnsack,
Landon's Greenhouse and Nursery

John Buyok,
Rocking Chair Farms

Ami Erickson,
Sheridan College

Jami Kessner,
DSA Board Member

Thomas Snooks,
DSA Board Member

Matt Egging,
Manchester St. Coffee

Ryan Williams,
Pepper King

DSA Staff

Zoila Perry,
Executive Director

Shyan Davidson,
Market Manager

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 # 29-20 Capital Facilities Tax - Public Works Director Lane Thompson
From: Lane Thompson, Public Works Director
To: Mayor and Council
CC:
Date: 07/14/2020

Recommendation:

Staff recommends that Mayor and Council approve Joint Resolution #29-20 for the continuation of the Capital Facilities Tax. This resolution was prepared by the County and City Attorneys.

Discussion:

The Sheridan County One Percent Specific Purpose Capital Facilities Tax (CAP Tax) was first approved in 1989 and has been continuously approved by the voters of Sheridan County. This is a specific purpose tax, meaning that the funds can only be spent on Capital Improvement Projects. The CAP Tax is also a specific amount tax, which means the CAP Tax expires when the amount of funds in the resolution are collected.

The existing CAP Tax is anticipated to be fully collected in the spring of 2021, so Resolution 29-20 is very timely to add this item to the ballot for the upcoming election.

Attachments

Resolution 29-20
Proposition

RESOLUTION
29-20

JOINT RESOLUTION APPROVING PROPOSITION FOR CONTINUATION OF A 1% SPECIFIC PURPOSE EXCISE TAX IN SHERIDAN COUNTY, WYOMING, SAID PROPOSITION TO BE PLACED ON THE BALLOT FOR THE NOVEMBER 3, 2020 GENERAL ELECTION

WITNESSTH

WHEREAS, Wyo. Stat. § 39-15-204(a)(iii) authorizes a county to collect an excise tax not to exceed one percent upon retail sales of tangible personal property, admissions and services made within the county; the revenue from the tax shall be used in a specified amount for specific purposes authorized by the qualified electors (commonly known as the capital facilities tax); and

WHEREAS, Sheridan County is presently collecting the 1% capital facilities tax authorized by Wyo. Stat. § 39-15-204(a)(iii), which is estimated to expire in 2021, and any continuation of the capital facilities tax would take effect after that expiration; and

WHEREAS, before any proposition to continue a capital facilities tax shall be placed before the electors, the governing body of the County, and the governing bodies of at least two-thirds of the incorporated municipalities within the County shall adopt a resolution approving the proposition, setting forth a procedure for qualification of a ballot question for placement on the ballot and specifying how excess funds shall be expended; and

WHEREAS, the Board of County Commissioners of Sheridan County, and the governing bodies of the Towns of Clearmont, Dayton, and Ranchester, and the City of Sheridan will each consider this Joint Resolution; and

WHEREAS, the respective governing bodies have identified specific purposes totaling $40,000,000.00 that would be appropriately funded by the capital facilities tax and in the best interest of the community; and

THEREFORE, IT IS JOINTLY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHERIDAN COUNTY, WYOMING, AND THE GOVERNING BODIES OF THE TOWN OF CLEARMONT, WYOMING, THE TOWN OF DAYTON, WYOMING, THE TOWN OF RANCHESTER, WYOMING, AND THE CITY OF SHERIDAN, WYOMING, THAT:

1. The governing bodies of Sheridan County, Town of Clearmont, Town of Dayton, Town of Ranchester, and City of Sheridan hereby determine that renewal of the 1% capital facilities tax in the specified principal amounts and for the specified purposes listed below should be placed on the ballot per Wyo. Stat. § 39-15-203(a)(iii)(A).

   a. **$560,000.00** **Town of Clearmont**
   for infrastructure improvements to water, sewer, and street projects.

   b. **$1,920,000.00** **Town of Dayton**
   for infrastructure improvements to water lines, sewer and street projects, improvements to public facilities, and capital equipment.

   c. **$1,920,000.00** **Town of Ranchester**
   for infrastructure improvements to water, sewer, and street projects.

   d. **$22,947,200.00** **City of Sheridan**
   for infrastructure improvements to streets, storm sewer, sanitary sewer and water lines or other public facilities.

e. $12,652,800.00 Sheridan County
for infrastructure improvements to County road, bridges, and public facilities.

2. The proposition of continuing a 1% capital facilities tax in Sheridan County, State of Wyoming, for the specific purposes identified above shall be combined and contained within one ballot question and submitted to qualified electors at the general election to be held on **November 3, 2020**. The election shall be held in accordance with the current Wyoming Election Code.

3. The ballot shall set forth substantially the following proposition:

> *Shall Sheridan County, State of Wyoming, be authorized to continue a specific purpose capital facilities tax to collect funds not to exceed **$40,000,000.00**, to be used as follows:*
>
> $560,000.00*; for infrastructure improvements to water, sewer, and street projects for the Town of Clearmont*
> $1,920,000.00 *for infrastructure improvements to water, sewer and street projects, improvements to public facilities, and capital equipment for the Town of Dayton;*
> $1,920,000.00 *for infrastructure improvements to water, sewer, and street projects for the Town of Ranchester;*
> $22,947,200.00 *for infrastructure improvements to streets, storm sewer, sanitary sewer and water lines or other public facilities for the City of Sheridan;*
> $12,652,800.00 *for infrastructure improvements to roads, bridges, and public facilities for Sheridan County;*
>
> ***FOR the County 1% capital facilities tax*** _____
>
> ***AGAINST the County 1% capital facilities tax*** _____

4. Upon completion of the projects identified, any excess funds collected shall be expended for capital construction purposes only. The excess funds shall be distributed in the following percentages:
   a. Town of Clearmont – 1.4%
   b. Town of Dayton – 4.8%
   c. Town of Ranchester – 4.8 %
   d. City of Sheridan – 57.368%
   e. County of Sheridan – 31.632%

5. Approval of this Joint Resolution by Sheridan County and at least 2/3 of the municipalities within Sheridan County constitutes approval of the proposition to continue a 1% capital facilities tax for the above-specified purposes and amounts for a total of $40,000,000.00.

6. Approval of this Joint Resolution shall constitute written notification to the County Clerk, specifying the date of the election and the proposition.

7. Each provision of this Joint Resolution is severable and should any provision of this Joint Resolution be judicially determined to be invalid or unenforceable, such determination shall not affect the remaining provisions hereof.

Town or City of Sheridan, WY **Attest:**

_____ _____

Roger Miller, Mayor City of Sheridan **Cecilia Good, Clerk City of Sheridan**

SHERIDAN COUNTY COMMISSION

TERRY CRAM • CHRISTI HASWELL • MIKE NICKEL • TOM RINGLEY • NICK SIDDLE

July 7, 2020

Eda Schunk Thompson, County Clerk
Sheridan County Courthouse
224 S. Main
Sheridan, WY 82801

Dear Ms. Thompson,

The Board of County Commissioner is requesting your office to place on the ballot a proposition of continuing the One Cent Specific Purpose (1% Capital Facilities Tax). The 1% Capital Facilities Tax for the specific purposes identified below shall be combined and contained within one ballot question and submitted to the qualified electors at the General Election to be held on November 3, 2020.

The ballot shall set forth substantially the following proposition:

Shall Sheridan County, State of Wyoming, be authorized to continue a specific purpose capital facilities tax to collect funds not to exceed ***$40,000,000.00****, to be used as follows:*

$560,000.00*; for infrastructure improvements to water, sewer, and street projects for the Town of Clearmont;*
$1,920,000.00 *for infrastructure improvements to water, sewer and street projects, improvements to public facilities, and capital equipment for the Town of Dayton;*
$1,920,000.00 *for infrastructure improvements to water, sewer, and street projects for the Town of Ranchester;*
$22,947,200.00 *for infrastructure improvements to streets, storm sewer, sanitary sewer and water lines or other public facilities for the City of Sheridan;*
$12,652,800.00 *for infrastructure improvements to roads, bridges, and public facilities for Sheridan County;*

FOR the County 1% capital facilities tax _____

AGAINST the County1% capital facilities tax _____

224 South Main Street – Suite B1 – Sheridan, Wyoming 82801-4855
Phone: 307-674-2900 – Fax: 307-674-2909

Sheridan WYOMING NATURALLY

SHERIDAN COUNTY
WYOMING EST 1888

SHERIDAN COUNTY COMMISSION

TERRY CRAM • CHRISTI HASWELL • MIKE NICKEL • TOM RINGLEY • NICK SIDDLE

Thank you for your consideration.

Sincerely,

Nick Siddle

Nick Siddle, Chairman

Cc via email;

Board of County Commission
Roger Miller, City of Sheridan Mayor
Norm Anderson, Town of Dayton Mayor
Peter Clark, Town of Ranchester Mayor
Greg Rohrer, Town of Clearmont Mayor

224 South Main Street – Suite B1 – Sheridan, Wyoming 82801-4855
Phone: 307-674-2900 – Fax: 307-674-2909

Sheridan
WYOMING
NATURALLY

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Consideration of Operating Agreement with the Sheridan Recreation District - City Attorney Brendon Kerns
From:	
To:	Mayor and Council
CC:	
Date:	

Attachments

Memo
Agreement
Attachment

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: **July 16, 2020**
To: **City of Sheridan Mayor and Council**
RE: **Recreation District Operating Agreement**

The Recreation District ("Rec. District") Operating Agreement grants the Re. District the authority to operate and manage certain City parks. In the spring of 2019, the Rec. District asked to manage all of the City's parks. It was not possible at that time to negotiate the parameters of a new contract before the expiration of the current contract. The parties agreed to enter into a one-year contract in order to give the parties time to discuss the terms.

Currently, the Rec. District manages ThorneRider/Media, Kendrick Pool and Ice Cream Stand, Blacktooth Park, and Oatts (6th Street) Park. Historically, the Rec. District has been responsible for managing the use of those parks and providing maintenance.

Throughout the fall of 2019 and winter of 2020, the City and Rec. District negotiated a new agreement. The new agreement does not grant the Rec. District management of any new parks at this time. The City, in consultation with the Rec. District, established maintenance procedures and standards which the Rec. District will be required to meet before any discussion of transferring management of any other parks to the Rec. District occurs.

Each park has a maintenance standard that must be met. The standard increases over the first three years. Once the maintenance standard has been met, the standard must then be maintained. In addition to the maintenance standard, Thorne Rider/Media and Oatts Park must be improved in order to remedy maintenance that has not been historically performed. These improvements are required to be made over a three-year period.

Should the Rec. District be unable to meet a standard or fail to make an improvement, the City can provide written notice to the Rec. District of the failure. If the Rec. District fails to correct the issue, the City can take back maintenance of the park. If a park reverts to the maintenance of the City, the Rec. District's City budget contribution will be reduced. The reduction in the amount of money shall be proportionate to the expenses the Rec. District incurred for that park (average of the prior three (3) fiscal years) from funds received by the City compared to all of the funds the Rec. District received by the City (average of the prior three (3) fiscal years) and prorated to the date the park reverts to the City's control.

The proposed agreement will expire in five years. Should the Rec. District meet all of the conditions and requirements of the new agreement, the parties intend to increase the parks to be managed by the Rec. District.

KERNS & BUNTING, LLC

Brendon Kerns

OPERATING AGREEMENT

THIS OPERATING AGREEMENT (hereinafter "Agreement") is made and entered into effective July 1, 2020, by and between the **CITY OF SHERIDAN, WYOMING,** a Wyoming municipal corporation, by and through its City Governing Body, whose principal place of business is located at Grinnell Street, P. O. Box 848, Sheridan, Wyoming 82801 (hereinafter referred to as "City"), and the **SHERIDAN RECREATION DISTRICT,** by and through its Board of Directors, whose principal place of business is located at Thorne-Rider Park, P. O. Box 6308, Sheridan, Wyoming 82801 (hereinafter referred to as "Recreation District").

Recitals

A. By written agreement entered into effective July 1, 2020, the City and the Sheridan County School District No. 2, State of Wyoming, (hereinafter referred to as "the School District") have duly continued their joint establishment of a system of public recreation pursuant to Wyoming Statute, known as the Sheridan Recreation District, for a term of five (5) years ending June 30, 2025. By such agreement, the City and the School District further jointly continued the existence of the Recreation District Board (hereinafter referred to as "the District Board"), and delegated to the District Board the operation of the jointly-established recreation system.

B. By virtue of Wyo. Stat. Ann. § 18-9-202(b), the District Board has the power to manage, operate, and regulate the recreational systems and may take any steps necessary to insure the safe, economical, and enjoyable operation of the system.

C. Other powers and duties of the District Board are as provided by law and by the agreement referenced in A. above.

D. The City and Recreation District have entered into multiple contracts and extensions thereof regarding the operation of City facilities. Those prior contracts and extensions have expired and are no longer controlling.

E. The City and the Recreation District, for the purpose of defining the duties and responsibilities of the City and the Recreation District concerning the operation, management, and regulation of the recreational system, desire to enter into this Agreement and both the Recreation District and the City find this Agreement to be in the best interests of the citizens within the boundaries of the Recreation District.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements of the parties hereinafter stated, to be kept and maintained by them, it is hereby agreed as follows:

1. **Exhibit A.** **Exhibit A**, attached and incorporated herein as if fully set forth, describes and lists each premise which is subject to this Agreement. **Exhibit A** further provides terms, schedules and obligations agreed to by the parties.

2. **Effective Date and Term of Agreement**. This Agreement is effective July 1, 2020, and terminates on June 30, 2025, unless extended by mutual agreement of the City and the Recreation District as provided in Paragraph 15. Provided, however, this Agreement may be terminated by either party upon sixty (60) days written notice to the other party of its intent to do so. Notice shall be deemed to have been given, and the time period stated above shall be deemed to have commenced, on the date of actual and personal receipt of such written notice by an authorized representative of the receiving party.

3. **Budget and Finances of the Recreation District.** The funding of the Recreation District shall be derived from the following sources:

   a. From revenues generated from the taxes authorized in Wyo. Stat. Ann. §§ 18-9-201 and 202, as amended, or by other taxes or Statutes, including, but not limited to, mill levies, or fractions thereof, as approved by the City or School District for the benefit of the Recreation District;

   b. From revenues generated in programs and facility operations, including, but not limited to, grants, fees, and charges as established by the Recreation District;

   c. From the City for operations assigned to the Recreation District for the developed and undeveloped parks and recreational facilities owned and/or leased by the City and described in **Exhibit A**, attached hereto and by this reference incorporated herein, such amount to be presented annually in a budget by the Executive Director of the Recreation District, subject to approval first by the District Board, and then by the City Body, with payment made by the City to the Recreation District on a quarterly basis from the time of final budget approval, as follows: July 1 - 35%; October 1 - 25%; January 1 - 15%; April 1 - 25%. Any park which reverts to the City's control, per the terms described in Exhibit 1 or the Attachments, shall also correspond with a reduction in the amount of money paid to the Recreation District for the maintenance of the park. The reduction in the amount of money shall be proportionate to the expenses the Recreation District incurred for that park (average of the prior three (3) fiscal years) from funds received by the City compared to all of the funds the Recreation District received by the City (average of the prior three (3) fiscal years) and prorated to the date the park reverts to the City's control.

   d. From the City to the Recreation District for shared expenses with the School District for administration and program subsidies, such amounts to be subject to annual approval by the District Board and the City Governing Body, with payment made by the City to the Recreation District in four substantially equal quarterly installments.

   e. From funds donated by any person, company, non-profit or any other entity to the Recreation District.

4. **Employees.** All persons employed by the Recreation District, by and through the District Board, shall be employees of the Recreation District and the District Board, and not employees of the City. The District Board shall, in addition to other powers necessarily given any employer, possess the sole authority, as employer of such employees, to hire, train, supervise, discipline (including, but not limited to, suspension, dismissal, or termination), and compensate those employees.

5. **Insurance.**

   a. During the term of this Agreement, and any extension, the City shall maintain liability and property (hazard, casualty, and fire) insurance coverage, including, but not limited to, comprehensive liability insurance, accident insurance, and property damage insurance for all real and personal property and fixtures owned by the City and subject to this Agreement and shall provide for the Recreation District and the District Board as additional-named insureds in the policies for such insurance. Such insurance shall be in the following amounts:

i. Liability: In amounts sufficient to provide maximum coverage for the entities involved without extending liability of the entities, pursuant to Wyo. Stat. Ann. § 1-39-118, as amended.

ii. Property, hazard, and casualty insurance: Fair market value of property insured.

The Recreation District agrees to budget funds accordingly in the park's maintenance annual budget for such expense, and shall reimburse the City for those amounts as paid by the City Treasurer for such insurance.

b. During the term of this Agreement, and any extension, the Recreation District, at its sole expense, shall maintain program operation's liability insurance, excess medical coverage for youth tackle football programs, Web Wright Baseball, and special events liability insurance coverage, with the cost of such insurance to be the responsibility of the Recreation District from its program operations and administration budget.

6. **Postage Services.** The City agrees to permit the Recreation District to use its postage services on occasion and, in such event, the Recreation District agrees to reimburse the City for the actual cost for such use.

7. **Management, Operation, Maintenance, and Regulation of Parks, Grounds and Facilities.**

a. Subject to the terms of this Agreement, or any other agreement entered into between the parties hereto, the Recreation District agrees to manage, operate, maintain, and regulate, including, but not limited to, setting user fees for and fairly scheduling entities and individuals requesting use of the developed and undeveloped parks and recreational facilities owned and/or leased by the City, described in **Exhibit A**, in such a manner that will serve the best interests of the community.

i. A maintenance and safety assessment was performed for the purpose of identifying repair and maintenance priorities. The terms of correcting the identified repair and maintenance priorities are set forth and incorporated in **Exhibit A**.

ii. Should the Recreation District fail to correct the repair and maintenance priorities pursuant to the respective schedule, after written notice of the deficiency and 30 days opportunity to cure, the respective facility shall revert to the Cities control and supervision. The Recreation District shall have access to the parks for its recreational programs.

b. The Recreation District shall coordinate Emergency Services for any Recreation District sponsored event.

c. The Recreation District shall adhere to its Rules and Regulations.

d. The City and the Recreation District may enter into separate written agreements specifically defining the responsibilities of each party pertaining to any property subject to this Agreement.

e. All developed and undeveloped parks and recreational facilities owned by the City and described in **Exhibit A** shall remain the property of the City, and shall be subject to all laws, regulations, and restrictions concerning the same.

f. The Recreation District shall be subject to any and all bidding requirements set forth by Wyoming Statute.

8. **Utilities.** The Recreation District shall be responsible for payment of all utilities, including, but not limited to, water, sewer, electricity, heat and telephone, and any other utility costs associated with the parks and recreational facilities described in **Exhibit A**, which payments shall be made by the Recreation District from the parks maintenance budget as formulated pursuant to Paragraph 3.c. of this Agreement. Provided, however, the City shall be responsible of the maintenance, repair, and replacement of all public utilities and City streets. Streets shall not include parking lots.

9. **Coordination Between City and Recreation District.** During the term of this Agreement, the parties agree to take all reasonable and necessary action to best serve the recreational needs of the community within the parties' designated boundaries. In furtherance of the purposes and intents of this Agreement, the City and the Recreation District agree that the City and its departments will from time to time cooperate and provide assistance, including, but not limited to, use of additional labor, equipment, vehicles, and supplies, where needed to the Recreation District, and the Recreation District will provide the same to the City. It is further agreed that the cost of repair and replacement of any facility, unless otherwise specified by this Agreement or if the costs of repair or replacement of which are covered by insurance or similar source of funding, shall be borne by the Recreation District.

10. **Public or Capital Improvements.** All park and recreational public or capital improvements will be planned by the Recreation District, except as provided in Exhibit A, including the funding provisions through grant application and procurement of donations and budgeting funds as formulated in Paragraph 3 of this Agreement; provided, however, such public or capital improvements on City-owned facilities and property shall be limited to those sites described in **Exhibit A.** Any Capital Improvement over $35,000 must be approved by the City. Any and all permanent improvements made to the premise shall become the property of the City. The City reserves the right to make any alteration, repair, addition, reconstruction or rebuild to any City owned park or facility at its discretion and without approval of the Recreation District, provided, however, except in the case of an emergency, the City shall provide thirty (30) days written notice of the City's intent to take any of the aforementioned actions. Provided, further, for any new facility or capital improvement made by the City, the City and the Recreation District shall, in good faith, negotiate the additional funds that will be provided to the Recreation District for the Recreation District's obligations under this Agreement for any such new facility or capital improvement

11. **Taxes.** The Recreation District agrees to reimburse the City for all actual costs of property taxes and assessments paid by the City concerning any of the sites, facilities, and properties subject to this Agreement, and which are used by the Recreation District in performance of this Agreement. Such reimbursement by the Recreation District shall be made from the park's maintenance budget of the Recreation District as formulated pursuant to Paragraph 3.c. of this Agreement.

12. **Use of Premises.** The Recreation District agrees to use the premises subject to this Agreement for lawful purposes only and not to permit any premises to be used for any unlawful purpose or in any manner contrary to law or any applicable ordinance.

13. **Right of Inspection.** The Recreation District agrees to permit the City the right to enter upon any of the City premises and improvements subject to this Agreement at reasonable times to inspect the same and the activities thereon.

14. **Public Use of the Premises.** The Recreation District agrees that the premises subject to this Agreement are to be managed, operated, and regulated by the Recreation District, through the District Board, exclusively for public park and recreational purposes. The Recreation District further agrees that any restriction upon said use previously incurred by the City relating to any of the premises subject to this Agreement will be followed and observed by the Recreation District so long as the District Board has knowledge of such restriction. The City reserves the right to restrict access to any public park or facility for the health, safety or general welfare of the public.

15. **Extension of Agreement.** At any time prior to termination, this Agreement may be extended by written mutual consent of the City and the Recreation District by resolutions duly adopted by their governing bodies according to law.

16. **Modification of Agreement.** Except as provided in **Exhibit A**, the terms of this Agreement shall not be altered, amended, or modified except in writing approved by the parties by resolutions duly adopted by their governing bodies according to law and signed by a duly authorized representative of each respective party.

MADE AND ENTERED INTO EFFECTIVE as of the date first above written.

CITY OF SHERIDAN

BY: _____
MAYOR, ROGER MILLER

DATED: _____

ATTEST:

_____
CITY CLERK

DATED: _____

SHERIDAN RECREATION DISTRICT

BY: _____
_____, CHAIRMAN,
BOARD OF DIRECTORS

DATED: _____

ATTEST:

_____

SECRETARY, BOARD OF DIRECTORS

DATED: _____

EXHIBIT A

NOTE: Park categorization used is based on City of Sheridan Comprehensive Plan definitions adopted by City Governing Body

SHERIDAN RECREATION DISTRICT

Community Parks & Sports Complexes

Attached to this exhibit as **Attachment 1 and 2**, and incorporated herein as if fully set forth, the Asset Management Maintenance Standards and Asset Management Infrastructure Maintenance Standards define the frequency, standard and type of maintenance that must be performed on the parks. The recording of the maintenance standard activities must be available at all times. These Standards apply to all Recreation District maintained areas. The Recreation District agrees that for the calendar year of 2020, a level II of the attached standards is required for all areas maintained by the Recreation District. The Recreation District agrees that for all following years, a level I of the same standards is required.

Attached to this exhibit as **Attachment 3**, and incorporated herein as if fully set forth, title Summary, defines and set forth the required dates in which each priority referred to in other attachments must be completed.

Oatts Memorial Park (3.58 acres) 6th Street & N. Sheridan, (hereinafter "6th Street Park"): 3 youth baseball fields w/grass infields, restrooms, and concessions stand, 3 ballfields used by Web Wright Baseball program, 1 ballfield used for other Recreation District programs, basketball court & playground.

Attached as **Attachment 4,** title as Oatts Field Maintenance, is hereby incorporated herein as if fully set forth. All required maintenance projects and facility improvements are found in **Attachment 1, 2 and 4**. Said projects and improvements shall be completed per the time frames set forth in the respective attachments and **Attachment 3**. The determination of completion of the project shall be at the discretion of the City, provided approval shall not be unreasonably withheld. Should the Recreation District fail to complete the projects and improvements as required and after written notice of the deficiency and 30 days opportunity to cure, maintenance shall revert to the City and the Recreation District shall have no further obligation to maintain the Park. The Recreation District shall continue to manage, operate, and regulate, including, but not limited to, setting user fees for and fairly scheduling entities and individuals requesting use of the park in such a manner that will serve the best interests of the community.

Thorne-Rider Park/Maida/Skate Park (56.34 acres) 11th Street at Spaulding Avenue (hereinafter "Thorne-Rider Park"): 2 separate playground areas, 3 picnic shelters, 4 tennis courts, 2 half-court tennis practice courts, Legion baseball field and youth baseball field w/grass infields, fall soccer & football, BMX track, one basketball court, jogging and ski trail through passive natural area, exercise stations, Recreation District office and parks maintenance buildings, restrooms and 2 concession stands, horseshoe pits, winter sledding hill, two outdoor volleyball courts, and the west Thorne-Rider multi-sports area practice field and gazebo. Approximately 41 acres is developed with it being scheduled, operated and maintained by Recreation District. The City of Sheridan has a lease with to Sheridan Athletic Association. Athletic Association provides and administers development funding from Thorne-Rider Foundation and has management authority by lease.

Attached as **Attachment 5 and 6** is hereby incorporated herein as if fully set forth. All required maintenance projects and facility improvements are found in **Attachment 1, 2, 5 and 6**. Said projects and improvements shall be completed per the time frames set forth in the respective attachments and **Attachment 3**. The determination of completion of the project shall be at the discretion of the City, provided approval shall not be unreasonably withheld. Should the Recreation District fail to complete the projects and improvements as required and after written notice of the deficiency and 30 days opportunity to cure, maintenance shall revert to the City and the Recreation District shall have no further obligation to maintain the Park. The Recreation District shall continue to manage, operate, and regulate, including, but not limited to, setting user fees for and fairly scheduling entities and individuals requesting use of the park in such a manner that will serve the best interests of the community.

Black Tooth Park: An area consisting of the soccer fields located on West 5th Street:

All required maintenance projects and facility improvements are found in **Attachment 1, and 2**. Said projects and improvements shall be completed per the time frames set forth in the respective attachments and **Attachment 3**. The determination of completion of the project shall be at the discretion of the City, provided approval shall not be unreasonably withheld. Should the Recreation District fail to complete the projects and improvements as required and after written notice of the deficiency and 30 days opportunity to cure, maintenance shall revert to the City and the Recreation District shall have no further obligation to maintain the Park. The Recreation District shall continue to manage, operate, and regulate, including, but not limited to, setting user fees for and fairly scheduling entities and individuals requesting use of the park in such a manner that will serve the best interests of the community.

Kendrick Park off West Loucks Street at Badger Street: The Kendrick swimming pools with 180' water slide and adjacent 2 tennis courts. The ice cream and concession stand generally located in center of Kendrick Park.

The parties recognize that the City is currently undergoing an analysis and review of the Kendrick pools and adjacent tennis court with the intent of upgrading and improving the current facilities. The City may, in its sole discretion, determine the design, construction schedule and all other aspects of the project. The City shall further have the right to amend and alter the terms of this Agreement, without the approval of the Recreation District, in order to complete its plans and construction for the Kendrick pool and adjacent tennis courts.

All required maintenance projects and facility improvements are found in **Attachment 1, and**. Said projects and improvements shall be completed per the time frames set forth in the respective attachments and **Attachment 3**. The determination of completion of the project shall be at the discretion of the City, provided approval shall not be unreasonably withheld. Should the Recreation District fail to complete the projects and improvements as required and after written notice of the deficiency and 30 days opportunity to cure, maintenance shall revert to the City and the Recreation District shall have no further obligation to maintain the Park. The Recreation District shall continue to manage, operate, and regulate, including, but not limited to, setting user fees for and fairly scheduling entities and individuals requesting use of the park in such a manner that will serve the best interests of the community.

Attachment 1

Maintenance Activity Information			Level 1						Level 2						Level 3					
Work Program	Asset	Purpose	Frequency	Unit (Daily, Weekly, Monthly, Yearly)	Number of Units Per Year	Number of Hours Each Unit	Hours	FTE	Frequency	Unit (Daily, Weekly, Monthly, Yearly)	Number of Units Per Year	Number of Hours Each Unit	Hours	FTE	Frequency	Unit (Daily, Weekly, Monthly, Yearly)	Number of Units Per Year	Number of Hours Each Unit	Hours	FTE
Routine/Scheduled	General Turf	Turf Mowing - Main Areas	1	Weekly		22	0	0.00	2	Monthly		22	0	0.00	1	Monthly		22	0	0.00
Routine/Scheduled	General Turf	Turf Mowing - Fringe	1	Weekly		6	0	0.00	2	Monthly		6	0	0.00	1	Monthly		6	0	0.00
Routine/Scheduled	General Turf	String Trimming - Main Areas	1	Weekly		10	0	0.00	2	Monthly		10	0	0.00	1	Monthly		10	0	0.00
Routine/Scheduled	General Turf	String Trimming - Fringe	1	Weekly		4	0	0.00	2	Monthly		4	0	0.00	1	Monthly		4	0	0.00
Routine/Scheduled	General Turf	Aeration	2	Yearly		6	0	0.00	1	Yearly		6	0	0.00	0			6	0	0.00
Routine/Scheduled	General Turf	Fertilization	2	Yearly		8	0	0.00	1	Yearly		8	0	0.00	0	Yearly		8	0	0.00
Routine/Scheduled	General Turf	Irrigation	1	Weekly		3	0	0.00	2	Monthly		3	0	0.00	0			3	0	0.00
Routine/Scheduled	General Turf	Contract Supervision/Audit	1	Weekly		1	0	0.00	1	Weekly		1	0	0.00	1	Weekly		1	0	0.00
Routine/Scheduled	Arboriculture	Tree Removal/Clean-up	1	Monthly		14	0	0.00	6	Yearly		14	0	0.00	4	Yearly		14	0	0.00
Routine/Scheduled	Arboriculture	Tree Trimming	2	Yearly		14	0	0.00	1	Yearly		14	0	0.00	0			14	0	0.00
Routine/Scheduled	Arboriculture	Tree Planting	2	Yearly		4	0	0.00	1	Yearly		4	0	0.00	0			4	0	0.00
Routine/Scheduled	Arboriculture	Tree Water/Care	1	Weekly		8	0	0.00	2	Monthly		8	0	0.00	3	Yearly		8		0.00
Routine/Scheduled	Litter	Litter Removal - Peak	1	Daily		3	0	0.00	4	Weekly		3	0	0.00	2	Weekly		3	0	0.00
Routine/Scheduled	Litter	Litter Removal - Non Peak	3	Monthly		2	0	0.00	2	Monthly		2	0	0.00	1	Monthly		2	0	0.00
Preventative	Playground	Compliance Audit	0	Yearly		2	0	0.00	4	Yearly		2	0	0.00	2	Yearly		2	0	0.00
Preventative	Playground	Playground Inspection	1	Weekly		2	0	0.00	2	Monthly		2	0	0.00	1	Monthly		2	0	0.00
Routine/Scheduled	Playground	Surface Cleaning	1	Weekly		3	0	0.00	2	Monthly		3	0	0.00	1	Monthly		3	0	0.00
Repair/Rehab	Playground	Surfacing Repair	2	Yearly		6	0	0.00	1	Yearly		6	0	0.00	0			6	0	0.00
Repair/Rehab	Playground	Equipment Repair	1	Monthly		6	0	0.00	6	Yearly		6	0	0.00	0			6	0	0.00
Routine/Scheduled	Playground	Mulch Grooming	1	Weekly		2	0	0.00	2	Monthly		2	0	0.00	1	Monthly		2	0	0.00
Routine/Scheduled	Playground	Mulch Installation	2	Yearly		16	0	0.00	1	Yearly		16	0	0.00	0			16	0	0.00
Preventative	Splash Pad	Daily Inspection	1	Daily		4	0	0.00	3	Weekly		4	0	0.00	2	Weekly		4	0	0.00
Preventative	Splash Pad	Weekly Inspection	1	Weekly		28	0	0.00	1	Weekly		28	0	0.00	1	Weekly		28	0	0.00
Preventative	Splash Pad	Monthly Inspection	1	Monthly		2	0	0.00	1	Monthly		2	0	0.00	1	Monthly		2	0	0.00
Preventative	Splash Pad	Bi-Annually Inspection	2	Yearly		12	0	0.00	2	Yearly		12	0	0.00	2	Yearly		12	0	0.00
Routine/Scheduled	Splash Pad	Surface Cleaning	1	Daily		1	0	0.00	1	Weekly		1	0	0.00	2	Monthly		1	0	0.00
Repair/Rehab	Splash Pad	Equipment Repair	1	Monthly		15	0	0.00	3	Yearly		15	0	0.00	1	Yearly		15	0	0.00
Repair/Rehab	Splash Pad	Surface Repair	1	Yearly		24	0	0.00	0			24	0	0.00	0			24	0	0.00
Preventative	Park/Site Amenities	Inspection	1	Daily		2	0	0.00	2	Weekly		2	0	0.00	2	Monthly		2	0	0.00
Repair/Rehab	Park/Site Amenities	Repair	1	Weekly		4	0	0.00	2	Monthly		4	0	0.00	1	Monthly		4	0	0.00
Routine/Scheduled	Park/Site Amenities	Clean/Power Wash	6	Yearly		30	0	0.00	4	Yearly		30	0	0.00	2	Yearly		30	0	0.00
Preventative	Signs	Inspection	1	Weekly		2	0	0.00	2	Monthly		2	0	0.00	1	Monthly		2	0	0.00
Repair/Rehab	Signs	Repair/Replace	1	Yearly		2	0	0.00	0			2	0	0.00	0			2	0	0.00
Routine/Scheduled	Signs	Clean	1	Monthly		2	0	0.00	1	Monthly		2	0	0.00	4	Yearly		2	0	0.00
Routine/Scheduled	Picnic Shelter	Clean Shelter (Peak Season)	1	Daily		4	0	0.00	4	Weekly		4	0	0.00	2	Weekly		4	0	0.00
Routine/Scheduled	Picnic Shelter	Clean Shelter (Non-peak season)	3	Monthly		2	0	0.00	2	Monthly		2	0	0.00	1	Monthly		2	0	0.00
Routine/Scheduled	Picnic Shelter	Power Wash Shelter	2	Yearly		30	0	0.00	1	Yearly		30	0	0.00	1	Monthly		30	0	0.00
Routine/Scheduled	Picnic Shelter	Clean Grills (Peak Season)	1	Daily		2	0	0.00	4	Weekly		2	0	0.00	2	Weekly		2	0	0.00
Routine/Scheduled	Picnic Shelter	Clean Grills (Non-peak season)	3	Monthly		2	0	0.00	2	Monthly		2	0	0.00	1	Monthly		2	0	0.00
Preventative	Picnic Shelter	Inspection	1	Daily		1	0	0.00	2	Weekly		1	0	0.00	1	Monthly		1	0	0.00
Repair/Rehab	Picnic Shelter	Repair	1	Monthly		4	0	0.00	6	Yearly		4	0	0.00	3	Yearly		4	0	0.00
Preventative	Lighting	Inspection	1	Daily		1	0	0.00	2	Weekly		1	0	0.00	1	Monthly		1	0	0.00
Routine/Scheduled	Lighting	Clean Lights/Empty Light Covers	2	Yearly		2	0	0.00	1	Yearly		2	0	0.00	0	Yearly		2	0	0.00
Repair/Rehab	Lighting	Repair/Replace Bulbs	2	Yearly		2	0	0.00	1	Yearly		2	0	0.00	0			2	0	0.00
Repair/Rehab	Vandalism & Graffiti	Repair/Removal	1	Weekly		4	0	0.00	2	Monthly		4	0	0.00	1	Monthly		4	0	0.00
Preventative	Hard Surface	Inspection	1	Daily		1	0	0.00	2	Weekly		1	0	0.00	1	Monthly		1	0	0.00
Routine/Scheduled	Hard Surface	Backpack Blowing	1	Monthly		4	0	0.00	4	Yearly		4	0	0.00	2	Yearly		4	0	0.00
Routine/Scheduled	Hard Surface	Snow Removal	1	Weekly		8	0	0.00	2	Monthly		8	0	0.00	0			8	0	0.00
Routine/Scheduled	Hard Surface	Clean/Power Wash	1	Monthly		20	0	0.00	6	Yearly		20	0	0.00	4	Yearly		20	0	0.00
Preventative	Outdoor Court	Inspection	1	Daily		1	0	0.00	2	Weekly		1	0	0.00	2	Monthly		1	0	0.00
Repair/Rehab	Outdoor Court	Crack Sealing	2	Yearly		24	0	0.00	1	Yearly		24	0	0.00	0			24	0	0.00
Routine/Scheduled	Outdoor Court	Painting	1	Yearly		1	0	0.00	0	Yearly		1	0	0.00	0			1	0	0.00
Repair/Rehab	Outdoor Court	Equipment Repair/Replace	1	Monthly		2	0	0.00	6	Yearly		2	0	0.00	2	Yearly		2	0	0.00
Routine/Scheduled	Outdoor Court	Debris Removal	1	Daily		1	0	0.00	2	Weekly		1	0	0.00	2	Monthly		1	0	0.00
Preventative	Irrigation	Inspection	2	Weekly		1	0	0.00	2	Monthly		1	0	0.00	1	Monthly		1	0	0.00
Preventative	Irrigation	Backflow Testing	1	Weekly		2	0	0.00	2	Monthly		2	0	0.00	1	Monthly		2	0	0.00
Routine/Scheduled	Irrigation	Winterization Procedure	1	Yearly		2	0	0.00	1	Yearly		2	0	0.00	1	Yearly		2	0	0.00
Routine/Scheduled	Irrigation	Start-up Procedure	1	Yearly		2	0	0.00	1	Yearly		2	0	0.00	1	Yearly		2	0	0.00
Preventative	Natural Areas	Inspection	1	Weekly		2	0	0.00	2	Monthly		2	0	0.00	1	Monthly		2	0	0.00
Repair/Rehab	Natural Areas	Hazardous Tree/Branch Removal	1	Weekly		8	0	0.00	2	Monthly		8	0	0.00	1	Monthly		8	0	0.00
Routine/Scheduled	Natural Areas	Litter Removal	1	Weekly		1	0	0.00	2	Monthly		1	0	0.00	1	Monthly		1	0	0.00
Routine/Scheduled	Natural Areas	Invasive Species Removal	1	Weekly		2	0	0.00	2	Monthly		2	0	0.00	1	Monthly		2	0	0.00
Routine/Scheduled	Special Events	Event Set-up	1	Monthly		2	0	0.00	6	Yearly		2	0	0.00	4	Yearly		2	0	0.00
Routine/Scheduled	Special Events	Stage Set Up	1	Monthly		10	0	0.00	3	Yearly		10	0	0.00	2	Yearly		10	0	0.00
Routine/Scheduled	Special Events	Stage Tear Down	1	Monthly		10	0	0.00	3	Yearly		10	0	0.00	2	Yearly		10	0	0.00
Routine/Scheduled	Special Events	Site Clean Up	1	Monthly		12	0	0.00	3	Yearly		12	0	0.00	2	Yearly		12	0	0.00
Preventative	Trails	Inspection	1	Daily		1	0	0.00	1	Weekly		1	0	0.00	2	Monthly		1	0	0.00
Repair/Rehab	Trails	Surface Repair	1	Monthly		3	0	0.00	6	Yearly		3	0	0.00	4	Yearly		3	0	0.00
Routine/Scheduled	Trails	Debris Removal	2	Monthly		4	0	0.00	1	Monthly		4	0	0.00	6	Yearly		4	0	0.00
Routine/Scheduled	Trails	Snow Removal	1	Monthly		5	0	0.00	2	Yearly		5	0	0.00	1	Yearly		5	0	0.00
Routine/Scheduled	Trails	Mow Trail Edges	1	Weekly		4	0	0.00	2	Monthly		4	0	0.00	1	Monthly		4	0	0.00
Routine/Scheduled	Trails	Tree/Weeds Pruning	1	Weekly		4	0	0.00	2	Monthly		4	0	0.00	1	Monthly		4	0	0.00
Routine/Scheduled	Trails	Amenity Cleaning	1	Weekly		1	0	0.00	2	Monthly		1	0	0.00	1	Monthly		1	0	0.00
Repair/Rehab	Trails	Amenity Repair/Replace	1	Monthly		1	0	0.00	6	Yearly		1	0	0.00	3	Yearly		1	0	0.00
Preventative	Athletic Fields	Inspection	1	Daily		1	0	0.00	2	Weekly		1	0	0.00	1	Weekly		1	0	0.00
Routine/Scheduled	Athletic Fields	Turf Mowing - Peak	2	Weekly		4	0	0.00	1	Weekly		4	0	0.00	3	Monthly		4	0	0.00
Routine/Scheduled	Athletic Fields	Turf Mowing - Non Peak	1	Weekly		4	0	0.00	3	Monthly		4	0	0.00	2	Monthly		4	0	0.00
Routine/Scheduled	Athletic Fields	Aeration	2	Yearly		6	0	0.00	1	Yearly		6	0	0.00	0			6	0	0.00
Routine/Scheduled	Athletic Fields	Fertilization	2	Yearly		10	0	0.00	1	Yearly		10	0	0.00	0			10	0	0.00
Routine/Scheduled	Athletic Fields	Overseed/Top Dress	1	Yearly		3	0	0.00	1	Yearly		3	0	0.00	0			3	0	0.00
Routine/Scheduled	Athletic Fields	Field Prep	3	Weekly		2	0	0.00	2	Weekly		2	0	0.00	1	Weekly		2	0	0.00
Routine/Scheduled	Athletic Fields	Line Painting	3	Weekly		2	0	0.00	2	Weekly		2	0	0.00	1	Weekly		2	0	0.00
Preventative	Restrooms	Peak - Inspection	2	Daily		1	0	0.00	1	Daily		1	210	0.10	3	Weekly		1	0	0.00
Routine/Scheduled	Restrooms	Peak - Restock/Replace Toiletries	1	Daily		1	0	0.00	3	Weekly		1	90	0.04	1	Weekly		1	0	0.00
Routine/Scheduled	Restrooms	Peak - Restroom Cleaning	1	Daily		2	0	0.00	3	Weekly		2	180	0.09	1	Weekly		2	0	0.00

Attachment 1

Repair/Rehab	Restrooms	Peak - Equipment Repair/Replace	1	Weekly		5	0	0.00	2	Monthly		5	70	0.03	1	Monthly		5	0	0.00
Preventative	Restrooms	Non Peak - Inspection	1	Daily		1	0	0.00	3	Weekly		1	66	0.03	1	Weekly		1	0	0.00
Routine/Scheduled	Restrooms	Non Peak - Restock/Replace Toiletries	1	Daily		1	0	0.00	3	Weekly		1	66	0.03	1	Weekly		1	0	0.00
Routine/Scheduled	Restrooms	Non Peak - Restroom Cleaning	1	Daily		2	0	0.00	3	Weekly		2	132	0.06	1	Weekly		2	0	0.00
Repair/Rehab	Restrooms	Non Peak - Equipment Repair/Replace	1	Monthly		2	0	0.00	2	Yearly		2	4	0.00	1	Yearly		2	0	0.00
Routine/Scheduled	Restrooms	Winterization/Opening	2	Yearly		8	0	0.00	2	Yearly		8	16	0.01	2	Yearly		8	0	0.00
Preventative	Dog Park	Inspection	1	Daily		1	0	0.00	3	Weekly		1	0	0.00	1	Weekly		1	0	0.00
Routine/Scheduled	Dog Park	Turf Mowing	1	Weekly		1	0	0.00	2	Monthly		1	0	0.00	1	Monthly		1	0	0.00
Routine/Scheduled	Dog Park	Surface Material Replenishment	2	Yearly		2	0	0.00	1	Yearly		2	0	0.00	0			2	0	0.00
Routine/Scheduled	Dog Park	Waste and Litter Removal	1	Daily		1	0	0.00	3	Weekly		1	0	0.00	1	Weekly		1	0	0.00
Repair/Rehab	Dog Park	Fence and Surface Repair	2	Yearly		4	0	0.00	1	Yearly		4	0	0.00	0			4	0	0.00
Routine/Scheduled	Dog Park	Tree and Shrub Maintenance	2	Weekly		2	0	0.00	1	Weekly		2	0	0.00	2	Monthly		2	0	0.00
Routine/Scheduled	Dog Park	Hose Down Surface	1	Daily		1	0	0.00	3	Weekly		1	0	0.00	1	Weekly		1	0	0.00
Repair/Rehab	Dog Park	Equipment Repair/Replace	1	Monthly		1	0	0.00	6	Yearly		1	0	0.00	3	Yearly		1	0	0.00
Routine/Scheduled	Dog Park	Turf Rotation	2	Yearly			0	0.00	1	Yearly			0	0.00	0				0	0.00
Preventative	Horticulture	Inspection	2	Monthly		2	0	0.00	1	Monthly		2	0	0.00	3	Yearly		2	0	0.00
Routine/Scheduled	Horticulture	Weed Removal	1	Weekly		2	0	0.00	2	Monthly		2	0	0.00	1	Monthly		2	0	0.00
Routine/Scheduled	Horticulture	Flower/Shrub Planting	1	Yearly		8	0	0.00	1	Yearly		8	0	0.00	0			8	0	0.00
Routine/Scheduled	Horticulture	Flower/Shrub Pruning	3	Yearly		12	0	0.00	1	Yearly		12	0	0.00	0			12	0	0.00
Routine/Scheduled	Horticulture	Fertilization	1	Monthly		8	0	0.00	4	Yearly		8	0	0.00	2	Yearly		8	0	0.00
Routine/Scheduled	Horticulture	Pre-Emergence	2	Yearly		2	0	0.00	1	Yearly		2	0	0.00	0			2	0	0.00
Routine/Scheduled	Horticulture	Edging	1	Monthly		8	0	0.00	1	Monthly		8	0	0.00	2	Yearly		8	0	0.00
Routine/Scheduled	Horticulture	Irrigation	2	Weekly		12	0	0.00	1	Weekly		12	0	0.00	2	Monthly		12	0	0.00
Routine/Scheduled	Horticulture	Mulch Grooming	1	Weekly		3	0	0.00	2	Monthly		3	0	0.00	1	Monthly		3	0	0.00
Routine/Scheduled	Horticulture	Mulch Installation	1	Yearly		12	0	0.00	1	Yearly		12	0	0.00	0			12	0	0.00
Routine/Scheduled	Horticulture	Contract Supervision/Audit	1	Weekly		2	0	0.00	1	Weekly		2	0	0.00	1	Weekly		2	0	0.00
Routine/Scheduled	Undeveloped Areas	Bush Hog	0			32	0	0.00	0			32	0	0.00	2	Yearly		32	0	0.00
Preventative	Building	Inspection	3	Weekly		2	0	0.00	1	Weekly		2	0	0.00	2	Monthly		2	0	0.00
Routine/Scheduled	Building	Sweep Floors	3	Weekly		1	0	0.00	1	Weekly		1	0	0.00	2	Monthly		1	0	0.00
Routine/Scheduled	Building	Clean Windows	2	Monthly		1	0	0.00	1	Monthly		1	0	0.00	6	Yearly		1	0	0.00
Routine/Scheduled	Building	Dusting/Dust Removal	1	Weekly		2	0	0.00	2	Monthly		2	0	0.00	1	Monthly		2	0	0.00
Routine/Scheduled	Building	Litter Removal	2	Weekly		1	0	0.00	1	Weekly		1	0	0.00	2	Monthly		1	0	0.00
Routine/Scheduled	Building	Restrooms Cleaned, Sanitized, and Stocked	3	Weekly		1	0	0.00	1	Weekly		1	0	0.00	2	Monthly		1	0	0.00
Routine/Scheduled	Building	Interior Walls Cleaned	4	Yearly		4	0	0.00	2	Yearly		4	0	0.00	1	Yearly		4	0	0.00
Routine/Scheduled	Building	Exterior Walls Cleaned	2	Yearly		4	0	0.00	1	Yearly		4	0	0.00	0			4	0	0.00
Repair/Rehab	Building	Ceiling Tiles Replacement	1	Yearly		1	0	0.00	1	Yearly		1	0	0.00	1	Yearly		1	0	0.00
Routine/Scheduled	Building	HVAC Inspections	1	Yearly		1	0	0.00	1	Yearly		1	0	0.00	1	Yearly		1	0	0.00
Repair/Rehab	Building	Interior Lights Replacement	1	Yearly		1	0	0.00	1	Yearly		1	0	0.00	0			1	0	0.00
Repair/Rehab	Building	Exterior Lights Replacement	1	Yearly		2	0	0.00	1	Yearly		2	0	0.00	0			2	0	0.00
Routine/Scheduled	Building	Alarm/Security Inspection	1	Yearly		2	0	0.00	1	Yearly		2	0	0.00	1	Yearly		2	0	0.00
Routine/Scheduled	Building	Gutters Cleaned	1	Yearly		2	0	0.00	1	Yearly		2	0	0.00	1	Yearly		2	0	0.00
Routine/Scheduled	Building	Electrical System Inspection	1	Yearly		1	0	0.00	1	Yearly		1	0	0.00	1	Yearly		1	0	0.00
Routine/Scheduled	Building	Plumbing System Inspection	1	Yearly		1	0	0.00	1	Yearly		1	0	0.00	1	Yearly		1	0	0.00
Routine/Scheduled	Building	Storage Organization	1	Monthly		6	0	0.00	6	Yearly		6	0	0.00	3	Yearly		6	0	0.00
Repair/Rehab	Building	Equipment Repairs	1	Monthly		1	0	0.00	6	Yearly		1	0	0.00	3	yearly		1	0	0.00
						Total	**0.0**	**0.00**				**Total**	**834.0**	**0.40**				**Total**	**0.0**	**0.00**
						W/O Mowing, Dog Park, & Ath.	0	0.00				W/O Mowing, Dog Park, & Ath.	834	0.40				W/O Mowing, Dog Park, & Ath.	0	0.00

Attachment 2

Maintenance Matrix

PARK INFRASTRUCTURE

Task	Frequency	Timeframe	Job Class	Equipment
BUILT STRUCTURES				
Pavillions/Gazebos/Picnic Shelters				
Paint	1x per 5 years	2 days	Contractor	Powerwasher, sanders, paint, brushes
Inspect roof	1x per 5 years	0.5 hours per visit	1x driver; 1x laborer	Ladders, truck
Inspect windows and sides	1x per 5 years	0.5 hours per visit	1x driver; 1x laborer	Ladders, truck
Repair	1x per year	2x hours per visit	1x driver	Ladders, truck, general hand and power tools
Replace	1x per 20 years	5 days	Contractor	N/A
Washrooms - Exterior only				
Paint	1x per 5 years	2 days	Contractor	Powerwasher, sanders, paint, brushes
Repair	1x per year	2x hours per unit	1x driver; 1x laborer	Powerwasher, sanders, paint, brushes
Storage Buildings/Panabodes				
Clean	1x per year	2x hours per unit	1x driver	General hand and power tools, broom
Check electricty	1x per month	0.25 hours per unit	Foreman 2/4/6	N/A
Paint	1x per 5 years	2 days	Contractor	Powerwasher, sanders, paint, brushes
Repair	1x per year	2x hours per unit	1x driver; 1x laborer	Ladders, truck, general hand and power tools
Repair ramps	1x per 5 years	2 hours per ramp	1x bobcat operator; 1x laborer	Bobcat, shovel, gravel. Non-slip paint, brush
Bridges/Walkways				
General inspection	1x per year	2x hours	1x driver	General hand and power tools

Maintenance Matrix

PARK INFRASTRUCTURE

Task	Frequency	Timeframe	Job Class	Equipment
Major inspections	1x per 5 years	4x hours	Foreman 2/4/6	General hand and power tools
Repair	1x per year	1x hour per visit	1x Foreman 2/4; 1x laborer	General hand and power tools
Wood Decks/Platforms				
Sweep/clean	1x per year	1x hour per visit	1x driver; 1x laborer	Brooms, shovel
Power wash	1x per 5 years	1x hour per visit	1x driver; 1x laborer	Powerwasher
Reset nails/screws	1x per year	4x hours per visit	1x driver; 1x laborer	Drill, screws, boards, general tools
Stain	1x per 5 years	9x hours	1x driver; 1x laborer	Powerwash, sander, stain, brushes
General inspection	1x per year	1x hour per visit	1x driver; 1x laborer	N/A
Major inspection	1x per 5 years	2x hours	1x Foreman 2; 1x laborer	General hand and power tools
Repair	1x per year	4x hours per visit	1x Foreman 2; 1x laborer	General hand and power tools
HARD LANDSCAPING				
Brick Pavers				
Major inspections	1x per year	1 hour per visit	Foreman 2	N/A
Seal	1x per 2 years	1 day	1x driver	Sealant
Snow removal	12x per year	1.5 hours per visit	1x bobcat operator; 1x laborer	1 x gravelly; 1x Kubota
Parking Lots				
Paint parking bay lines	1x per year	4x hours per visit	1x driver; 1x laborer	Powerwash, paint, brushes

Maintenance Matrix

PARK INFRASTRUCTURE

Task	Frequency	Timeframe	Job Class	Equipment
Paint bumper blocks	1x per year	2x hours per visit	1x driver; 1x laborer	Powerwash, paint, brushes
General inspections	1x per year	1x hour per visit	1x driver	N/A
Major inspections	1x per year	2x hours per visit	Foreman 2	N/A
Repair	1x per year	2x hours per visit	1x bobcat operator; 1x laborer	Asphalt, bobcat, shovel, broom, general hand/ power tools
Grade gravel	1x per year	4x hours per visit	1x bobcat operator; 1x laborer	Bobcat, shovel, broom, general hand/ power tools
Mill & cap asphalt	1x per year	8x hours per visit	Contractor	N/A
Inspect signs	1x per 5 years	0.5 hours per visit	1x driver	N/A
Sweep	1x per year	1x hour per visit	1x bobcat operator; 1x laborer	Asphalt, bobcat, shovel, broom, general hand/ power tools
Snow removal	12x per year	2 hours per visit	Contractor	1 x Bobcat/plow truck
Trails				
Repair	1x per year	2x hours per visit	1x bobcat operator; 1x laborer	Bobcat, shovel, broom, general tools
Grade gravel	1x per 5 years	8x hours per visit	1x bobcat operator; 1x laborer	Bobcat, shovel, broom, general tools
BARRIERS				
Chain Link Fence				
Inspect	1x per 5 years	1x minute per metre	1x driver	N/A
Repair	1x per year	1x post per hour	1x bobcat operator; 2x laborer	Bobcat, general hand/ power tools, posts, chain link, concrete

Maintenance Matrix

PARK INFRASTRUCTURE

Task	Frequency	Timeframe	Job Class	Equipment
Replace	1x per 25 years	1x post per hour	1x bobcat operator; 2x laborer	Bobcat, general hand/ power tools, posts, chain link, concrete
Post & Cable Fence				
Inspect	1x per 5 years	1x minute per metre	1x driver	N/A
Repair	1x per year	1x post per hour	1x bobcat operator; 2x laborer	Bobcat, general hand/ power tools, posts, cable, concrete
Replace	1x per 25 years	1x post per hour	1x bobcat operator; 2x laborer	Bobcat, general hand/ power tools, posts, cable, concrete
Gates				
Inspect	1x per 5 years	5x minute per gate	1x driver	N/A
Repair	1x per year	1x per 2 hours	1x bobcat operator; 2x laborer	Bobcat, general tools, posts, chain link, concrete
Replace	1x per 25 years	1x per 2 hours	1x bobcat operator; 2x laborer	Bobcat, general tools, posts, chain link, concrete
Decorative Timber Fence				
Inspect	1x per 5 years	1x minute per metre	1x driver	N/A
Repair	1x per year	1x post per hour	1x bobcat operator; 2x laborer/ Contractor	Bobcat, general hand/ power tools, posts, chain link, concrete
Replace	1x per 25 years	1x post per hour	Contractor	Bobcat, general hand/ power tools, posts, chain link, concrete
Ornamental Metal Fence				

Maintenance Matrix

PARK INFRASTRUCTURE

Task	Frequency	Timeframe	Job Class	Equipment
Inspect	1x per 5 years	1x minute per metre	1x driver	N/A
Repair	1x per year	1x post per hour	1x bobcat operator; 2x laborer/ Contractor	Bobcat, general hand and powre tools, posts, concrete
Replace	1x per 25 years	1x post per hour	Contractor	Bobcat, general hand and powre tools, posts, concrete
FURNITURE				
Benches - Standard & Memorial				
Inspect	1x per year	5 mins	1x driver	General hand and power tools
Repair	1x per year	1x bench per hour	1x driver	General hand and power tools
Replace	1x per 10 years	1x bench per 2 hours	1x bobcat, 1x driver	Bobcat, General hand and power tools
Bleachers				
Inspect	1x per year	10 mins	1x Foreman 2	General hand and power tools
Repair	1x per year	1x bleacher per hour	1x driver	General hand and power tools
Replace	1x per 20 years	1x bleacher per 0.5 hours	1x bobcat, 1x driver	Bobcat, crane truck
Signage & Wayfinding				
Inspect (General Signage)	1x per 5 years	5 mins	1x driver	General hand and power tools
Inspect (Entrance Signage)	1x per 5 years	5 mins	1x driver	General hand and power tools
Repair	1x per year	1x sign per hour	1x driver	General hand and power tools
Replace	1x per 10 years	1x sign per 2 hours	1x bobcat, 1x laborer	Bobcat, General hand and power tools

Maintenance Matrix

PARK INFRASTRUCTURE

Task	Frequency	Timeframe	Job Class	Equipment
Temporary Sandwich Boards	6x per year	5 mins per sign	1x driver	N/A
Garbage Cans				
Inspect	1x per 5 years	5 mins	1x driver	General hand and power tools
Repair	1x per year	1x unit per hour	1x driver	General hand and power tools
Replace	1x per 10 years	4 hours	1x bobcat, 1x driver	Bobcat, General hand and power tools
Bike Racks				
Inspect	1x per 5 years	5 mins	1x driver	General hand and power tools
Repair	1x per year	1x unit per hour	1x driver	General hand and power tools
Replace	1x per 10 years	4 hours	1x bobcat, 1x driver	Bobcat, General hand and power tools
Picnic Benches/Tables				
Inspect	1x per 5 years	5 mins	1x driver	General hand and power tools
Repair	1x per year	1x unit per hour	1x driver	General hand and power tools
Replace	1x per 10 years	4 hours	1x bobcat, 1x driver	Bobcat, General hand and power tools
BBQ's/Firepits				
Inspect	1x per 5 years	5 mins per site	1x driver	N/A
Stock firewood	1x per week	5 mins per site	1x driver	N/A
Repair	1x per year	0.5 hours per visit	1x driver	General hand and power tools

Maintenance Matrix

PARK INFRASTRUCTURE

Task	Frequency	Timeframe	Job Class	Equipment
Replace	1x per 10 years	2 hours per visit	1x driver, 1x laborer	General hand and power tools
PLAY SPACES				
Playgrounds				
Major Inspection (Play Equipment/Saftey Surface)	1x per year	2 hours per visit	1x Parks Worker Amenities	inspection kit
General Inspection (Play Equipment/Safety Surface)	6x per year	1 hour per visit	1x Parks Worker Amenities	inspection kit
Major Inspection (Furniture/Parking)	1x per 5 years	1 hour per visit	1x Parks Worker Amenities	General hand and power tools
General Inspection (Furniture/Parking)	7x per year	1 hour per visit	1x Parks Worker Amenities	General hand and power tools
Clean up/Garbage Removal	7x per year	0.5 hours per visit	1x Parks Worker Amenities	Shovel, broom
Repair	1x per year	1 hour per visit	1x Parks Worker Amenity; 1x laborer	General hand and power tools
Refurbish (Play Equipment)	1x per 10 years	2 days	1x driver; 2x laborer/Volunteers	Sanders, paint, brushes
Rake Pea Gravel Safety Surface	7x per year	0.5 hours per visit	1x Parks Worker Amenities	Rake
Replace (Play Equipment/Safety Surface)	1x per 15 years	5 days	Contractor	General hand and power tools
Replace (Furniture/Signage)	1x per 20 years	1 hour per visit	1x bobcat operator; 1x laborer	General hand and power tools
Spray Parks				
Major Inspection (Stationary Equipemnt/Fall Surface)	1x per year	0.5 hours per visit	1x Parks Worker Amenities	General hand and power tools
General Inspection (Stationary Equipemnt/Fall Surface)	4x per year	0.25 hours per visit	1x Parks Worker Amenities	General hand and power tools
Repair	1x per year	1 hour per visit	1x Parks Worker Amenities	General hand and power tools
Replace	1x per 15 years	5 days	Contractor	N/A

Maintenance Matrix

PARK INFRASTRUCTURE

Task	Frequency	Timeframe	Job Class	Equipment
SPORTS FIELDS				
Baseball/Softball				
Inspect - Dugout, shale, backstop, fence, benches, outfield	1x per year	1 hour per visit	1x driver	General hand and power tools
Rehab shale	1x per year	4 hours per visit	1x bobcat, 2x laborers	Bobcat, dragmats, tandem,
Repair	1x per year	1 hour per visit	1x driver, 1x laborer	General hand and power tools
Replace	1x 25 years	5 days	Contractor	N/A
Check sportsfield tags	1x per year	15 minutes per field	1x driver	N/A
Football				
Check goal posts	1x per year	15 minutes per field	1x driver	General hand and power tools
Paint goal posts	1x per 5 years	2 hours per field	Contractor	N/A
Repair	1x per year	1 hour per visit	1x driver, 1x laborer	General hand and power tools
Replace	1x 25 years	5 days	Contractor	N/A
Check sportsfield tags	1x per year	5 minutes per field	1x driver	General hand and power tools
Soccer				
Check goal posts	1x per year	15 minutes per field	1x driver	General hand and power tools
Paint goal posts	1x per 5 years	2 hours per field	Contractor	N/A
Repair	1x per year	1 hour per visit	1x driver, 1x laborer	General hand and power tools

Maintenance Matrix

PARK INFRASTRUCTURE

Task	Frequency	Timeframe	Job Class	Equipment
Replace	1x 25 years	5 days	Contractor	N/A
Check sportsfield tags	1x per year	5 minutes per field	1x driver	General hand and power tools
Rugby				
Check goal posts	1x per year	15 minutes per field	1x driver	General hand and power tools
Paint goal posts	1x per 5 years	2 hours per field	Contractor	N/A
Repair	1x per year	1 hour per visit	1x driver, 1x laborer	General hand and power tools
Replace	1x 25 years	5 days	Contractor	N/A
Check Sportsfield Tags	1x per year	5 minutes per field	1x driver	N/A
Cricket				
Check screens	1x per year	15 minutes per field	1x driver	General hand and power tools
Paint screens	1x per year	2 hours per field	Contractor	N/A
Repair	1x per year	1 hour per visit	1x driver, 1x laborer	General hand and power tools
Replace	1x 25 years	5 days	Contractor	N/A
Check Sportsfield Tags	1x per year	5 minutes per field	1x driver	N/A
Frisbee				
Check nets	1x per year	15 minutes per field	1x driver	General hand and power tools
Repair	1x per year	1 hour per visit	1x driver, 1x laborer	General hand and power tools

Maintenance Matrix

PARK INFRASTRUCTURE

Task	Frequency	Timeframe	Job Class	Equipment
Replace	1x 25 years	5 days	Contractor	N/A
Check Sportsfield Tags	1x per year	5 minutes per field	1x driver	N/A
SPORTS COURTS				
Tennis				
Inspect (Markings, nets, fences, backboards)	2x per year	2 hours per visit	1x driver, 1x laborer	General hand and power tools
Repair	1x per year	1 hour per visit	1x driver, 1x laborer	General hand and power tools
Replace	1x 10 years	5 days	Contractor	N/A
Basketball				
Inspect	2x per year	2 hours per visit	1x driver, 1x laborer	General hand and power tools
Repair	1x per year	1 hour per visit	1x driver, 1x laborer	General hand and power tools
Replace	1x 10 years	5 days	Contractor	N/A
Horseshoe Pits				
Inspect	1x per year	1 hour per visit	1x Foreman 2	N/A
Repair	1x per year	1 hour per visit	1x Foreman 2	General hand and power tools
Ensure stake is vertical	1x per year	5 mins per site	1x Foreman 2	General hand and power tools
Replace backboards	1x per 5 years	1 hour per visit	1x Foreman 2	General hand and power tools
Paint backbouards	1x per year	1 hour per visit	1x Foreman 2	Paint, brushes

Maintenance Matrix

PARK INFRASTRUCTURE

Task	Frequency	Timeframe	Job Class	Equipment
Maintain throwing lanes	1x per year	1 hour per visit	1x Foreman 2	Rake, sand/shale
Skate Parks				
Major inspection	1x per year	3 hours per visit	Foreman 2/4	N/A
Repair	1x per year	2 hours per visit	Foreman 2/4, 1x laborer	General hand and power tools
Seal	1x per year	4 days	Foreman 2/4, 1x laborer	Sealant, rollers
Inspect signage	1x per year	1 hour per visit	1x driver	General hand and power tools
Paint	1x per year	8 hours per visit	Contractor	Paint, brushes
Ice Rinks				
Inspect	1x per day	1 hour per ice rink	1x driver, 1x laborer	Pump, hoses, General hand and power tools
Flood	1x per day	2 hours per ice rink	1x driver, 1x laborer	Pump, hoses, General hand and power tools
Replace	1x per year	5 days	1x driver, 1x laborer	Pump, hoses, General hand and power tools
Sport Courts				
Major Inspection (Gym Equipment/Saftey Surface)	1x per year	2 hours per visit	1x Parks Worker Amenities	General hand and power tools
General Inspection (Gym Equipment/Safety Surface)	6x per year	1 hour per visit	1x Parks Worker Amenities	General hand and power tools
Major Inspection (Furniture/Parking)	1x per 5 years	1 hour per visit	1x Parks Worker Amenities	General hand and power tools
General Inspection (Furniture/Parking)	7x per year	1 hour per visit	1x Parks Worker Amenities	General hand and power tools
Clean up/Garbage Removal	7x per year	0.5 hours per visit	1x Parks Worker Amenities	Shovel, broom

Maintenance Matrix

PARK INFRASTRUCTURE

Task	Frequency	Timeframe	Job Class	Equipment
Repair	1x per year	1 hour per visit	1x Parks Worker Amenity; 1x laborer	General hand and power tools
Refurbish (Play Equipment)	1x per 10 years	2 days	1x driver; 2x laborer/Volunteers	Sanders, paint, brushes
Rake Pea Gravel Safety Surface	7x per year	0.5 hours per visit	1x Parks Worker Amenities	Rake
Replace (Gym Equipment/Safety Surface)	1x per 15 years	5 days	Contractor	General hand and power tools
Replace (Furniture/Signage)	1x per 20 years	1 hour per visit	1x bobcat operator; 1x laborer	General hand and power tools
SPECIAL EVENTS				
Site setup	1x per year	2 days	1x bobcat operator; 2x laborer	Bobcat, general hand and power tools
Site clean up	1x per year	2 days	1x bobcat operator; 2x laborer	Bobcat, general hand and power tools
Vandalism/damage repairs	1x per year	2 days	1x bobcat operator; 2x laborer	Bobcat, general hand and power tools
MISCELLANEOUS				
Snow Removal				
Pathways	2x per month for 5 months	2 days	1x bobcat, Contractor	Bobcat/Plow truck
Sidewalks	2x per month for 5 months	2 days	1x bobcat, Contractor	Bobcat/Plow truck
Yard/Depot Maintenance				
Inspect & General "Housekeeping"	1x per day	1 hour per yard	1x laborer	General hand and power tools
Customer Inquiries/Service Requests				
Varied requests for repair/replacement of all above assets	6x per day	1 hour per visit	1x driver, 1x laborer	General hand and power tools

Maintenance Matrix

PARK INFRASTRUCTURE

Task	Frequency	Timeframe	Job Class	Equipment
PROJECTS				
Pathway Safety Audit				
Removal, replacement and/or relocation of all signage/posts along pathways in parks to conform to the 'Pathway Safety Audit"	2013	9 hours per day	1x Foreman 4, 1x bobcat operator; 2x laborer	Bobcat, general hand and power tools

Attachment 3

Summary

- After completing the inspection of projects identified by the City, there are a total of 198 projects between Thorne-Rider, Oatts and Madia Parks. This number is down from an original list of 249. The difference being projects that have been completed and/or consolidation of some projects. The breakdown is as follows:
    - Thorne-Rider: 68 total.
        - 1 – 6 2 – 17 3 – 36 4 – 9
    - Oatts: 75 total
        - 1 – 5 2 – 15 3 – 50 4 – 6
    - Madia: 55 total
        - 1 – 3 2 – 11 3 – 37 4 – 4

Priorities breakdown as follows:

- 1 – 14 7%
- 2 – 43 22%
- 3 – 122 61%
- 4 – 19 10%

- Priority descriptions:
    - 1 – Highest priority for completion within 6 months. Projects include safety concerns (such as trip hazards, sharp edges, or pinch points), and extreme graffiti. Once identified, these projects should be addressed within days if possible. Some areas should be removed from service pending repair.
    - 2 - High priority to be completed within 6 month timeline. Many of these projects are weather dependent and must be completed during the summer/fall season prior to winterization.
    - 3 – Projects to be completed within 1 year timeline. If possible, attempts should be made to complete prior to the next summer season. Many projects can be completed by staff through the winter months, and other large projects can be contracted locally.
    - 4 – Projects to be completed in 1-3 year timeline. Typical projects are cosmetic in nature and do not have direct impact on the community use. Examples include sign replacements, exercise equipment and general painting.

- **Financial**: Cost estimates have been provided either by local contractors or previous experiences of similar projects. These estimates may change in the future or as firm bids are secured. Although a good portion of projects can be completed in house, there will be nominal costs associated with them for supplies. Examples include fence repair, sod replacement and painting.

  - **Large Capital Projects:** The are multiple large capital projects proposed that will have significant impact on the agreement with the City of Sheridan and reap favorable community benefits. These include:

    - ✓ **Renovations to Oatts Field** – The clear majority of projects at Oatts involve fencing. A total replacement of 4' fences is estimated at $25,000. In addition, the removal of two infields would make the fields more playable and resolve current issues with infield lips. Depending upon local labor, this project is estimated between $10,000-$20,000 , bringing the total cost at Oatts to **$45,000.**

    - ✓ **Playground barriers** – The plastic barriers on playgrounds at all three locations should be renovated to remove trip hazards and improve aesthetics. One functional option would include free form concrete curbing. It is estimated that all three locations could be completed for approximately **$5,000.**

    - ✓ **Playground Renovations –** Playgrounds continually need repair and upgrades in order to be maintained in a safe and useful manner. I recommend completing a full inspection of all playgrounds by a certified NPSI inspector in order to determine specific needs for equipment and fall material. Based upon initial review, I estimate needs of **$10,000 - $15,000** for parts, swings, paint and fall material.

    - ✓ **Signage** – Large and small signs are in need of replacement at all facilities. This is an opportunity to develop modern, consistent signage for all areas. Additional rules may also be included at this time (park hours, pets, etc.). **$5,000**

    - ✓ **Park furniture** – Tables, benches, and trash receptacles are in need of renovations and/or replacements. Replacing these amenities with new will be highly appreciated by the customers using the parks. **$10,000**

Attachment 4

			Oatts Field		24-Jun-20	
Item	**Reference**	**Maintenance Required**	**Recommended Solution**	**Priority**	**Cost Estimate**	**Status**
Dugout Fencing	O 1	Fence Repair*	Fence maintenance	3	Contractor (time & Materials)	
Field Gate	O 2	Fence Repair*	Fence maintenance	3	Contractor (time & Materials)	
Fence Corner	O 3	Fence Repair*	Fence maintenance	3	Contractor (time & Materials)	
Fencing/Parking area	O 4	Fence Repair*	Fence maintenance	3	Contractor (time & Materials)	
Foul Poles	O 5	Completed				Completed
Sign on Fence	O 6	Sign Maintenance	Sign is blank. Signs should be designed to be consistent throughout the complex and fastened with approved connectors	2	In house. Total sign cost $500 for complex	
Fencing Top Rail	O 7	Fence Repair*	Fence maintenance	3	Contractor (time & Materials)	
Fencing Post	O8	Fence Repair*	Fence maintenance	3	Contractor (time & Materials)	
Fencing Post	O 9	Fence Repair*	Fence maintenance	3	Contractor (time & Materials)	
Fence Gate	O 10	Fence Repair*	Fence maintenance	3	Contractor (time & Materials)	
Fence Gate	O 11	Fence Repair*	Fence maintenance	3	Contractor (time & Materials)	
Fencing	O 12	Fence Repair*	Fence maintenance	3	Contractor (time & Materials)	
Fencing Post	O 13	Fence Repair*	Fence maintenance	3	Contractor (time & Materials)	

Fencing Post	O 14	Fence Repair*	Fence maintenance	3	Contractor (time & Materials)	
Fencing Fabric	O 15	Fence Repair	Fence maintenance	3	Contractor (time & Materials)	
Horizontal Post	O 16	Fence Repair	Fence maintenance	3	Contractor (time & Materials)	
Turf Area	O 17	Repair depression	Cut out sod, raise to level, replace sod	2	In house. Total sign cost $500 for complex	
Fence Fabric/ 2x4	O 18	Fence Repair*	Fence maintenance	3	Contractor (time & Materials)	
Mound Area	O19*	Re-shape mound	Option 1: Re-draw mound area according to specifications. Remove excess turf, replace turf where needed. Option 2: Remove infield turf, adjust irrigation lines, laser grade,install infield material.	3	In house. Cost dependent upon decision	
Base Paths	O 20*	Re-shape infield	Same	3		
Base Paths	O21*	Re-shape infield	Same	3		
Base Paths	O 22	Re-shape outfield	Re-draw arc according to specifications. Remove excess turf, replace turf where needed.	3	In house.	
Fence Signs	O 23	Sign Maintenance	Sign is blank. Signs should be designed to be consistent throughout the complex and fastened with approved connectors	2	See O 6	

Irrigation Box	O 24	Irrigation leveling	Remove sod surrounding irrigation box, level area and replace sod	3	In house.	
Scoreboard Poles	O 25	Pole cutting	Cut poles to consistent length, paint.	3	Contract for cutting ($150) Painting in house.	
Irrigation Box	O 30	Irrigation leveling	Irrigation box (beyond outfield fence field 3) remove sod surrounding box, level area, replace sod	1	In house.	
Old Fence Posts	O 31	Post removal	Old post should be dug out and removed asap	1	In house.	
Batting Cage Frame	O 32	Cage Maintenance	Straighten cage frames, install wood barrier along sides, attach netting, replace turf with infield material.	3	In house.	
Fence Tension Bar	O 33*	Fence Repair	Fence maintenance	3	Contractor (time & Materials)	
Fence Signs	O 34	Sign Maintenance	See O 6			
Flag Pole	O 35	Paint Pole	Secure contractor to re-paint flagpole	3	$500.00	
Flag Pole	O 36	Paint Pole	Same			
Electrical Cord	O 37	Secure electrical cord	Encase exposed electrical cord into conduit from exit point to underground	2	If staff is not totally comfortable with electrical work, contract with local electrician.	
Electrical Cord	O 38	Secure electrical cord	Same			

Spectator Area	O 39	Bleacher area	Bleachers are safe and well maintained. Recommend constructing a level support base with wooden barrier and infield material, remove turf.	4	In house.	
Gates	O40*	Fence Repair	This section of fencing should be re-built	3	Contractor (time & Materials)	
Fence Post	O 41*	Fence Repair	Fence maintenance	3	Contractor (time & Materials)	
Fence Post	O 42*	Fence Repair	Fence maintenance	3	Contractor (time & Materials)	
Gate/Post	O 43*	Fence Repair	This has been re-attached, however the section should be re-built	3	Contractor (time & Materials)	
Fence Posts	O 44*	Fence Repair	See O 40			
Fencing	O 45*	Fence Repair	Fence maintenance	3	Contractor (time & Materials)	
Fence Posts	O 46*	Fence Repair	Fence maintenance	3	Contractor (time & Materials)	
Fence Posts	O 47*	Fence Repair	Fence maintenance	3	Contractor (time & Materials)	
Fence Post	O 48*	Fence Repair	Fence maintenance	3	Contractor (time & Materials)	
Outfield Turf	O 49	Re-shape outfield	Re-draw arc according to specifications. Remove excess turf, replace turf where needed.	3	In house.	
Fencing	O 50*	Fence Repair	Fence maintenance	3	Contractor (time & Materials)	

Valve Box	O 51	Irrigation leveling	Remove sod surrounding irrigation box, level area and replace sod	2	In house.	
Irrigation Head	O 52	Irrigation leveling	Sprinkler on outfield lip of field 1, refill surrounding area and re-sod to eliminate trip hazard.	1	In house.	
Field Gate	O 53	Fence Repair	Fence maintenance	3	Contractor (time & Materials)	
Fence Sign	O 54	Sign Maintenance	Completed		Completed	
Fencing	O 55	Fence Repair	Fence maintenance	3	Contractor (time & Materials)	
Fencing	O 56	Fence Repair	Fence maintenance	3	Contractor (time & Materials)	
Corner Fencing	O 57*	Fence Repair	Fence maintenance	3	Contractor (time & Materials)	
Fencing	O 58	Fence Repair	Fence maintenance	3	Contractor (time & Materials)	
Valve Box	O 59	Irrigation leveling	Remove sod around entire valve box area, bring to level, replace sod	3	In house.	
Building Area	O 60	Park Maintenance	Assign SRD Staff to clean area and Maintain in future	2	In house.	
Building Roof	O 61	Building Maintenance	Roof needs significant repair. Evaluate need for building and possible demolition.	4	Contract for repair or demolition and removal.	
Building Roof	O 62	Building Maintenance	same			

Corner Fencing	O 63*	Fence Repair	Fence maintenance	3	Contractor (time & Materials)	
Building	O 64	Building Maintenance	Completed			Completed
Parking Lot	O 65	Parking lot mntc	Secure street sweeper for parking lot	3	Contract street sweeper $400	
Parking Blocks	O 66	Parking lot mntc	Assign SRD Staff to clean area and Maintain in future	2	In house.	
Fence Fabric	O 67	Fence Repair	Fence maintenance	3	Contractor (time & Materials)	
Fence Signs	O 68	Sign Maintenance	Options: Replace existing signs with consistent lettering, or fabricate single sign for entire complex with all information	2	Dependent on option	
Building Area	O 69	Building Maintenance	Remove trip hazard	1	In house.	
Building Area (Weeds)	O 70	Park Maintenance	Assign SRD Staff to clean area and Maintain in future	2	In house.	
Dugout Area	O 71	Dugout mntc.	Completed			Completed
Base Paths	O 72	Re shape outfield	Re-draw arc according to specifications. Remove excess turf, replace turf where needed.	3	In house.	
Drinking Fountain	O 73	Building Maintenance	Fabricate appropriate cover and re-paint area	2	In house.	
Bleachers	O 74	Bleacher area	Bleachers should be repaired using only parts designated for their use. Remove and replace faulty end caps	3	In house $500 (inclusive)	

Restroom Building	O 75	Building Maintenance	Patch concrete and re-paint	3	In house $500 (inclusive)	
Restroom Building	O 76	Building Maintenance	Re-paint area	3	In house $200	
Fencing Concrete	O 77	Fence Repair	Fence maintenance	3	Contractor (time & Materials)	
Building Door	O 78	Building Maintenance	Completed			Completed
Fence line	O 79	Parks mntc	Assign SRD Staff to clean area and Maintain in future	2	In house	
Turf Area	O 80	Park Maintenance	Remove turf area, level and replace. Area is unlevel and should be completed regardless of repairs to building	2	In house	
Playground Surround	O 81	Support pegs	Completed			Completed
Playground Surround	O 82	Barrier leveling	impossible to re-level existing material. Consider removing and replacing with alternate (concrete curbing)	3	180 ft @ $6 = $1,100	
Playground	O 83	Playground mntc	Re-paint areas with specified paint	4	$100.00	
Playground	O 84	Playground mntc	same			
Playground Surround	O 85		See O 82			
Turf Area	O 86	Park Maintenance	Level area and overseed	4	In house.	
Signage	O 87	Court Mntc	Remove signage from rim support	3	In house	
Basketball Rim	O 88	Court Mntc	Remove chain nets and replace with nylon	1	In house. $25	

Park Sign	O 89	Park signage	Replace with modern sign (wayfinding)	4	$500.00	
Court Area	O 90	Court Mntc	Clean court. Consider resurfacing in future	4		
Bollards	O 91	Protective bollards	One bollard has been removed. Remove concrete base and paint remaining bollards	2	In house. $100	
Trash receptacles	O 92	Trash receptacles	Inspect all receptacles for consistency. Assign SRD staff to regularly maintain.	2		

Attachment 5

Thorne Rider Park					Jun-20	
Item	**Reference**	**Maintenance Required**	**Recommended Solution**	**Priority**	**Cost Estimate**	**Status**
General Park Cleanup	TR 1	Clean up trash throughout the park	Assign SRD Parks staff to complete thorough cleaning of park followed by routine cleaning on regular basis	1	In-house	
Bridge Graffiti	TR 2	Completed				Completed
Bridge Graffiti	TR 3	Completed				Completed
Exercise Equipment	TR 4	Removal	Remove structures and surround. Re-use materials if possible. Re-vegetate area.	4	In-house	
Bridge Graffiti	TR 5	Graffiti removal	Re-paint concrete base and support	3	In-house	
Bridge Graffiti	TR 6	Graffiti removal	RE-paint area. Suggest mural in this location	3	$300.00	
Trail Trimming	TR 7	Trim or remove overgrown weeds along pathway	Assign SRD Parks staff to complete thorough cleaning of park followed by routine cleaning on regular basis. Suggest weed control	4	In-house	
Pathway Graffiti	TR 8	Graffiti removal	Options: Attempt to remove graffiti. Suggest painting over or replacing timbers	3	In-house	
Sign Posts	TR 9	Remove post	Either remove or re-use post as marker	3	In-house	
Exercise Equipment	TR 10	Removal	Remove structures and surround. Re-use materials if possible such as interpretive signage. Re-vegetate area.	4	In-house	
Irrigation Box	TR 11					
Fencing	TR 12	Fence repair	Entry to park. Evaluate need for fencing in this location. Either repair or replace	3	Dependent upon decision.	

Fencing	TR 13	Fence repair	Remove post as it has no purpose	3	In-house	
Playground Entry	TR 14	Gate repair	Remove structure at main entrance as it has no purpose	3	In-house	
Playground Surround	TR 15	Fence repair	Fence section should be re-built to maintain barrier between road and playground. Could use materials from other locations	3	Contractor (time & materials) 3 hours	
Playground Surround	TR 16	Playground surround leveling	Impossible to level current materials. Surround should be removed and replaced with more functional option such as concrete edging	2	Contractor 324 ft @ $6=$2,000	
Toddler Swings	TR 17	Swing replacement	Playground should be evaluated for NPSI compliance. Replace necessary equipment	2	$3,000.00	
Playground Surround	TR 18	Playground surround leveling	See TR 16	2		
Fence Pole	TR 19	Fence repair	See TR 15	3		
Bench	TR 20	Furniture re-finishing	Remove wooden panels. Sand, paint and replace	3	In-house	
Shelter Corner Support	TR 21	Shelter support replacement	Replace damaged support with newly fabricated material. Take shelter out of service until completed.	1	Contractor $1,000	
Turf Damage	TR 22	Park maintenance	Assign SRD parks staff to clean and maintain area.	2	In-house	
Parking Bollards	TR 23	Bollard maintenance	Bollards along east end of entry are in overall good condition	NA	NA	
Parking Bollards	TR 24	Bollard maintenance	Bollards along west should be straightened or removed. Suggest maintaining some type of barrier to restrict driving.	4	Dependent upon decision.	

Gate Entrance	TR 25	Fence repair	Options: Secure area by relocating posts, or evaluate need and possible remove fencing in this section	3	Dependent upon decision. In house or contractor	
Corner Fencing	TR 26	Fence repair	See TR 25			
Fencing	TR 27	Fence repair	See TR 25			
8 x 8 Parking Bollards	TR 28	Bollard maintenance	Remove bollards. Suggest maintaining barrier to restrict driving. Split rail fencing –	3	3 rail – 288 ft @ $16 = $4,600	
Parking Sign	TR 29	Sign replacement	Upgrade all signs for consistency in design and installation	3	$500.00	
Sign Posts	TR 30	Completed				Completed
Cattle Gate	TR 31	Completed				Completed
Cattle Gate	TR 32	Completed				Completed
Wooden Posts	TR 33	Completed				Completed
Parking Bollards/Lines	TR 34	Completed	Consider replacing parking blocks			Completed
Fencing	TR 35	Park maintenance	Assign SRD parks staff to clean and maintain area.	2	In-house	
Park Cleanup	TR 36	Park maintenance	Assign SRD parks staff to clean and maintain area.	2	In-house	
Field Sign	TR 37	Park maintenance	Paint building, maintain sponsor signs	3	In-house	
Entry Gate	TR 38	Fence repair	Posts should be cut and fencing re-aligned asap	1	In-house plus materials $100	
Fence line	TR 39	Park maintenance	Clean along edges, contract street sweeper	2	$500.00	
Batting Cage	TR 40	Cage repair	Trim all grass around cage. Consider placing edging along sides, secure netting, and replace turf with infield material	3	$500.00	
Batting Cage	TR 41	Park maintenance	Assign SRD parks staff to clean and maintain area.	3	In-house	

Fencing	TR 42	Fence repair	Evaluate removal of fence. Construct short extension from Redle fence. Eliminate section to shop	4	In-house	
Gates	TR 43	Fence repair	Fence Maintenance	3	Contractor (time & materials)	
Rock/Turf	TR 44	Completed				Completed
Scoreboard Posts	TR 45	Post removal	Contract to have highest pole cut to length	3	$150.00	
Fence Fabric	TR 46	Fence repair	See TR 42			
Fence Post Cap	TR 47	Fence repair	Cut protruding top rail, safety hazard	1	In house	
Mntc. Area	TR 48	Park maintenance	Assign SRD parks staff to clean and maintain area. Construction materials and equipment should be organized. The entire area should be trimmed and sprayed for weeds. Discard any unused equipment or materials.	2	In house	
Mntc. Area	TR 49		Same			
Mntc. Area	TR 50		Same			
Mntc. Area	TR 51		Same			
Mntc. Area	TR 52		Same			
Mntc. Area	TR 53		Same			
Mntc. Area	TR 54		Same			
Mntc. Area	TR 55		Same			
Mntc. Area	TR 56		Same			
Mntc. Area	TR 57		Same			
Mntc. Area	TR 58		Same			
Mntc. Area	TR 59		Same			
Mntc. Area	TR 60		Same Consider fence along this area			
Mntc. Area	TR 61		Same			

Mntc. Area	TR 62		Same			
Court	TR 63	BB Court mntc.	Trim weeds along edge, sweep dirt from edges	2	In house	
Fenceline	TR 64		Trim weeds along edge, sweep dirt from edges	2	In house	
Posts	TR 65	Post removal	Remove post or re-purpose for trash receptacle	2	In house	
Basketball Court	TR 66	Court mntc.	Power wash court and re-paint court lines	3	$300.00	
Cracked Concrete	TR 67	Concrete mntc.	Significant trip hazard should be grinded asap	1	$300.00	
Graffiti	TR 68	Completed				Completed
Graffiti	TR 69	Completed				Completed
Irrigation Head	TR 70	Irrigation mntc.	Head should be lowered and turf replaced	2	In house	
Bleachers	TR 71	Bleacher mntc.	Functional bleachers should be repaired and prepared for service. Non-functional should be dismantled and salvaged.	3	In house	
Pickleball Area	TR 72	Park maintenance	Assign SRD parks staff to clean and maintain area. Consider extending irrigation and turf to this area	2	In house	
Suckers	TR 73	Park maintenance	Assign SRD parks staff to clean and maintain area.	2	In house	
Fence Post Caps	TR 74	Fence repair	Fence Maintenance	3	Contractor (time & materials)	
Parking Blocks	TR75	Parking lot mntc.	Recommend removing large chunks, sweep lot	2	See TR 39	
Parking Area	TR 76	Parking lot mntc.	Same			
TR Entrance Sign	TR 77	Sign mntc.	Re-paint sign and support posts. Also suggest wayfinding signage at all entrances ($2,000)	4	Contract Painting - $500	

Rail Cap	TR 78	Fence repair	Fence Maintenance	3	Contractor (time & materials)	
Fence Fabric	TR 79	Fence repair	Fence Maintenance	3	Contractor (time & materials)	
Entrance Sign Support	TR 80	Sign mntc.	See TR 77			
Asphalt Damage	TR 81	Parking lot mntc.	Short term fill area with base material to avoid further spread. Long term consider parking lot overlay	2, 4	In house	
Fence Posts	TR 82	Fence repair	Evaluate removal of fence.	3	In house	
Gate Posts	TR 83	Fence repair	Fence Maintenance	3	Contractor (time & materials)	
Entrance Gate	TR 84	Fence repair	Evaluate need for turnstyle. Consider removal along with adjacent sections	3	In house	
Entrance Gate Posts	TR 85	Fence repair	Fence Maintenance	3	Contractor (time & materials)	
Entrance Monument	TR 86	Fence repair	Evaluate need for block monuments. Consider removal and/or re-use	4	In house	
Electrical area	TR 87	Fence, weeds	Complete fence repair and weed removal	3	In house	
Post	TR 88	Post removal	Remove post and replace turf	4	In house	
Fence Caps	TR 89	Fence repair	Cut top rail extensions asap to avoid hazard	1	In house	
Open Area	TR 90	Weed abatement	Assign SRD parks staff to clean and maintain area.	2	In house	
Gate Posts	TR 91	Fence repair	Fence Maintenance	3	Contractor (time & materials)	

Gate	TR 92	Fence repair	Fence Maintenance	3	Contractor (time & materials)	
Gate Fabric	TR 93	Fence repair	Fence Maintenance	3	Contractor (time & materials)	
Fencing	TR 94	Fence repair	Fence Maintenance	3	Contractor (time & materials)	
Pitching Area	TR 95	Park maintenance	Assign SRD parks staff to clean and maintain area.	3	In house	
Batting Cage	TR 96	Park maintenance	Assign SRD parks staff to clean and maintain area.	3	In house	
Open Area	TR 97	Park maintenance	Assign SRD parks staff to clean and maintain area.	3	In house	
Gate Posts	TR 98	Fence repair	Fence Maintenance	3	Contractor (time & materials)	
Bleacher Parts	TR 99	General Cleanup	Assign SRD parks staff to clean and maintain area. Discard bleacher parts.	3	In house	

Attachment 6

Madia Field					24-Jun-20	
Item	**Reference**	**Maintenance Required**	**Recommended Solution**	**Priority**	**Cost Estimate**	**Status**
Gate Latch	M 1	Latch needs to be operable	Replace existing latch with new,and make necessary adjustments to operate	3	In house	
Fencing Top Rail	M 2	Fence repair	Adjust fitting to accommodate top rail	3	In house	
Picnic Table	M 3	Table graffiti	Remove wooden planks, re-paint to eliminate graffiti	1	In house	
Shelter	M 4	Paint shelter	Re-paint shelter corner supports and ceiling. Suggest spraying	4	In house. $200	
Picnic Table	M 5	Table repair	Dismantle table from base, replace top and bench	2	In house. $500	
Shelter	M 6	Paint shelter	Re-paint shelter corner supports and ceiling. Suggest spraying	4	In house. $200	
Shelter	M 7	Paint shelter	Re-paint shelter corner supports and ceiling. Suggest spraying	4	In house. $200	
Playground Surround	M 8	Surround should be lowered to avoid tripping hazard	Recommend removal of all surround material. Replace with concrete edging by contractor	3	216 ft @ $6 = $1,300	
Playground Surround	M 9	Straighten surround	Recommend removal of all surround material. Replace with concrete edging by contractor	3		
Playground Surround/Head	M 10	Ground fill material replacement	After surround is repaired, replace fill material	3		

Playground Surround/Head	M 11	Irrigation Head needs relocation	After surround is repaired, irrigation head should be adjusted to ground level	3		
Playground	M 12	Playground repair	Order and install replacement parts for playground. Fall protection material has been installed	3	$5,000.00	
Trash Receptacle	M 13	Receptacle replacement	Recommend an inventory of all receptacles. Place 'like' receptacles together in parks according to location appropriateness and aesthetics. Purchase new to replace non-functioning.	3	$5,000.00	
Playground	M 14	Playground repair	Conduct inspection of playground for safety and parts. Purchase replacement parts as needed.	3	See M 12	
Playground	M 15	Playground repair	Remove rusted areas and powder coat.	3	$3,000.00	
Turf Area	M 16	Park mntc.	Assign SRD Park staff to clean area and maintain in future	2	In house	
Irrigation Heads	M 17	Irrigation leveling	Remove sod, lower head to ground level, refill area and replace sod	2	In house	
Fencing Top Rail	M 18	Fence repair	Install connector for top rail	2	In house	
Fencing Corner	M 19	Fence repair	Adjust fitting to accommodate top rail			
Fence Post	M 20	Fence repair	Trim post to appropriate height and replace cap	3	In house	
Gate Latch	M 21	Fence repair	Replace gate latch	3	In house	
Fence Post	M 22	Fence repair	Trim post to appropriate height and replace cap	3	In house	

Fence Post	M 23	Fence repair	Remove graffiti, trim post to appropriate height and replace cap	2	In house	
Fence Fabric	M 24	Fence repair	Adjust or replace fence fabric	3	In house	
Fence Post	M 25	Fence repair	Re-connect top cap	3	In house	
Fence Gate	M 26	Fence repair	Recommend replacing fence gates with surplus from other sites if possible.	3	Contractor (time & materials)	
Fence Gate	M 27	Fence repair	Same	3		
Fence Top Rail	M 28	Fence repair	Re-attach top rail	3	In house	
Fence Top Rail	M 29	Fence repair	Adjust fitting to accommodate top rail	3	In house	
Fence Fabric	M 30	Fence repair	Adjust or replace fence fabric	3	In house	
Trash Receptacle	M 31	Receptacle replacement	Sole receptacle of this type. Recommend replacing another from the inventory	3	In house	
Fence Post Brace	M 32	Fence repair	Evaluate need for support and possibly remove	3	In house	
Fence Post	M 33	Fence repair	Trim post to appropriate height and replace cap	3	In house	
Fence Fabric	M 34	Fence repair	Replace existing fabric with new	3	In house	
Weeds/Fencing	M 35	Park mntc.	Assign SRD Park staff to clean area and maintain in future	2	In house	
Shelter	M 36	Paint shelter	Re-paint shelter posts only	3	In house	
Grille	M 37	Grille mntc	Grille has been painted, however is not functional. Consider replacement	3	$1,000.00	
Fence Post	M 38	Fence repair	Replace top cap	3	In house	
Fence Post	M 39	Fence repair	Trim post to appropriate height and replace cap	3	In house	

Fence Top Rail	M 40	Fence repair	Replace top cap and re-attach top rail			
T-Post/Turf Area	M 41	Gate repair	Remove T-post, evaluate need of gate function, replace fence post if necessary or ground level 'gate stop'	3	In house	
Fence Top Rail	M 42	Fence repair	Adjust top rail and re-attach	3	In house	
Corner Post	M 43	Fence repair	Replace existing corner post, possible with surplus parts from other location	3	Contractor (time & materials)	
Fence Post	M 44	Tension Bar	Replace tension bar and attach fabric material	3	In house	
Fence Post	M 45	Tension Bar	Replace tension bar and attach fabric material	3	In house	
Fence Post/Top Rail	M 46	Completed				Completed
Turf Area	M 47	Turf maintenance	Area should be cleaned of debris and over seeded with ample irrigation season remaining	2	In house	
Gates	M 48	Gate repair	Evaluate need for gates, remove if possible	3	In house or contract	
Gravel Area	M 49	Park mntc.	Extend surround with matching lumber, clean area.	3	In house	
Trash Receptacle	M 50	Receptacle replacement	Receptacle lids appear to be fabricated locally, likely not appropriate for public use. Recommend removing lids, and evaluate the functionality of cans.	1	In house	

Fountain Bracket	M 51	Remove Bracket	SRD Park Staff should remove bracket ASAP. Options to replace drinking fountain or fabricate appropriate cover and install.	1	In house. $500?	
Turf Area	M 52	Park mntc.	Evaluate options for improving functionality and aesthetics of this area.	3	In house	
Wooden Sign	M 53	Sign mntc.	Re-paint sign and posts or replace with new, modern sign	4	$1,000.00	
Parking Blocks	M 54	Parking lot mntc	Remove blocks and sweep lot	3	$300.00	
Debris Area	M 55	Park mntc.	Assign SRD Park staff to clean area and maintain in future	2	In house	
Open Space	M 56	Park mntc.	Assign SRD Park staff to clean area and maintain in future	2	In house	
Gravel Area	M 57	Park mntc.	Assign SRD Park staff to clean area and maintain in future	2	In house	
Concrete Block	M 58	Park mntc.	Remove concrete. Assign SRD Park staff to clean area and maintain in future.	2	In house	

CITY OF SHERIDAN, WYOMING

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

Utilities

MEMORANDUM

Project Name:	Consideration of Agreement With State of Wyoming, DEQ, for Sheridan Landfill Remediation Project- Utilities Director Dan Roberts
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	
Date:	07/15/2020

Recommendation:

Staff recommends that the Mayor and City Council approve an Agreement Between the State of Wyoming (State), Wyoming Department of Environmental Quality (WDEQ), and City of Sheridan (City) for the Sheridan Landfill Remediation Project.

Background:

In October 2015, the City entered into an Agreement (attached) with WDEQ and the State to fund and conduct a nature and extent investigation and subsequent remediation project at the Sheridan Landfill.

The Agreement set forth the terms and conditions by which the City was to coordinate with WDEQ in order to participate in the Municipal Solid Waste Landfill Remediation Program and implement the Sheridan Landfill Remediation Project (Project) in accordance with Wyo. Stat. §§ 35-11-533 through 537 and Chapter 17 of the Department of Environmental Quality Solid Waste Rules and Regulations.

The following were the key conditions of the 2015 Agreement:

- DEQ would administer the program for the State
- DEQ would provide the oversight and management of the remediation project for the Sheridan Landfill (referred to as a "WDEQ Led" Agreement by WDEQ)
- The State's funding limits would be 75% of the project costs which was established at $2,309,000 based on initial project estimates
- The City agreed to provide 25% reimbursement to DEQ for project costs incurred
- The City was provided a credit equal to 75% of its remediation expenses incurred during the period of July 1, 2006 to the date of the Agreement
- The credit provided to the City was $324,000 which was subsequently amended to $336,700 in 2016

A Nature and Extent Investigation and Assessment of Corrective Measures (NES & ACM) for the Sheridan Landfill Remediation Project was concluded in 2019. WDEQ Staff and City Staff reported the findings, conclusions, and recommendations from these studies to the City Council during their May 26th Study Session. WDEQ and City Staff shared that the next steps in the remediation process were to design, bid, and construct the remediation solutions identified in the ACM Report.

WDEQ and City Staff concluded that the most effective and efficient way to complete the project moving forward would be for the City to assume the project oversight and management responsibilities in lieu of WDEQ as

described in the original Agreement. The assumption of these roles and responsibilities would require an entirely new Agreement which has been prepared and provided herein for the Mayor's and City Council's consideration.

The Agreement is presented with a 10-year term, terminating no later than ten (10) years from the date of substantial competition of the constructed remedy. The following are key conditions of the Agreement:

- The City will provide the oversight and management of the remediation project for the Sheridan Landfill (referred to as an "Owner Led" Agreement by WDEQ)
- A new project funding limit is established not to exceed $5M without further authorization
- WDEQ's share of eligible total Project costs is 75% and the City's share is 25%
- The City's available credit as of the Effective Date of the Agreement is $181,222.97 which will be applied towards the City's 25% share of the Project costs
- WDEQ approval is required prior to the City conducting a qualifications based selection process design consultant selection
- The City will allow one (1) WDEQ representative to be on the consultant selection committee
- The City shall obtain WDEQ approval before awarding any contract
- Cost sharing (75% WDEQ and 25% City) for operation, maintenance, and monitoring of each implemented remedy will run for ten (10) years from completion

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Attachments

Agreement

AGREEMENT BETWEEN
STATE OF WYOMING, DEPARTMENT OF ENVIRONMENTAL QUALITY
AND
CITY OF SHERIDAN
FOR THE
SHERIDAN LANDFILL REMEDIATION PROJECT

1. **Parties.** The parties to this Agreement are the State of Wyoming, Department of Environmental Quality (WDEQ), whose address is 200 West 17th Street, Cheyenne, Wyoming 82002 and the City of Sheridan (City), whose address is 55 Grinnell Plaza, Sheridan, Wyoming 82801.

2. **Purpose of Agreement.** The purpose of this Agreement is to set forth terms and conditions by which City shall coordinate with WDEQ in order to participate in the Municipal Solid Waste Landfill Remediation Program and implement the Sheridan Landfill Remediation Project (Project), in accordance with Wyo. Stat. §§ 35-11-533 through 537 and Chapter 17 of the Department of Environmental Quality, Solid Waste Rules and Regulations.

3. **Term of Agreement.**

   A. This Agreement is effective when all parties have executed it (Effective Date). This Agreement shall terminate no later than ten (10) years from the date of substantial completion of construction of the final selected remedy, as further discussed in paragraphs 7.D and 7.F below. There is no right or expectation of extension and any extension will be determined at the discretion of WDEQ.

   B. This Agreement is contingent upon both parties obtaining appropriate approval and funding for this Project.

   C. **Notice to Proceed.** Upon execution of this Agreement by both parties and approval by the Wyoming Department of Administration and Information, Division of Procurement Services, and by the Governor of the State of Wyoming if applicable, WDEQ will issue to City a written Notice to Proceed, which will serve as notice of acceptance into the Landfill Remediation Program and as authorization to begin activities under this Agreement.

4. **Payment.** Total Project costs paid by WDEQ under this Agreement shall not exceed five million dollars ($5,000,000.00).

   A. In accordance with Wyo. Stat. § 35-11-534, WDEQ's share of eligible total Project costs is seventy-five percent (75%) and City's share of eligible total Project costs is twenty-five percent (25%). This is to be adjusted by the credit provided under Wyo. Stat. § 35-11-535, as detailed below in paragraph 4.B.

B. City's available credit as of the Effective Date of this Agreement is one hundred eighty-one thousand, two hundred twenty-two dollars and ninety-seven cents ($181,222.97). This credit shall be applied toward City's twenty-five percent (25%) share of Project costs incurred during the term of this Agreement, starting with the first payment request and ending when all credit is fully recovered by WDEQ payments or until this Agreement is terminated.

C. City will pay for all Project costs as they are incurred and request payment from WDEQ for WDEQ's share of eligible Project costs. City shall submit payment requests in accordance with the requirements set forth in Attachment A, WDEQ Landfill Remediation Program Cost Eligibility and Payment Request Details, which is attached to and incorporated into this Agreement by this reference. WDEQ will pay City for WDEQ's share of eligible Project costs at no more often than monthly intervals, for work actually performed and expenses actually incurred. Cost eligibility will be in accordance with Attachment A. City shall be responsible for any costs it incurs that are not eligible for WDEQ payment.

D. WDEQ will make no payment for work performed before the Effective Date of this Agreement and subsequent issuance of the Notice to Proceed. Should City fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, WDEQ may withhold payment under this Agreement until such time as City performs its duties and responsibilities to the satisfaction of WDEQ.

E. WDEQ will make payment within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. City shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. No interest shall be paid on reimbursements that are not made within this time frame. In the event WDEQ questions a cost or completeness of information, justification and/or additional information will be requested from City within fifteen (15) business days. City shall respond to WDEQ's request within fifteen (15) business days. Payment may be delayed in whole or in part pending resolution of these issues.

5. Responsibilities of City.

A. Adherence to Rules and Regulations. City shall abide by all provisions in Solid Waste Rules and Regulations, Chapters 2, 7, and 17, which are incorporated into this Agreement by this reference.

B. Compliance with Law. City shall be responsible for ensuring all work complies with all applicable federal, state, and local laws and regulations.

C. Contract Procurement.

(i) City agrees to enter into contracts with consultant(s) and contractor(s) necessary to complete: 1) Nature and Extent Study, 2) Assessment of

Corrective Measures, 3) plans and specifications for the selected remedy(ies), 4) implement the selected remedy(ies), 5) operate and maintain the selected remedy(ies) for a period not to exceed the 10-year term of this Agreement as defined in Paragraph 3.A., and 6) closeout the project if remedial objectives are reached within the 10-year period defined in Paragraph 3.A. of this Agreement.

(ii) City shall follow a qualifications based selection process for selection of consultants. City shall obtain WDEQ approval of its selection process before proceeding. City will allow WDEQ one (1) representative on the selection committee.

(iii) City shall meet all public works contracting statutes applicable to municipalities in awarding construction contracts and material and equipment procurement contracts. This includes, but is not limited to, Wyo. Stat. §§ 15-1-113, 16-6-101 through 121, 16-6-201 through 206, 16-6-701 through 708, and 16-6-1001. City shall obtain WDEQ approval of its process before proceeding.

(iv) City shall obtain WDEQ review and approval of all documents related to contract procurement and administration before such documents are released. This includes, but is not limited to, scopes of work, requests for proposals, advertisements, bidding and contract documents, plans and specifications, addenda, change orders, certificates of substantial completion, and operation and maintenance manuals.

(v) City shall obtain WDEQ approval before awarding any contract.

(vi) **Contractor Termination.** City and WDEQ each reserves the right to require termination of any contract if it believes that the contractor is not performing in the best interest of the Project, Program, City, WDEQ, or the State of Wyoming. City shall terminate such contract when WDEQ exercises this right.

D. **Licenses, Permits and Taxes.** City shall procure all permits and licenses; pay all charges, fees, and taxes; and give all notices necessary and incidental to the due and lawful prosecution of the work.

E. City shall establish and maintain an in-house procedure for cost accounting that assures that all eligible costs are properly charged to the Project and to the major tasks tracked in the budget continuation sheet. These records shall be available to WDEQ for audit for a period of three (3) years from the date the final payment is made under this Agreement. City shall maintain all financial records in accordance with generally accepted accounting principles and practices.

6. **Responsibilities of WDEQ.**

A. WDEQ agrees to pay City in accordance with Section 4 of this Agreement.

B. WDEQ will furnish to City the name of the WDEQ Project Manager responsible for this Project. The Project Manager will be the primary WDEQ point of contact for all matters concerning this Agreement.

7. Special Provisions

A. Dispute Procedures

(i) City has ten (10) business days from receipt of any written action or decision from WDEQ to invoke a dispute procedure, in writing, and shall identify the basis for the dispute. Representatives of WDEQ and City may first attempt to resolve any dispute informally. Informal proceedings shall continue until the dispute is resolved or until either WDEQ or City invoke formal dispute resolution proceedings, in writing. If the representatives cannot resolve the dispute informally, the dispute shall be decided by the Administrator of the Solid and Hazardous Waste Division (SHWD). The SHWD Administrator's decision shall resolve the dispute, unless City seeks review by the WDEQ Director within ten (10) business days under paragraph (ii) below.

(ii) If City objects to the SHWD Administrator's determination under paragraph (i) above, City may request the WDEQ Director's determination by seeking same in writing within ten (10) business days of the Administrator's determination. The Director shall provide to City a written decision on the dispute, which shall be considered resolved unless City seeks further review as provided in paragraph (iii) below.

(iii) If City objects to the determination of the WDEQ Director, City may make a written request within ten (10) business days of the determination for a hearing before the Wyoming Environmental Quality Council (EQC) to contest the decision in accordance with § 35-11-112 of the Wyoming Environmental Quality Act (EQA). Prior to such hearing, the parties may enter into a settlement of the dispute and incorporate such settlement into writing as an amendment to the Agreement.

B. Funding. WDEQ's funding for this Agreement is being provided by the State of Wyoming. If City receives federal funds from any source to pay for its share of the Project costs or for any other expenses not covered by this Agreement, City must notify WDEQ and must meet all federal requirements for obtaining such funds.

C. Monitoring Activities.

(i) City shall constantly monitor its performance under this Agreement and the performance of its consultants and contractors related to this Agreement to assure that time schedules are met, that the work is being accomplished within the Agreement cost structure, that other performance goals are being achieved, and to assure that City's employees, agents, and representatives are in compliance with all applicable Wyoming, federal, and local laws, ordinances, regulations, and the terms of this Agreement.

(ii) WDEQ shall have the right to monitor all activities related to this Agreement. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, plans, reports, papers, and other records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work. City will ensure that its related contracts will afford WDEQ access to such work, sites, documents, and records.

D. **Multiple Remedies.** More than one remedy may be necessary. The cost sharing for operation, maintenance, and monitoring of each implemented remedy will run for ten (10) years from substantial completion of construction of that remedy.

E. **Proof of Insurance.** City is protected by the Wyoming Governmental Claims Act and certifies that it is a member of the Wyoming Association of Risk Managers (WARM) pool and/or the Local Government Liability Pool (LGLP), Wyo. Stat. §§ 1-39-101 through 120 and Wyo. Stat. §§ 1-42-201 through 206, and shall provide a letter verifying its participation in the LGLP and/or WARM to WDEQ.

F. **Substantial Completion.** The date of substantial completion of construction of a remedy shall be the date that the remedy is usable for its intended purpose.

8. **General Provisions**

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Audit and Access to Records.** WDEQ and its representatives shall have access to any books, documents, papers, electronic data, and records of City that are pertinent to this Agreement for a period of three (3) years following final payment under this Agreement. City shall immediately, upon receiving written instruction from WDEQ, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of City that are pertinent to this Agreement. City shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by WDEQ.

D. **Availability of Funds.** Each payment obligation of WDEQ is conditioned upon the availability of government funds that are appropriated or allocated for the payment of this obligation and that may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by WDEQ at the end of the period for which the funds are available. WDEQ shall notify City at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WDEQ in the event this provision is exercised, and WDEQ shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

E. **Award of Related Contracts.** WDEQ may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. City shall cooperate fully with other contractors and WDEQ in all such cases.

F. **Entirety of Agreement.** This Agreement, consisting of nine (9) pages; and Attachment A, WDEQ Landfill Remediation Program Cost Eligibility and Payment Request Details, consisting of five (5) pages; represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

G. **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 God or 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.

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

I. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

J. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by the Wyoming Department of Administration and Information's Procurement Office, approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv), and approved by the Sheridan City Council.

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

L. **Sovereign Immunity.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WDEQ expressly reserve sovereign immunity by entering into this Agreement and the City expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns 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 Agreement 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.

M. **Termination of Agreement.** This Agreement may be terminated, without cause by either party, upon thirty (30) days written notice. This Agreement may be terminated immediately for cause if either party fails to perform in accordance with the terms of this Agreement. Termination of this Agreement does not relieve City of the obligation to complete remediation required by state or federal law, rule, or regulation.

N. **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 so as 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 the parties to this Agreement.

The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

O. **Time is of the Essence.** Time is of the essence in all provisions of the Agreement.

P. **Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.

Q. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

R. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the City of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the WDEQ.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they had read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY, SOLID & HAZARDOUS WASTE DIVISION:

Luke Esch, SHWD Administrator — Date: 7-7-20

WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:

John J. Franken, Management Services Administrator — Date: 07/07/2020

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Margaret A.R. Schwartz, Assistant Attorney General #188383 — Date: July 7, 2020

CITY OF SHERIDAN:

Roger C. Miller, Mayor — Date

CITY OF SHERIDAN ATTORNEY'S OFFICE: APPROVAL AS TO FORM

Brendon Kerns, City Attorney — Date

CITY OF SHERIDAN, WYOMING

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

Executive

MEMORANDUM

Project Name:	CAST - April- June Airline Report - Councilman Rich Bridger
From:	Bev Leichtnam, Governmental Relations Admin. Specialist
To:	Mayor and Council
CC:	
Date:	