AGENDA
CITY OF SHERIDAN
SEPTEMBER 28, 2020
STUDY SESSION COUNCIL MEETING START 5:30 P.M.

1. Discussion of Ordinance 2227, a Request to Rezone 11.83 acres of Unplatted Land from R-1 Residence to B-1 Business District, Located at 646 E 5th Street - Community Development Director Wade Sanner

2. Japanese Beetle Update - City Arborist Clark VanHoosier

3. Discussion of Bid Award to Veolia ES Technical Solutions, LLC for Household Hazardous Waste Disposal Services - Utilities Director Dan Roberts

4. Discussion of Wendel and Loretta Cayton Pre-Annexation Agreement for Sewer Service to 42 E. Ridge Road - Utilities Director Dan Roberts

5. Discussion of Resolution #44-20 Regarding the Process of Releasing Liens - City Clerk Cecilia Good

6. Golf Update - Public Works Director Lane Thompson

7. Hidden Bridge Rezone and Plat Discussion - Community Development Director Wade Sanner

8. Overview of Cloud Peak Development - Jeff Feck

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:	Discussion of Ordinance 2227, a Request to Rezone 11.83 acres of Unplatted Land from R-1 Residence to B-1 Business District, Located at 646 E 5th Street - Community Development Director Wade Sanner
From:	Wade Sanner, Community Development Director
To:	Mayor and Council
CC:	
Date:	09/15/2020

Recommendation:

Staff recommends the City Council approve the 646 East 5th Street rezone, a request to rezone 11.83 acres from R-1 Residence District to B-1 Business District on the property located at 646 East 5th Street.

Background:

The property was annexed into the City in 1975 (Ord # 1290). At the time the property was annexed as R-1. The property was never subdivided and has remained a tract since the annexation.

Properties to the north are commercial uses zoned B-1 Business District. The property to the east is a large vacant parcel zoned R-1 Residence District. The property to the south is a large vacant parcel zoned R-1 Residence District. Properties to the west are commercial uses zoned B-1 Business District, and a large lot single-family home zoned R-3 Residence District to the southwest.

The property is accessed to the north via 5th Street. The property is relatively flat for approximately 500 feet. The southern 935 feet have a significant grade change. The slope of the front 500 feet has a slope of 2%. The southern portion of the lot has a slope of 16%.

The applicant is proposing to rezone the property in order to use the property as a commercial RV park.

As part of the request to rezone this property, staff sent notice to the 30 property owners within 300 feet, placed a legal and a sign is posted on the property. Staff received two inquiries regarding the reason for the rezoning, but were not opposed to the proposal. Staff also received one letter opposing the proposed subdivision, which is attached to the staff report.

Potential Findings of Fact:

Neither state statute nor city code contains required findings that must be made in changing a property's zoning designation. State statute does provide some requirements for zoning regulations in general, per WS §15-1-601(d) all regulations shall be made:

In accordance with a comprehensive plan and designed to:

A. Lessen congestion in the streets;

B. Secure safety from fire, panic and other dangers;
C. Promote health and general welfare;
D. Provide adequate light and air;
E. Prevent the overcrowding of land;
F. Avoid undue concentration of population; and
G. Facilitate adequate provisions for transportation, water, sewerage, schools, parks and other public requirements.
H. With reasonable consideration, among other things, of the character of the district and its peculiar suitability for particular uses;
I. With a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city or town; and
J. With consideration given to the historic integrity of certain neighborhoods or districts and a view to preserving, rehabilitating and maintaining historic properties and encouraging compatible uses within the neighborhoods or districts, but no regulation made to carry out the purposes of this paragraph is valid to the extent it constitutes an unconstitutional taking without compensation.

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

As stated in Wyoming state statute WS §15-1-601(d), rezones must be in accordance with the City of Sheridan's Comprehensive Plan. The City of Sheridan Comprehensive Plan, or The Sheridan Land Use Plan, was adopted in January of 2017. In Chapter 7 of the Sheridan Land Use Plan calls out a number of goals and implementation strategies regarding future land use strategies, included in these is the Future Land Use Map (included with this staff report). The Future Land Use Map presents a generalized vision of Sheridan in the foreseeable future. Not to be confused with zoning, which is a regulatory land use tool adopted by the City of Sheridan, the future land use map illustrates what is actually on the ground and where new land uses should occur.

The map is a reference point for those interested in city development and redevelopment and those pursuing the recommendations of the Sheridan Land Use Plan. It addresses the themes and guiding principles that arose during the completion of the plan.

The 5th Street corridor near the I-90 interchange is designated as part of a future commercial corridor leading into the City.

Attachments

Aerial
Petition to Rezone
Rezone Exhibit
Rezone Exhibit with Zoning
Applicant Letter
Neighbor Letter
Ordinance



CITY OF Sheridan WYOMING

Vicinity Map

0 0.0375 0.075 Miles

Date: 9/11/2020

Prepared By: Wade Sanner

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.

PETITION FOR REZONING

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

Pursuant to the provisions of W.S. 15-1-601, 15-1-602, 15-1-603 et. seq., and other applicable statutes, and Appendix A, Sec. 16 of the Sheridan City Code, the undersigned landowner(s) respectfully petition and show the City Council as follows:

1. This is a petition for the rezoning of parcels of land within the city limits of Sheridan, Wyoming, having a legal description as follows: See attached Legal Description

2. Clayton Rosenlund & Sheridan Grand Central are the owners or authorized agents of said described land proposed to be rezoned.

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

4. Petitioners hereby request that said lands be zoned B-1.

Therefore, Petitioners pray said parcel(s) be rezoned B-1, pursuant to and in accordance with the applicable Wyoming Statutes and City Ordinances after proper notice and public hearing.

Dated this 1 day of September, 2020

Signed by the Petitioners:

Clayton Rosenlund

Sheridan Grand Central - President

Subscribed and Sworn before me this 1st day of September, 2020

Krystle J Baumgartner
Notary Public

KRYSTLE J. BAUMGARTNER NOTARY PUBLIC
COUNTY OF SHERIDAN
STATE OF WYOMING
MY COMMISSION EXPIRES DECEMBER 1, 2020

My commission expires: 12-1-2020

LEGAL DESCRIPTION

A PORTION OF A TRACT OF LAND DESCRIBED IN BOOK 206 PAGE 634 IN THE RECORDS OF THE SHERIDAN COUNTY CLERK: SUBJECT TRACT LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER ($SE\frac{1}{4}SW\frac{1}{4}$), SECTION 23 AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER ($NE\frac{1}{4}NW\frac{1}{4}$), SECTION 26, TOWNSHIIP 56 NORTH, RANGE 84 WEST, 6TH P.M., CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER–NORTH SIXTEENTH (CN1/16) CORNER OF SAID SECTION 26, THENCE N24°59'43"W, 666.72 FEET TO EAST LINE OF SAID TRACT, AND THE TRUE POINT OF BEGINNING; THENCE S90°00'00"W, 283.66 FEET TO THE WEST LINE OF SAID TRACT; THENCE CONTINUING ALONG SAID WEST LINE N00°27'58"W, 308.78 FEET TO THE SOUTHEAST CORNER OF SHINING MOUNTAIN SUBDIVISION; THENCE CONTINUING ALONG SAID WEST LINE, N00°32'13"W, 546.36 FEET ALONG SAID EAST LINE OF SHINING MOUNTAIN SUBDIVISION TO A POINT ON THE SOUTH RIGHT–OF–WAY LINE OF STATE HIGHWAY 336; THENCE ALONG SAID RIGHT–OF–WAY THROUGH A CURVE TO THE RIGHT HAVING A RADIUS OF 1382.69 FEET, AN ARC LENGTH OF 287.13 FEET, A DELTA OF 11°53'53", AND A CHORD OF S83°10'23"E 286.62 FEET; THENCE S00°18'07"W, 25.81 FEET ALONG SAID RIGHT–OF–WAY; THENCE S00°29'35"E, 795.26 FEET ALONG THE EAST LINE OF SAID TRACT TO THE POINT OF BEGINNING CONTAINING 5.49 ACRES MORE OR LESS.

SUBJECT TO PRIOR RESERVATIONS, CONVEYANCES, COVENANTS AND RESTRICTIONS OF RECORD

REZONE EXHIBIT

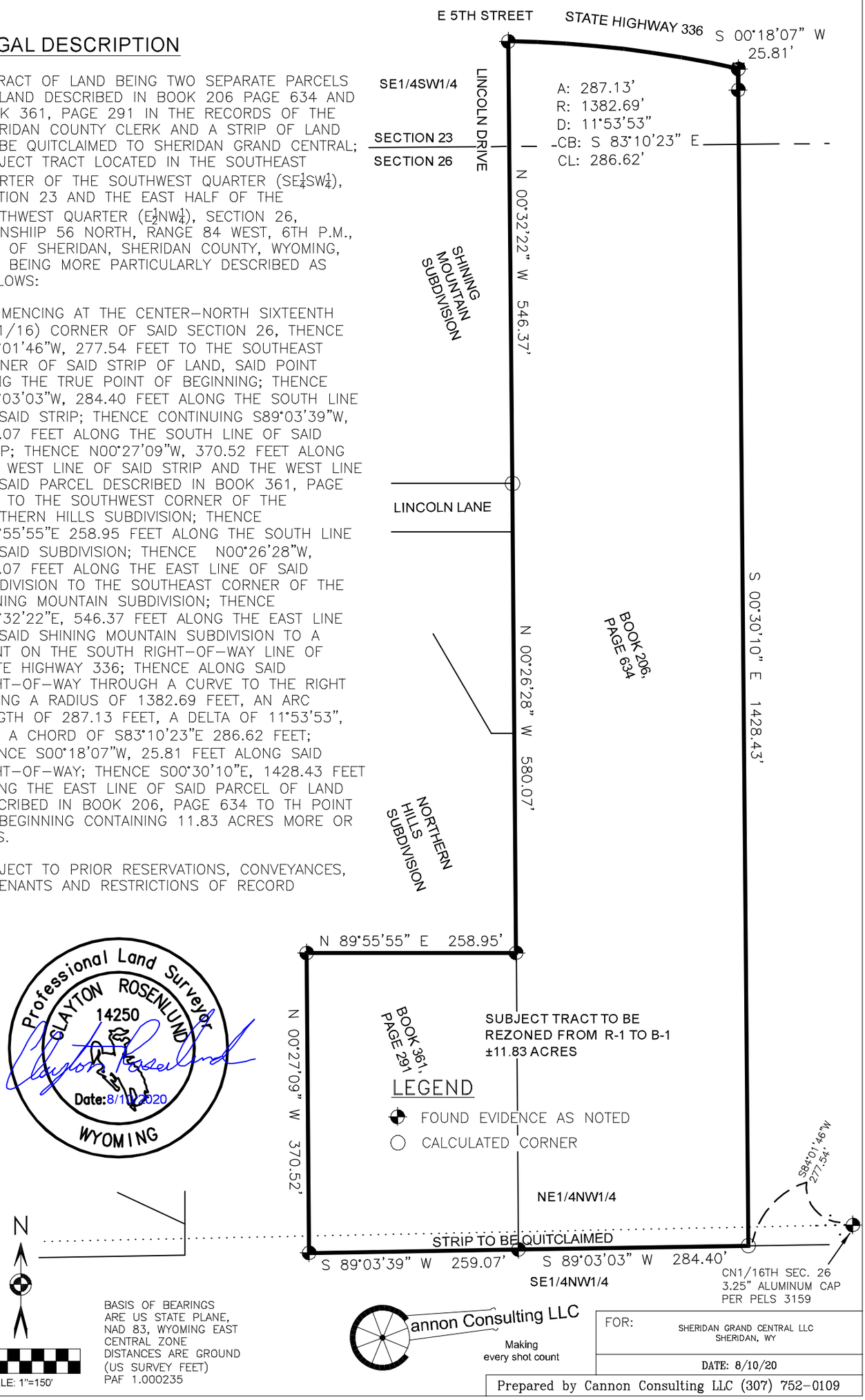
OF A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER ($SE\frac{1}{4}SW\frac{1}{4}$) OF SECTION 23 AND THE EAST HALF OF THE NORTHWEST QUARTER ($E\frac{1}{2}NW\frac{1}{4}$) OF SECTION 26, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING,

LEGAL DESCRIPTION

A TRACT OF LAND BEING TWO SEPARATE PARCELS OF LAND DESCRIBED IN BOOK 206 PAGE 634 AND BOOK 361, PAGE 291 IN THE RECORDS OF THE SHERIDAN COUNTY CLERK AND A STRIP OF LAND TO BE QUITCLAIMED TO SHERIDAN GRAND CENTRAL; SUBJECT TRACT LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER ($SE\frac{1}{4}SW\frac{1}{4}$), SECTION 23 AND THE EAST HALF OF THE NORTHWEST QUARTER ($E\frac{1}{2}NW\frac{1}{4}$), SECTION 26, TOWNSHIIP 56 NORTH, RANGE 84 WEST, 6TH P.M., CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER–NORTH SIXTEENTH (CN1/16) CORNER OF SAID SECTION 26, THENCE S84°01'46"W, 277.54 FEET TO THE SOUTHEAST CORNER OF SAID STRIP OF LAND, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE S89°03'03"W, 284.40 FEET ALONG THE SOUTH LINE OF SAID STRIP; THENCE CONTINUING S89°03'39"W, 259.07 FEET ALONG THE SOUTH LINE OF SAID STRIP; THENCE N00°27'09"W, 370.52 FEET ALONG THE WEST LINE OF SAID STRIP AND THE WEST LINE OF SAID PARCEL DESCRIBED IN BOOK 361, PAGE 291 TO THE SOUTHWEST CORNER OF THE NORTHERN HILLS SUBDIVISION; THENCE N89°55'55"E 258.95 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION; THENCE N00°26'28"W, 580.07 FEET ALONG THE EAST LINE OF SAID SUBDIVISION TO THE SOUTHEAST CORNER OF THE SHINING MOUNTAIN SUBDIVISION; THENCE N00°32'22"E, 546.37 FEET ALONG THE EAST LINE OF SAID SHINING MOUNTAIN SUBDIVISION TO A POINT ON THE SOUTH RIGHT–OF–WAY LINE OF STATE HIGHWAY 336; THENCE ALONG SAID RIGHT–OF–WAY THROUGH A CURVE TO THE RIGHT HAVING A RADIUS OF 1382.69 FEET, AN ARC LENGTH OF 287.13 FEET, A DELTA OF 11°53'53", AND A CHORD OF S83°10'23"E 286.62 FEET; THENCE S00°18'07"W, 25.81 FEET ALONG SAID RIGHT–OF–WAY; THENCE S00°30'10"E, 1428.43 FEET ALONG THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 206, PAGE 634 TO TH POINT OF BEGINNING CONTAINING 11.83 ACRES MORE OR LESS.

SUBJECT TO PRIOR RESERVATIONS, CONVEYANCES, COVENANTS AND RESTRICTIONS OF RECORD



Professional Land Surveyor
CLAYTON ROSENLUND
14250
Date: 8/10/2020
WYOMING

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

Cannon Consulting LLC
Making every shot count

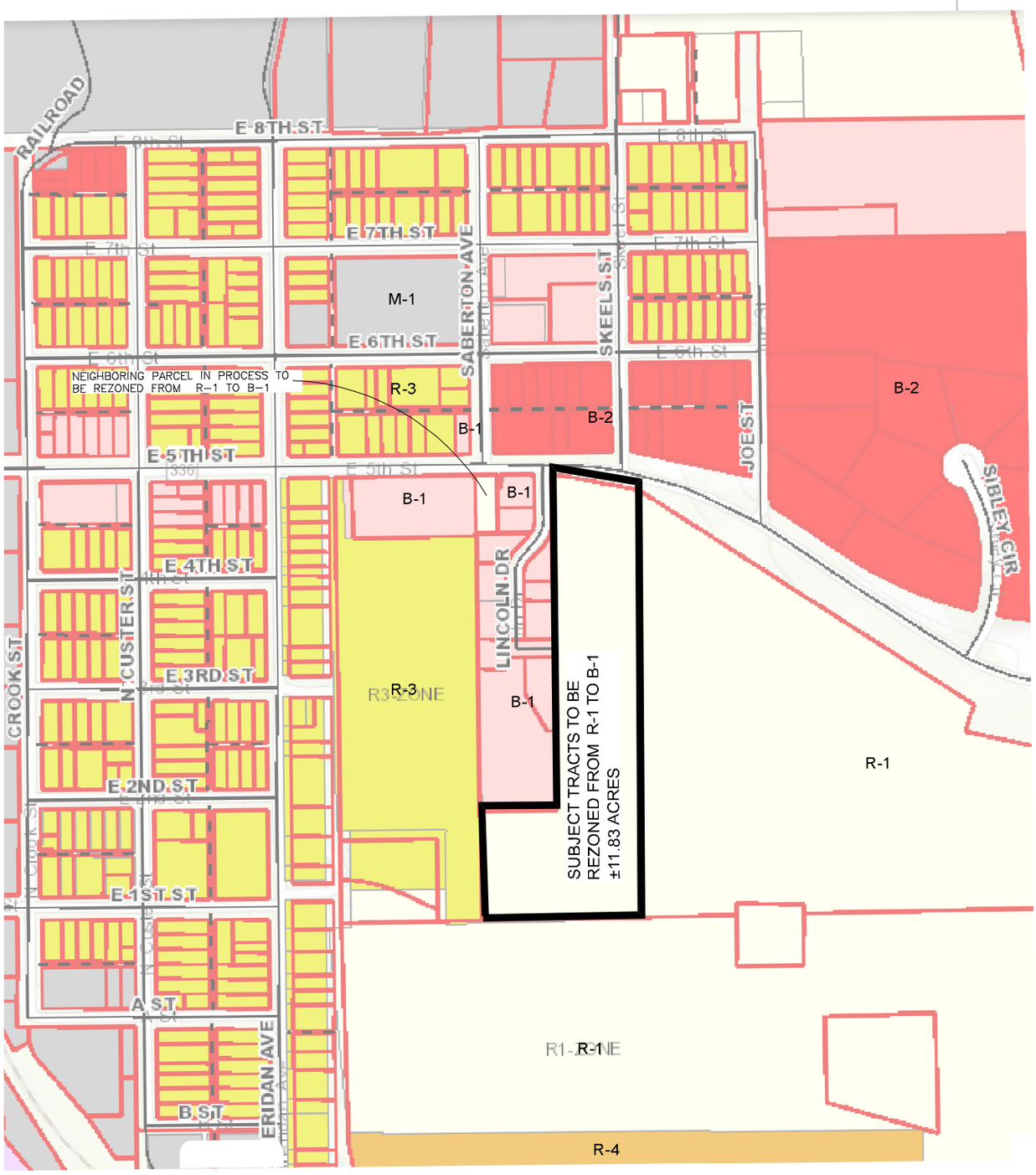
FOR: SHERIDAN GRAND CENTRAL LLC SHERIDAN, WY

DATE: 8/10/20

Prepared by Cannon Consulting LLC (307) 752–0109

REZONE EXHIBIT SHOWING EXISTING ZONING

OF VICINITY IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER ($SE\frac{1}{4}SW\frac{1}{4}$) OF SECTION 23 AND THE EAST HALF OF THE NORTHWEST QUARTER ($E\frac{1}{2}NW\frac{1}{4}$) OF SECTION 26, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING,



N

SCALE: 1"=500'

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

Cannon Consulting LLC
Making every shot count

FOR: SHERIDAN GRAND CENTRAL LLC
SHERIDAN, WY

DATE: 8/10/20

Prepared by Cannon Consulting LLC (307) 752-0109

08/08/20

Dear Sheridan City Council,

Thank you for taking the time to review this request.

We have purchased the property located at 646 E 5th Street with the hope to create an RV Park which needs to be in B-1 zoning.

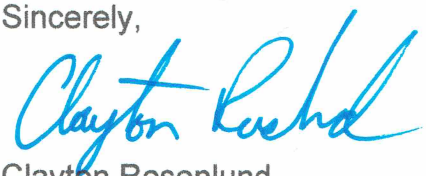
The property is currently zoned R-1 but the adjoining property is B-1.

Prior to purchasing the property I met with the Development Review Committee about the possibilities of getting this rezoned and they didn't raise any red flags.

I hope you can agree that this property will make a great RV park and approve the rezone.

If you have any questions or concerns please feel free to contact me anytime.

Sincerely,



Clayton Rosenlund
Sheridan Grand Cental
307-752-0109
clayton.rosenlund@gmail.com

Sue Goodman <sgoodman@sheridanwy.net>

Concerns Regarding Re-zoning of R1 Lot

2 messages

Kami Ostler <kamilynostler@gmail.com> Wed, Aug 26, 2020 at 11:04 PM
To: Sue Goodman <sgoodman@sheridanwy.net>

Hi Sue,

I'm emailing in regards to concerns I have regarding the lot that shares a property line with my lot located at 847 Lincoln Drive. I was recently notified that the gentleman who owns this land is seeking to re-zone this lot to become B1 and is planning to put an RV park at this location.

My first concern is that by doing so, this will greatly effect the property value of my property as well as neighbors in the surrounding area. With this negatively effecting so many homeowners, I don't believe re-zoning this lands is the correct thing to do.

Secondly, when I purchased the lot at 847 Lincoln Drive, I was told that I needed to follow the 2012 Entry Corridor Guidelines if I were building a business or multi family building. I was told that the city wants our town to look presentable and beautiful to those passing by via the highway. With that, I believe this currently is a clean and well taken care of area, and shows the character of our community. When adding an RV park, that will absolutely lower the appeal of our community from those driving through or passing by, and will not demonstrate the beauty that our town has to offer. I hope the city will consider my concerns before making a decision regarding this issue, and I thank you so much for your time.

Respectfully,
Kami Ostler

--
Kami Ostler

Sue Goodman <sgoodman@sheridanwy.net> Thu, Aug 27, 2020 at 12:59 PM
To: Kami Ostler <kamilynostler@gmail.com>

We haven't scheduled this for a meeting yet, but I have added your letter to the file and will include it in future meeting packets.
Thanks

Sue Goodman
Planning Technician
City of Sheridan
307.675.4226

[Quoted text hidden]

ORDINANCE NO 2227

AN ORDINANCE amending Ordinance No. 826, the Zoning Ordinance of the City of Sheridan, to zone the entirety of the land more particularly described in Appendix A Section 1., and shown on the attached Exhibit A, from an R-1 Residence District to a B-1 Business District; for the property located at 646 East 5th Street.

WHEREAS, the owner of the following described land has petitioned the City Council to rezone the same from an R-1 Residence District to B-1 Business District, and a public hearing having been held thereon by the City Council; THEREFORE

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

Section 1.
The following described land is hereby rezoned from an R-1 Residence District to a B-1 Business District, to wit:

A tract of land located in the SE1/4 SW1/4 of Section 23 and the east half of the NW1/4 of Section 26, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming. Thereto, City of Sheridan, Wyoming.

Section 2.
That Ordinance No. 826, The Zoning Ordinance of the City of Sheridan is hereby amended to conform herewith.

Section 3.
If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, than all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 4.
That this ordinance shall be in full force and effect immediately upon its passage and publication as provided by law.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2020

ATTEST: _____
Roger Miller, Mayor

_____
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

Public Works

MEMORANDUM

Project Name:	Japanese Beetle Update - City Arborist Clark VanHoosier
From:	Lane Thompson, Public Works Director
To:	Mayor and Council
CC:	
Date:	09/28/2020

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:	Discussion of Bid Award to Veolia ES Technical Solutions, LLC for Household Hazardous Waste Disposal Services - Utilities Director Dan Roberts
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	
Date:	09/21/2020

Recommendation:

Staff recommends that the Mayor and City Council award a bid to Veolia ES Technical Solutions, LLC for Household Hazardous Waste Disposal Services in the amount of $95,603.00.

Background:

The City Of Sheridan Landfill serves approximately 18,000 residential customers and 970 commercial customers within the city and county of Sheridan. The Landfill provides HHW disposal services to the public which involves the collection, storage, handling, packaging, documentation, transportation, transfer, and disposal of hazardous wastes obtained from the following sources: Abandoned hazardous waste discovered in public right-of-ways that are collected and transported to the HHW Facility by City personnel and stored until they are retrieved by a HHW contractor for proper disposal; Hazardous waste generated through daily operations by the Solid Waste Division; and, HHW collected from residential customers and Conditionally Exempt Small Quantity Generators (CESQG). HHW may include various types of paint (latex paint, aerosol,oil based), contaminated or used motor oil, gasoline, car or commercial truck batteries, adhesives, solvents, pool chemicals, household cleaners. and various fluorescent light fixtures (4', 8' tubes, compact lights, ballasts).

In order to manage the Landfill's Household Hazardous Waste (HHW) Plan, the City solicited bids from qualified contractors to provide hazardous waste disposal services in accordance with applicable state and federal laws for a term of three (3) years. Advertisement for bids was published in The Sheridan Press on August 17th and August 24th, due on August 26th at 12:00p.m.; and extended by Addendum #1 to September 4th at 12:00 p.m.

Sealed bids were opened on Friday, September 4th at 12:00 p.m. in City Council Chambers with the following results:

Contractors	Bid Amount
Veolia ES Technical Solutions, LLC *Henderson, CO*	$95,603.00
Clean Harbors Environmental Services *Denver, CO*	$126,506.00

The bid totals shown for comparison reflect the cost for the full three year term of the contract. Annual costs closely resemble approximately ? of the amounts bid.

Staff is recommending a bid award to Veolia ES Technical Solutions, LLC as the lowest responsive, responsible bidder meeting the required minimum bid specifications.

Funding:

Funding for these services is established within the Solid Waste Landfill annual budget. Continuation of the contract for each year is contingent upon City Council's approval for funding within the annual budget. The FY 21 budget for these services has been approved as follows:

- 52.6340.4652.0000 - Professional Services - $60,000.00

Attachments

Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services Agreement (Agreement) is made and effective this _____ day of _____, 2020, by and between the City of Sheridan (City), and Veolia ES Technical Solutions, LLC (Contractor). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Article 1. WORK

Provide all manpower, equipment and material to include the remediation, collection, storage, handling, packaging, documentation, transportation, transfer, and disposal of hazardous wastes obtained from three separate sources:

a. Abandoned hazardous waste discovered in the public right-of-way that is collected and transported to the HHW Facility by City personnel and stored until retrieved by the contractor for proper disposal;

b. Hazardous waste generated through daily operations by the Solid Waste Division;

c. Household Hazardous Waste collected from residential customers and Conditionally Exempt Small Quantity Generators (CESQG) as described under federal and State of Wyoming regulations pertaining to CESQG exemptions.

Article 2. CONTRACT TIME

Contractor shall begin disposal operations within thirty (30) calendar days after receiving notice from the City of the need for a scheduled pickup. Work shall proceed in a reasonable manner and be completed within five (5) calendar days of mobilization to the site. Time extensions may be granted in writing for weather delays, equipment failure, etc. at the discretion of the City.

Article 3. CONTRACT PRICE

The City shall pay the contractor for the Work and services provided, in accordance with the Agreement. Invoices shall be based upon services rendered through the end of the month, and must be submitted within 30 days. The total price may vary due to the actual quantities of HHW being shipped out.

Article 4. PAYMENT PROCEDURES

Contractor shall weigh each truckload leaving the landfill at the City's certified scale house. Contractor shall invoice the City, for each load, the unit price bid for the weight of the various collected materials.

Article 5. INSURANCE REQUIREMENTS

Contractor shall provide insurance certificates if requested by the OWNER. Insurance coverage shall be at a minimum:

1. Workmen's Compensation - Statutory

2. Employer's Liability - $1,000,000 on contracts not requiring umbrella coverage

3. Comprehensive General Liability

General Aggregate	$1,000,000
Products-Completed Operations Aggregate	$1,000,000
Personal Injury & Advertising Injury	$ 500,000
Each Occurrence	$ 500,000
Fire Damage Limit	$ 50,000
Premises Medical Expense	$ 5,000

4. Automobile Liability: Combined single limit $1,000,000

Article 6. CONTRACTOR'S REPRESENTATIONS

Contractor makes the following representations:

6.1 Contractor has familiarized itself, to the extent readily apparent from visual inspection, with the nature and extent of the Agreement, work, site, locality, and local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

6.2 Contractor has reviewed and checked all information and data as given to Contractor by City, and as shown or indicated in the Agreement, with respect to existing Underground Facilities at or contiguous to the site.

6.3 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies, with the terms and conditions of the Agreement.

Article 7. CONTRACT DOCUMENTS

Those items which together comprise the agreement between the City and the Contractor concerning the Work, consists of the following:

7.1 Contract for Professional Services

7.2 Bid Form

7.3 Any Modification, including Change Orders, duly delivered after execution of Contract Agreement

There are no other agreements, other than those listed above, in this Article 7. This agreement may only be amended or modified by mutual written agreement between the City and the Contractor.

Article 8. MISCELLANEOUS

8.1 No assignment by any party hereto of any rights under, or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

8.2 The City and the Contractor acknowledge they are entering into a binding agreement, whereas, both parties, successors, assigns, and legal representatives are bound to all covenants, agreements, and obligations contained in the Agreement.

8.3 The Contractor does not waive its sovereign immunity by entering into this Agreement, and specifically retains all immunities and defenses available to it as a sovereign pursuant to W.S. 1-39-104(a) and all other state laws.

8.4 Pursuant to the laws of the State of Wyoming, reference is hereby made to W.S. 15-1-113 which is made a part of this Agreement.

8.5 Resident Wyoming labor, workmen and mechanics shall be used upon work for the erection, construction, alteration or repair of any public building or other public structure or for making any addition thereto or for any public work or improvement, except other labors may be used when Wyoming labors may not be available for the employment from within the State or are not qualified to perform the work involved.

8.6 Wyoming materials and products of equal quality and desirability shall have preference over materials and products produced outside the State of Wyoming.

Article 9. OTHER PROVISIONS

9.1 Work Schedule: Contractor's work hours shall be limited to the operating hours of the facility, which are Monday through Saturday, 7:30 AM to 5:30 PM.

9.2 Work Area: Contractor shall limit operations to the area immediately adjacent to the HHW area. Work operations shall not encroach on normal landfill operations and shall be provided an adequate safety buffer for the users and workers at the landfill.

9.3 Sanitary Facilities: Potable water and toilet facilities are available at the Landfill office.

9.4 All work shall be coordinated with the facility Superintendent, Charles Martineau (307) 674-8461.

9.5 Upon completion of the work, this Agreement may be extended to a month to month agreement upon the mutual consent of the City and Contractor.

9.6 Environmental Provisions: When the Work involves the transportation and disposal of hazardous waste, the following environmental provisions shall also apply:

A. DEFINITIONS The following terms used in this Agreement shall have the meanings set forth below:

i. "Profile Sheet" means a standard Waste Profile Sheet executed by CITY.

ii. "Services" or “Work” means analytical, collection, management, treatment, remediation, transportation, disposal and recycling services and such other services which Contractor may perform from time to time with respect to CITY’s waste materials.

iii. “Waste Materials” shall mean any chemical, substance or material designated or regulated as a “hazardous material,” “hazardous waste,” “toxic substance” or any similar designation (including petroleum products) by any national, federal, state, provincial, or local government (including any agency, authority, department, instrumentality or other subdivision of the foregoing) having or asserting environmental regulatory jurisdiction with respect to the substance or material generated pursuant to 40 CFR 260.10.

B. CITY warrants that Waste Materials in the Profile Sheet will contain a true and correct description of CITY’s Waste Material and that such Waste Material will conform to this description. If the Waste Material does not conform to the descriptions in the Profile Sheet (“Non-conforming Waste”), CONTRACTOR can, at its option, return the Waste Materials to CITY or require CITY to remove and dispose of the Non-conforming Waste at CITY’s expense, and reimburse CONTRACTOR for any expenses it may have incurred. In the event CONTRACTOR performs services on premises owned or controlled by CITY, CITY will provide CONTRACTOR with a safe

workplace, and if CONTRACTOR requests that work areas be secured, CITY will be solely responsible for securing such work areas and for preventing anyone other than the designated personnel from entering the designated work areas.

C. Neither party shall be liable to the other for consequential damages, including loss of use or lost profits. Notwithstanding anything to the contrary in this Agreement, Contractor's aggregate liability arising out of services provided hereunder, other than transportation services provided by Contractor or storage, treatment and/or disposal services provided by Contractor at Contractor's locations, shall not exceed the greater of the aggregate fees paid in any calendar year hereunder or one million dollars ($1,000,000).

D. Each Party assumes full responsibility for any claims, suits, accidents, injuries (including death) or damages to the person or property of any third party resulting from its own negligent acts, errors, omissions or reckless acts or those of any of its employees, representatives, contractors, consultants and agents, and, to the extent of a Party's proportionate responsibility therefore, will indemnify, defend and save harmless the other Party, its employees, representatives, contractors, consultants and agents from any costs, liabilities or expenses arising out of such negligent acts, errors, omissions or reckless acts.

Article 10. COUNTERPARTS AND FACSIMILE SIGNATURES

This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party, it being understood that all parties need not sign the same counterpart. This Agreement may be executed by facsimile signatures.

CITY OF SHERIDAN

Roger Miller, Mayor

Attest:

City Clerk, Cecilia Good

CONTRACTOR

BY:

Address for giving notices:

City of Sheridan

Solid Waste Division

P.O. Box 848

Sheridan, WY 82801

Address for giving notices:

_____

_____

_____

_____

License No._____

(If the CONTRACTOR is a corporation, attach evidence of authority to sign)

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:	Discussion of Wendel and Loretta Cayton Pre-Annexation Agreement for Sewer Service to 42 E. Ridge Road - Utilities Director Dan Roberts
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	
Date:	09/21/2020

Recommendation:

Staff recommends that City Council approve and authorize the Mayor to sign the attached Pre-Annexation Agreement between Wendel and Loretta Cayton, and the City of Sheridan, to serve as authorization for Wendel and Loretta Cayton to tie into the City of Sheridan's sewer system to serve lands outside the City limits located at 42 E. Ridge Road.

Background:

The proposed property is located on the West side of Eastridge Road, between Kroe Lane and East 5th Street. The property is contiguous to the City. The landowners, Wendel and Loretta Cayton desire to be served from the City of Sheridan through the City's sewer system located along the West side of Eastridge Road (see attached map). The property is within the planned Urban Services Area boundary which means it is intended to receive City services at some point in the future. As such, this property should receive sewer service from the City of Sheridan.

Resolution 73-07 establishes policy and requirements that must be met before the City Council can authorize the extension of Sheridan's water and/or sewer system to serve lands outside the city limits. Staff has confirmed the requirements are satisfied by this application which are listed as follows:

1. Land is within the Urban Services Area.
2. The water and/or sewer service extensions appear to be economically feasible.
3. The property to be served can be made to conform to City ordinances related to subdivisions and construction of Improvements.
4. The property to be served can be reasonably expected to be annexed within the foreseeable future and provided with other basic services available to City residents.
5. The water and/or sewer service extensions will promote orderly growth and welfare to the City.
6. The landowner will obtain the required permits from the City prior to proceeding with construction.
7. The property to be served is not currently served by City water, or sewer system.

In accordance with Resolution 73-07, City Council may authorize the extension of the City's water or sewer system to serve lands outside the city limits provided the landowner signs a Pre-Annexation Agreement and that agreement is filed at the courthouse to run with the land. The property at 42 E. Ridge Road is outside the city limits; therefore, a prepared Pre-Annexation Agreement is being presented for City Council consideration.

Attachments

Map for 42 E. Ridge Road
Pre-Annexation Agreement


42 Eastridge Rd
Shaded area (City Limits)
East Ridge Rd (Cnty Rd 139)
East Ridge Rd (Cnty Rd 139)
KROE Ln
KROE LN
EAST RIDGE RD
PRIVATE
15 GABLE WAY
9 GABLE WAY
1707
7 GABLE WAY
1757 KROE LN
1757
1649
36 EAST RIDGE RD
36
40
40 EAST RIDGE RD
42
1901
1901 KROE LN
1738 KROE LN
1738
1716
1618
1814 KROE LN
1814
1952
51 EAST RIDGE RD
1-A
1-B
1-C
1-D
1-E
1-F
1-G
1-H
1-I
1-J
72
72 EAST RIDGE RD BLD 2 UNIT I
2-I
2-H
2-G
2-F
2-E
2-D
2-C
2-B
2-A
74
74 EAST RIDGE RD
MH

PRE-ANNEXATION AGREEMENT AND PETITION

This Pre-Annexation Agreement and Petition, hereinafter referred to as AGREEMENT, made this _____ day of _____, 20____, by and between Wendel and Loretta Cayton, and their heirs, successors in interests and assigns, hereinafter referred to as LANDOWNER, and the City of Sheridan, Wyoming, a municipal corporation and City of the First Class, hereinafter referred to as CITY.

WHEREAS, the LANDOWNER is the record owner of property known as 42 E. Ridge Road and is described as follows: See Exhibit "A" attached hereto and incorporated herein

This tract of land, or any smaller part or parcel which may be conveyed as a separate tract, whether or not subdivided, shall hereinafter be referred to as the LAND.

WHEREAS, the LAND is currently contiguous to the CITY; and

WHEREAS, the LANDOWNER desires to receive certain CITY services in exchange for a commitment to annex, at the direction of the CITY; and

NOW, THEREFORE, the parties above named have decided to set forth all of their agreements concerning the annexation of the property as follows:

1. The parties acknowledge that the LAND is currently contiguous to the City limits of the CITY and is within the natural growth area of the CITY. The LANDOWNER agrees and covenants for himself and his heirs, assigns and successors in interest to take all remaining actions at any time, and at the sole discretion of the CITY, to comply with State annexation law and to complete the annexation of the LAND into the CITY. The LANDOWNER, or any successor in interest, shall incorporate this requirement to annex into the CITY on each and every deed for any parcel of land existing or created within the LAND. The LANDOWNER shall adhere to the **City Comprehensive Plan**, appropriate restrictions pertaining thereto, and the **2001 City of Sheridan Traffic Study,** and all amendments thereto. All lands existent at the time of this AGREEMENT, if subdivided and approved by Sheridan County, along with any agreements, covenants, restrictions or zones, shall be submitted to the City Council for approval prior to the recording of the subdivision plat or a sale of any parcel. A commitment or restriction shall be included in every deed or land sale contract executed by the LANDOWNER, whether or not presently platted or subdivided, subsequent to the date of approval of this AGREEMENT, noting that the parcel "shall annex to the CITY without protest, at the discretion and direction of the Sheridan City Council". The commitment to annex shall be recorded as part of each deed and is a covenant running with the property known as the LAND, enforceable by the CITY.

2. This AGREEMENT does not relieve the LANDOWNER, or any successor in interest, from any requirements of the City of Sheridan Subdivision Regulations, when the LAND is further subdivided, and that the subdivision shall be in accordance with all relevant CITY ordinances and other regulations in effect at this time.

3. The LANDOWNER shall construct any and all new buildings or structures on the property in complete conformity with the current building codes and all other codes, as adopted by the City of Sheridan, and the LANDOWNER shall certify such compliance to the Building Official of the City of Sheridan.

4. Upon annexation to the CITY, the CITY shall provide municipal services on the same level as provided to other areas of the CITY, according to state statutes and local ordinances.

5. The parties acknowledge that all CITY utilities and services are required to service lands annexed to the CITY. The parties further acknowledge that this AGREEMENT is a petition to create a local improvement district, as specified in §15-6-203 W.S., 1977, and therefore, constitutes a waiver of the LANDOWNER's right to file protests and remonstrances, as provided by Wyo. Stat. Ann. §15-6-202(d) and §15-6-203. It is expressly understood that this AGREEMENT obligates the inclusion of the LAND, after annexation, in a district or districts which provide for the installation and construction of the following listed improvements, until all the improvements are constructed in compliance with City ordinances then in effect and accepted by the City Council. The improvements required are as follows:

LANDOWNER shall be required to install, at LANDOWNER'S sole cost, all water infrastructure and sewer infrastructure for the LAND required under City ordinances in effect at the time of such installation for the benefit of the LAND so annexed. LANDOWNER further agrees to pay all costs and fees associated with the annexation and installation (eg., costs of producing required drawings, exhibits, maps, etc.; filing and review fees; and other typical fees charged in similar processes. If a district(s) is formed which includes lands in addition to LANDOWNER'S LAND, then the LANDOWNER shall pay the cost of any infrastructure assessed to the property as part of the local improvement district in addition to any costs described above.

6. The parties further agree to the following specific items: None

7. The LANDOWNER hereby petitions the Sheridan City Council to accept this AGREEMENT as a petition to annex all of the LAND previously described above into the CITY limits of the City of Sheridan. LANDOWNER is the owner of all LAND described above. LANDOWNER and CITY agree that this petition may be filed with the City and/or County Clerk at any time, and at the sole discretion of the CITY.

8. LANDOWNER agrees to sign any other petition or petitions or to take any other action whatsoever to comply with State annexation law as they may be required by the CITY to facilitate the annexation. LANDOWNER further waives any irregularities in the annexation process and specifically waives his right to protest the said annexation. The parties acknowledge that the CITY may choose not to complete the annexation of LANDOWNER's LAND until additional logical and adjacent properties may be annexed simultaneously. LANDOWNER agrees to provide an annexation plat, prepared by a Wyoming registered land surveyor, at his sole cost and expense, upon the request of the CITY. The LANDOWNER specifically agrees and acknowledges that the timing of the annexation is within the sole discretion of the CITY. The CITY may initiate the annexation of the LAND described above at any time and without notice to LANDOWNER.

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

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

11. This AGREEMENT, and every part thereof, shall constitute a covenant running with the LAND described above and may be enforced by the CITY by an action at law or equity.

12. This AGREEMENT shall inure to the benefit of, and be binding upon the parties hereto, their respective heirs, successors in interest and assigns. This AGREEMENT shall bind each and every successor in interest to the LAND or any portion or parcel thereof.

13. This AGREEMENT shall be governed by the laws of the State of Wyoming. The District Court of the Fourth Judicial District in Sheridan County, Wyoming, shall have venue and jurisdiction exclusively for any action in law or equity which may be instituted to enforce the terms of this AGREEMENT.

14. If any legal action is instituted to enforce any of the terms of this AGREEMENT, the unsuccessful party shall pay the successful party's reasonable attorneys' fees and all costs of the action including court costs, expert witness fees and all other actual expenses incurred in the prosecution of the action.

15. If any section, subsection, sentence, clause, phrase or portion of this AGREEMENT is for any reason held invalid or unconstitutional by any Court or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions hereof, which shall remain in full force and effect.

DATED This ____ day of _____, 20____.

LANDOWNER:

_____
Wendel Cayton

_____
Loretta Cayton

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

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

_____
Notary Public
My Commission Expires:

CITY OF SHERIDAN:

_____
Roger Miller, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

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

_____
Notary Public
My Commission Expires:

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:	Discussion of Resolution #44-20 Regarding the Process of Releasing Liens - City Clerk Cecilia Good
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	City Administrator Stuart McRae
Date:	09/28/2020

Recommendation:

Staff recommends that the Mayor and Council approval of Resolution #44-20 regarding the process for releasing liens.

Background:

Lien releases have historically been prepared in the Clerk's Office, with only the Clerk signing the document. In order to implement sound controls on the process, the City Attorney has recommended that liens be brought forward to City Council for consideration prior to finalizing the release.

The two lien types that the Clerk's Office primarily deals with are affordable housing liens and special improvement district liens. The affordable housing liens have all been satisfied and will come to Council for consideration in the near future. The special improvement district liens are satisfied when the owner of the property has paid off their assessed fees.

Attachments

Lien Release
Resolution #44-20

P.O. BOX 848
55 E. GRINNELL
SHERIDAN, WY 82801

City of Sheridan

Ph. (307) 674-6483
FAX: (307) 674-7289

"GATEWAY TO THE BIG HORNS"

June 27, 2007

PAVING ASSESSMENT LIEN

The City of Sheridan, Wyoming is claiming a lien created by Section 15-6-406, Wyoming Statutes, 2005 on the property described as; LOTS 47 - 49 of the WYOMING MUTUAL INVESTMENT CO 2ND ADN (W14) owned by ANDERSON, JOHN E & LORRIE S, in the amount of $29,967.01, plus interest and penalty, if applicable.

Special Improvement District #77 was created by Ordinance 2008 adopted on January 8, 2007 and the Assessment Roll was confirmed by Ordinance 2013 adopted on May 7, 2007. Notice of the assessment due was sent to the last known owner, ANDERSON, JOHN E & LORRIE S, PO BOX 414, RANCHESTER, WY 82839.

Arthur W. Elkins
City Clerk-Treasurer

The foregoing instrument was acknowledged before me by Arthur W. Elkins, Clerk-Treasurer of the City of Sheridan, Wyoming this 27th day of June, 2007.

JACKIE L. ROUSH - NOTARY PUBLIC
County of Sheridan State of Wyoming
My Commission Expires Sept. 30, 2010

Jackie L Roush
Notary Public

My Commission Expires: Sept. 30, 2010

SHERIDAN WYO The WEST AT ITS BEST

ANDERSON, JOHN E & LORRIE S - SID #77 LOTS 47 - 49 WYOMING MUTUAL INVESTMENT CO 2ND ADN (W14)

77.1083 Sproutz Holdings, LLC
1205 Broadway Street

Sheridan WY 82801

District: SID # 77
Location: Sub: WMIC Blk: Lot: 47-49
Parcel ID:
Phone:

Legal Description:

		Principal	Interest	Late Fee	Other/ Unapplied	Balance
Prior	05/08/2020	.00	.00	.00	.00	.00
Current	05/08/2021	.00	.00	.00	.00	.00
Current Unbilled		.00	.00	.00	.00	.00
Future	05/09/2021	.00	.00	.00	.00	.00
Total		.00	.00	.00	.00	.00

Total Payoff Balance as of 05/08/2021: .00

Paid in Full 9/3/2020
B. Conda

Receipt

Receipt #: 00044003
Transaction #: 52862
Operator: CS
Cash Drawer: 04

Date: 09/03/2020 Time: 04:26 PM

Items

Code	Amount	Tax	Sub Total
02194	$9,989.01	0	9,989.01
02208	$1,468.38	0	1,468.38

Payments

Code	Ref#	Sub Total
CHECK	5707	9,989.01
CHECK	5707	1,468.38

Totals

Item Total:	11,457.39
Payment Total: —	11,457.39
Change:	0.00

Customer Information:
Sprouted Almonds, LLC
sid 77.1083-9/3/2020-brv

Thank You!

1205 Broadway
WMIC
Lot 4749

RECEIVED
SEP 8 2020
CITY OF SHERIDAN

RESOLUTION XX-20

A RESOLUTION ESTABLISHING A PROCESS FOR THE RELEASE OF LIENS, MORTGAGES, AND OTHER ENCUMBRANCES.

WHEREAS, the City Governing Body wishes to establish a procedure for the release of liens, mortgages, and other encumbrances; and

WHEREAS, and City Governing Body should have oversight in the release of the aforementioned items;

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

(1) The release, amendment or subordination of any lien, mortgage or any other encumbrance of title shall be approved by the Governing Body.

(2) This resolution shall not affect or control any lien, mortgage or other encumbrance which is released, amended or subordinated by any Court, action of law or specifically required by Wyoming Statute.

(3) This resolution shall not be controlling for any Joint Powers Board.

(4) The Governing Body may temporarily delegate the authority to release, amend or subordinate liens, mortgages or any other encumbrance by resolution or contract.

(5) The release, amendment or subordination of any lien, mortgage or any other encumbrance of title shall be signed by the Mayor, attested by the City Clerk, notarized, and recorded by the County Clerk and Recorder.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2020.

City of Sheridan

_____
Roger Miller, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name: Hidden Bridge Rezone and Plat Discussion - Community Development Director Wade Sanner
From:
To: Mayor and Council
CC:
Date: