



**AGENDA
CITY OF SHERIDAN
OCTOBER 3, 2022
REGULAR COUNCIL MEETING START 7:00 P.M.**

1. Call to Order
2. Pledge of Allegiance
3. Invocation to be given by Karl Heimbuck, First Presbyterian Church
4. Roll Call of Members
5. Consideration of Agenda
6. Community Update
- A. Domestic Violence Month Proclamation - Executive Director Yvonne Swanson
7. Comments from the Public
8. Public Hearings
 - A. Public Hearing for PL-22-29, Resolution 45-22, The Headquarters. Subdivide 48.56 Acres - Community Development Director Wade Sanner
 - i. Consideration of PL-22-29, Resolution 45-22, The Headquarters. Subdivide 48.56 Acres
 - B. Public Hearing for PL-22-31, Resolution 46-22, Bender Subdivision. Subdivide 1.71 Acres - Community Development Director Wade Sanner
 - i. Consideration of PL-22-31, Resolution 46-22, Bender Subdivision. Subdivide 1.71 Acres
 - C. Public Hearing for PL-22-32, Resolution 51-22, Sheridan Motors Subdivision - Community Development Director Wade Sanner
 - i. Consideration of PL-22-32, Resolution 51-22, Sheridan Motors Subdivision
9. Consent Agenda
 - A. Consideration of Final Acceptance of Public Infrastructure for Wilkerson Little Goose No 2
 - B. Consideration of WYDOT Bridge Formula Program Project Agreement to Replace E. Works St. Bridge
 - C. Minutes of Regular Council Meeting September 19th, 2022

- D. Claims
- 10. Staff Update
 - A. Fire Prevention Week - Fire Chief Gary Harnish
 - B. Weed and Pest Update - City Arborist Clark Vanhoosier

OLD BUSINESS

- 11. Consideration of Second Reading of PL-22-30, Ordinance 2254, Cottonwood Rezone - Community Development Director Wade Sanner

NEW BUSINESS

- 12. Consideration of City Property Use Agreement with AXE, LLC - Director of Public Works Hanns Mercer
- 13. Consideration of Resolution 47-22; Submission of the Wyoming Outdoor Recreation Grant (WORG) Application for the Black Tooth Park All-Inclusive Playground Equipment in the Amount of \$500,000 - Director of Public Works Hanns Mercer
- 14. Consideration of Amendment #2 to the Contract between the City of Sheridan and Interstate Engineering for the Design of Kendrick Pool in the Amount of \$547,000 - Director of Public Works Hanns Mercer
- 15. Consideration of Resolution 54-22, a Grant Application to the National Historical Publications & Records Commission for Cemetery Historical Data Preservation Project (ARCHIVAL-202210) - City Clerk Cecilia Good
- 16. Consideration of Resolution 55-22 a Grant Application to the National Historical Publications & Records Commission for the Cemetery Historical Data Preservation Project (Engagement -202210) - City Clerk Cecilia Good
- 17. Council Comments and Requests for Future Agenda Items
- 18. Executive Session per Wyoming State Statute 16-4-405 (vii) To consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price.
- 19. Executive Session per Wyoming State Statute 16-4-405 (ii) To consider the appointment, employment, right to practice or dismissal of a public officer, professional person or employee.
- 20. Adjournment



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: Domestic Violence Month Proclamation - Executive Director Yvonne Swanson

From:

To: Mayor and Council

CC:

Date:

Attachments

Domestic Violence Proclamation

Domestic Violence Awareness Month
October 2022
Proclamation

WHEREAS, in just one year, in Sheridan, Wyoming the Advocacy & Resource Center served approximately 250 individuals of domestic violence; and

WHEREAS, the Advocacy & Resource Center received 708 hotline calls; and

WHEREAS, 17 victims and 14 children required 188 nights in a safe shelter in Sheridan during the same time period; and

WHEREAS, the impact of domestic violence is wide ranging, directly affecting individuals and society as a whole, here in this community, throughout the United States and the world, and

WHEREAS, Sheridan joins with others across Wyoming and the nation in supporting victims of domestic violence, as well as local programs, state coalitions, national organizations, and other agencies nationwide who are committed to increasing public awareness of domestic violence and sending a clear message to abusers that domestic violence is not tolerated in Sheridan; and

WHEREAS, this personal pledge demonstrates how we each can be part of the solution by pledging to never commit, condone or remain silent about violence.

NOW, THEREFORE, the Mayor and City Council of Sheridan express its commitment to eliminating domestic violence from society by acknowledging that we each have a part in ending violence in our homes, work and community, and by designating the month of October as National Domestic Violence Awareness Month in perpetuity.

For these significant reasons, I, Richard Bridger, Mayor of Sheridan, Wyoming, do hereby proclaim the month of October as

"DOMESTIC VIOLENCE AWARENESS MONTH"

and I urge all citizens of Sheridan, Wyoming to recognize domestic violence as a critical issue and that we are all part of the solution. In the City of Sheridan, in recognition of the important work done by survivors, and advocates, I urge all citizens to actively participate in the scheduled activities and programs sponsored by the Advocacy & Resource Center and other community organizations to work toward the elimination of intimate partner violence.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sheridan Wyoming to be affixed this 3rd day of October, 2022.


Richard Bridger
Mayor, City of Sheridan





CITY OF SHERIDAN, WYOMING

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

Planning

MEMORANDUM

Project Name: Public Hearing for PL-22-29, Resolution 45-22, The Headquarters. Subdivide 48.56 Acres - Community Development Director Wade Sanner
From: Wade Sanner, Community Development Director
To: Mayor and Council
CC:
Date: 10/03/2022

Recommendation:

Public Hearing for PL-22-29, Resolution 45-22, The Headquarters. The applicant, John E. Rice & Sons, Inc. is requesting to subdivide 48.56 acres into 2 tracts, zoned Gateway District. Located at 3200 N. Main St. (PIN 56841520000102).

Background:

The applicant, John E. Rice & Sons, Inc., is requesting to subdivide 48.56 acres of unplatted land into 2 tracts on the property located at 3200 North Main Street (PIN 56841520000102).

The property is located at the southwest corner of Real Bird Way and North Main Street. The property is zoned Gateway District and part of the Wrench Ranch Master Plan. The property is unplatted land and vacant. Access to the property is accessed via Russel Drive to the south, Real Bird Way to the east, and North Main Street to the north.

PROPOSED LOTS

The applicant is proposing a 2 lot subdivision. Tract 1 is proposed to be 33.56 acres and Tract 2 is proposed to be 15.00 acres. The proposed subdivision will be "holder" lots for future development and subdivision of the land.

EASEMENTS

The applicant is proposing the following easements:

Tract 1: The applicant is proposing a 15-foot building setback and general utility easement to run along the perimeter of the property.

Tract 2: The applicant is proposing a 15-foot building setback and general utility easement along the perimeter of the property.

NOTICES

As part of the request to subdivide this property, staff sent notices to the 8 property owners within 300 feet, placed a legal notice in the newspaper, and posted a sign on the property. Staff have received no comments or inquiries regarding this application.

PLANNING COMMISSION

The Planning Commission sent a unanimous positive recommendation to the City Council on September 26, 2020. No public spoke at the public hearing.

Discussion:

Prior to approving the final plat, the City Council will need to make the following findings per Sheridan City Code Appendix B §202. Staff offers the following comments on the 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 proposed subdivision conforms to the Zoning Ordinance.

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

This proposed subdivision is outside the Airport Influence Area.

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

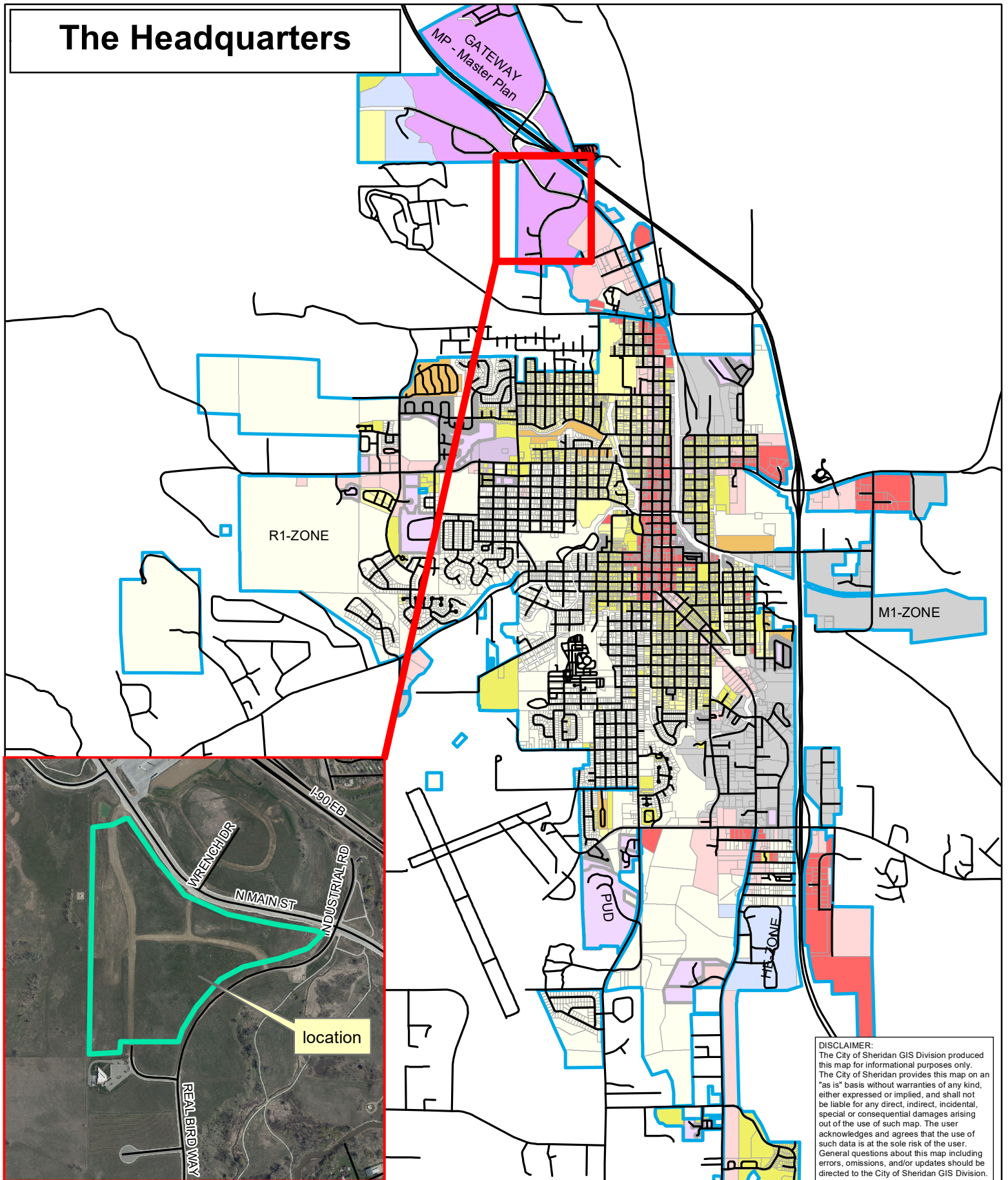
Water and sewer lines already exist in the Russell Drive, Real Bird Way, and North Main Street rights-of-way. Future water and sewer connections will tap in to these lines.

Staff has no further comments at this time.

Attachments

Aerial
Subdivision Plat
Resolution 45-22

The Headquarters



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.

Legend	
— Roads	B2 - Business District
□ City of Sheridan Boundary	M1 - Industrial District
□ R1 - Residence District	MA - Medical Arts District
□ R2 - Residence District	HE - Higher Education District
□ R3 - Residence District	RUCA - Restricted Use Control Area
□ R4 - Residence District	PUD - Planned Unit Development
□ B1 - Business District	GATEWAY - Gateway District



0 0.2 0.4 0.8 Miles

Name: sgoodman

Date: 08/29/2022

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 THE HEADQUARTERS

A TRACT OF LAND LOCATED IN A PART OF THE NW1/4, SECTION 15, TOWNSHIP 56 NORTH, RANGE 84 WEST, SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING and more particularly described as follows:

BEGINNING At A Point Which is Located S 00°21'59" W, 95.02 Feet From The Northwest Corner Of Said Section 15, Said Point Being On The South Right Of Way Of Yellowtail Drive;

Thence With Said South Right Of Way With A Non-integer Curve Turning To The Left With An Arc Length Of 132.83 Feet, A Radius Of 500.00 Feet, A Chord Bearing Of North 66°34'52" East, A Chord Length Of 132.24 Feet To The Intersection Of Yellowtail Drive And North Main Street;

Thence With The South Right Of North Main Street South 34°26'49" East, A Distance Of 700.90 Feet To A Point;

Thence Continuing With Said South Right Of Way North 55°33'11" East, A Distance Of 89.85 Feet To A Point;

Thence Continuing With Said South Right Of Way South 34°26'49" East, A Distance Of 160.88 Feet To A Point;

Thence Continuing With Said South Right Of Way With A Curve Turning To The Left With An Arc Length Of 628.85 Feet, A Radius Of 610.00 Feet, A Chord Bearing Of South 56°11'17" East, A Chord Length Of 613.18 Feet;

Thence Continuing With Said South Right Of Way South 78°55'46" East, A Distance Of 366.89 Feet To A Point;

Thence Continuing With Said South Right Of Way South 11°04'14" West, A Distance Of 30.00 Feet To A Point;

Thence Continuing With Said South Right Of Way South 78°55'46" East, A Distance Of 30.00 Feet To A Point;

Thence Continuing With Said South Right Of Way South 78°55'46" East, A Distance Of 192.49 Feet To A Point;

Thence Continuing With Said South Right Of Way With A Curve Turning To The Right With An Arc Length Of 236.08 Feet, A Radius Of 1910.00 Feet, A Chord Bearing Of South 7°5'23"18" East, A Chord Length Of 235.53 Feet To The Intersection Of The West Right Of Way Of Real Bird Way;

Thence With Said West Right Of Way South 11°04'14" West, A Distance Of 38.14 Feet To A Point;

Thence Continuing With Said West Right Of Way With A Curve Turning To The Right With An Arc Length Of 358.43 Feet, A Radius Of 2700.00 Feet, A Chord Bearing Of South 49°05'04" West, A Chord Length Of 352.68 Feet;

Thence Continuing With Said West Right Of Way With A Reverse Curve Turning To The Left With An Arc Length Of 1287.97 Feet, A Radius Of 1030.00 Feet, A Chord Bearing Of South 51°18'32" West, A Chord Length Of 1205.68 Feet To The Northeast Corner Of Lot 1, Block 3, Wench Ranch Hills-Phase 1;

Thence With The North Line Of Said Lot 1, Block 3 North 71°55'00" East, A Distance Of 183.86 Feet To The North West Corner Of Said Lot 1, Block 3;

Thence With The North Line Of Lot 2, Block 3 Wench Ranch Hills-Phase 1 North 89°39'51" West, A Distance Of 182.31 Feet To The Northwest Corner Of Said Lot 2, Block 3, Also Being On The East Right Of Way Of Russell Drive;

Thence North 89°39'51" West, A Distance Of 60.00 Feet To A Point On The West Right Of Way Of Said Russell Drive;

Thence With Said West Right Of Way South 00°20'09" West, A Distance Of 106.14 Feet To A Point To The Northeast Corner Of Lot 9, Block 2, Wench Ranch Hills-1;

Thence With The North Line Of Said Lot 9, Block 2 WEST A Distance Of 35.65 Feet To The Northwest Corner Of Said Lot 9, Block 2, Also Being On The West Line Of Section 15;

Thence With Said West Line North 00°22'00" East, A Distance Of 2224.45 Feet To The Point Of Beginning, Having An Area Of 48.56 Acres more or less.

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 _____, 2022, 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 _____, 2022.

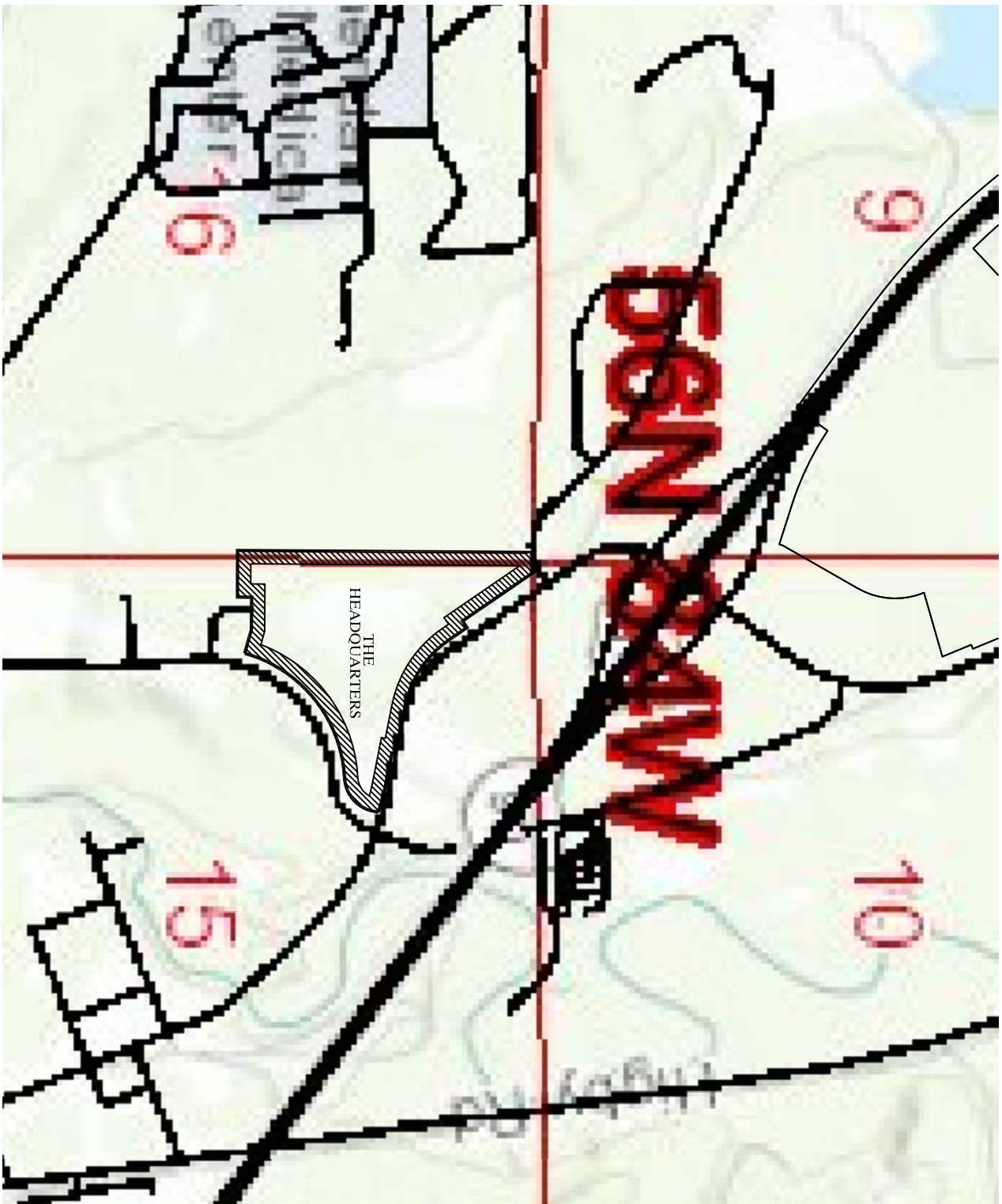
Attest:Vice-Chairman

Chairman

FINAL PLAT

The Headquarters

LOCATED IN A PART OF THE NW1/4 Section 15, Township 56 North, Range 84 West 6 TH. P.M., SHERIDAN COUNTY, WYOMING



LOCATION MAP NTS

AND THAT THIS SUBDIVISION, AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT, IS MADE WITH THESE PRESENTS, AND THAT THE UNDERSIGNED OWNERS OF THE UNDERSIGNED OWNERS (AND PROPRIETORS), 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, EASEMENTS, AND EASEMENTS 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, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREFTER GENERALLY UTILIZED BY THE PUBLIC.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

CITY OF SHERIDAN
CITY COUNCIL OF APPROVAL
Approved by the City Council of the City of Sheridan, Wyoming, this _____ day of _____, 2022.

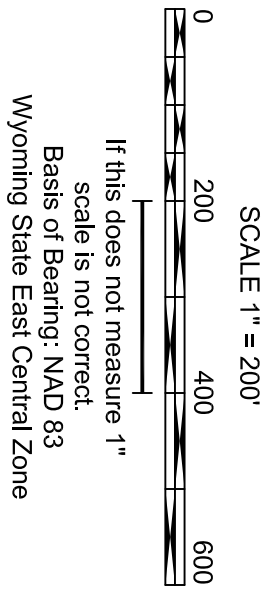
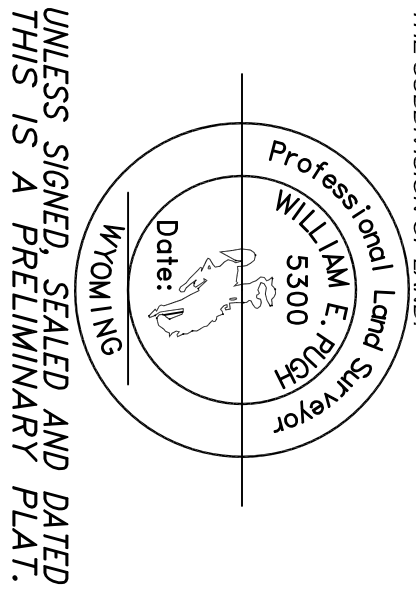
Attest:City Clerk

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 _____, 2022. And is duly recorded in Book _____, Page No. _____.

County Clerk

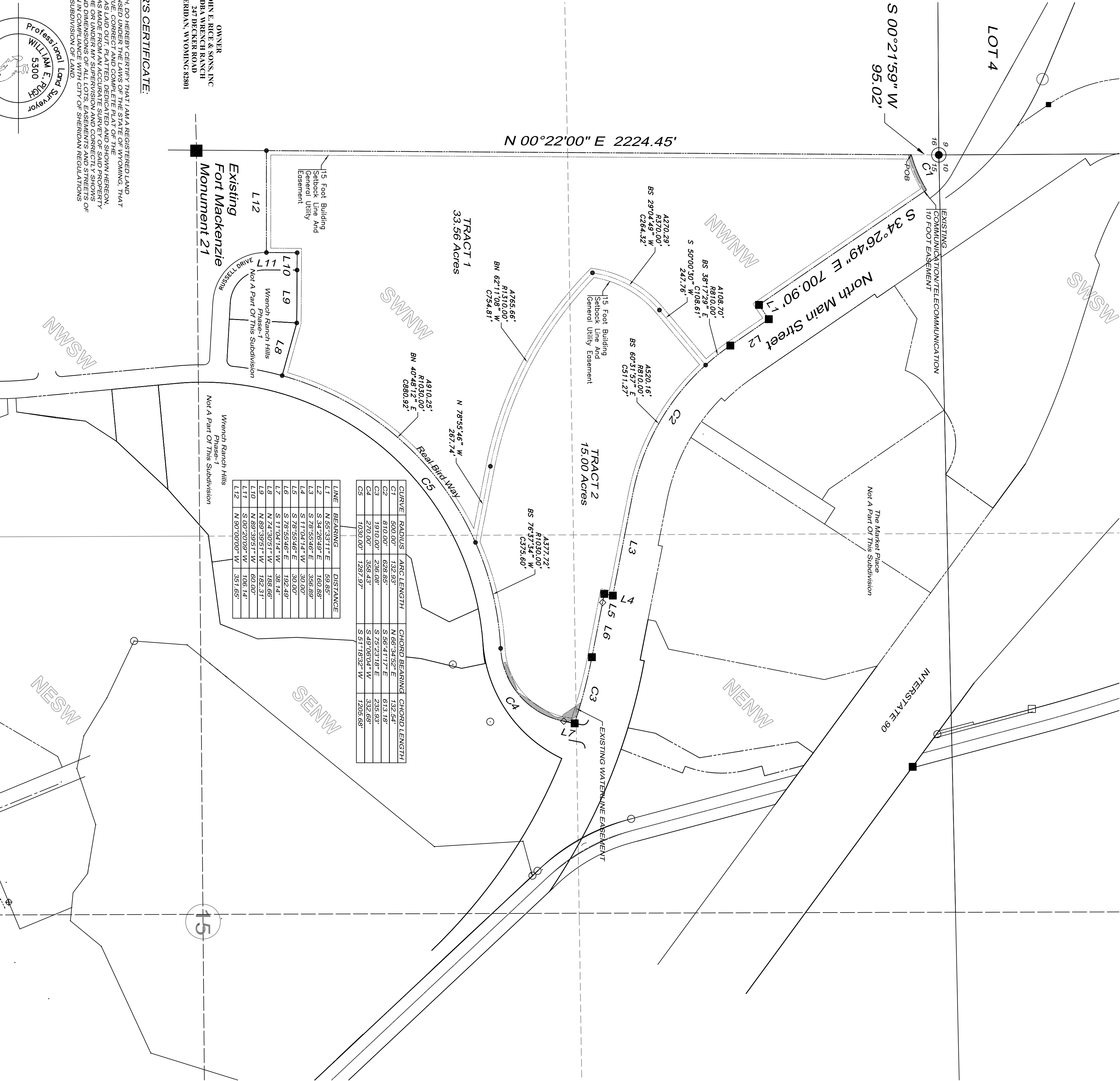


UNLESS SIGNED, SEALED AND DATED THIS IS A PRELIMINARY PLAT.

SURVEYORS 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 WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY, AND THAT THE LOCATION AND DIMENSIONS OF ALL LOTS, EASEMENTS AND STREETS OF SAID SUBDIVISION COMPLY WITH CITY OF SHERIDAN REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

OWNER
JOHN E. RICE & SONS, INC.
DBA WRENCH RANCH
247 DECKER ROAD
SHERIDAN, WYOMING 82801



LINE	BEARING	DISTANCE
L1	N 65°33'11" E	69.85'
L2	S 34°26'49" E	160.88'
L3	S 78°55'46" E	182.49'
L4	S 11°04'14" W	30.00'
L5	S 78°55'46" E	30.00'
L6	S 78°55'46" E	182.49'
L7	N 71°55'00" E	183.86'
L8	N 74°30'51" W	166.66'
L9	N 89°39'51" W	182.31'
L10	N 89°39'51" W	60.00'
L11	N 90°00'00" W	351.65'
L12	N 90°00'00" W	351.65'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	600.00'	132.83'	N 66°34'52" E	132.24'
C2	610.00'	628.85'	S 56°11'17" E	613.18'
C3	1910.00'	236.08'	S 7°5'23"18" E	235.53'
C4	2700.00'	352.68'	S 49°05'04" W	352.68'
C5	1030.00'	1287.97'	S 51°18'32" W	1205.68'

Client:

JOHN E RICE & SONS, INC.
DBA WRENCH RANCH
247 DECKER ROAD
SHERIDAN, WY 82801

Prepared By:

wood.
2615 Aviation Dr. Sheridan, WY 82801
(307) 675-6400 www.woodplc.com

**CITY OF SHERIDAN
RESOLUTION 45-22**

A RESOLUTION approving PL-22-29, the plat of The Headquarters Subdivision, dividing $\pm$ 48.56 acres of unplatted land into 2 tracts. The property is zoned Gateway District, and located at 3200 North Main Street.

WHEREAS, the minor plat of the The Headquarters 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).

Be it resolved by the City Council of the City of Sheridan:

That the minor plat of the The Headquarters Subdivision, dividing $\pm$ 48.56 acres of unplatted land into 2 tracts. The property is zoned Gateway District, located at 3200 North Main Street.

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

- A. The property is already within the corporate limits of the City and requires no further action as pertains to annexation.
- B. The lots as platted conform to the requirements of the City Zoning Ordinance with the exception of the 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 3rd day of October 2022.

Richard Bridger, 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

Planning

MEMORANDUM

Project Name: Public Hearing for PL-22-31, Resolution 46-22, Bender Subdivision. Subdivide 1.71 Acres - Community Development Director Wade Sanner

From: Wade Sanner, Community Development Director

To: Mayor and Council

CC:

Date: 10/03/2022

Recommendation:

Public Hearing for PL-22-31, Resolution 46-22, Bender Subdivision. The applicant, Hartland Enterprises, LLC and Scott Gerber and Ayme Ahrens, are requesting to subdivide 1.71 acres of unplatted land into 7 lots and 3 outlots, zoned R-3 Residence District. Located at 1700 Bender Lane. (PIN 56843530001933).

Background:

The applicants, Hartland Enterprises, LLC and Scott Gerber and Ayme Ahrens, are requesting to subdivide 1.71 acres of unplatted land into 7 lots and 3 outlots, zoned R-3 Residence District. Located at 1700 Bender Lane (PIN 56843530001933).

The property is located west of Sheridan Avenue, just south of Little Goose Creek. The property was recently rezoned from M-1 to R-3. The surrounding properties are large lot single-family homes zoned M-1. The subject property has not been platted.

The applicant is proposing a 10 lot subdivision. The proposed lot sizes are listed below, with an average lot size of 6,863 square feet:

Lot #	Size (Sq. Ft.)		Outlot	Size (Sq. Ft.)
1	6,687		A	11,536
2	5,768		B	7,859
3	6,468		C	6,743
4	6,743			
5	5,894			
6	5,129			
7	5,806			

OUTLOTS

Outlot A is proposed to be the interior "T"-shaped private drive that is accessed via Bender Lane and provides access to lots 1-3 and lots 5-7. Outlots B and C will be designated as open space, with a portion of the Little Goose Creek floodway.

RIGHT-OF-WAY

The applicant is proposing to access the property on Bender Lane, via Sheridan Avenue. Bender Lane runs in a north/south direction. Bender Lane is proposed to terminate to the north approximately 87 feet from Little Goose Creek. Approximately 200 feet north of the bend in Turner Land and Bender Lane, a private road is proposed to intersect and provide access to the site and the property to the west. A second private road intersects to provide north/south access through the site. Portions of Bender Lane's ownership, adjacent to the northeast corner of the property, were called into question by the surrounding property

owners. This was rectified by a quiet title action, filed by the applicant.

The property is accessed via Bender Lane via Sheridan Avenue and Turner Lane. The applicant is proposing a 30-foot T-shaped right-of-way that accesses the southern and central portion of the property. The southern private road will provide access to the property to the west. The applicant is proposing to dedicate the northern portion of Bender Lane, a 40-foot wide public right-of-way dedicated per the proposed plat. In addition to the paved road network, the applicant is also constructing the curb, gutter and sidewalk along Bender Lane.

SETBACK

The property was rezoned from M-1 to R-3 by the City Council on June 20, 2022. Per Appendix A, Section 6(C) of the Sheridan Municipal Code, the following R-3 zone district setbacks apply in the :

1. Front yard. The minimum front yard depth shall be fifteen (15) feet. In the case of a corner lot, the primary front yard shall be the yard in which the principal entrance to the building faces as established per the building permit, and the depth shall be at least fifteen (15) feet.
2. Rear yard. The minimum rear yard depth shall be fifteen (15) feet.
3. Side yard. If the building height is not greater than thirty-five (35) feet, the minimum width of the side yard on each side of the building shall be five (5) feet, except in the case of a common or party wall shared between two single-family attached units. For each additional foot of height where the building exceeds thirty-five (35) feet, each side yard shall be increased one (1) foot in width.

UTILITIES

Utilities are located in the Turner Lane right-of-way to the south, and in the Sheridan Avenue right-of-way to the east. The applicant is proposing to extend utilities up Bender Lane to service the properties from the east. Water and sewer are proposed to be extended into the Outlot A right-of-way.

EASEMENTS

The applicant is proposing the following easements: A 27.5-foot access and utility easement along the eastern portions of Lots 1-3, as well as the western portions of Lots 5-7. This easement will be utilized for sidewalk and on-site parking. A 10-foot utility easement along the western portion of lots 1-3, and the eastern portion of Lots 5-7. A 5-foot utility easement along the northern and southern portions of Lots 1-3 and 5-7. A 2-foot access and utility easement along the southern portion of Lots 1 and 7. A 10-foot by 10-foot fire hydrant easement in the southeast corner of Lot 7.

STORMWATER DETENTION

The applicant is proposing a stormwater detention pond on the southeast corner of Outlot B to accommodate stormwater runoff.

SLOPE

The property has a 10-foot grade change with a 5% slope. The most significant grade change is adjacent to Little Goose Creek, which constitutes the creek bank. Overall, the property is relatively flat with a gentle slope to the north with approximately a 2 to 4-foot grade change.

PRELIMINARY PLAT

The Bender Subdivision preliminary plat was reviewed by the Planning Commission on July 25, 2022. The Planning Commission sent a positive recommendation to the request. However, there were subsequent consultations with staff before the final plat was submitted. Further, the applicant was waiting for the Quiet Title on Bender Lane that needed to be rectified. Once these were rectified, then the final plat continued through the public process.

NOTICES

In addition to posting a sign on the property and notices in the newspaper, staff sent 10 notices to the nearest neighbors. At the time of writing this staff report, no inquiries or objections were received by staff.

PLANNING COMMISSION

The Planning Commission sent a unanimous positive recommendation to the City Council on September 26, 2020. No public spoke at the public hearing.

Discussion:

Prior to approving the final plat, the City Council will need to make the following findings per Sheridan City Code Appendix B §202. Staff offers the following comments on the 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 proposed subdivision conforms to the Zoning Ordinance.

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

This proposed subdivision is outside the Airport Influence Area.

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

Water and sewer lines already exist in the Sheridan right-of-way. Future water and sewer lines will be extended along the Bender Lane right-of-way along the eastern side of the property. Water and sewer lines will also be installed along the private street on the south side of the property, and through the center of the property.

Staff has no further comments at this time.

Attachments

Aerial

Subdivision Plat

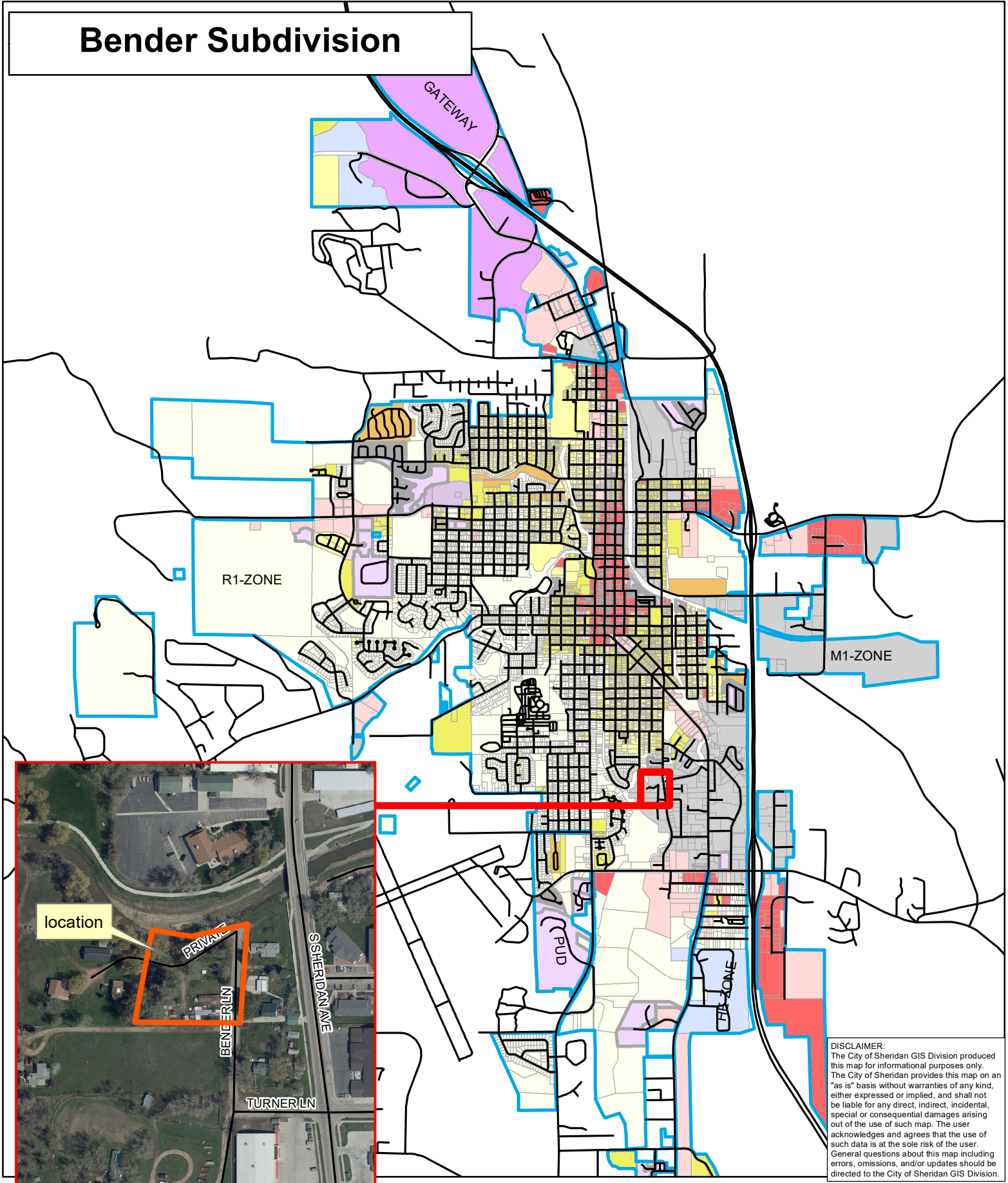
Resolution 46-22

Quiet Title

Development Agreement

Cost Estimate

Bender Subdivision

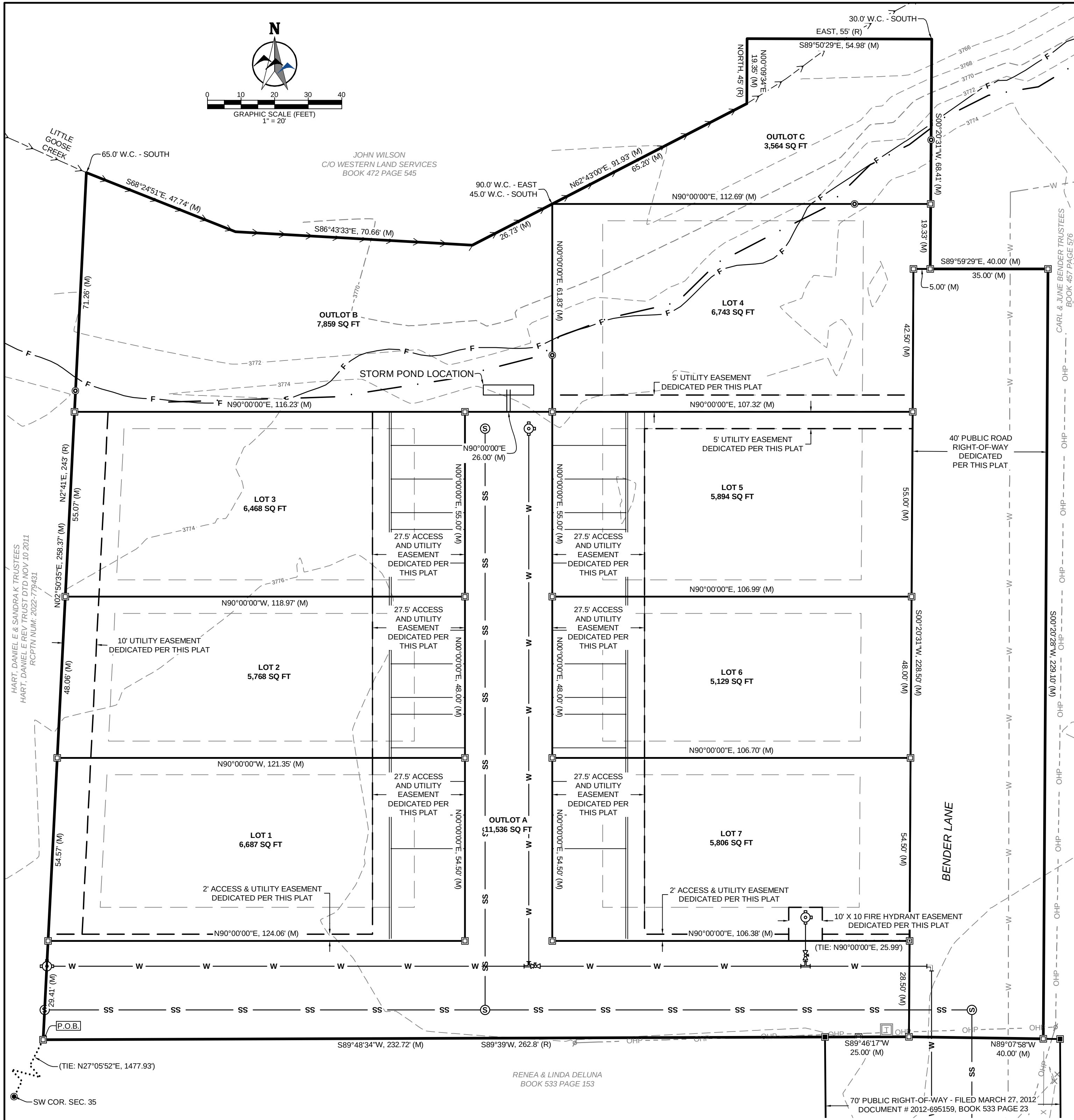


DISCLAIMER:
The City of Sheridan GIS Division produced this map for informational purposes only. The City of Sheridan provides this map on an "as is" basis without warranties of any kind, either expressed or implied, and shall not be liable for any direct, indirect, incidental, special or consequential 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.

Legend	
— Roads	B2 - Business District
City of Sheridan Boundary	M1 - Industrial District
R1 - Residence District	MA - Medical Arts District
R2 - Residence District	HE - Higher Education District
R3 - Residence District	RUCA - Restricted Use Control Area
R4 - Residence District	PUD - Planned Unit Development
B1 - Business District	GATEWAY - Gateway District



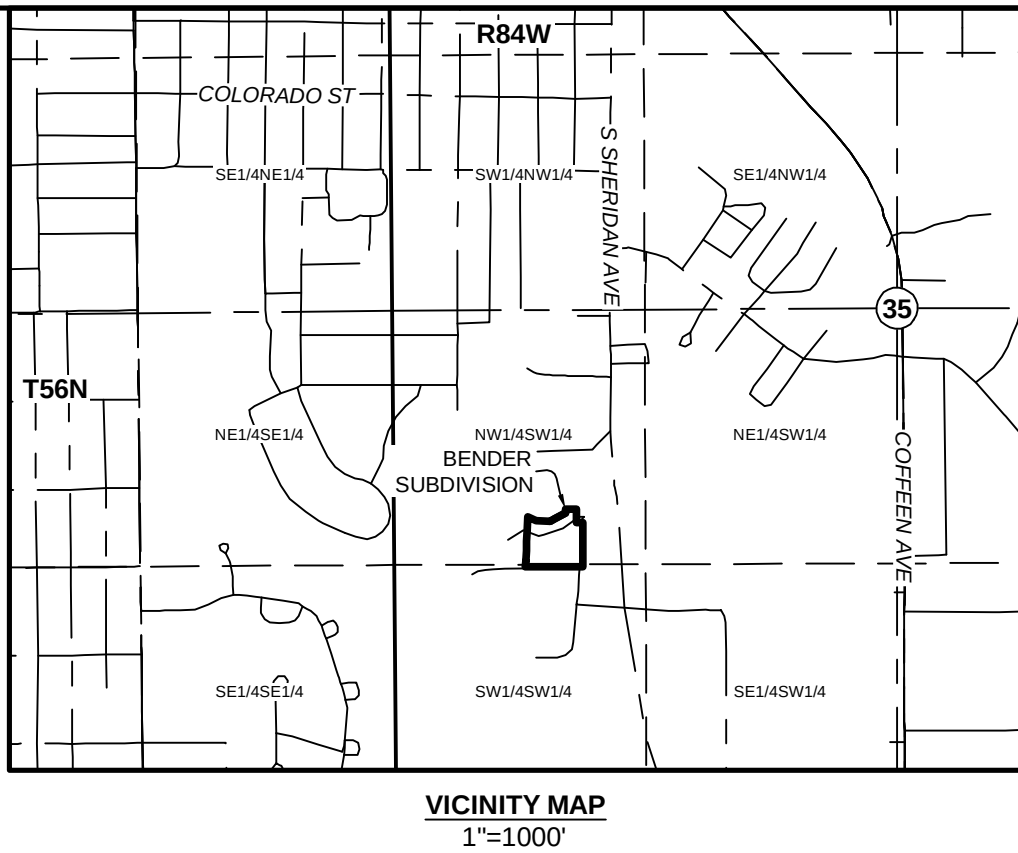
0 0.25 0.5 1 Miles



BENDER SUBDIVISION

WITHIN THE NW1/4SW1/4 OF SECTION 35, T56N, R84W, 6TH P.M.
COUNTY OF SHERIDAN, WYOMING
ZONE: R-3

PREPARED FOR OWNERS: HARTLAND ENTERPRISES, LLC,
SCOTT GERBER, AND Ayme ARHENS
DATE SURVEYED: MAY 2021
PREPARED BY: WWC ENGINEERING
DATE OF PREPARATION: JUNE 2022



LEGAL DESCRIPTION AND PROPERTY OWNERS CERTIFICATE OF DEDICATION

Know all men by these presents that the undersigned Hartland Enterprises, LLC, Scott Gerber, Ayme Arhens, and Carl R. Bender as trustee of Bender Living Trust Dated October 25, 2004, being the owner, proprietor or parties of interest in the land shown on this plat, do hereby certify:
That the foregoing plat designated as Bender is located in the NW1/4SW1/4 of Section 35, Township 56 North, Range 84 West of the 6th Principal Meridian, Sheridan County Wyoming, more particularly described as follows:
A tract of land in the NW1/4SW1/4 of Section 35, Township 56 North, Range 84 West of the 6th Principal Meridian, Sheridan County Wyoming, more particularly described as follows:
Beginning at a point which bears N27°05'52"E, 1477.93 feet from the southwest corner of said Section 35.
Thence N02°50'35"E, 258.37 feet; thence S88°24'51"E, 47.74 feet; thence S88°43'33"E, 70.66 feet; thence N62°43'00"E, 91.93 feet; thence N03°09'34"E, 19.35 feet; S89°50'25"W, 54.98 feet; thence S02°27'31"W, 68.43 feet; thence S89°52'27"E, 35.00 feet; thence S00°02'25"W, 229.10 feet; thence N89°10'58"W, 40.00 feet; thence S89°48'17"W, 25.00 feet; thence S89°48'54"E, 220.71 feet to the point of beginning.
Containing 1.71 acres more or less.

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

Utility easements, as designated on this plat, are hereby dedicated to the City of Sheridan and its licensees for public use for the purpose of installing, repairing, reinstalling, replacing and maintaining sewers, 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.

Drainage easements, as designated on this plat, are hereby dedicated to the City of Sheridan and its licensees for public use, to accommodate the flow or storage of storm waters and shall be kept free of all structures or other impediments not related to drainage.

CERTIFICATE OF CITY OF SHERIDAN PLANNING COMMISSION

Reviewed by this City of Sheridan Planning Commissioners this _____ day of _____, 20____.

Attest:

Vice-Chairman

Chairman

CERTIFICATE OF CITY COUNCIL OF SHERIDAN

Approved by the City Council of the City of Sheridan, Wyoming, this _____ day of _____, 20____.

Attest:

City Clerk

Mayor

CERTIFICATE OF SHERIDAN COUNTY CLERK

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS

This plat was filed for record in the Office of the Clerk and Recorder at _____ o'clock this _____ day of _____, 20____, and is duly recorded in Book _____ Page No. _____ (or as Plat No. _____)

County Clerk

HOMESTEAD EXEMPTION

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 _____, 20____.

by _____

CERTIFICATE OF SURVEYOR

I, Paul A. Heinze, 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 Bender Subdivision, 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. _____

STATE OF WYOMING)

COUNTY OF NATRONA) SS

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

BASIS OF BEARING
WYOMING STATE PLANE COORDINATE SYSTEM
EAST CENTRAL ZONE
DISTANCES ARE U.S. SURVEY FEET, GRID
VERTICAL DATUM
NAVD88 GEOID 18

LEGEND

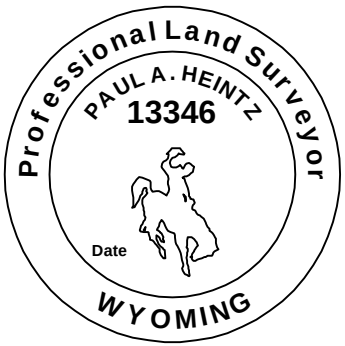
- RECOVERED ALUMINUM CAP
- BRASS CAP
- SET W.C. = WITNESS CORNER
- SET REBAR WITH ALUMINUM CAP PLS #13346
- MEASURED DISTANCE
- RECORD DISTANCE PER CERTIFICATE OF TITLE
- SUBDIVISION BOUNDARY
- LOT LINE
- PROPOSED EASEMENT
- SETBACK BOUNDARY
- APPROXIMATE CREEK CENTERLINE
- SPECIAL FLOOD HAZARD AREA
- NUMBER 5603C0762E PANEL 0762E
- EFFECTIVE DATE 1/16/2014
- APPROXIMATE LITTLE GOOSE CREEK SOUTH BANK
- PROPOSED WATER PIPE
- PROPOSED SANITARY PIPE
- PROPOSED SANITARY MANHOLE
- PROPOSED WATER VALVE
- EXISTING OVERHEAD POWER
- EXISTING WATER PIPE

REGULATORY NOTES

- 1.) BUILDING SETBACK ARE AS FOLLOWS
-FRONT YARD SETBACK = 15'
-REAR YARD SETBACK = 15'
-SIDE YARD SETBACK = 5'
- 2.) MAXIMUM BUILDING HEIGHT 35'
- 3.) PUBLIC OPEN SPACE REQUIREMENTS OF 17% OF SUBDIVISION AREA FOR R-3 RESIDENTIAL DISTRICT IS SHOWN ABOVE. MINIMUM AREA = 10,388 SQ FT. AREA DEDICATED = 11,423 SQ FT. PROPOSED DEVELOPMENT AND MAINTENANCE OF ANY PRIVATE OPEN SPACES WILL BE REGULATED BY A HOA AGREEMENT.
- 4.) ALL ADJACENT PROPERTIES ARE ZONED M-1 INDUSTRIAL DISTRICT.
- 5.) OUTLOT A IS A PRIVATE ROAD THAT GRANTS PUBLIC ACCESS TO PARCELS CONTAINED WITHIN SUBDIVISION AND PARCEL DESCRIBED IN BOOK 470 PAGE 103. OUTLOT A IS ALSO UTILITY AND DRAINAGE EASEMENT AND SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION (HOA).
- 6.) OUTLOTS B & C WILL BE DESIGNATED AS OPEN SPACE AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION (HOA).
- 7.) TOTAL PARKING SPACES = 26, 6 OF WHICH ARE ADA.
- 8.) PREVIOUSLY UNPLATTED LANDS.

SURVEYORS NOTES

- 1.) TOTAL ACREAGE OF SUBDIVISION = 1.71 ACRES.
TOTAL NUMBER OF LOTS = 11
AREAS OF LOTS = 1.71 ACRES



BENDER SUBDIVISION

PREPARED FOR:
HARTLAND ENTERPRISES, LLC
PO BOX 95
UPTON, WY 82730

SCOTT GERBER AND Ayme ARHENS
820 SOUTH THURMOND ST
SHERIDAN, WY 82801

PREPARED BY:

WWC ENGINEERING
1849 TERRA AVENUE
SHERIDAN, WY 82801
(307) 672-0761
www.wwcengineering.com

NO.	REVISION	BY	DATE	DESIGNED BY:
				CIG
				CHECKED BY: JPC
				DATE: 8/4/2022
				SHEET
				1 of 1

**CITY OF SHERIDAN
RESOLUTION 46-22**

A RESOLUTION approving PL-22-31, the final plat of the Bender Subdivision, dividing $\pm$ 1.71 acres into 7 lots and 3 outlots. The property is Zoned R-3, located at 1700 Bender Lane (PIN 56843530001933).

WHEREAS, the final plat of the Bender 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).

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

That the final plat of the Bender Subdivision, dividing $\pm$ 1.71 acres into 7 lots and 3 outlots, on the property located at 1700 Bender Lane (PIN 56843530001933).

Is hereby approved by vote of the City of Sheridan's City Council. In approving the Bender 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 3rd day of October 2022.

Richard Bridger, Mayor

ATTEST:

Cecilia Good, City Clerk

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
WITHIN AND FOR THE COUNTY OF SHERIDAN, STATE OF WYOMING

CITY OF SHERIDAN,)
)
 and)
)
 CARL R. BENDER AND JUNE E. BENDER,)
 TRUSTEES UNDER THE CARL R. BENDER)
 AND JUNE E. BENDER TRUST AGREEMENT,)
 DATED OCTOBER 25, 2004,)
)
 Plaintiffs,)
)
 -vs-)
)
 THE HEIRS AND DEVISEES OF JAMES P.)
 ROBINSON, and any person who may claim a)
 competing interest in the subject property located)
 in Sheridan County, Wyoming,)
)
 Defendants.)

Civil No. CV-2022-70

No. _____
District Court Sheridan County Wyoming

AUG 15 2022

Rene Botten

Clerk

/s/ Amy Frederick

Deputy

DECREE QUIETING TITLE

The above-captioned matter initiated by the Complaint of Plaintiffs', and coming before the Court at 11:00 a.m. MDT on August 15, 2022, on Plaintiffs' Request for Default Judgment Hearing. Plaintiffs appeared by and through their counsel, Davis & Cannon, LLP. Defendants, having been served with process as required by law, failed to appear or notify the Court, and having failed to plead or otherwise answer herein within the time required, and default of Defendants having been entered, and the Court having reviewed the pleadings and being fully advised in the premises finds:

1. Generally in favor of Plaintiffs and against Defendants and each of them.
2. That Plaintiffs are, and were at the time of filing of this action, in possession of and entitled to the sole and exclusive possession of the Subject Property as described below.
3. That no other person has claimed an interest in, or claimed to be entitled to



possession of the Subject Property.

4. That Defendants, and if any of the Defendants are deceased, their unknown heirs, devisees, legatees, successors and assigns, and all persons other than the Plaintiffs, have no right, title, interest, claim or estate in the Subject Property or in any part thereof, and that title to all of the property hereinafter described be forever quieted in Plaintiffs Carl R. Bender and June E. Bender, Trustees under the Carl R. Bender and June E. Bender Trust Agreement, dated October 25, 2004, and City of Sheridan.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff, Carl R. Bender and June E. Bender, Trustees under the Carl R. Bender and June E. Bender Trust Agreement, dated October 25, 2004, at the time of the commencement of this action was, and now is, in actual possession and ownership of that strip of land consisting of +/- 8,897.88 square feet located in Sheridan County, Wyoming, and more specifically described as follows:

A 30 foot wide strip of land located in the NW1/4SW1/4 of Section 35, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, being more particularly described by metes and bounds as follows:

Commencing at a point in the south line of said NW1/4SW1/4 that is the southeast corner of the Parcel described in Instrument No. 2021-767880 as recorded in the Office of Sheridan County Clerk and a point from which the northwest corner of said NW1/4SW1/4 bears N35°41'02"W, 1639.41 feet; thence along the south line of said NW1/4SW1/4, N89°48'34"E, 30.00 feet to the Point of Beginning; thence continuing along the south line of said NW1/4SW1/4, N89°48'34"E, 30.00 feet; thence along a line parallel with the east line of said Parcel, N0°20'31"E, 296.55 feet, more or less, to the intersection of the easterly extension of the north line of said Parcel; thence along the easterly extension of the north line of said Parcel, N89°50'29"W, 30.00 feet; thence along a line parallel with the east line of said Parcel, S0°20'31"W, 296.59 feet to the Point of Beginning and containing 8897.88 square feet, more or less.

IT IS THEREFORE FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiff, City of Sheridan, at the time of the commencement of this action was, and now is, in actual possession an ownership of that strip of land consisting of +/- 8,901.89 square feet located

in Sheridan County, Wyoming, and more specifically described as follows:

A 30 foot wide strip of land located in the NW1/4SW1/4 of Section 35, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, being more particularly described by metes and bounds as follows:

Beginning at a point in the south line of said NW1/4SW1/4 that is the southeast corner of the Parcel described in Instrument No. 2021-767880 as recorded in the Office of Sheridan County Clerk and a point from which the northwest corner of said NW1/4SW1/4 bears N35°41'02"W, 1639.41 feet; thence along the south line of said NW1/4SW1/4, N89°48'34"E, 30.00 feet; thence along a line parallel with the east line of said Parcel, N0°20'31"E, 296.55 feet, more or less, to the intersection of the easterly extension of the north line of said Parcel; thence along the easterly extension of the north line of said Parcel; thence along the easterly extension of the north line of said Parcel, N89°50'29"W, 30.00 feet, more or less, to the northeast corner of said Parcel; thence along the east line of said Parcel, S0°20'31"W, 296.91 feet to the Point of Beginning and containing 8901.89 square feet, more or less.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that none of the Defendants, and if any of the Defendants are deceased, their unknown heirs, devisees, legatees, successors, and assigns, nor any other person other than Plaintiffs, have any right, title, interest, claim or estate whatever in or to the Subject Property, described above, or any part thereof, and that all such persons are hereby restrained and enjoined from asserting any right, title, interest, claim, or estate in the Subject Property or any part thereof, and that title and fee simple absolute to the Subject Property is hereby quieted in the Plaintiffs.

DATED this 15th day of August, 2022.


DISTRICT COURT JUDGE

With copy to:
Davis & Cannon, LLP

Certificate of Clerk of the District Court. The above is a true and correct copy of the original instrument which is on file or of record in this court.

Done this 16 day of August, 2022
Rene Botte 20 Clerk

By 151 Amy Frederick Deputy

**Development Agreement for
Bender Subdivision**

This agreement is made and entered into as of this _____ day of _____, 2022, by and between the City of Sheridan, a municipal Corporation in the State of Wyoming, hereinafter known as the "City", and **Hartland Enterprises, 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 Bender 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 Bender 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. Public improvements provided by the Developer for the Bender Subdivision shall consist of the following as per plans and specifications approved by the City Engineer:
 - See Attached Cost Estimates
- D. 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 totaling \$960,724.68:
 - See Attached Cost Estimates

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.

- E. 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 Bender Subdivision water and sewer utilities shall be approved and accepted by City prior to issuance of further building permits for the Bender 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.
- F. 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.
- G. Sidewalks will be installed by the Developer along the west side of Bender Lane and attached along the north side of Turner Lane prior to the issuance of a Certificate of Occupancy.
- H. Any pedestrian pathway or sidewalk disturbed by building construction or installation of utilities for the Bender 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 Bender 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. All efforts should be made for connectivity to adjacent properties.

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 Bender Subdivision, is not compliant. The City reserves the right to withhold any future development approvals for the Bender 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 (3) 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:

For the Developer:

Richard Bridger
Mayor

Hartland Enterprises, LLC
By: (Authorized Agent)

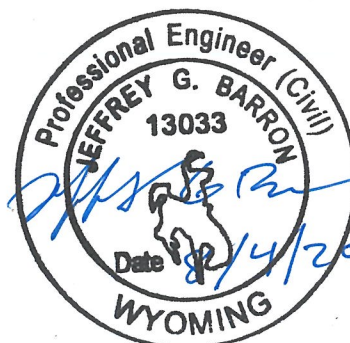
Attest:

The above and foregoing Agreement was
Subscribed, Sworn to, and Acknowledged
before me by _____ this _____ day of
_____, 2022.
My commission expires _____

City Clerk

Notary Public

Item	Unit	Quantity	Estimate	Total Price
CONNECT TO EXISTING WATERLINE	EA	1	\$ 2,500.00	\$ 2,500.00
CONNECT OT EXISTING SEWERLINE	EA	1	\$ 1,500.00	\$ 1,500.00
CONNECT TO EXISTING MANHOLE	EA	1	\$ 1,500.00	\$ 1,500.00
8" PVC WATER MAIN	LF	665	\$ 60.00	\$ 39,900.00
8" PVC SEWER MAIN	LF	700	\$ 75.00	\$ 52,500.00
8" x 90° ELBOW	EA	1	\$ 800.00	\$ 800.00
8" x 6" REDUCING TEE	EA	1	\$ 900.00	\$ 900.00
8" Gate Valve	EA	2	\$ 2,500.00	\$ 5,000.00
8" TEE	EA	2	\$ 800.00	\$ 1,600.00
6" GATE VALVE	EA	1	\$ 1,750.00	\$ 1,750.00
6" PVC WATER MAIN	LF	11	\$ 55.00	\$ 618.20
MANHOLE	EA	4	\$ 5,000.00	\$ 20,000.00
ADDITIONAL SANITARY SEWER MANHOLE DEPTH	LF	30	\$ 500.00	\$ 14,750.00
FLUSHING HYDRANT AND ASSEMBLY	EA	2	\$ 15,000.00	\$ 30,000.00
FIRE HYDRANT ASSEMBLY	EA	1	\$ 6,500.00	\$ 6,500.00
CURB AND GUTTER - TYPE B	LF	1424	\$ 35.00	\$ 49,828.10
SIDEWALK - 4"	SF	3674	\$ 9.00	\$ 33,064.74
CRUSHED AGGREGATE BASE COURSE - 8"	SY	3336	\$ 16.00	\$ 53,375.20
ASPHALT SURFACING - 4"	SY	2818	\$ 50.00	\$ 140,882.78
DRIVEWAY APPROACHES	SF	1166	\$ 15.00	\$ 17,490.00
DOUBLE GUTTER - 8"	SF	1596	\$ 15.00	\$ 23,940.00
ASPHALT MILL - 4"	SY	554	\$ 15.00	\$ 8,310.73
TYPE 1 PIPE BEDDING	CY	70	\$ 30.00	\$ 2,095.30
IMPORTED PIPE FOUNDATION MATERIAL	CY	121	\$ 50.00	\$ 6,066.67
IMPORTED TRENCH BACKFILL MATERIAL	CY	6067	\$ 50.00	\$ 303,333.33
EXCAVATION BELOW SUBGRADE	CY	538	\$ 25.00	\$ 13,458.33
UNCLASSIFIED EXCAVATION ABOVE SUBGRADE	CY	236	\$ 35.00	\$ 8,260.00
SUBGRADE PREPARATION - 12"	SY	5383	\$ 12.00	\$ 64,600.00
CLEARING AND GRUBBING	AC	1.5	\$ 5,625.00	\$ 8,606.25
TOPSOIL REMOVAL AND STOCK PILING	SY	7405	\$ 3.00	\$ 22,215.60
HYDROSEEDING	SY	1762	\$ 2.00	\$ 3,524.44
SIGN	EA	12	\$ 750.00	\$ 9,000.00
PAINT MARKING	LF	350	\$ 0.50	\$ 175.00
CONCRETE CHANNEL	LS	1	\$ 5,000.00	\$ 5,000.00
CURB RETURN FILLET	SF	640	\$ 12.00	\$ 7,680.00
			TOTAL	\$ 960,724.68





CITY OF SHERIDAN, WYOMING

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

Planning

MEMORANDUM

Project Name: Public Hearing for PL-22-32, Resolution 51-22, Sheridan Motors Subdivision - Community Development
Director Wade Sanner
From: Wade Sanner, Community Development Director
To: Mayor and Council
CC:
Date: 10/03/2022

Recommendation:

Public Hearing for PL-22-32, Resolution 51-22, Sheridan Motors Subdivision. The applicant, Gone Fishing LLC, is requesting to subdivide 11.16 acres into 2 lots, zoned Gateway District. Located at 3270 Wrench Dr. (PIN 56841530000100).

Background:

The applicant, Gone Fishing, LLC, is requesting to subdivide 11.16 acres from 1 lot into 2 lots on the property located at 3270 Wrench Drive (PIN 56841530000100).

The property is located at the northeast corner of Wrench Drive and North Main Street intersection, and accessed via Wrench Drive. The property is zoned Gateway District and part of the Wrench Ranch Master Plan. The property is listed as Lot 1 of the Marketplace Subdivision. The property is the location of the Sheridan Motors car dealership. The applicant is proposing the subdivision in order to create a separate lot for the General Motors Building.

PROPOSED LOTS

The applicant is proposing 2 lots. Lot 1 is proposed to be 7.42 acres. Lot 2 is proposed to be 3.74 acres.

EASEMENTS

The applicant is proposing the following easements:

Lot 1: The applicant is proposing a 15-foot building setback and general utility easement to run along the perimeter of the property. The applicant is proposing a 65-foot building setback and general utility easement along the northern portion of the property along the I-90 corridor. In addition, the applicant is proposing a 10-foot sanitary sewer easement and a 10-foot waterline easement to accommodate the existing sewer and waterlines on the property.

Lot 2: The applicant is proposing a 15-foot building setback and general utility easement along the perimeter of the property. In addition, the applicant is proposing a 10-foot storm drain easement to accommodate the existing storm drain on the property.

NOTICES

As part of the request to subdivide this property, staff sent notices to the 6 property owners within 300 feet, placed a legal notice in the newspaper, and posted a sign on the property. Staff have received no comments or inquiries regarding this application.

PLANNING COMMISSION

The Planning Commission sent a unanimous positive recommendation to the City Council on September 26, 2020. No public spoke at the public hearing.

Discussion:

Prior to approving the final plat, the City Council will need to make the following findings per Sheridan City Code Appendix B §202, staff offers the following comments on the 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 proposed subdivision conforms to the Zoning Ordinance.

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

This proposed subdivision is outside the Airport Influence Area.

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

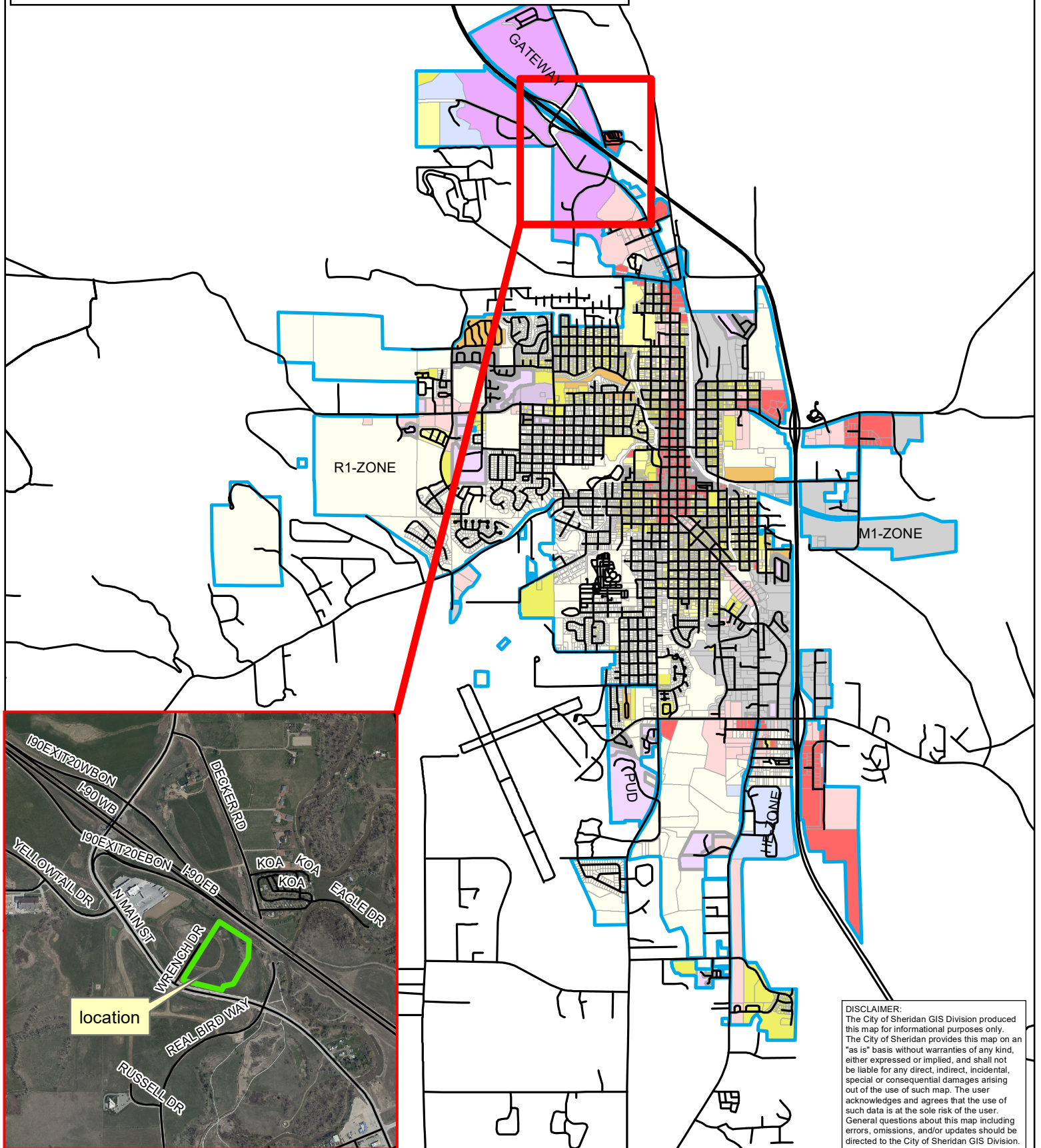
Water and sewer lines already exist in the North Main Street right-of-way. Future water and sewer connections will tap into these lines.

Staff has no further comments at this time.

Attachments

Aerial
Subdivision Plat
Resolution 51-22

Sheridan Motors Subdivision



FINAL PLAT

SHERIDAN MOTORS
LOCATED IN A PART OF THE
S1/2SW1/4, Section 10, And The N1/2NW1/4 Section 15
Township 56 North, Range 84 West
6 TH. PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING

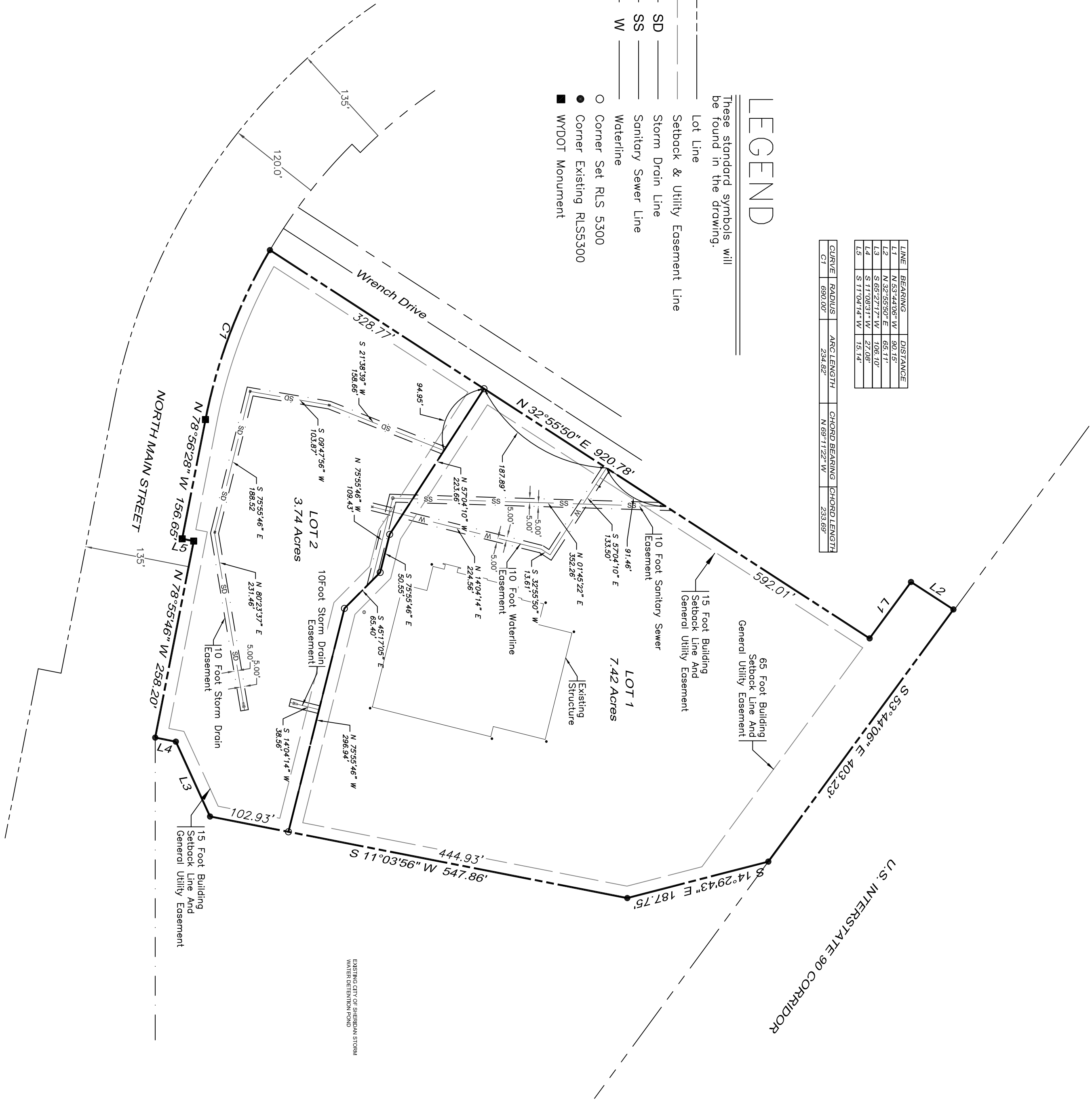
LINE	BEARING	DISTANCE
1-2	N 52°55'00" E	66.17'
2-3	S 82°27'17" W	108.10'
3-4	S 71°04'47" W	15.14'
4-5	S 17°04'47" W	15.14'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	690.00'	234.62'	N 69°17'22" W	233.69'

LEGEND

These standard symbols will be found in the drawing.

- Lot Line
- Setback & Utility Easement Line
- SD Storm Drain Line
- SS Sanitary Sewer Line
- W Waterline
- Corner Set RLS 5300
- Corner Existing RLS5300
- WYDOT Monument



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 SHERIDAN MOTORS.

A TRACT OF LAND LOCATED IN A PART OF THE S1/2SW1/4, SECTION 10, AND THE N1/2NW1/4 SECTION 15, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH, PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING AND MORE PARTICULARLY DESCRIBED AS:

Lot 1, The Market Place-REV. 1, Recorded as Plat M 81
BEGINNING At The Intersection Of The East Right Of Way Of Wrench Drive And The North Right Of Way Of North Main Street;

Thence With The East Right Of Way Of Wrench Rand Drive North 32°55'50" East, A Distance Of 920.78 Feet To A Point; Thence North 53°44'08" West, A Distance Of 90.15 Feet To A Point;

Thence North 32°55'50" East, A Distance Of 65.11 Feet To A Point On The West Right Of Way Of Interstate 90;

Thence With Said West Right Of Way South 53°44'08" East, A Distance Of 403.23 Feet To A Point;

Thence Leaving Said West Right Of Way South 14°29'43" East, A Distance Of 187.75 Feet To A Point

Thence South 11°03'56" West, A Distance Of 547.86 Feet To A Point;

Thence South 65°27'17" West, A Distance Of 106.10 Feet To A Point;

Thence South 11°08'31" West, A Distance Of 27.08 Feet To A Point On The North Right Of North Main Street;

Thence With Said North Right Of Way North 78°55'46" West, A Distance Of 258.20 Feet To A Point;

Thence Continuing With Said North Right Of Way South 11°04'14" West, A Distance Of 15.14 Feet To A Point;

Thence Continuing With Said North Right Of Way North 78°55'23" West, A Distance Of 156.65 Feet To A Point;

Thence Continuing With Said North Right Of Way With A Curve Turning To The Right With An Arc Length Of 234.82 Feet, A Radius Of 690.00 Feet, A Chord Bearing Of North 69°11'22" West, A Chord Length Of 233.69 Feet, To The Point Of **BEGINNING**, Having An Area Of 486327.25 Square Feet, 11.16 Acres more or less.

DECLARATION VACATING PREVIOUS PLATTING

This plat is the re-subdivision of Lot 1 of THE MARKET PLACE - REV. 1 subdivision, as recorded as Plat M-81 on 14 July, 2022, of the records of the Sheridan County Clerk. All earlier plats or portions thereof encompassed by the boundaries of this plat are hereby vacated.

Attest:City Clerk Mayor

CITY OF SHERIDAN
CERTIFICATE OF APPROVAL
Approved by the City Council of the City of Sheridan, Wyoming, this _____ day of _____, 2022.

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 _____, 2022, by the Director of Public Works of Sheridan, Wyoming.

Director of Public Works _____

CITY OF SHERIDAN
CERTIFICATE OF REVIEW
Reviewed by the City of Sheridan Planning Commission this _____ day of _____, 2021.
Attest:Vice-Chairman _____ Chairman _____

CERTIFICATE OF RECORDER
This plat was filed for record in the Office of the Clerk and Recorder at _____ o'clock _____ m., This _____ day of _____, 2022. And is duly recorded in Book _____ Page No. _____.
County Clerk _____

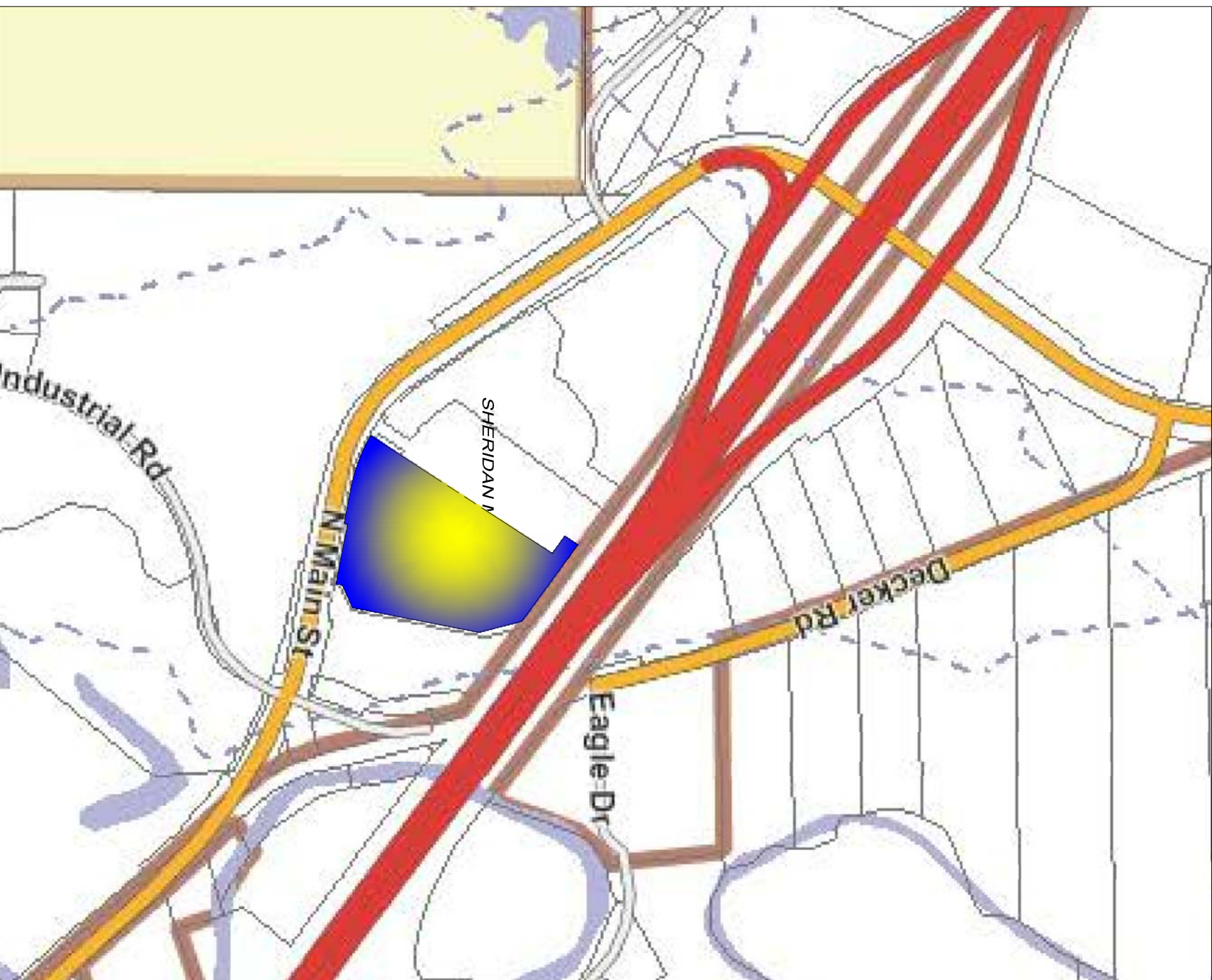
Rev.	Date	Description	By	Proj. Engr.	Check	Rev. Request

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 OWNERS (AND FOR THE FORTS AND INTERESTS OF ALL PERSONS) AND THAT THE LAND 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 _____, 2022 BY,



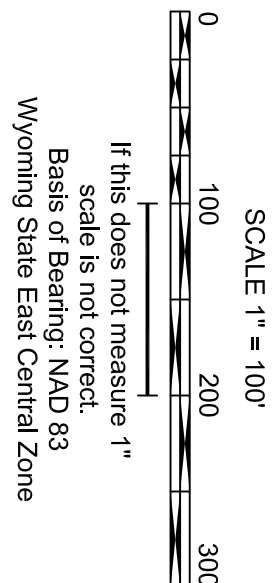
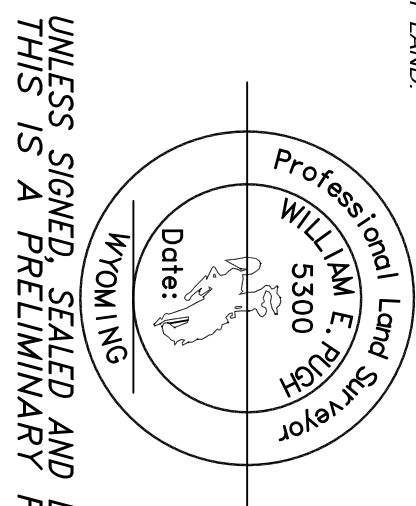
LOCATION MAP
NTS

OWNER _____
STATE OF WYOMING)
SHERIDAN COUNTY) SS.
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2022, BY _____
WITNESS MY HAND AND OFFICIAL SEAL _____
NOTARY PUBLIC _____
EXECUTED THIS _____ DAY OF _____, 2022 BY,

OWNER
GONE FISHING, LLC
PO BOX 725
BIG HORN, WYOMING 82831-0725

SURVEYOR'S CERTIFICATE:

I, WILLIAM E. PUGH, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, LICENSE NO. 5300, AND THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF SHERIDAN MOTORS, AS Laid OUT, PLATTED, DEDICATED AND SHOWN HEREON. THAT THIS PLAT, BY ME OR UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND COMPASINGS OF ALL CITY OF SHERIDAN RECORDING JURISDICTION IN SUBDIVISION OF LAND.



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

Client:

GONE FISHING LLC
PO BOX 725
BIG HORN, WY 82833-0725

Prepared By:

wood.
2615 Aviation Dr. Sheridan, WY 82801
(307) 675-6400 www.woodplc.com

Client P.M. WEP

247968

Drawn: WEP

Checked:

Approval: WEP

Date: 10 AUG, 2022

Sheet: 1 OF 1

Rev: 0

**CITY OF SHERIDAN
RESOLUTION 51-22**

A RESOLUTION approving PL-22-32, the plat of the Sheridan Motors Subdivision, dividing $\pm$ 11.16 acres of unplatted land into 2 lots. The property is zoned Gateway District, and located at 3270 Wrench Drive.

WHEREAS, the minor plat of the Sheridan Motors 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).

Be it resolved by the City Council of the City of Sheridan:

That the minor plat of the Sheridan Motors Subdivision, dividing $\pm$ 11.16 acres of unplatted land into 2 lots. The property is zoned Gateway District, located at 3270 Wrench Drive.

In approving the Sheridan Motors 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 3rd day of October 2022.

Richard Bridger, Mayor

ATTEST:

Cecilia Good, City Clerk



CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

Project Name: Consideration of Final Acceptance of Public Infrastructure for Wilkerson Little Goose No 2
From: Hanns Mercer, City Engineer
To: Mayor and Council
CC:
Date: 09/15/2022

Recommendation:

Staff recommends that the Mayor and Council approve final acceptance of public infrastructure for Wilkerson Little Goose No 2. Further, that the Utilities Director be authorized to sign the necessary Permit Transfer Request Form in compliance with Wyoming DEQ Rules and Regulations.

By signing the Permit Transfer Request Form, the City accepts ownership and future operation/maintenance of these public utilities associated with Wilkerson Little Goose No 2.

Background:

The infrastructure associated with this project was installed per City of Sheridan Standard Specifications and Details for Utility Construction. As part of the request for final acceptance, the City will receive all required information from the developer's consulting engineer to prepare to accept ownership of the infrastructure, and to ensure that all work has been completed satisfactorily.

Attachments

Map



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 WYDOT Bridge Formula Program Project Agreement to Replace E. Works St. Bridge
From: Hanns Mercer, Public Works Director
To: Mayor and Council
CC:
Date: 09/02/2022

Recommendation:

Staff recommends the City Council and Mayor approve to enter into a Cooperative Agreement between the Wyoming Department of Transportation and the City of Sheridan pertaining to the Bridge Formula Program Project, Federal Project HI-BPF 2550501, for the E. Works Street Bridge, Structure No. EAY.

Background:

The Wyoming Department of Transportation owns and maintains 1,959 structures. Each of these, as well as the 842 bridges owned and maintained by the towns, cities, counties, and other state agencies, are carefully inspected at least once every two years by teams of highly trained WYDOT bridge inspectors. Bridges require periodic maintenance to remain safe and serviceable, and the inspections help to identify those elements needing repair or replacement. When a condition is found that may affect the ability of the structure to carry the anticipated loads, a load rating is completed and traffic crossing the structure may be limited until the condition can be corrected or the bridge is replaced. The inspection results are submitted to the Federal Highway Administration annually.

State officials across Wyoming are preparing for an influx of federal funding from the Infrastructure Investment and Jobs Act, where 60% of the funding is funneled directly to state and local governments and 40% is in the form of competitive grants. WYDOT is collecting \$2 billion in formula funding, and it expects to apply for grants for added projects. During the Legislature's 2022 budget season, WYDOT also received \$225 million specifically for addressing bridges outside of the normal budget.

For the Bridge Formula Program (BFP), WYDOT receives \$45 million per year, with at least 15% of the funds to go to addressing poor condition bridges. WYDOT has identified 44 bridge replacement or bridge rehabilitation projects within 29 agencies. East Works Street Bridge has been identified as one of those bridges. Projects will be let in FY25-FY29. As letters of concurrence come in from the local governments, projects will be added to the State Transportation Improvement Plan (STIP). WYDOT looking at a consultant to manage and design the projects.

Discussion:

The purpose of this agreement is to outline the terms and conditions by which the City and WYDOT will evaluate Structure No. EAY over Little Goose Creek in Sheridan County, and remove, remove and replace, or rehabilitate the structure in accordance with the evaluation and Reconnaissance Report completed under the agreement (Project). The term of the Agreement is from the Effective Date through completion of the Project.

City Responsibilities

- Submit a letter designating a qualified Project representative capable of making timely decisions and authorized to sign documents concerning the construction of the Project.
- Upon completion, with the return of WYDOT's Acceptance Certificate, all NPDES General Permits related to the Project will be transferred to the City.
- Upon completion and acceptance, the City shall maintain, at its sole expense, all features in compliance with all

applicable federal and state standards and regulations. Maintenance shall include all repairs necessary to keep the improvement in its functional constructed condition.

*NOTE: For the complete outline of the City and WYDOT's responsibilities, please refer to the attached agreement.

Funding:

Except as otherwise provided in this Agreement, no payment shall be made by one party to the other party as a result of the Agreement. This Project will be completed as part of the federally funded and WYDOT-administered Bridge Formula Program.

Attachments

Agreement

Pictures

**COOPERATIVE AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF SHERIDAN**

Federal Project HI-BFP 2550501
Bridge Over Little Goose Creek
Structure No. EAY
E. Works Street
Sheridan County

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Sheridan (City), whose address is P.O. Box 848, Sheridan, Wyoming 82801.
2. **Purpose of Agreement.** The purpose of this agreement is to outline the terms and conditions by which the City and WYDOT will evaluate Structure No. EAY over the Little Goose Creek in Sheridan County, as shown on Exhibit A, Location Map, which is attached to and incorporated into this Agreement by this reference, and remove, remove and replace, or rehabilitate the structure in accordance with the evaluation and Reconnaissance Report completed under this Agreement (Project). This Project will be completed as part of the federally funded and WYDOT-administered Bridge Formula Program.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from Effective Date through completion of the Project. All services shall be completed during this term. However, the parties agree that maintenance requirements described in Section 5 Subsection E are indefinite.
4. **Participation of Project Costs.** Except as otherwise provided in this Agreement, no payment shall be made by one party to the other party as a result of this Agreement.
5. **Responsibilities of City.**
 - A. Should the City abandon the Project at any time, the City shall reimburse WYDOT for the entire cost, including any federal aid portion of the work completed at the time of abandonment.
 - B. If Structure No. EAY is listed as a historical structure, the City will provide the WYDOT Bridge Program a certified letter describing the City's intent for the structure's disposition no later than ninety (90) days after the Effective Date.

Should the City choose to repurpose the structure, the superstructure will be removed from the substructure and stockpiled at the site. The City shall be responsible for all associated costs, including hauling, storage, and placement.

- C. The City shall submit a letter to WYDOT designating a qualified Project representative, at no cost to WYDOT, capable of making timely decisions and authorized to sign documents concerning the construction of the Project.
- D. Upon completion and acceptance of the Project by WYDOT and the City, the City shall return, within thirty (30) days of WYDOT Resident Engineer's request, WYDOT's Acceptance Certificate, or any other required WYDOT documents. Once this Acceptance Certificate has been completed, all National Pollutant Discharge Elimination System (NPDES) General Permits related to the Project will be transferred to the City. The City shall then be responsible for all storm water runoff on the Project and storm water monitoring until a Notice of Termination (NOT) can be submitted for the Project by the City. In the event petroleum contaminated soil or water is encountered on this Project, the required work associated with mitigation of the contamination will become part of this Project.
- E. Upon completion and acceptance of this Project, the City shall maintain, at its sole expense, all features in compliance with all applicable federal and state standards and regulations. Maintenance shall include all repairs necessary to keep the improvement in its functional constructed condition.
- F. Assist in Right-of-Way Acquisition if required, as described in Section 6 below.

6. Responsibilities of WYDOT.

- A. WYDOT will prepare a Reconnaissance Report which will describe the work necessary for the development of contract plans, work activities schedule, anticipated costs including construction, as well as preliminary and construction engineering. The report will be submitted to the City for their review, comments and approval.
- B. WYDOT will be responsible for the survey work.
- C. WYDOT will be responsible for the preliminary engineering, which includes completing engineering investigations, environmental studies, developing design plans, specifications and compiling final cost estimates in accordance with the current edition of the American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) Bridge Design Specifications, which will be included in the final design plans. All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA). Design plans will be based on the approved Reconnaissance Report completed under this Agreement.
- D. WYDOT will be responsible for the Right-of-Way Acquisition. WYDOT will acquire all necessary rights-of-way and provide any relocation assistance necessary to construct the work shown on Exhibit A. However, in the event condemnation proceedings are necessary, in accordance with Wyo. Stat. § 1-26-801(a), the City

shall be responsible for acquiring rights-of-way by condemnation proceedings with the understanding any settlements reached out of court must be justified and supported. WYDOT will assist the City in condemnation proceedings by preparing exhibits and displays. At its request, the City shall be provided a copy of the right-of-way plans and cost estimates when federal acquisition approval is requested. The City agrees to reimburse WYDOT for the total cost needed to clear the right-of-way not paid with federal aid funds. Under the terms of this Agreement, if right-of-way acquisition is not required for this Project, all references to such acquisition herein are considered null and void.

- E. WYDOT will perform utility adjustments. If any adjustments are needed, arrangements will be made by separate agreement(s) with the affected utility owner(s) and are not covered by this Agreement. Under the terms of this Agreement, if utility adjustments are not required for this Project, all references to such adjustments herein are considered null and void.
- F. WYDOT will perform the letting of this Project. The City shall be given the opportunity to approve final design plans prior to the advertisement for bids by WYDOT.
- G. WYDOT will be responsible for the construction engineering for this Project by and in accordance with the plans and specifications.
- H. WYDOT may provide pedestrian or bicyclist accommodation on the bridge in accordance with Bridge Formula Program regulations.

7. **Special Provisions.**

- A. **Assumption of Risk.** The City shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the City's failure to comply with state or federal requirements. WYDOT shall notify the City of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the City must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.
- C. **Environmental Policy Acts.** The City agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (ii) Procures a commercial sex act during the period of time that the award is in effect; or
- (iii) Uses forced labor in the performance of the award or subawards under the award.

E. Kickbacks. The City certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the City breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

The City shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the City is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

F. Limitations on Lobbying Activities. By signing this Agreement, the City certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the City or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

The City and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

G. Mandatory Disclosures. Per 2 CFR 200.113, the City must disclose, in a timely manner, in writing to WYDOT all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award.

Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

H. Monitoring Activities. WYDOT shall have the right to monitor all activities related to this Agreement that are performed by the City or its subcontractors. 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, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.

- I. Nondiscrimination.** The City shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

Federal law requires the City to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

- J. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the City and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.
- L. Suspension and Debarment.** By signing this Agreement, the City certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the City agrees to notify WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- M. Copyright License and Patent Rights.** The City acknowledges that federal grantor, the State of Wyoming, and WYDOT reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the City purchases ownership using funds awarded under this Agreement. The City must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

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. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The City shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. **Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the City which are pertinent to this Agreement.
- E. **Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which 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 WYDOT at the end of the period for which the funds are available. WYDOT shall notify the 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 WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. **Award of Related Contracts.** WYDOT 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. The City shall cooperate fully with other contractors and WYDOT in all such cases.
- G. **Compliance with Laws.** The City shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement shall be kept confidential by the City unless written permission is granted by WYDOT for its release. If and when City receives a request for information subject to this Agreement, City shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- I. Entirety of Agreement.** This Agreement, consisting of ten (10) pages, and Exhibit A, Location Map, consisting of one (1) page, 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.
- J. Ethics.** The City shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing City's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. 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.
- M. 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.
- N. Independent Contractor.** The City shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State

of Wyoming for any purpose. Consistent with the express terms of this Agreement, the City shall be free from control or direction over the details of the performance of services under this Agreement. The City shall assume sole responsibility for any debts or liabilities that may be incurred by the City in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the City or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or WYDOT. The City agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the City or the City's agents or employees as a result of this Agreement.

- O. Insurance Requirements.** The City is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.
- P. Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement. Upon termination of services, for any reason, the City agrees to return all such original and derivative information and documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. 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 A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- R. 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.
- S. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the City expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has

sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this 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.

- T. Taxes.** The City shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- U. Termination of Agreement.** This Agreement may be terminated, without cause, by WYDOT upon thirty (30) days written notice. This Agreement may be terminated by WYDOT immediately for cause if the City fails to perform in accordance with the terms of this Agreement.
- V. 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.
- W. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- X. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Y. 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.
- Z. 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 WYDOT.

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 have 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.

ATTEST:

**CITY:
CITY OF SHERIDAN**

Cecilia Good, City Clerk

Richard Bridger, Mayor

Date

(SEAL)

ATTEST:

**WYDOT:
WYOMING DEPARTMENT
OF TRANSPORTATION**

Caitlin Casner, Secretary
Transportation Commission of Wyoming

Mark J. Gillett, P.E., Chief Engineer

Date

(SEAL)

Approved as to form:



Alysia Goldman, Assistant Attorney General

Date agreement prepared: 7/20/2022

224054
7/20/22



E. Works Street Bridge





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 September 19th, 2022
From: Candace Ainslie, Assistant Clerk
To: Mayor and Council
CC:
Date:

Background:

See attached minutes from the September 19, 2022 Regular Council Meeting.

Attachments

Minutes

CITY OF SHERIDAN, WYOMING

7:00 P.M.

September 19, 2022

1. Mayor Bridger called the meeting to order at 7:00 P.M.
2. The Pledge of Allegiance to the Flag was led by Mayor Bridger.
3. The invocation was given by Ryan Charest, Real Life Church.
4. The meeting was called to order with a quorum as follows: Mayor Bridger presiding with Councilmembers Jacob Martin, Shawn Day, Clint Beaver, Aaron Linden, Kristen Jennings, and Steve Brantz. Members of staff attending included City Clerk Cecilia Good, Fire Chief Gary Harnish, and various other City staff.
5. Consideration of Agenda: Councilmember Linden moved, seconded by Councilmember Day to approve the agenda. Voice Vote: unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Clint Beaver	Aye
Jacob Martin	Aye
Aaron Linden	Aye

6. Community Update

- B. Sheridan Community Land Trust, Executive Director Brad Bauer presented a report on recent Land

Trust activities.

7. Comments from the Public

- A. John Fafoutakis of Sheridan commented on a water line break near his home.

8. Public Hearings

A. Public Hearing for PL-22-26 Resolution 44-22, Bobcat Estates. Mayor Bridger opened the Public Hearing at 7:15pm, Community Development Director Wade Sanner updated the Council. Andrew PAtceg questioned sewer line concerns; the developer's attorney, Greg Von Krosigk explained the reasoning behind using septic systems for the lots rather than holing into the City sewer system. Mayor Bridger closed the public hearing at 7:20pm.

- i. Consideration of PL-22-26 Resolution 44-22, Bobcat Estates. Councilmember Brantz moved, Seconded by Councilmember Day, Voice Vote, unanimous.

Mayor Rich Bridger	Aye
--------------------	-----

Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Clint Beaver	Aye
Jacob Martin	Aye
Aaron Linden	Aye

B. Public Hearing for PL-22-30, Ordinance 2254 Cottonwood Rezone. Mayor Bridger opened the Public Hearing at 7:24 pm, Community Development Director Wade Sanner updated the Council. Mayor Bridger closed the public hearing at 7:33pm.

i. Consideration of PL-22-30, Ordinance 2254 Cottonwood Rezone. Councilmember Brantz moved, Seconded by Councilmember Jennings. Voice Vote, unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Clint Beaver	Aye
Jacob Martin	Aye
Aaron Linden	Aye

C. Public Hearing for ownership transfer of Retail Liquor License #8 from Double Buck, Inc to Freshly Minted, LLC. Mayor Bridger opened the Public Hearing at 7:34 pm, City Clerk Cecilia Good updated the Council. Mayor Bridger closed the public hearing at 7:35.

i. Consideration of ownership transfer of Retail Liquor License #8 from Double Buck, Inc to Freshly Minted, LLC. Councilmember Brantz moved, Seconded by Councilmember Day. Voice Vote, unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Clint Beaver	Aye
Jacob Martin	Aye
Aaron Linden	Aye

9. Consent Agenda

A. Consideration of Final Acceptance of Public Infrastructure for Sheridan Ranch Development

B.Consideration of Final Acceptance of Public Infrastructure for Riverstone Park Subdivision

C.Consideration of Bid Award to Hardrives Construction, Inc. for the 2022 Crack Seal Project in the Amount of \$49,980

D.Minutes of Regular Council Meeting September 6, 2022

E. Claims

CenturyLink Communications, LLC	Scada Lines and Extensions	2,099.85
Earl & Vickie Martin	rewrite lost check 20657-62 Turnberry Dr overpaymt	53.62
Kirven Law, LLC	rewrite lost check 22689-147 W Burkitt-Dep refund	90.00
Montana Dakota Utilities	Pump stations, lift stations/Numerous electric bills	46,811.80
Nancy Redfield	rewrite lost check 20715-117 W 4th -Dep refund	18.35
Pitney Bowes Inc	July Postage	1,200.00
Rocky Mountain Ambulance Service LLC	Ambulance Service September 2022	10,000.00
Sovos Compliance, LLC	Sovos UPEXchange (Cloud)	119.00
Wyoming Department of Workforce Services	Unemployment Insurance for 2nd QTR 2022	2,442.81
Cowboy State Title, LLC	Downpayment - Promac	5,000.00
Holly Miranda	Re-write lost check 20311-double charge	15.77
Wyoming Dept of Revenue	Vendor 41-1 July 2022	222.93
Wyoming Water Development Commission	WWDC Grant Application Fee	1,000.00
A Plus Plumbers & Appliance Repair, LLC	Repairs and replacements of backflow assemblies	1,693.55
Aaron Gray	Deposit Refund/645 Lewis St.	27.12
Aaron Linden	Reimbursement WAM summer conference	586.39
ABC Signs & Specialties	name plates	38.00
Ace Hardware-Newkirk	Supplies	201.10
Adler Welding and Fabrication LLC	spring bushing - st5003	19.55
Advance Fence	new potentiometer for main gate repair	239.40
Advocacy & Resource Ctr	Fourth quarter GPET payment	3,575.00
Alexa Blare	Deposit Refund/1531 Martin Ave.	103.23
A-Line Roofing and Exteriors	Roof Replacement for BGWTP	11,937.22
ALLDATA LLC	software	4,129.69
AlphaGraphics of Wyoming	Business Cards for Wade Sannner, qty. 250	49.00
Amazon Capital Services #A33MIR27FEZN42	Supplies	9,590.70
American Highway Products, Ltd.	manhole risers - storm	1,108.50
American Maid	Monthly cleaning	1,250.00
American Welding & Gas, Inc.	7/8 130ag shank 3/4 130 shank	100.53
Andrew Peil	Deposit Refund/405 S Tschirgi St.	125.00
Angel Armor, LLC	duty vest - Fischer	1,345.19
Arete Design Group	Bandshell Reno Design #5710	2,289.00
AVI Systems, Inc	Avi Systems CableCast Software Support	1,200.00
Azteca Systems, Inc.	Cityworks conference registration	650.00
Bailey & David J Garcia	Refund/1205 Marion St.	91.06
Bear's Paw Embroidery	Embroidery	290.00
Big Horn Logistics, LLC	Safe Rides July 2022/SCADA call out system work	3,032.99
Bighorn Design Studio, LLC	uniform shirts and jackets for bldg dept staff	801.00
Black Bear Construction	sculpture installation SPAC	1,200.00
Bloedorn Lumber	cedar handsplit fence rail	2,055.02
Bluemel Plumbing & Heating	SWR Drinking Fountain Repair	157.72
Bobbie Carlyle	On loan honorarium carryover	500.00
Bradley & Erin Thimmesch	Deposit Refund/108 E 9th St.	51.26
Brian Edwards	Work Boots	170.00
Brian's Boot & Shoe	Boots	892.85
Bronc Builders	weed eating cemetery	150.00
C & K Equipment	transmission oil:unit #4-22	220.74
Carolyn A. Byrd	PC minutes	175.00
Carquest Auto Parts	Parts	1,847.60
Carroll Realty	Balance Refund/2073 Bungalow Village Ln	48.91

Cassidy Van Kirk	Balance Refund/1381 Ridgeway Ave.	125.74
CED- Consolidated Electrical Distributers Inc.	Parts and supplies	136.81
Cedars Health LLC	Occupational Health Testing	378.00
Central Wyoming College	Electrical Apprenticeship 4A Classes M.Burtis	493.00
Chemtrade Chemicals US LLC	Alum for SWTP and BGWTP	15,898.92
Christy & Marty Allen	Deposit Refund/1233 E Woodland Park Rd.	90.00
Chuck & Annie Magera	Deposit Refund/648 Carlin St.	113.49
Cindy Cade	Deposit Refund/1282 Broadway St.	144.60
Clinton Beaver	Reimbursement WAM summer conference	121.38
CMI-Teco	core deposit 3.32 rec	879.85
Cobra Crete, LLC	5, 6, 7, star 12th street curb repair	2,850.00
Collection Professionals Inc.	CPI Acct #1885 Collections 7.1-7.31.22	401.43
Colorado Barricade Co.	orange flags	440.00
Compass - Center for Families	4th QTR GPET payment	3,575.00
Comtronix	annual fire alarm testing for city hall 2022	446.17
Conner Newton	Deposit Refund/829 E 7th St.	5.58
Craftco Manufacturing Solutions	Sculpture base recoating/sculpture pedastal	6,903.21
Crescent Electric	Electrical supplies	1,908.87
Cummins Rocky Mountain	nitrogen sensor s rec	1,808.78
D.B. Smart Homes & Security, LLC	camera cable video recorder/Bandshell improvements	1,980.00
David Rice	Deposit Refund/549 Minnow Path	81.32
Dixon Land Management and Consulting Inc	SWTP, BGWTP & Intake mowing	1,675.00
DPC Industries, Inc.	chlorine container	50.00
Earl Smith	safety boots	166.94
Eli P. Jardine	Deposit Refund/626 N Custer St.	125.00
Employ, LLC	Temporary Labor	18,601.97
Engineering Associates	Sanitary Sewer Rehabilitation Design #4758	366.76
Enviro-Clean Intermountain, LLC	brooms 3.42-43 st	2,560.35
Fastenal Company	Washers and Bolts for Grinder 4-76	517.29
FedEx Freight	Testing Sample Shipping	149.15
Ferguson Waterworks #1701	Meters	1,168.16
Fire Catt, LLC	Annual Fire Hose Testing 8-4-22 CB	2,744.00
Fireblast Global Inc	Blower-Heat Blocker Mini Peeper Parts FTTrailer	462.95
Flowpoint Environmental Systems, Inc	Water sales bermad parts	914.24
Floyd's Truck Center WY	Parts	3,566.32
Galls, LLC	Nameplate and uniform pants - Fischer	141.04
Geveko Markings Inc	ql2 burner 160 kw	237.98
Grainger, Inc.	gantry crane/parts	8,317.72
Green Side Up	350 units of sod	163.00
Hach Company	Testing Chemicals	3,645.24
Hawkins Inc	Hypochlorite, Soda Ash, Sodium Hex BGWTP- 8-15-22	11,863.89
Heartland Kubota, LLC	Annual tractor service	477.58
Home Depot Credit Services	supplies	2,354.43
Humdinger Equipment LTD	Latch Lock Handle and Rail for TANA 4-73	2,125.50
Hunter Idaho Falls Monument	black shutters 50 percent deposit	8,990.00
IBS, Inc.	knurled grip set shop supplies	50.07
J&B Medical Supply, Inc.	Medical Supplies for ambulances Quote 28850-0 KJ	1,699.67
James M. Kerr	Deposit Refund/1250 S Sheridan Ave.	28.40
Jason Etchechoury	Reimb 2 nomex pants JEtchechoury Inv SO77666	646.25
Jennifer Soto	Deposit Refund/1229 Spaulding St.	74.76
Joe Johnson Equipment LLC	ay water manifo/suction hose no bin	2,189.66
John H Addlesperger	SAWS Refund/1746 Weeping Willow Ln	5.00
John King	final cdl testing	56.00
Jonathan P Syring	Wellness Participation Reimbursement	48.01
Judy Penn	Deposit Refund/144 Smith St.	85.83
Julio Quintana	Balance Refund/559 Aspen Trail	32.80

Justin Bleak & Kendra Carmody	Deposit Refund/1445 Omarr Ave.	53.90
Karen B. Burtis	HP Elitebook 850 G8/Printer	3,892.32
Karla Krinkee	Fuel to interview in torrington	69.75
Katelyn Vollmer	Deposit Refund/507 E 5th St.	25.56
Kayla Albertson	Deposit Refund/505 N Sheridan Ave #202	45.03
KCR Enterprises LLC	rechargeable headlamp - shop tool	119.65
Kierra Wilkins	Deposit Refund/303 W 8th St.	77.19
Kilpatrick Creations Inc.	Clothing for Firemen Inv 191710	2,371.40
Knecht Home Center	Supplies	410.14
Knife River	greens sand	1,613.52
Kois Brothers Equipment, Co.	hl valve 7.13 wc	7,907.32
Kon Ho In	Balance Refund/729 Val Vista St.	8.16
Kourtney Alonso	Deposit Refund/247 N Sheridan Ave.	39.18
Kyle R Johnson	Wellness Participation Reimbursement	150.00
Laison Rosenlund	Deposit Refund/434 E 5th St.	90.21
Landon's Greenhouse & Nursery, Inc.	Trees and bushes	11,898.37
Larry Taylor	Refund/561 Wyoming Ave	146.88
Les Schwab Tire Centers of Montana, LLC	tires st5003 tires 3.10 wc tires 4.26 rec	2,797.59
Linton Oppegard	Deposit Refund/731 N Gould St.	87.24
Loretta & Marcus Moore	Deposit Refund/231 S Water St.	20.99
Luke A Goddard	Medical Doctor Coverage for September 2022	500.00
Marcos Garza	Deposit Refund/605 Aspen Trail	79.08
McMaster-Carr Supply Co	PVC Fittings and Brass rod	162.01
Melissa Jelly	Sewer Refund/372 Adkins Valley Ln #NM	7.27
Memorial Hospital of Sheridan County	Occupational Testing/Pharmacy supplies	1,996.48
Metropolitan Compounds, Inc	patch kits	6,898.85
Michelle Willey	Deposit Refund/1480 Martin Ave.	34.34
Mid-American Research Chemical Corp	lift station enzyme block	1,581.79
Midas of Sheridan	ac repair st304	3,046.84
Midland Implement Co Inc	toro screen suction	253.76
Morrison-Maierle, Inc.	N Sheridan Interchange-Utilities & Enhancements CA	1,046.25
Morton Buildings, Inc	Deposit Refund/710 S Carrington St.	92.87
Motorola Solutions, Inc.	Watchguard warranty/software, crime reports	33,806.86
Mueller Systems	wall brackets for meters	613.40
Mullinax Concrete Service & Irrigation	sika flex	353.90
Napa Auto Parts	Parts and supplies	1,664.93
Newman Traffic Signs	this side of street signs	377.79
Norco, Inc	Supplies	1,010.43
Office of the Attorney General	Crime Victim Surcharges - July 2022	100.00
Office Shop Inc	Monthly copy charges	849.31
Office Shop Leasing	Leases	244.17
Pace Analytical Services, LLC	Testing	1,580.13
Paola Alfaro	Overpayment Refund/1444 North Heights Dr.	60.23
Pavement Markings LLC	c & c auto parking lot	775.00
Peter & Susan Orlando	Deposit Refund/1631 Yonkee Ave.	70.04
Peterbilt of Wyoming	nitrogen oxide sensor 3.20 wc	858.60
Plow Handle Gates	new keypad/elec gate @ SWTP	452.00
Pollardwater	Live tap drill bits	1,197.21
Powder River Heating & Air Conditioning, Inc	Repairs to urinal	528.08
Powder River Power Co	Parts and supplies	1,683.73
Prime Rate Motors	2018 Ford Explorer	33,995.00
Rachel Garrison	Deposit Refund/667 Sheri Ln	46.26
Railroad Management Company III, LLC	Railroad lease	2,052.65
Randall Engineering Surveys	Consulting-Holloway Ave btw 13th-15th Streets	3,678.50
Rebecca Hartman	Per diem, rental car and gas - negotiations traini	897.38
Rhett Wallace	Deposit Refund/814 N Custer St. #102	77.36

Rhithron Associates, Inc.	Dome Lake algae analysis	270.00
Richard A Burke Jr	Honorarium for sculptures FY23	1,000.00
Rocky Mountain Discount Sports	oasis canopy 10x10	379.98
Ryan Walker	Deposit Refund/81 Davis Tee	101.97
SAFEbuilt, LLC	plan review and building official thru July 31,22	12,650.00
Samsara	GPS Software for SW 3-8 3-13 3-20 701 7002	1,642.80
Schuster Construction	Balance Refunds/Schuster Construction	103.07
Seliena Parker	Donuts for Safety Meeting 08-18-22	9.99
Servall Uniform & Linen Supply	Rug cleaning	1,535.58
Servicewear Apparel Inc	Uniforms	1,137.70
Shannon Greenelsh	Deposit Refund/2554 Coffeen Ave.	52.88
Sheridan Commercial Co.	Supplies	1,308.71
Sheridan County Historical Society and Museum	4th QTR GPET payment	4,625.00
Sheridan County Treasurer	4th QTR FY22 Air service	3,703.92
Sheridan Econ-O-Wash	uniform laundry	118.00
Sheridan Express, LLC	Tires Hauled for Recycling 08-24-22	3,258.50
Sheridan Fire Equipment	New extinguisher and recharge another	125.00
Sheridan Lock & Key	G Keys for City Hall/Bandshell improvements	614.50
Sheridan Media	930 kroe news talk 93.7coyote country q104.9	112.00
Sheridan Motor Inc	oil change shift to park message 1.22 pd	1,383.42
Smith Psychological Services LLC	Pre-employment exam & protocols - Heid	400.00
Source Office & Technology	copy paper, post-it notes and memo pads	93.00
Spark Innovations, LLC	work on underground in park in january	2,679.83
Stantec Consulting Services Inc.	Sheridan Main St Dowl to Burkitt Engineering #5319	5,343.50
State of Wyoming	Origination Fees	36,000.00
Stephanie Stacy	Deposit Refund/410 E Montana St.	125.00
Sunrise Homes Construction, LLC	Balance Refund/2165 Paint Rock Rd.	34.49
Thatcher Company	Soda Ash 2000 lb (21) bags	16,885.00
Thomas J Klepperich	Judge Hours June 2022	2,840.00
Timothy Butler	Deposit Refund/730 S Main St.	98.84
Tire Rama	Tires and repairs	888.45
Tires for Reclamation, Inc.	Tire Recycling 08-24-22	4,189.50
Tongue River Stone Inc.	3/4 minus rock	2,074.10
Top Office Products Inc	Office supplies	447.41
Transaction Warehouse, Inc	7.2022 Iweb Profile Payments	3,956.40
Trihydro Corporation	Semi Annual Groundwater Monitoring - July 2022	32,400.96
TW Enterprises, Inc	Annual Servicing of Emergency Generators	2,486.98
U.S. Army Corps of Engineers, Omaha District	ACOE G.I. Remainder of Cash Match FY23	500,000.00
UPS	shipment to State Vet Lab	18.86
USA Blue Book	PVC coated Aprons (4)	86.70
Vertical Door Solutions, Inc.	Replace Capacitor on SWR Door	147.25
VRM, Inc.	Parts and services	9,128.69
Water Products & Solutions	Water	123.20
Weed Warriors	kroe lane corners works and s elk mydland pathway	2,600.00
Western Emulsions, Inc.	css1h tack oil	638.58
Winsupply of Sheridan Wy Co	Parts and supplies	7,109.94
Wyatt Winebrenner	Deposit Refund/703 N Gould St.	97.25
Wyoming Department of Transportation	East 5th St Corridor-WYDOT Design/N Sheridan Interchange	163,359.24
Wyoming Electric, Inc.	disconnect ball washer at golf course/camera install	657.34
Wyoming Machinery Co	clean diesel particulate filter 3.32	250.00
Wyoming Rents	equipment rental	295.00
YMCA	Styku Body Scans for Wellness Program	1,550.00
Zach Root	Deposit Refund/14 E Works St #2	48.68
Zowada Plumbing & Heating Inc	City Hall 2nd Floor Women`s Restroom Faucet Repair	139.12
497-874-NCPERS Wyoming	Regular Payroll 08.26.22	344.00

Aflac	Regular Payroll 08.26.22	1,138.29
CITCO FCU	Regular Payroll 08.26.22	2,320.13
First Federal Savings Bank	Regular Payroll 08.26.22	9,723.94
First Northern Bank of Wyoming	Regular Payroll 08.26.22	1,082.49
HealthEquity, Inc.	Regular Payroll 08.26.22	2,285.46
IRS 941	Regular Payroll 08.26.22	79,258.50
LOCAL 276, IAFF	Regular Payroll 08.26.22	850.00
Nationwide	Regular Payroll 08.26.22	27.06
Optum Bank, Inc.	Regular Payroll 08.26.22	565.76
Orchard Trust	Regular Payroll 08.26.22	3,472.28
Security State Bank	Regular Payroll 08.26.22	777.10
Sunlight Federal Credit Union	Regular Payroll 08.26.22	1,793.34
Vantagepoint Transfer Agents 300698	Regular Payroll 08.26.22	5,503.32
WEBT	Regular Payroll 08.26.22	98,307.57
Workers' Safety &	Regular Payroll 08.26.22	10,384.82
Wyoming Retirement System	Regular Payroll 08.26.22	81,781.79
Wyoming State Disbursement Unit	Regular Payroll 08.26.22	1,543.12

Councilmember Linden moved, seconded by Councilmember Martin to approve the consent agenda.
Voice vote: unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Clint Beaver	Aye
Jacob Martin	Aye
Aaron Linden	Aye

10. Staff Update
- A. Public Works Director Hanns Mercer gave an update of Brian Washko’s visit.

OLD BUSINESS

No Old Business

NEW BUSINESS

11. Consideration of the Award of Seven 2022 Dodge Durango Police Pursuit Vehicles. Chief of Police Travis Koltiska updated the Council.

Councilmember Beaver moved, seconded by Lindento approve the purchase of seven 2022 Dodge Durango Police Pursuit Vehicles. Voice vote: unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye

Clint Beaver	Aye
Jacob Martin	Aye
Aaron Linden	Aye

12. Consideration of Fuel Donation for Goose Creek Transit/The Hub on Smith. Mayor Richard Bridger explained the process so far. Councilmember Linden moved, seconded by Martin to approve the donation of fuel to Goose Creek Transit/The Hub on Smith of up to \$100,000 for FY23. Councilmember Beaver explained that the fuel crunch experienced by Goose Creek Transit has required the Hub to backfill financial support from other programs. This subsidy would only be a stop gap for the current situation. Councilmember Brantz moved to amend the donation from \$100,000 to \$75,000, seconded by Beaver.

Voice vote on the amendment:

Mayor Rich Bridger	Nay
Kristen Jennings	Aye
Shawn Day	Nay
Steven Brantz	Aye
Clint Beaver	Aye
Jacob Martin	Nay
Aaron Linden	Nay

Motion failed 4-3. Voice vote on original motion:

Mayor Rich Bridger	Aye
Kristen Jennings	Nay
Shawn Day	Aye
Steven Brantz	Nay
Clint Beaver	Aye
Jacob Martin	Aye
Aaron Linden	Aye

Motion passed.

13. Consideration of Second Chance Sheridan Cat Rescue Request for Funding - Mayor Richard Bridger updated the Council. Citizen Harry Pollack spoke about his displeasure of the City funding non-profit organizations. John Fafoutakis also spoke against people allow their pet cats to roam outside. Councilmember Martin moved to approve the consideration, seconded by Linden. Voice vote: 5-2, motion passed.

Mayor Rich Bridger	Aye
Kristen Jennings	Nay

Shawn Day	Aye
Steven Brantz	Aye
Clint Beaver	Nay
Jacob Martin	Aye
Aaron Linden	Aye

14. Council Comments and Requests for Future Agenda Items.

A. Mayor Bridger announced that SEEDA has not rescheduled their retreat; Mayr Bridger attended WAM meeting in Casper and a NEWY meeting where the 2024 Congressional Tour was discussed.

B. SAWS has not met recently

C. No news from Sheridan Public Arts Council

D. Councilmember Beaver volunteered to serve on a Transit Community Discussion Group to study the impact and need for community transit.

15. Mayor Bridger adjourned the meeting at 8:20 P.M.

APPROVED:

Richard Bridger, Mayor

ATTEST:

City Clerk, Cecilia Good



CITY OF SHERIDAN, WYOMING

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

Treasurer

MEMORANDUM

Project Name:

Claims

From:

Karen Burtis, City Treasurer

To:

Mayor and Council

CC:

City Administrator Stuart McRae

Date:

10/03/2022

Background:

See the attached lists of claims.

Attachments

Payroll
Claims
Prepays

City of Sheridan

Missed Pay 09.22.22

Sum of Amount		
Vendor Name	Description	Total
IRS 941	Missed Hours Payroll 09.22.22	48.87
Workers' Safety &	Missed Hours Payroll 09.22.22	13.93
Wyoming Retirement System	Missed Hours Payroll 09.22.22	151.77
Grand Total		214.57

City of Sheridan

Regular Payroll paid on 09/23/2022

Sum of Amount		
Vendor Name	Description	Total
497-874-NCPERS Wyoming	Regular Payroll 09.23.22	368.00
Aflac	Regular Payroll 09.23.22	1,138.29
CITCO FCU	Regular Payroll 09.23.22	2,320.13
First Federal Savings Bank	Regular Payroll 09.23.22	9,619.77
First Northern Bank of Wyoming	Regular Payroll 09.23.22	1,030.41
HealthEquity, Inc.	Regular Payroll 09.23.22	2,285.46
IRS 941	Regular Payroll 09.23.22	79,962.59
LOCAL 276, IAFF	Regular Payroll 09.23.22	850.00
Nationwide	Regular Payroll 09.23.22	27.06
Optum Bank, Inc.	Regular Payroll 09.23.22	565.76
Orchard Trust	Regular Payroll 09.23.22	3,692.28
Security State Bank	Regular Payroll 09.23.22	854.18
Sunlight Federal Credit Union	Regular Payroll 09.23.22	1,669.17
Vantagepoint Transfer Agents 300698	Regular Payroll 09.23.22	5,405.07
WEBT	Regular Payroll 09.23.22	99,557.01
Workers' Safety &	Regular Payroll 09.23.22	10,379.64
Wyoming Retirement System	Regular Payroll 09.23.22	82,195.54
Wyoming State Disbursement Unit	Regular Payroll 09.23.22	1,435.60
Grand Total		303,355.96

City of Sheridan
Claims paid on 10/04/2022

Sum of Amount		
Vendor Name	Description	Total
A & M Service & Supply Inc.	Toner for Scale House	426.50
Ace Hardware-Newkirk	galvanized nipples and coupling for shop air comp	8.03
AlphaGraphics of Wyoming	Business cards	104.60
Altitude Recycling Equipment, LLC	Recycling Bale Wire	6,400.00
Amazon Capital Services #A33MIR27FEZN42	Supplies	4,476.73
Amber Wentz	Deposit Refund/372 Wyoming Ave.	79.50
American Maid	UM shop cleaning	450.00
American Welding & Gas, Inc.	Battery for Welding Hood	131.82
Apex Mechanical, LLC	refund owed for license renewal overpayment	150.00
Bear's Paw Embroidery	Embroidery for Steve M and Don A	70.00
Big Horn Sanitation	Port-A-Potty for SWR - July 2022-August 2022	253.00
Brian's Boot & Shoe	Boots	377.95
Brittney Charlson	Deposit Refund/1221 S Thurmond St.	7.58
Bronc Builders	R&O Design, Bidding, & CA #4701	1,567.50
Burns & Mc Donnell	T678 Landfill Closure Design #4713/Landfill Remediation Design	214,463.68
Carolyn A. Byrd	BOA and PC minutes	150.00
Carquest Auto Parts	Parts and supplies	792.99
CDG Engineers, Inc.	Gateway Pedestrian Pathway #5701	9,902.95
CED- Consolidated Electrical Distributors Inc.	Supplies	386.13
Chemtrade Chemicals US LLC	Aluminum Sulfate for SWTP	8,140.56
Cindie Tymchuck	Deposit Refund/1116 N Main St.	66.55
CMI-Teco	core return 3.32 rec general repair 3.32 rec	2,020.20
Coca-Cola Bottling Company High Country	Pallet of Water for Landfill 09-16-22	554.40
Collection Professionals Inc.	CPI Acct Collections 8.1.22-8.31.22	912.06
Comtronix	fire alarm testing for City Hall thru october	111.00
Craftco Manufacturing Solutions	Sculpture pedestals	2,557.68
Creeside Dental, LLC	Deposit Refund/642 Val Vista St. #A	42.08
Croell Redi-Mix Inc.	T-678 Cell Closure #4713	1,553.50
Dana Kepner Company	Supplies	3,680.33
Daniel Keller	uniform polo and pants	145.52
Dixon Land Management and Consulting Inc	Abatement - 22P006842/Mowing for WTP	1,350.00
DLT Solutions, LLC	AutoDesk/CAD Software - Annual Renewal	8,590.48
Emily & Steven Breznau	Deposit Refund/252 Lewis St.	77.71
Employ, LLC	Temporary Labor	18,878.88
Energy Laboratories, Inc	TOC Testing - Aug	223.00
Energy Management Corporation	Exhaust fan Motor	534.97
Enviro-Clean Intermountain, LLC	guide wheel ring sleeve filter unit circlip wear k	1,682.77
Erica Cook	Deposit Refund/471 S. Sheridan Ave.	77.07
Excalibur Construction, Inc	Deposit Refund/2388 Excalibur Way	15.35
Fastenal Company	Masonry Drill Bit	78.00
Ferguson Waterworks #1701	3/4inch meters	9,584.50
Fletcher Construction Co	City Hall - 3rd Floor mob, demo & supplies	3,140.00
Floyd's Truck Center WY	lh door latch 3.14 wc	115.88
Grainger, Inc.	1 x 2 nipple pvc	7.60
Gunner Blomquist	Deposit Report/1825 Demple St.	60.00
Hach Company	PH Singlets 7.0	152.52
Haley McHenry	Deposit Refund/1324 Parker Ave.	9.14
Hando's Service Center	Rhino 4-62 Accident Repair	814.76
Hawkins Inc	Sodium Hexametaphosphate, Hypo, and Soda Ash	12,659.45
Heather Doke	Travel Reimbursements	1,648.92
Home Depot Credit Services	Parts and supplies	3,283.42
Humdinger Equipment LTD	Header for TANA 4-73	1,533.43
IAG Packaging, Inc.	10k 1.6cf Compost Bags	7,740.80
J&B Medical Supply, Inc.	Latex-Free Nasop Kits-Insyte Autoguard BC Shielded	487.00
Jada Redinger	Deposit Refund/315 E Loucks St.	30.02
Jerry Hammer	Deposit Refund/2035 Skyview West Dr. #3	46.26
Joe Cecconis Chrysler Complex	7-2022 Dodge Durango Police Vehicles	272,965.00
Jonathan P Syring	Wellness Participation Reimbursement	151.99
Kade Blakeman	Deposit Refund/125 W Nebraska St.	62.79
Karla Krinke	Per diem and fuel to Snowmass for training	438.97
Kayla Andrews	Deposit Refund/165 W 4th St.	26.10
Kilpatrick Creations Inc.	Uniform Shirts	110.00

Vendor Name	Description	Total
Knecht Home Center	Quickrete grout	90.12
Kois Brothers Equipment, Co.	Parts	5,928.04
Larry Geraldine Roberts	Balance Refund/1736 Warren Ave	47.75
Latitudes Travel Inc	Airline travel - S.McRae - ICMA Conf - Columbus, O	1,235.20
Life Steps of Wyoming, LLC	Deposit Refund/1655 & 1657 Holloway Ave	95.30
Luke A Goddard	Medical Doctor Coverage for October 2022	500.00
Maria Rosalez	Deposit Refund/161 W 6th St.	45.06
Mark Galloway	Wellness Participation Reimbursement	200.00
Mary McDougall	Deposit Refund/565 W Works St.	35.53
Matthew Heath	Deposit Refund/1024 Arlington Blvd	48.41
Matthew Pecukonis	Deposit Refund/1518 Parker Ave.	85.90
Meg Montgomery	Deposit Refund/831 Gladstone #B	38.92
Mid-American Research Chemical Corp	deoderizer for manholes	338.05
Midland Implement Co Inc	toro belt -poly 4.16 park	275.60
Mike & Leah Updike	SAWS Refund/16 Sherri View dr.	150.43
Morrison-Maierle, Inc.	N. Sheridan Interchange #4729	573.75
Motorola Solutions, Inc.	APX6500 mobile radio for new unmarked car	3,848.25
MT2, LLC	Water Refund/737 & 747 N Gould St.	249.14
Mueller Systems	Mi.Net annual fee/annual software fees/meters	57,725.31
Napa Auto Parts	Parts and supplies	1,857.60
Newman Traffic Signs	special traffic signs and replacements	2,228.96
Norco, Inc	Uniforms and supplies	1,998.41
Office Shop Inc	Copier charges	668.84
Office Shop Leasing	Copier leases	154.63
Pace Analytical Services, LLC	BacT testing- Sept (18 Samples)	879.66
Peterbilt of Wyoming	cores returned wc particulate filter 3.20 wc	5,755.37
Pollardwater	breakaway hydarnt meter lock	415.19
Powder River Heating & Air Conditioning, Inc	Winter Heater Maintenance - Landfill	280.24
Powder River Power Co	sb205-16 insert bearing fl205 housing 4.16 parks	34.43
Public Safety Center, Inc.	gun storage boxes	212.41
Pump & Process Solutions	Paco Pump Repair (Raw sewage pump)	30,566.09
Quality Code Publishing	Code supplement 49	1,725.70
Rhithron Associates, Inc.	Phytoplankton Sample Analysis	235.00
Richard Russell	Deposit Refund/1525 Leopard St.	30.51
RoadSafe Traffic Systems, Inc.	Pavement Preservation #4711	2,301.75
Rocky Mountain Discount Sports	Waders	124.99
SAFEbuilt, LLC	plan review and building official thru Aug 31, 22	11,001.00
Sally A Perrine	Deposit Refund/2007 Quail Ct.	103.23
Seliena Parker	Donuts for Safety Meeting 09-15-22	9.99
Servall Uniform & Linen Supply	Rug cleaning	576.80
Servicewear Apparel Inc	credit on jean return	(80.50)
Shawna Barker	Deposit Refund/945 Werco Ave	66.14
Sheridan Artist Guild Et al	SPAC administration July-August 2022	2,000.00
Sheridan Commercial Co.	Supplies	577.01
Sheridan County Chamber of Commerce	Sheridan Community Review - EDTF Marketing	2,000.00
Sheridan County Public Health	John Spain immunization shots	205.00
Sheridan County Public Works	pdfs	14.00
Sheridan Econ-O-Wash	Laundry Service	110.00
Sheridan Express, LLC	Hauled Tires to Montana 09-19-22	813.75
Sheridan Motor Inc	transmission valve body replacement 2.67 st	1,695.87
Sherwin Williams	5 gal strainer	107.60
Sounthaly Sirivath	Deposit Refund/458 Park St.	38.83
Source Office & Technology	legal pads, staple remover, pencil holder, clip	44.78
Spencer Reid	Deposit Refund/308 Wyoming Ave.	68.99
Stalker Radar	Rador Repair - 2 units	605.00
Steady Stream Hydrology, Inc.	ACOE 1135 Design Project #5705	4,819.61
Stephen & Renae Hayman	Account Refund/1696 Hillcrest Dr.	202.04
Teara Liebee	Deposit Refund/736 Emerson St.	50.00
Ted's Towing, LLC	Towed Solid Waste Truck 3-14	200.00
Tegeler & Associates	Liability Insurance for 2022 Pumpkin Festival	464.29
Thomas J Klepperich	Judge Hours August 2022	3,420.00
Tire Rama	Tires and repairs	338.00
Tires for Reclamation, Inc.	Tire Recycling 09-19-22	1,396.56
Top Office Products Inc	Copy count and office supplies	166.20
Total Comfort Heating &	installation of cooling system for city hall	6,085.00
Tri State Truck & Equipment, Inc	tandum pump 3.32 rec	1,633.73
TW Enterprises, Inc	Annual Generator Service Water Treatment & Supply	5,031.14
VRM, Inc.	Labor	4,146.20

Vendor Name	Description	Total
Winsupply of Sheridan Wy Co	Epoxy,PVC repair	520.56
WREGIS	WREGIS Certificates for Act ID 1421	1.80
Wyoming Department of Transportation	E 5th St Corridor #4759	47,306.16
Wyoming Electric, Inc.	Locates for Oil Tank Pad	163.00
Wyoming Machinery Co	Filter and O Ring for Little Loader 4-79/clean filter	4,110.15
Wyoming Rents	Drill Rental and bit	187.00
YMCA	Styku Body Scans	200.00
Zowada Plumbing & Heating Inc	Replaced zone valve in station Inv 32245	216.00
Grand Total		828,155.09

City of Sheridan
Prepays paid on 09/16/2022

Sum of Amount		
Vendor Name	Description	Total
CenturyLink Communications, LLC	Scada lines and extensions	2,099.85
Montana Dakota Utilities	PUMP stations, lift stations	23,214.07
Office of the Attorney General	Crime Victim Surcharges - August 2022	200.00
Pitney Bowes Inc	August Postage	1,200.00
Stansteel Corporation	asphalt silo	87,730.00
Wyoming Dept of Revenue	Vendor 41-1 August 2022	323.82
Grand Total		114,767.74



CITY OF SHERIDAN, WYOMING

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

Fire Rescue

MEMORANDUM

Project Name: Fire Prevention Week - Fire Chief Gary Harnish
From: Gary Harnish, Fire Chief
To: Mayor and Council
CC: City Administrator Stuart McRae
Date: 10/03/2022

Background:

Please see the attached proclamation.

Attachments

Fire Prevention Week Proclamation

FIRE PREVENTION WEEK 2022

Mayoral Proclamation

WHEREAS, the City of Sheridan, Wyoming, is committed to ensuring the safety and security of all those living in, working and visiting our city; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires caused 2,580 civilian deaths in the United States in 2020, according to National Fire Protection Association (NFPA), and 1 civilian death in the city of Sheridan in 2022; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, Sheridan residents should be sure everyone in the home understands the sounds of smoke alarms and knows how to respond; and

WHEREAS, Sheridan residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Sheridan residents will make sure their smoke and carbon monoxide (CO) alarms meet the needs of all their family members, including those with sensory and physical disabilities; and

WHEREAS, Sheridan firefighters are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Sheridan residents that are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2022 Fire Prevention Week theme, "Fire won't wait. Plan your escape.", effectively serves to remind Sheridan it is important to have a home fire escape plan.

NOW, THEREFORE, I Richard Bridger, Mayor of Sheridan, do hereby proclaim October 9-15, 2022, as Fire Prevention Week throughout this City, and I urge all the people of Sheridan to plan and practice a home fire escape for Fire Prevention Week 2022 and to support the many public safety activities and efforts of Sheridan Fire-Rescue and our mutual aid fire and emergency services.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sheridan, Wyoming to be affixed this 3rd day of October, 2022.


Richard Bridger
Mayor, City of Sheridan





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: Consideration of Second Reading of PL-22-30, Ordinance 2254, Cottonwood Rezone - Community
Name: Development Director Wade Sanner
From: Wade Sanner, Community Development Director
To: Mayor and Council
CC:
Date: 10/03/2022

Recommendation:

Staff recommends approval for PL-22-30, Ordinance 2254, the Cottonwood Rezone. The applicant, SSR Construction, Inc., is requesting to rezone 2.34 acres from R-3 Residence District to R-4 Residence District. Located from 372 to 598 Frank St. (PIN 56842640003800, 56842640003700, 56842640006000, 56842640003600, 56842640003500, 56842640003400, 56842640003300, 56842640003200, 56842640003100, 56842640003000, 56842640002900, 56842640002800, 56842640002700, 56842640002600, and 56842640002500).

Background:

The applicant, SSR Construction, Inc., is requesting to rezone 2.34 acres from R-3 Residence District to R-4 Residence District, located from 372 to 598 Frank Street (PIN 56842640003800, 56842640003700, 56842640006000, 56842640003600, 56842640003500, 56842640003400, 56842640003300, 56842640003200, 56842640003100, 56842640003000, 56842640002900, 56842640002800, 56842640002700, 56842640002600, and 56842640002500).

The properties to the east are mobile homes zoned R-4. The properties to the north are single-family homes under County jurisdiction, and zoned Urban Residential. Properties to the west are multi-family homes zoned R-3. Properties to the south are multi-family homes zoned M-1. The applicant is proposing the rezone in order to continue the zoning to the east. The subject properties are currently vacant.

As part of the request to rezone this property, staff sent notices to the 40 property owners within 300 feet, placed a legal notice in the newspaper, and posted a sign on the property. At the time of writing this staff report, no objections or inquiries were received by staff.

PLANNING COMMISSION

The Planning Commission unanimously approved this item on Monday, September 13, 2022. No public were in attendance to comment on this item.

Discussion:

Neither the State Statute nor the City Code contains required findings that must be made in changing a property's zoning designation. The State statute does provide some requirements for zoning regulations in general, which the Planning Commission and City Council should be aware of:

WS §15-1-601(d)

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, sewage, schools, parks and other public requirements.*

- ii. With reasonable consideration, among other things, of the character of the district and its peculiar suitability for particular uses;*
- iii. With a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city or town; and*
- iv. 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, no regulation made to carry out the purposes of this paragraph is valid to the extent it constitutes an unconstitutional taking without compensation.*

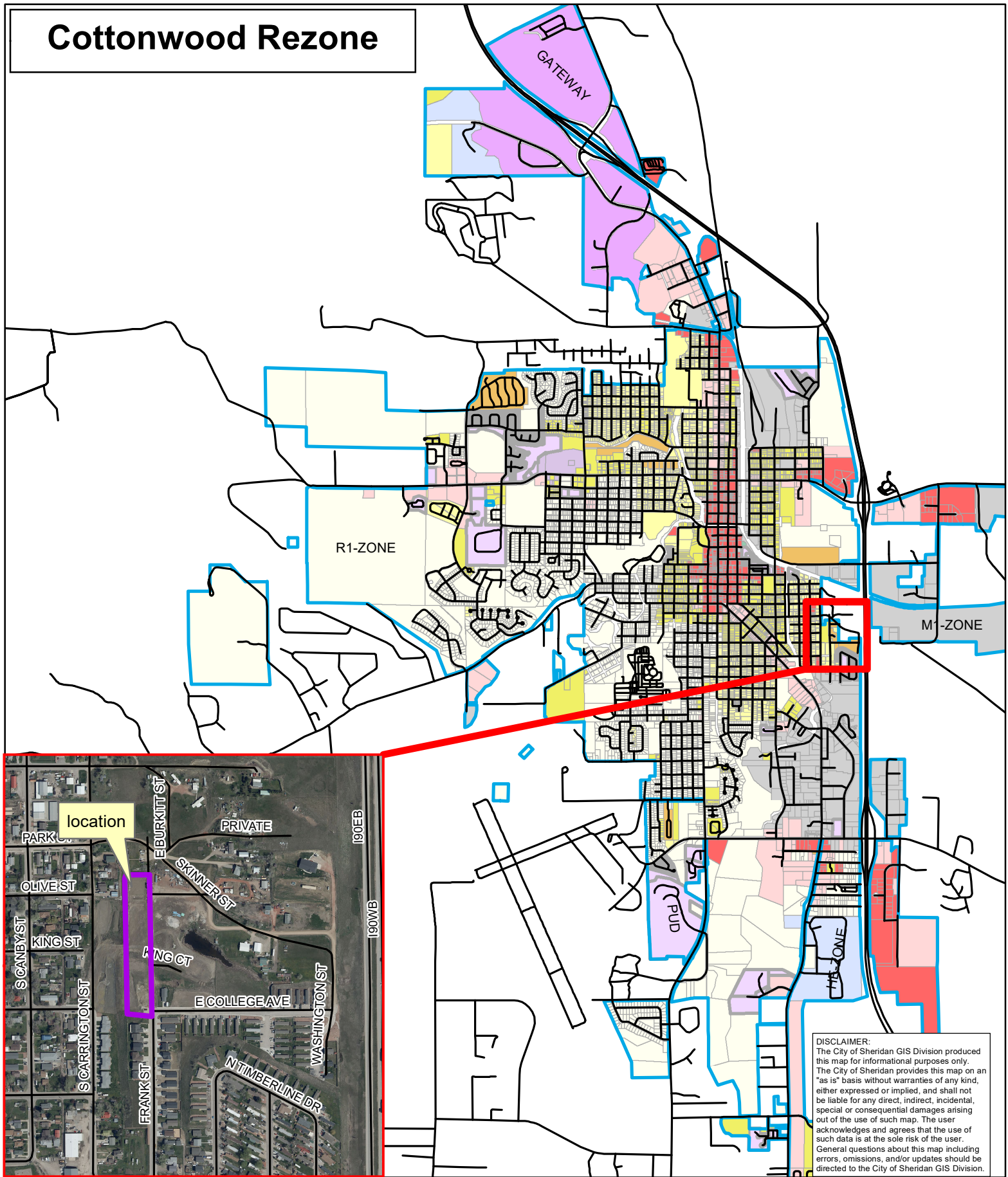
The Preamble of the City's Zoning Ordinance (Appendix A) states that the purpose of the zoning ordinance is, *"promoting the health, safety, morals and general welfare of the inhabitants of the City of Sheridan by lessening congestion in the streets; securing safety from fire, panic and other dangers 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."*

The future land use map designates this area for commercial use, so the proposed rezone is in accordance with the future land use map.

Attachments

Aerial
Rezone Petition
Rezone Exhibit
Ordinance 2254

Cottonwood Rezone



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:
Lots 25 through 38 and Tract B of Cottonwood Subdivision in the City of Sheridan
Sheridan County, Wyoming
2. SSR Construction, Inc 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
R-4.

Therefore, Petitioners pray said parcel(s) be rezoned R-4, pursuant to and in accordance with the applicable Wyoming Statutes and City Ordinances after proper notice and public hearing.

Dated this _____ day of _____, 20__.

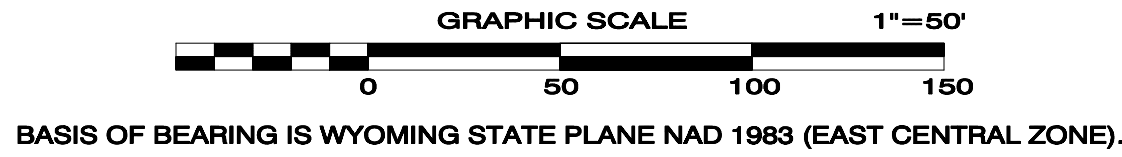
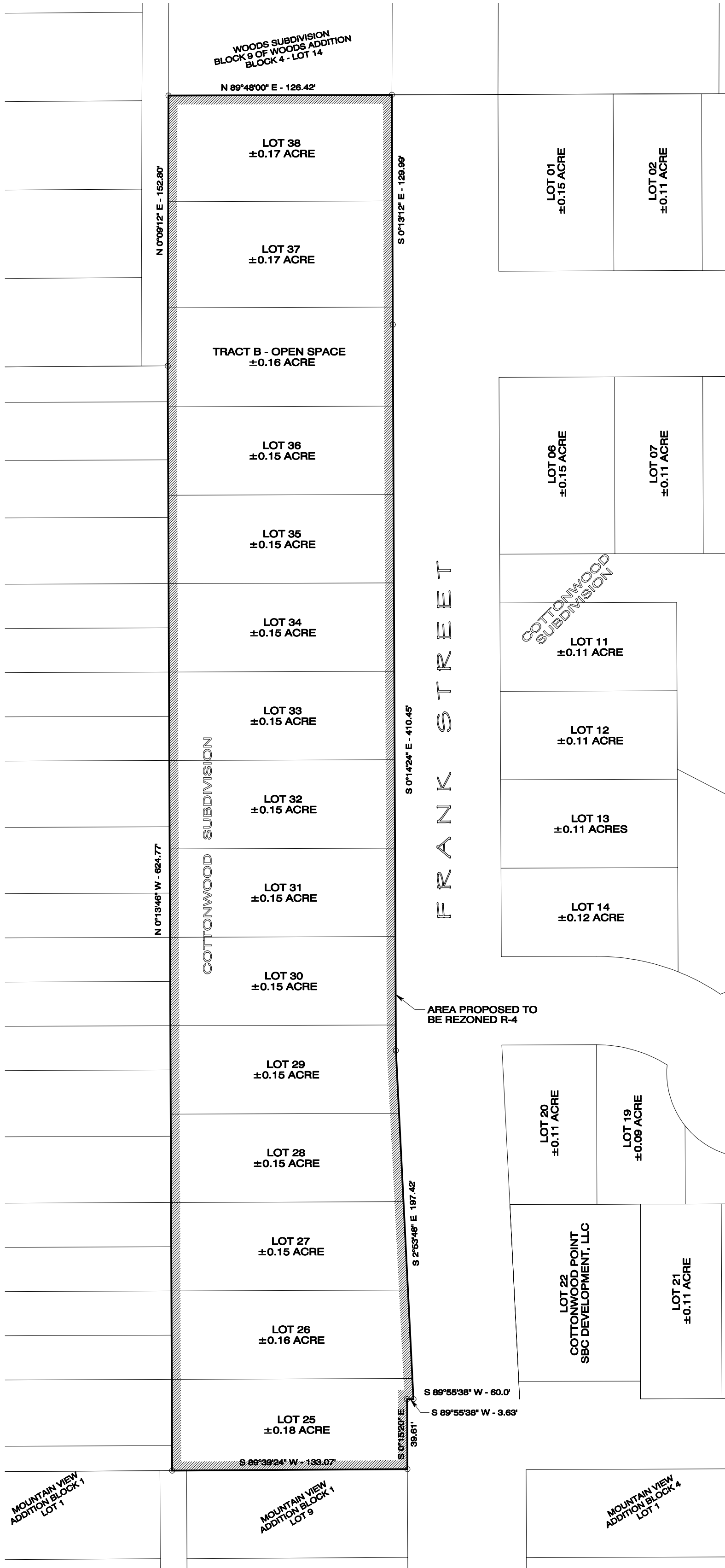
Signed by the Petitioners:

Subscribed and Sworn before me this _____ day of _____, 20__

Notary Public

My commission expires: _____

DETAIL



CERTIFICATE of SURVEYOR

State of Wyoming } ss
County of Sheridan }

I, David L. Randall, of Sheridan, Wyoming do hereby certify that I am a duly registered Professional Engineer and Land Surveyor, licensed under the laws of the State of Wyoming, that this map was made from records in the Sheridan County Clerk's Office, Sheridan County, Wyoming and from information and records in the City Engineering Office, Sheridan, Wyoming.
This map correctly represents all of the information shown hereon.

Registration No. 3159 PE & LS

CIVIL ENGINEER and LAND SURVEYOR

CERTIFICATE of RECORDER

State of Wyoming } ss
County of Sheridan }

This plat was filed for record in the Office of the Clerk and Recorder at _____ O'Clock _____ M., this _____ day of _____, 2022, and is duly recorded in Book _____, Page No. _____, Receiving Number _____.

COUNTY CLERK

LOCATION
SHOWING ADJACENT ZONING WITHIN 1000'

SCALE : 1" = 300'



N



MAP

to accompany

PETITION to REZONE PROPERTIES

being
LOTS 25 through 38
and
TRACT B

of
COTTONWOOD SUBDIVISION

in the
CITY of SHERIDAN
SHERIDAN COUNTY, WYOMING

for

SSR CONSTRUCTION, INC
12 BIG HORN MEADOWS
SHERIDAN, WYOMING 82801

ORDINANCE NO 2254

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, from an R-3 Residence District to a R-4 Residence District; for the properties located at 372 to 598 Frank Street.

WHEREAS, the owner of the following described land has petitioned the City Council to rezone the same from an R-3 Residence District to a R-4 Residence 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-3 Residence District to the R-4 Residence District, to wit:

Lots 25 through 38 and Tract B of the Cottonwood Subdivision in the City of
Sheridan, Sheridan County, 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 _____, 2022

ATTEST:

Richard Bridger, Mayor

Cecilia Good, City Clerk
State of Wyoming)
)SS
County of Sheridan)

Subscribed and sworn to (or affirmed) before me this _____ day of
_____, 2022 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: Consideration of City Property Use Agreement with AXE, LLC - Director of Public Works Hanns Mercer
From: Hanns Mercer, Public Works Director
To: Mayor and Council
CC:
Date: 09/20/2022

Recommendation:

Staff recommends the City Council and Mayor approve to enter into a City Property Use Agreement by and between the City of Sheridan and AXE, LLC, a Wyoming limited liability company, to place a sculpture on future city-owned property adjacent to 2571 North Main Street.

Background:

Chief Operating Officer for EMIT, Michelle Butler, reached out to the City Administrator, Stu McRae, inquiring about a project EMIT had been working on, thinking the City would have an interest in, and possibly where the sculpture could be placed.

For the last two and half years, EMIT has worked with their building architects, CLB Architects, out of Jackson, on a project called the Design Pavilion in New York City. After numerous postponements due to COVID, the event finally kicked off in early May 2022 in Time Square. Essentially, EMIT manufactured a structure that sat in Time Square for ten days on exhibit, and was then returned to its home in Sheridan on May 19, 2022. The sculpture is large, and provides a unique opportunity to engage with community members. Initially, EMIT considered putting it in the lawn area at EMIT, but inquired with the City to discuss incorporating it just off the path system behind their office.

Discussion:

The City Property Use Agreement states that the City is to receive from the Wyoming Department of Transportation certain real property located on North Main Street. AXE, LLC shall place the sculpture on the real property generally located and shown in the attachments. AXE shall construct the sculpture at its own cost and in compliance with all City Ordinances. Any electricity required for the sculpture shall be installed by AXE. AXE shall be solely responsible for the maintenance and repair of the sculpture. The City shall pay for all ongoing utilities, including electricity costs, for the sculpture.

Attachments

Agreement
Design Specs
Sculpture Pictures

CITY PROPERTY USE AGREEMENT AXE SCULPTURE

THIS CITY PROPERTY USE AGREEMENT (“Agreement”) is made and entered into by and between the **City of Sheridan** (“City”), 55 Grinnell Plaza, Sheridan WY, 82801 and **AXE, LLC**, a Wyoming limited liability company (“AXE”), 782 Big Goose Rd., Sheridan WY 82801, effective on the date stated below.

1. **Property Description.** The City is to receive from the Wyoming Department of Transportation certain real property located on North Main Street, in Sheridan, Wyoming, more particularly described in **Exhibit A**.
 - a. Located on the real property is an area, as shown in **Exhibit B**, which shall be subject to this Agreement. This Agreement does not create any claim of title, possession or ownership and is not intended to run with the property described in Exhibit A or B.
 - b. AXE shall place a Sculpture on the real property generally located and shown in said **Exhibit B**. Such Sculpture shall be approved by the City Parks Director prior to construction and/or placement.
 - i. AXE shall construct the Sculpture at its own cost and in compliance with all City ordinances.
 - ii. Any electricity required for the Sculpture shall be installed by AXE.
2. **Term.** This Agreement shall be perpetual until terminated as allowed herein.
3. **Ownership.** The Sculpture shall be owned by AXE; however, the bankruptcy or cessation of business of AXE shall result in the transfer of ownership of such Sculpture to the City. Should AXE desire to sell the Sculpture, the City shall be given the first option to purchase the Sculpture for its appraised value. The City shall have no right or claim to any reproduction of the Sculpture, and nothing herein shall prevent AXE from replicating the Sculpture unless the Sculpture is purchased or transferred to the City.
4. **Access.** The Sculpture and area shown in **Exhibit B** shall be open to the public and shall not be restricted by AXE; provided, however, that the City may restrict access to the Sculpture as it deems necessary.
5. **Maintenance.** AXE shall be solely responsible for the maintenance and repair of the Sculpture. The City shall maintain the areas in **Exhibit B** not utilized by the Sculpture. The level and quality of maintenance performed by the City will be at its discretion with no obligation or warranty made to AXE. Provided, AXE may maintain and improve areas in **Exhibit B** at its own cost after obtaining advance written permission from the City Parks Director.

6. **Utilities.** The City shall pay for all ongoing utilities, including electricity costs, for the Sculpture. Installation of utilities shall be at the cost of AXE.
7. **Removal and Termination.**
- a. AXE may remove the Sculpture upon providing the City with ninety (90) days' written notice.
 - b. The City may terminate this Agreement without reason by providing AXE with ninety (90) days' written notice of termination. Upon receiving such notice, AXE shall have ninety (90) days within which to remove the Sculpture. Failure to remove the Sculpture shall result in the automatic transfer of ownership and right of the Sculpture to the City.
 - c. Upon the removal of the Sculpture, AXE shall be solely responsible for restoring the disturbed area previously occupied by the Sculpture to a condition consistent with a public park. Restoration shall include the removal of all cement, placing of sod and, if requested by the City, the installation of an irrigation system.
8. **Third-Party Beneficiaries and Transferability.** The parties do not intend to create in any other party 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 parties hereto and shall inure solely to the benefit of the parties to this Agreement. This Agreement is not transferable without the written consent of the City.
9. **Indemnity/Governmental Immunity.** AXE shall assume the risk of any liability arising from the Sculpture and the real property shown in **Exhibit B**. Further, AXE shall hold harmless, defend and indemnify the City for any liability associated with the Sculpture or the real property shown in **Exhibit B**. The City does not waive governmental immunity by entering into this Agreement and specifically retains immunity and all defenses available to it as a sovereign pursuant to Wyo. Stat. § 1-39-104(a) and all other law.
10. **Modifications.** Any changes, modifications, revisions or amendments to this Agreement must be mutually agreed upon in writing by the parties.
11. **No Waiver.** The failure of the either party to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that party may have regarding that specific term or condition nor deemed a waiver of any prior or subsequent breach. If a term in this Agreement is determined to be illegal, then the rest of this Agreement shall remain in full force and effect and shall be binding upon parties.
12. **Notices.** All notices required herein shall be delivered to the addresses stated above and shall be deemed to have been delivered upon being placed in the United States First Class mail. Notices to the City shall be directed to the Attention of the City Parks Director.

13. Miscellaneous. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Fourth Judicial District, Sheridan County, Wyoming.

DATED this _____ day of _____, 2022.

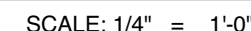
CITY OF SHERIDAN

AXE, LLC, a Wyoming limited liability company

By: _____
Richard Bridger, Mayor

By: _____
Casey Dean Osborn, Authorized Agent

Attest: _____
City Clerk





PROJECT DESCRIPTION

- 1. Project consists of a public art piece composed of steel and wood supported on slab on grade. The piece is approximately 24-feet diameter in plan and 20-feet in height.
- 2. This structure has been designed per the requirements of the jurisdiction of Sheridan, Wyoming. This is to be the permanant location of the art piece. Design criteria is defined on this sheet.
- 3. This description is for general orientation only. The General Contractor is responsible for all scope items described in the drawings and project specifications as well as for all material and labor that can reasonably be inferred there from.

GENERAL APPLICATION

- 1. These drawings must be used in conjunction with the architectural drawings on the project to clearly define all requirements for construction.
- 2. No Contractor should attempt to bid nor construct any portion of this project without consulting the project architectural, mechanical, and electrical documents.
- 3. All things which, in the opinion of the Contractor, appear to be deficiencies, omissions, contradictions or ambiguities in the drawings shall be brought to the attention of the Structural Engineer. Corrections or written interpretations shall be issued before affected work may proceed.
- 4. The Contractor shall inform the Structural Engineer, clearly and explicitly in writing of any deviation or substitution from requirements of the contract documents. Contractor shall not be relieved of any requirement of the contract documents by virtue of the Structural Engineer's review of shop drawings, project data, etc., unless the Contractor has clearly and explicitly informed the Structural Engineer in writing of any deviations or substitutions at time of submission.

MISCELLANEOUS NOTES

- 1. The Contractor is solely responsible for all safety regulations, programs and precautions related to all work on this project.
- 2. The Contractor is solely responsible for the protection of persons and property either on or adjacent to the project and shall protect it against injury, damage, or loss.
- 3. Means and methods of construction and erection of structural materials are solely the Contractor's responsibility.
- 4. The structure is designed to function as a unit upon completion of construction of the project and then, only to support the design loads indicated. The Contractor is responsible for means, methods and sequence of construction and the adequacy of the structure to support loads occurring during construction of the project. Furnish all temporary bracing, shoring, and/or support as may be required.
- 5. No openings, nor any change in size, dimension or location shall be made in any structural element without written approval of the Structural Engineer.
- 6. Do not place equipment when shipping or operating weight exceeds weight indicated on structural drawings.
- 7. Show all openings through structural members on shop drawings and submit for review. Openings not shown on structural drawings are subject to acceptance and shall be specifically indicated for review and acceptance.
- 8. Do not scale these drawings, use the dimensions shown. In case of conflict, request clarification from Architect and Structural Engineer.
- 9. No structural modifications, alterations, or repairs shall be made without prior review by Structural Engineer. Submit details and calculations prepared by a professional engineer registered in state where project is located and employed by Contractor.

SPECIFICATIONS

- 1. These General Notes are intended to function as the structural portion of project specifications.

SUBMITTALS

- 1. See Material sections of these General Notes for required shop drawings.
- 2. Submit one (1) copy of the required information (Manufacturers Data, Shop Drawings, etc) via electronic media (PDF or similar).
- 3. Reproducible copies of contract documents shall not be used.
- 4. Submittals shall be sent directly to the Architect for review and distribution.
- 5. Submittals shall be reviewed by Contractor and Subcontractor prior to submission. Drawings shall bear Contractor's approval stamp accepting responsibility for coordination of dimensions shown in the contract documents, quantities and coordination with other trades.
- 6. Allow 14 calendar days in the Structural Engineer's office for review of submittals.
- 7. Submittals will be returned to the Architect with Structural Engineer's review comments via electronic media.

STRUCTURAL DESIGN CRITERIA		
Building Code: 2018 International Building Code		(Note 1)
Local Jurisdiction: City of Sheridan, Wyoming		
Risk Category: II		
Wind Loading (solid freestanding sign)		
Basic Wind Speed	V _{ult} = 115 MPH	V _{add} = 90 MPH
Exposure Category	C	
A _s	420 sf	
Ultimate Wind Base Shears		
East/West	14.5 K	
North/South	14.5 K	
Seismic Loading		
Seismic Importance Factor, I _s	1.0	
Mapped Spectral Response Acceleration		
S _s	0.30	
S ₁	0.06	
Site Class	D (default)	
Spectral Response Coefficients		
S _{DS}	0.031	
S _{D1}	0.10	
Seismic Design Category	B	
Basic Seismic Force Resisting System	Structural Steel System Not Specifically Detailed for Seismic Resistance	
Response Modification Factor, R	3.0	
Over-Strength Factor, Ω _o	2.5	
Deflection Amplification Factor, C _d	3.0	
Seismic Response Coefficient, C _s	0.062	
Analysis Procedure Used	Equivalent Lateral Force	
Ultimate Seismic Base Shears		
East/West	3.0 K	
North/South	3.0 K	
Snow Loading		(Notes 2,3,4,6)
Ground Snow Load, P _g		30 PSF
Minimum Flat Roof Snow Load, P _f		30 PSF
Importance Factor, I _s		1.0
Terrain Category		B
Exposure Factor, C _e		1.0
Thermal Factor, C _t		1.2
Slope Factor, C _s		1.0
Live Loads and Superimposed Dead Loads		(Notes 5,6)
Floor Dead Load		15 psf
Floor Live Load		100 psf
Foundations		
Structure is designed to be supported on a relatively flat surface with an allowable bearing capacity of 1.5 ksi (service level). Steel leveling plates are used to level the base framing. Prior to installation of vertical fins and central planting, wood dunnage shall be placed under steel framing to distribute dead and live loads to support surface.		
NOTE: The governing building code defines the applicable edition of referenced codes and standards. Where governing building code does not define referenced codes and standards, the latest edition shall be used.		

FOUNDATIONS

GENERAL:

- 1. The foundations have been designed based on the design criteria and the Geotechnical Report referenced in the Structural Design Criteria section. Earthwork and foundation soil preparation shall be performed to provide soil properties meeting the design criteria.
- 2. The Geotechnical Engineer shall inspect and test soils, earthwork and foundations - see special inspection and quality assurance sections of the general notes. Prior to placing foundations and slabs-on-grade, obtain approval from the Geotechnical Engineer indicating earthwork and soil preparation has been performed adequately to conform to the foundation design criteria.
- 3. [Provide [X]] void form beneath all [pier caps, grade beams, and structural slabs at grade] per the Geotechnical Report.]
- 4. Bottom of exterior footings, grade beams, and walls shall bear below final exterior grade for frost protection - see structural design criteria section of the general notes.
- 5. Foundation walls or grade beams having earth placed on each side shall have both sides filled simultaneously to maintain a common elevation.
- 6. Contractor shall provide continuous site drainage by a mechanical method to control surface and underground water as required to maintain a dry working site.

CAST-IN-PLACE CONCRETE

GENERAL:

- 1. All concrete work shall conform to ACI318 and ACI 301 and tolerances shall conform to ACI 117 unless noted otherwise. Contractor shall keep a copy of these references on site at all times.
- 2. Concrete Compressive Strength – See "Concrete Mix Design Requirements" Table
- 3. Materials – See "Concrete Materials Designation" table

FORMING:

- 1. All formwork shall conform to Class B finish in accordance with ACI 117 unless noted otherwise by architectural drawings. Refer to architectural drawings for architectural finish concrete.
- 2. Comply with requirements of ACI 301 for removal of formowrk. At non-positive tensioned concrete slabs, formwork shall remain in place a minimum of 7 days and until the concrete reaches the specified 28 day strength.

REINFORCING AND EMBEDDED ITEMS:

- 1. Provide standard hooks on bars terminating at a concrete face unless noted such as at edges of openings, slab edges, expansion joints, ends of beams, and ends of walls.
- 2. Splice bars with class B contact laps per the reinforcing contact lap splice length table, unless noted otherwise.
- 3. Unless noted, provide continuous reinforcing around corners and through construction joints, control joints, contraction joints, and joints between all abutting members. Provide epoxy coated reinforcing through construction joints at garage slabs and slabs exposed to de-icers.
- 4. Welding of reinforcing is prohibited, unless noted otherwise and shall conform to ASTM A706.

PLACING AND FINISHING:

- 1. Handling, placing, constructing, and curing shall conform to ACI 301 including placement of concrete in wet weather, cold weather, and hot weather.
- 2. Curing compounds should not be used on surfaces that are to receive additional concrete, paint, tile, or other material requiring a positive bond unless the contractor has demonstrated that the membrane can be satisfactorily removed before subsequent application is made, or the membrane dissipates or can serve satisfactorily as the base for the later application.
- 3. All concrete work shall be poured in-place unless noted otherwise.

CONCRETE MIX DESIGN REQUIREMENTS							
Element	f'c (psi)	Cement Type	Max W/C	Max Agg	Air 1,2 Content	Slump3	Exposure Class
Footings	4000, NW	I/II	-	3/4"	-	4"	F0,C0 S0,W0
Grade beams, Tiebeams, Stem Walls	4500, NW	I/II	0.45	3/4"	5	4"	F1,C0 S0,W0
Other	5000, NW	I/II	0.45	3/4"	-	4"	F0,C0 S0,W0
TABLE FOOTNOTES: 1. Minimum air content equals 5% if concrete is exposed to freezing temperature and moisture regardless of value indicated in table. 2. Tolerance on air content as delivered shall be +/- 1.5% for f'c <= 5000 psi, 1.0% for f'c>5000 psi 3. Slump tolerances as follows (ACI 117) Specified Slump not greater than 4" = +/- 1" Specified Slump more than 4" = +/- 1 1/2" Where Slump is specified as a range = No Tolerance See ACI 301 for slump of concrete before addition of plasticizers or high-range water reducing admixtures							
GENERAL CONCRETE MIX NOTES: 1. Strength (f'c) is the 28 day compressive strength at 28 days unless noted otherwise or compressive strength at the specified age. 2. Concrete is normal weight concrete unless noted otherwise. Normal weight concrete (NW) shall have a dry density of 145 ± 5 pcf unless noted otherwise. 3. Required minimum average splitting tensile strength = 6.7*√(f'c) regardless of concrete density. 4. Mix designs shall be in accordance with ACI 301. 5. Exposure Class indicates the severity of the anticipated exposure of concrete members for each exposure indicated below according to ACI 318/ACI301. Freeze Thaw Exposure noted thus: F0,F1,F2,F3 Water-Soluble Sulfate in Soil Exposure noted thus: S0,S1,S2,S3 Permeability Requirements noted thus: W0,W1 Corrosion Protection of Reinforcement noted thus: C0, C1, C2 Refer to ACI 301/ACI 318 for specific requirements based on the exposure category indicated in the mix design table above 6. Corrosion Protection of Reinforcement requirements (C0,C1,C2): Maximum water-soluble chloride ion (CL-) content in concrete, by % weight of cement Reinforced Concrete: C0 = 1.0 C1 = 0.3 C2 = 0.15 Prestressed Concrete: C0 = 0.06 C1 = 0.06 C2 = 0.06 7. Where concrete is exposed to F3 freeze thaw exposure, restrictions on maximum fly ash and/or other cementitious materials apply. Refer to Table 4.4.2 in ACI 318 for requirements							

REQUIRED CONCRETE COVER FOR NON-FIRE-RATED ASSEMBLIES	
Assembly	Cover (in)
Concrete cast against & permanently exposed to earth	3
Concrete Exposed to Earth or Weather	
#6-#18	2
#5 and smaller	1 1/2
Concrete not Exposed to Earth or Weather	
Walls, slabs #11 and smaller	3/4
Columns, beams, girders	1 1/2

CONCRETE MATERIALS DESIGNATION	
Material	Standard
Portland Cement	ASTM C150, Type I or Type II
Fly Ash	ASTM C618, Class C or F
Aggregate	ASTM C33
Water	Potable
Water Reducing Admixture	ASTM C494, Type A or Type D
High Range Water Reducing Admixture	ASTM C494, Type F or Type G
Accelerator Admixture	ASTM C494, Type C or Type E
Air Entraining Admixture	ASTM C260
Curing Compound	ASTM C309, Type I, Class A
Reinforcing Bars	ASTM A615-grade 60 (Specified Yield Strength = 60ksi)
NOTES: 1. Type III Portland cement may be used if acceptable to the Architect.	

STRUCTURAL STEEL

GENERAL:

- 1. All structural steel work shall conform to AISC 360 and tolerances shall conform to AISC 303 unless noted otherwise. Contractor shall keep a copy of these references on site at all times.
- 2. Materials – See Steel Materials Table
- 3. Qualifications - Fabricator and Erector shall be experienced in fabrication and erection of projects of similar size and complexity.

SUBMITTALS:

- 1. Submittals shall conform to AISC 360.
- 2. Submittals for structural steel shall include erection drawings, shop drawings, and mill test reports.
- 3. Erection drawings shall include plan drawings at 1/8"=1'-0" minimum scale complete with sections, elevations, and details as required to properly erect the structural steel frame.
- 4. Shop drawings shall include piece drawings which indicate cuts, connections, camber, holes, welds and dimensions as required for fabrication of the members. Part drawings are not required to be submitted unless specifically requested.

BOLTS:

- 1. Where indicated on the drawings as slip critical and where oversized or long-slotted holes are utilized in shear, bolted joints shall be slip critical. Faying surfaces shall be prepared to meet the requirements of a Class A surface, and bolts shall be installed to the fully tensioned condition.
- 2. Where bolts are subject to non-static loading, are utilized to interconnect parts of a built up compression member, or all Group B fasteners loaded in tension shall be installed to the fully tensioned condition.
- 3. Bolts not subject to the requirements for slip critical connections and not required to be fully tensioned may be installed to the snug-tight condition.
- 4. A307 bolts may be used only where indicated.

WELDS:

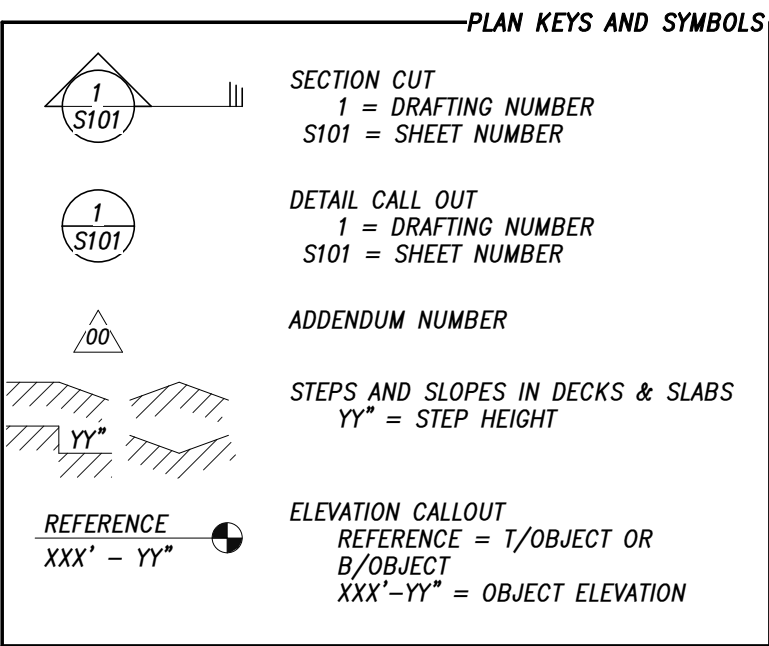
- 1. Fillet Welds: Size as indicated, but not less than AISC minimum size.
- 2. Groove Welds: Full penetration unless noted otherwise.
- 3. Welds are continuous unless noted otherwise.

SHOP CLEANING AND PAINTING:

- 1. Uncoated Steel: All steel not specifically indicated as painted steel, steel to receive spray-on-fireproofing or to be galvanized, and faying surfaces of slip critical connections shall be uncoated. Prepare surface per SSPC-SP1.
- 2. Primed Steel: Steel indicated to painted, with no specific paint requirements stated, shall have the surface prepared per SSPC-SP2 minimum and receive one coat of fabricator's standard rust-inhibitive primer paint applied to a minimum dry-film thickness of 1 mil.
- 3. Galvanized Steel: Steel indicated to be galvanized shall be cleaned, prepared, and galvanized in accordance with ASTM A123. Repair minor defects, damaged areas, and welded joints in accordance with ASTM A780. Provide vent holes as required in tube members. Provide vent hole plugs at all vertically oriented tubes.
- 4. Other specified coatings: Where indicated on the drawings, provide specified coating system as indicated. Clean and prepare steel as required by the specification or coating manufacture.

ERECTION:

- 1. No final bolting or welding shall be performed until as much of the structure which will be stiffened thereby has been properly aligned.
- 2. Field correction of fabrication or other errors will be permitted only when approved by the EOR. Finish gas-cut sections in accordance with AWS D1.1.



THE STRUCTURAL ENGINEER'S SEAL ON THIS DRAWING INDICATES THAT THE INFORMATION SHOWN AND THE CALCULATIONS PERTAINING TO THAT INFORMATION HAVE BEEN PREPARED BY QUALIFIED PEOPLE UNDER THE DIRECTION OF THE ENGINEER-OF-RECORD. THE SEAL DOES NOT IMPLY RESPONSIBILITY FOR INFORMATION PREPARED BY OTHERS NOR FOR ANY INFORMATION NOT SHOWN ON THIS DRAWING AND SUCH RESPONSIBILITY IS SPECIFICALLY DISCLAIMED. ON PHASED PROJECTS, DRAWINGS THAT ARE ISSUED BUT NOT SEALED SHALL BE CONSIDERED TO BE PRELIMINARY IN NATURE AND ARE ISSUED FOR INFORMATION ONLY.

THESE DRAWINGS ARE TO BE USED IN CONJUNCTION WITH THE ARCHITECTURAL DRAWINGS ON THE PROJECT TO CLEARLY DEFINE ALL OF THE REQUIREMENTS FOR THE CONSTRUCTION. WHERE CONFLICTS OCCUR CONTACT ARCHITECT FOR CLARIFICATION.

ISSUE:
08.30.22 For Coordination

Design Pavillion

Sheridan, WY

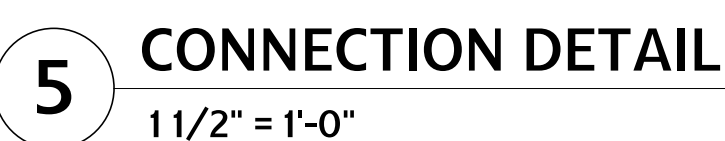
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DRAWN BY: KCS
REVISIONS:

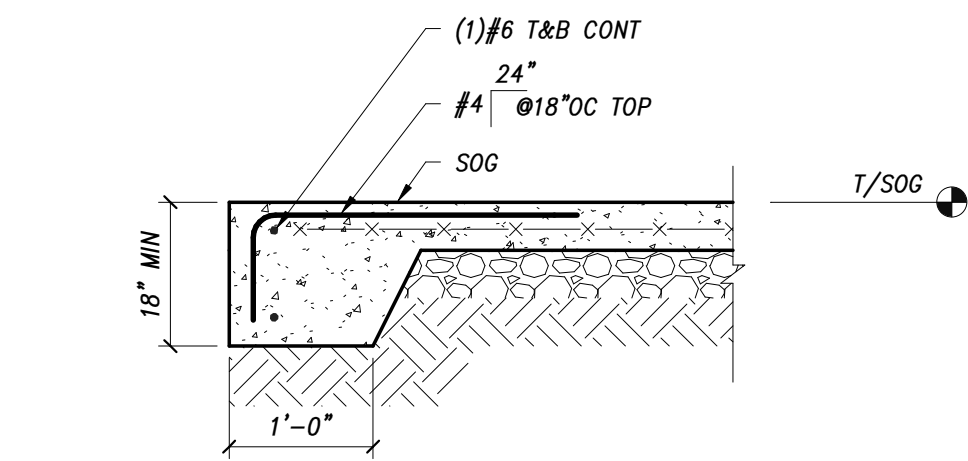
SHEET TITLE:

GENERAL NOTES

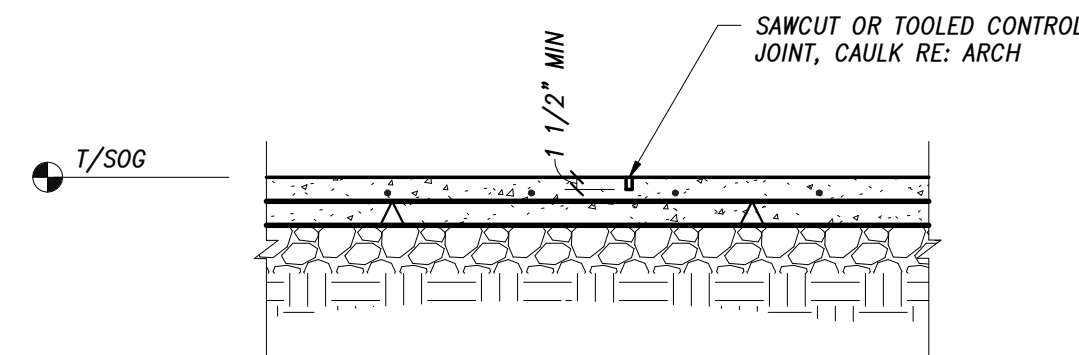
S1

NEW SHEET = ○ REVISED DRAWING = ● NO MODIFICATIONS = ● SHEET DELETED = ✕		ISSUE DATE AND TITLE	
SHEET NO.	SHEET NAME	08/30/2022 FOR CONSTRUCTION	
S1	GENERAL NOTES	○	
S2	STEEL PLAN AND DETAILS	○	
S3	PLAN AND SLAB DETAILS	○	



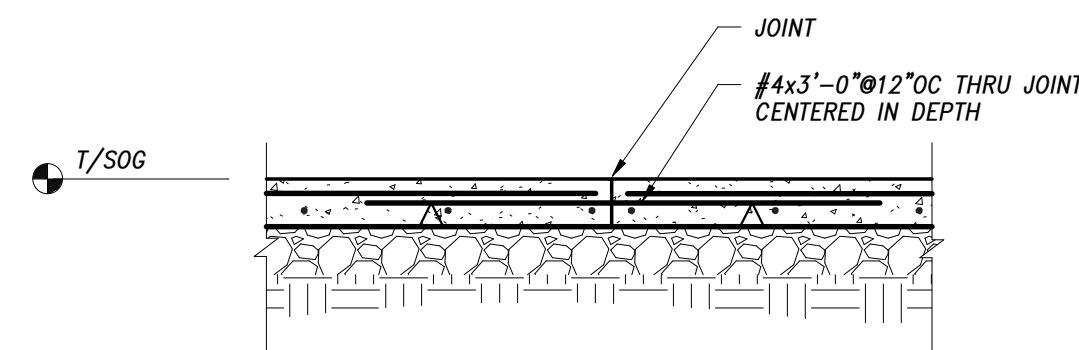


7 SLAB-ON-GRADE TURN DOWN
NTS



- NOTES:
1. SAWCUT CONTROL JOINT WITHIN 8 HOURS (MAX) OF PLACEMENT OR USE TOOLED JOINT DURING FINISHING (CONTRACTOR'S OPTION)
 2. PROVIDE CONTROL JOINTS AT 15 FT OC EACH WAY MAXIMUM SPACING, UNO. CONSTRUCTION JOINTS CAN REPLACE CONTROL JOINTS.

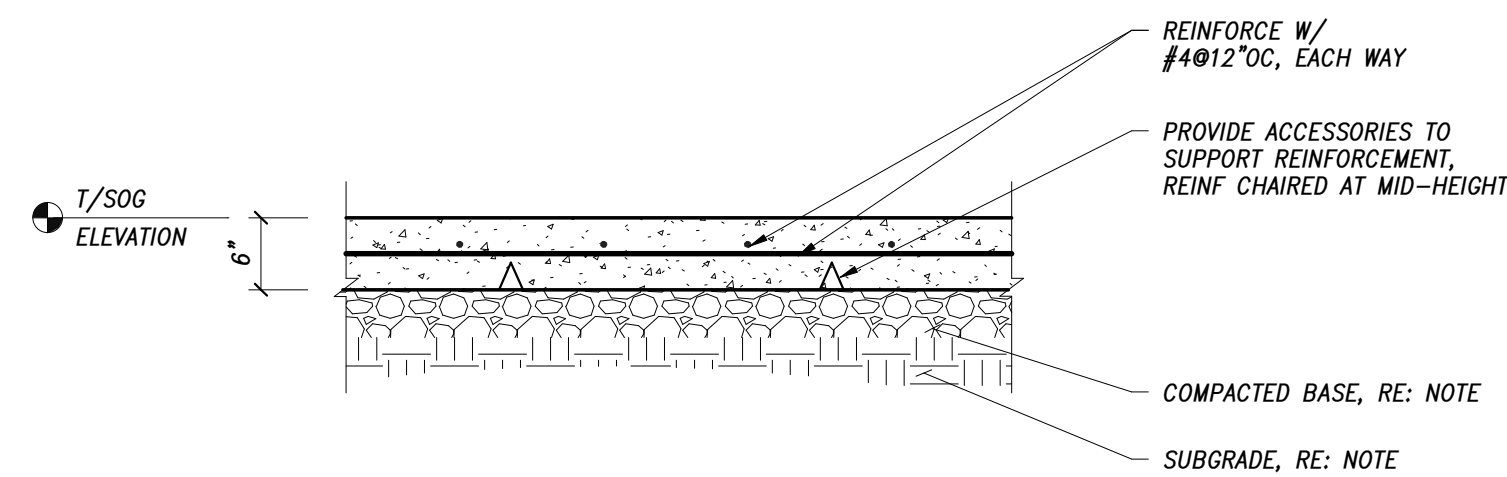
TYPICAL SOG CONTROL JOINT



- NOTES:
1. STOP REINF AT EACH SIDE OF CONSTRUCTION JOINT
 2. PROVIDE CONTROL JOINTS AT 15 FT OC EACH WAY MAXIMUM SPACING, UNO. CONSTRUCTION JOINTS CAN REPLACE CONTROL JOINTS.

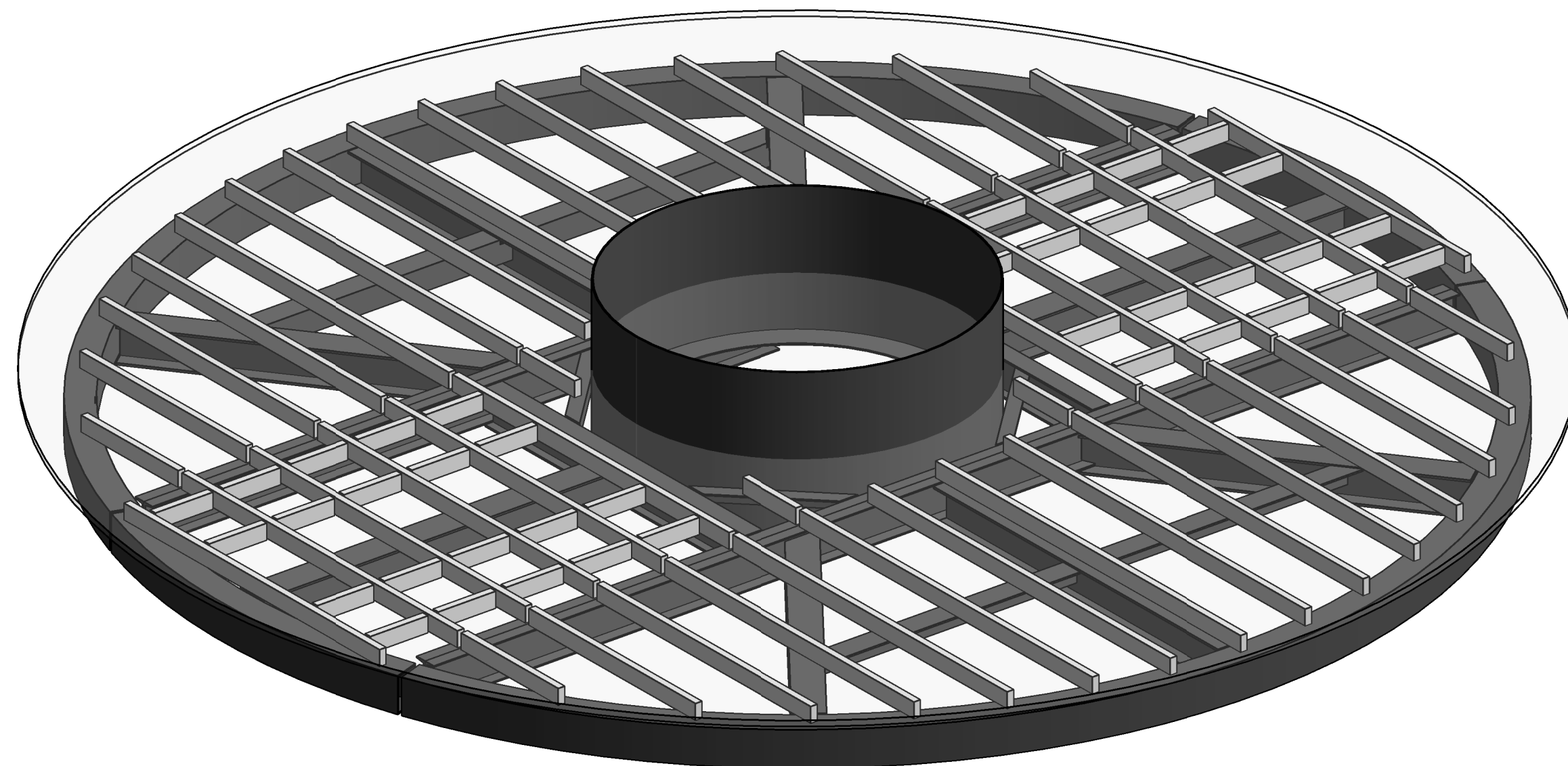
TYPICAL SOG CONSTRUCTION JOINT

6 TYPICAL SLAB-ON-GRADE JOINTING
NTS

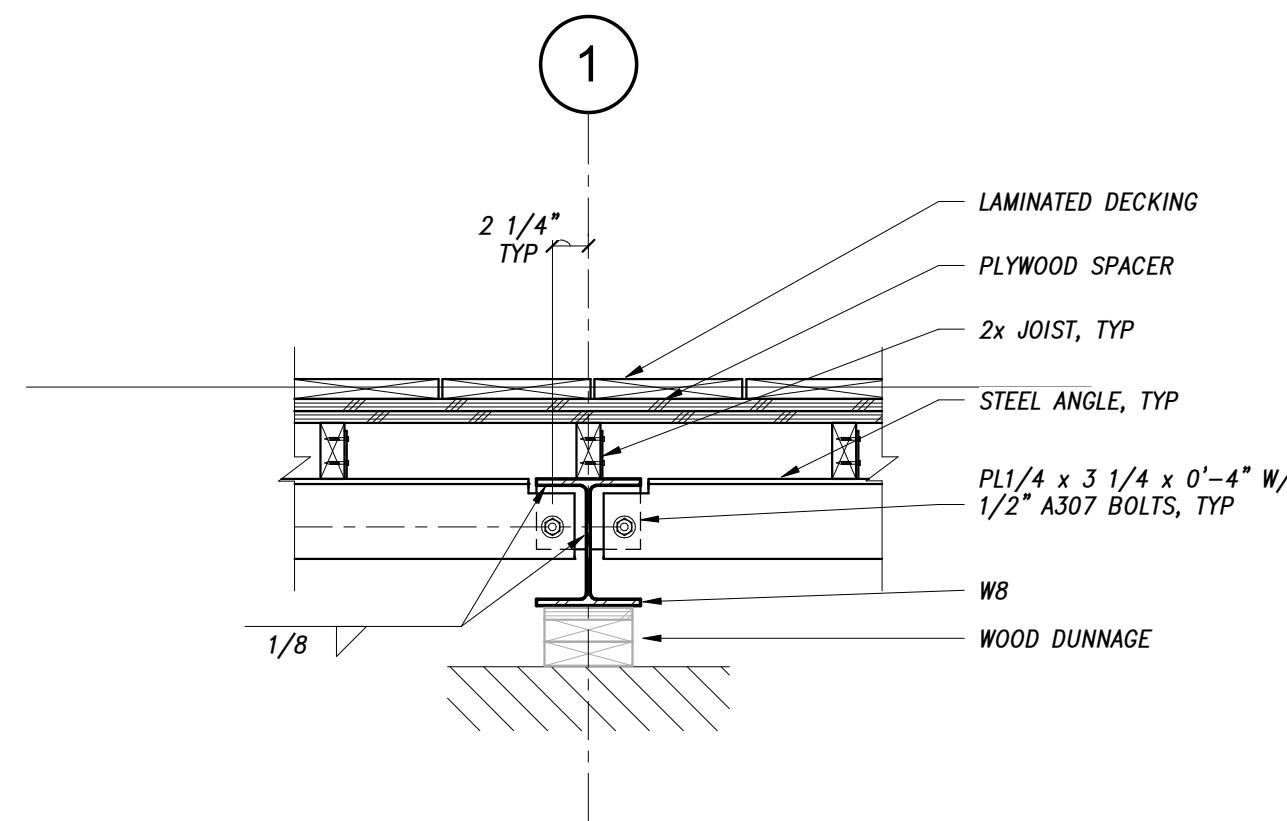


- NOTES:
1. SOG SHALL BEAR ON SUITABLE SUBGRADE MATERIAL AS SPECIFIED BY THE GEOTECHNICAL ENGINEER.
 2. PROVIDE MIN 4" FREE DRAINAGE COMPACTED BASE TYPICAL UNO BY GEOTECHNICAL ENGINEER.

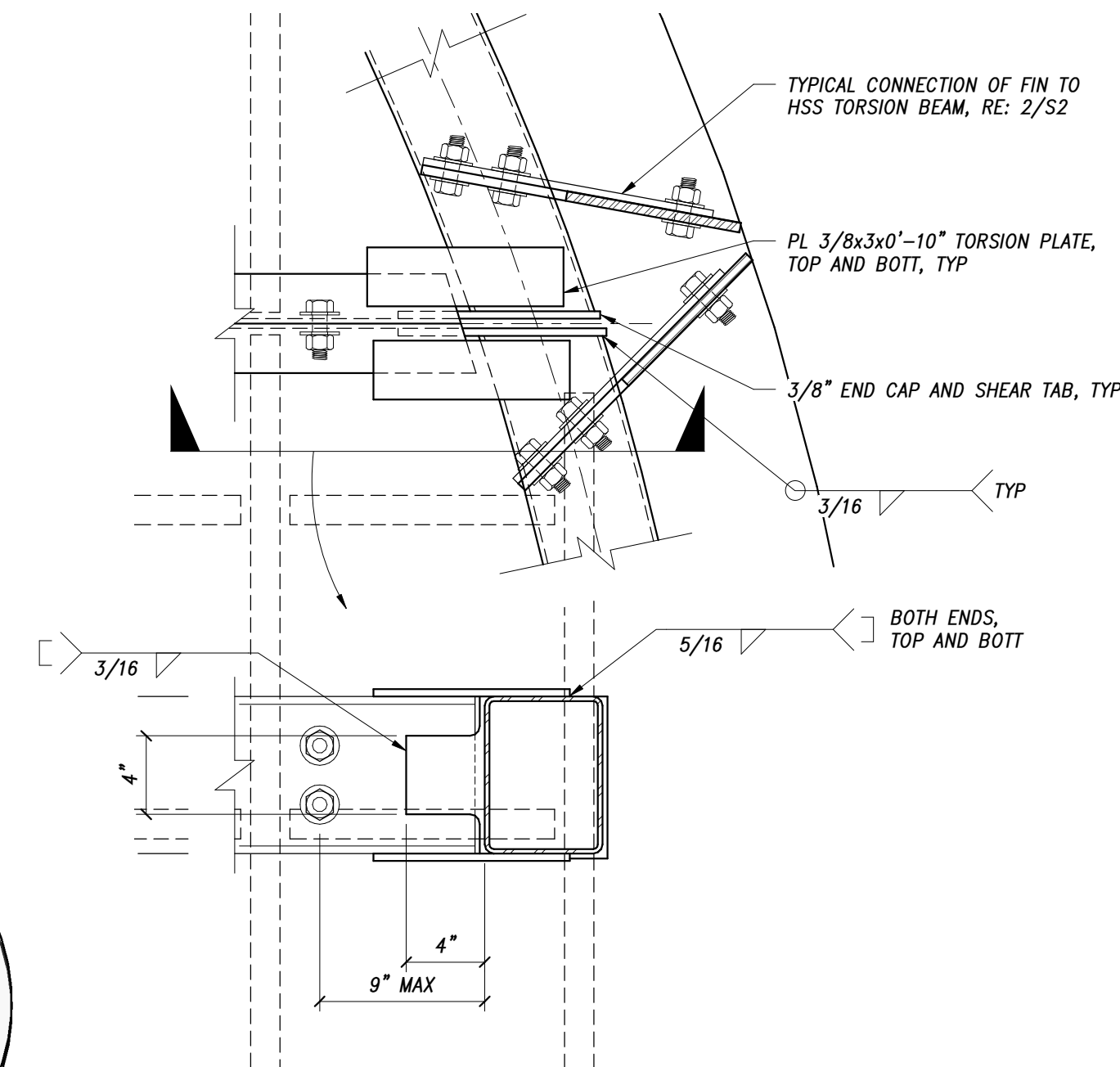
5 TYPICAL SLAB-ON-GRADE
NTS



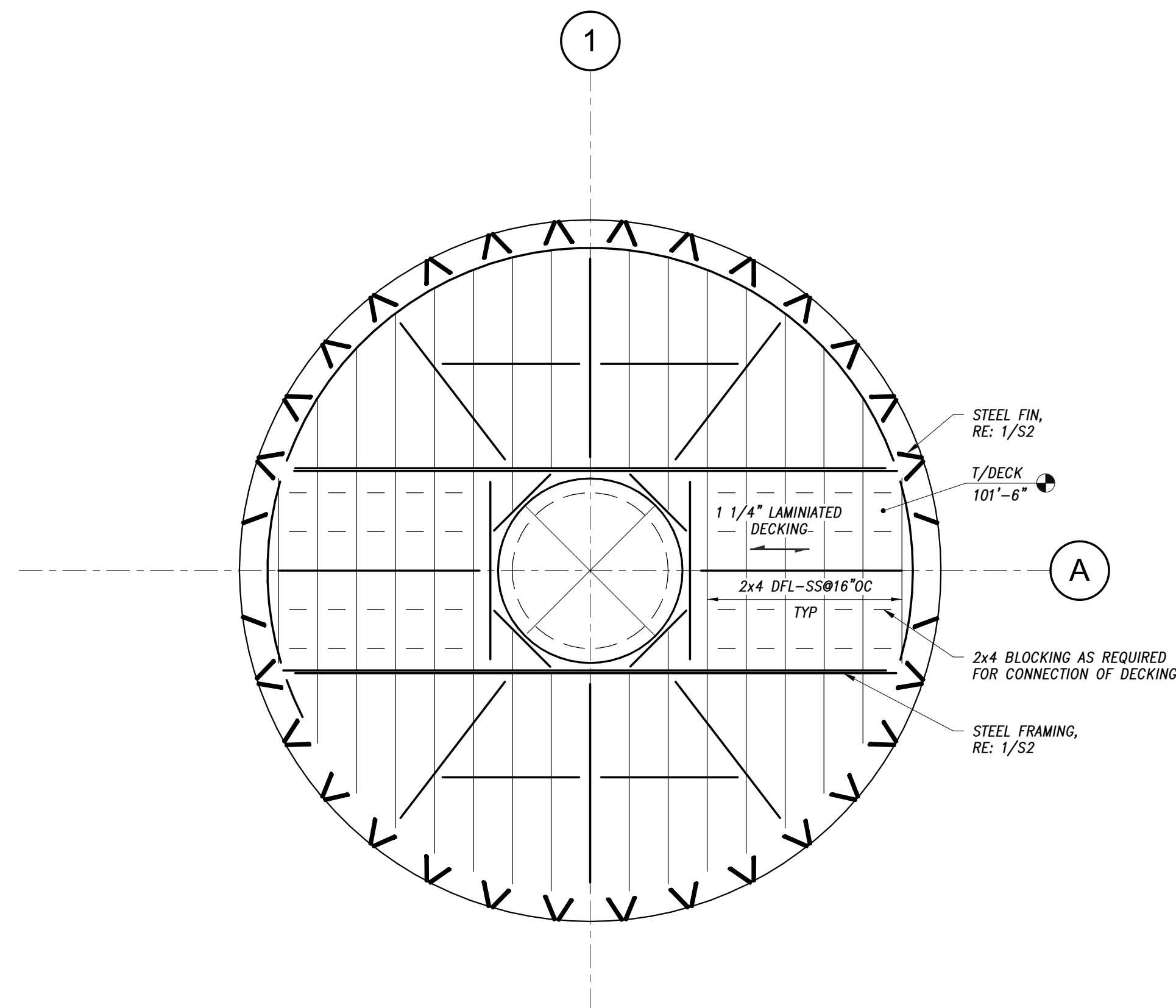
4 3D IMAGE FOR REFERENCE ONLY



3 CONNECTION DETAIL
1" = 1'-0"



2 CONNECTION DETAIL
1 1/2" = 1'-0"



1 WOOD FRAMING PLAN
1/4" = 1'-0"

THE STRUCTURAL ENGINEER'S SEAL ON THIS DRAWING INDICATES THAT THE INFORMATION SHOWN AND THE CALCULATIONS PERTAINING TO THAT INFORMATION HAVE BEEN PREPARED BY QUALIFIED PEOPLE UNDER THE DIRECTION OF THE ENGINEER-OF-RECORD. THE SEAL DOES NOT IMPLY RESPONSIBILITY FOR INFORMATION PREPARED BY OTHERS NOR FOR ANY INFORMATION NOT SHOWN ON THIS DRAWING AND SUCH RESPONSIBILITY IS SPECIFICALLY DISCLAIMED. ON PHASED PROJECTS, DRAWINGS THAT ARE ISSUED BUT NOT SEALED SHALL BE CONSIDERED TO BE PRELIMINARY IN NATURE AND ARE ISSUED FOR INFORMATION ONLY.

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ISSUE:
08.30.22 For Coordination

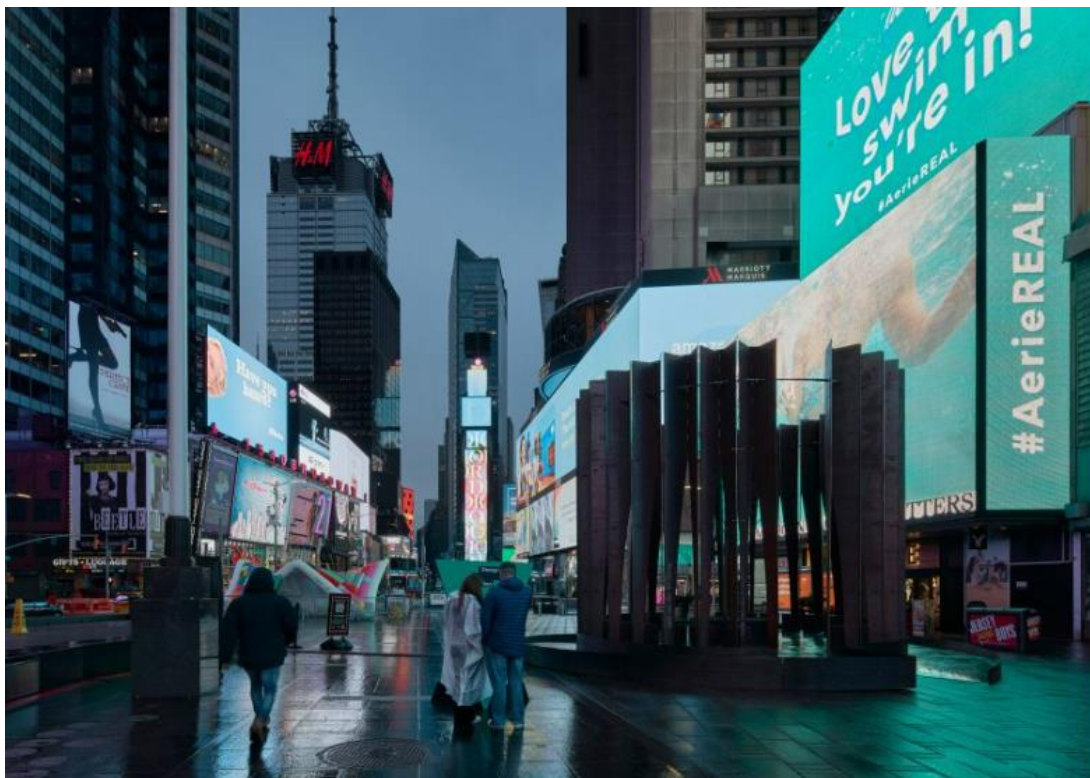
Design Pavillion
Sheridan, WY

PROJECT NO: 20041
DRAWN BY:
REVISIONS:

SHEET TITLE:
PLAN AND
SLAB DETAILS

S3

Pictures on the Sculpture in Time Square











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 47-22; Submission of the Wyoming Outdoor Recreation Grant (WORG) Application for the Black Tooth Park All-Inclusive Playground Equipment in the Amount of \$500,000 - Director of Public Works Hanns Mercer

From: Hanns Mercer, Public Works Director

To: Mayor and Council

CC:

Date: 08/30/2022

Recommendation:

Staff recommends that the Mayor and City Council approve Resolution 47-22, which authorizes the Director of Public Works, Hanns Mercer, to submit an application to the Wyoming Office of Outdoor Recreation for a grant in the amount of \$500,000, for the Black Tooth Park all-inclusive playground equipment. Funding has been made available through the American Rescue Plan Act, *State and Local Fiscal Recovery Funds* in 2022 and the Wyoming Office of Tourism.

Staff requests that for this project, the Mayor and City Council designate the Director of Public Works, Hanns Mercer, as the authorized representative of the City of Sheridan, to act on behalf of the Governing Body in all matters related to this grant application.

Background:

Black Tooth Park has been referenced in the City's budget planning sessions for years. With collaboration from outside sources, including interviews with adult disabled program providers, as well as state agencies who assist those with disabilities, it has been determined that an all-inclusive playground is a necessity and is in preliminary design for Black Tooth Park. Playground equipment designed in 'PODs' for all ages and abilities aids in recreation for physically and mentally challenged individuals. There are currently no parks in the City's inventory that exist exclusively for individuals with disabilities and with 100% of the equipment designed for their benefit and enjoyment. The addition of an all-inclusive playground to one of the city's parks will only add to the inclusivity of the community's vision for Sheridan.

City staff have evaluated funding opportunities for this project and feel the WORG is another option to fund the purchase of the all-inclusive playground equipment. Resolution 47-22 will authorize staff to submit an application for the grant to provide additional funding for this project.

Funding:

\$530,000 GPET
\$385,000 PBF
\$500,000 LWCF

Attachments

Resolution 47-22

**CITY OF SHERIDAN
RESOLUTION 47-22**

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE WYOMING OFFICE OF OUTDOOR RECREATION FOR A GRANT ON BEHALF OF THE GOVERNING BODY OF THE CITY OF SHERIDAN, WYOMING FOR THE PURPOSE OF: ***Black Tooth Park All-Inclusive Playground Equipment.***

WHEREAS, the City of Sheridan intends to create an all-inclusive playground at Black Tooth Park; and

WHEREAS, the Governing Body for the City of Sheridan, Wyoming desires to participate in the Outdoor Recreation Grant Program to assist in the purchase of the necessary equipment; and

WHEREAS, the submission of a grant for \$500,000 will be requested for the Wyoming Office of Outdoor Recreation through the American Rescue Plan Act, *State and Local Fiscal Recovery Funds* Program; and

WHEREAS, the City has allocated two-hundred eighty-thousand and 00/100 dollars (\$280,000) of FY23 General Purpose Excise Tax (GPET) funds and three-hundred eighty-five thousand and 00/100 dollars (\$385,000) of FY23 Public Benefit Funds (PBF) as part of its matching funds; and

WHEREAS, the Wyoming Outdoor Recreation Grant Program requires that certain criteria be met, and to the best of the City's knowledge, this application meets those criteria.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SHERIDAN:

A grant application in the amount of five hundred thousand and 00/100 dollars (\$500,000) shall be submitted to the Wyoming Office of Outdoor Recreation for their consideration to assist in funding the purchase of the all-inclusive playground equipment for Black Tooth Park.

PASSED, APPROVED AND ADOPTED this 3rd day of October, 2022.

City of Sheridan

Richard Bridger, Mayor

ATTEST:

Cecilia Good, City Clerk



CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

Project Name: Consideration of Amendment #2 to the Contract between the City of Sheridan and Interstate Engineering for the Design of Kendrick Pool in the Amount of \$547,000 - Director of Public Works Hanns Mercer
From: Hanns Mercer, Public Works Director
To: Mayor and Council
CC:
Date: 08/31/2022

Recommendation:

Staff recommends that the City Council and Mayor agree to Amendment #2 to the Contract to Furnish Professional Services for the Design of Kendrick Pool in the amount of \$547,000. The Professional Services Agreement is amended to include:

- Furnish Professional Services
- Section 3 Scope of Work
- Section 5 Payment
- Section 23 General Provisions

*Please see attached Amendment #2 for the full details.

Background:

The Kendrick Outdoor Pool was rated as one of the top priorities for investment in recreation facilities by our community. As such, a Request for Proposal was distributed for the Kendrick Outdoor Pool Assessment and Public Involvement. A total of two proposals were received and a committee was formed. This committee was comprised of City Staff, Elected Officials, and Community Members. Interviews were conducted with both respondents, followed by additional written questions. On September 3, 2019, the Mayor and Council approved the award to Interstate Engineering for a Contract for Professional Services for Kendrick Outdoor Pool Assessment and Public Involvement in the amount of \$88,100 effective September 24, 2019. Amendment #1 was effective February 15, 2022 for an updated Engineer's Estimate in the amount of \$2,224.00.

Funding:

This project is funded by CAP Tax, GPET, and a LWCF Grant, currently being recommended for approval.

Attachments

Amendment No. 2
Project Cost Improvements

**AMENDMENT #2 TO THE
CONTRACT TO FURNISH PROFESSIONAL SERVICES
TO
City of Sheridan Wyoming**

The **AMENDMENT** to the AGREEMENT entered on September 24th 2019 is made as of _____
BETWEEN the City Sheridan Wyoming, hereinafter identified as the “**OWNER**”:

City of Sheridan
55 Grinnell Plaza
Sheridan, Wy 82801
PH: (307)675-4202

And Interstate Engineering, Inc. hereinafter identified as the “**ENGINEER**”:

Interstate Engineering, Inc.
2161 Coffeen Ave
Suite 603
Sheridan Wy 82801
PH: (307)696-7101

The Professional Services Agreement is amended to include:

Furnish Professional Services

1. Provide the design and construction bid documents for the Base Project and the alternates described below:
 - a. Tower water Slide
 - b. Lazy River
 - c. Wading pool/Splashdeck
 - d. Parking Lot located at City shop location

Section 3 Scope of Work:

Add Section 3-D The attached scope of work.

Section 5 Payment

iv. The Owner shall pay the Engineer for professional services based on the attached scope of work fee schedule as described in Section 3-D and summarized below:

- | | |
|---------------------------|---------------------------|
| a. Schematic Design | \$155,600.00 |
| b. Design Development | \$172,000.00 |
| c. Construction Documents | \$169,400.00 |
| d. Additional Services | \$ 50,000.00 (allowance) |

Add: Section 23 General Provisions:

- a. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- b. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of

construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- c. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- d. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- e. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- f. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer.
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants.
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- g. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- h. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$2,000,000 or the total amount of compensation received by Engineer, whichever is greater.
- i. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an

unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- j. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- k. This Agreement is to be governed by the law of the state of Wyoming in which the Project is located.
- l. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

EXECUTION OF THIS AMENDMENT TO THE AGREEMENT

THIS AMENDMENT TO THE AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE:

Engineer: Interstate Engineering, Inc.

Owner: City of Sheridan

Signature

Signature

Print

Print

Title

Title

Date

Date

Scope of Work

Kendrick Park Pool renovation and new amenities (Project)

Sheridan Wyoming

Interstate Engineering, Inc

The following is a summary of the tasks Interstate Engineering, Inc will perform on the Project:

A. Schematic Design Phase \$155,600.00

Prepare the general update of the 35% pool improvements including the existing pool remodel, the tower water slides, splashdeck standalone or with existing wading pool, lazy river and parking lot expansion and meet with owner.

Provide the breakdown of the updated 35% pool improvements base bid and alternates including flow rates, filtration sizing, wading pool removal or modification, gutter calculations, the parameters of the new mechanical building configuration, parking lot expansion and bathhouse upgrades.

Contract with a geotechnical firm to provide report on existing surface and subsurface conditions that will impact the final design. Information gathered from the geotechnical analysis is limited to that found in the physical bore holes and conditions may vary during construction. The Owner recognizes that construction claims for changed conditions are a possibility.

Provide preliminary structural review of existing pool configuration, the splashdeck features, wading pool modifications, the lazy river, mechanical building, the support piers/columns for the tower water slide and parking lot pavement section.

Coordinate with the Architect, MEP and Geotech sub consultants on design development work requirements.

Review information from the other consultants and prepare a summary including an updated preliminary estimate for the City.

Schematic design review with Owner and Design team to advance to design development. This will occur with 1 onsite meeting and up to 3 video conferences with the City and selected committee members.

Survey and base map preparation.

B. Design Development \$172,000.00

Prepare base drawings with the various components to be addressed in the design as per the schematic design phase.

Finalize the footprint of the aquatics facility to utilize new pool filters, pumps, heaters, chemical feed systems, piping and stainless-steel gutter or skimmer configurations, deck construction, deck drainage layout, new mechanical building layout, site layout for the pool, tower water slide, water features, bathhouse expansion and parking lot improvements.

Determine pool component space requirements. Determine bather movement and staging area requirements.

Assemble the Design Development packet for aquatic improvement, the bathhouse and parking area expansion including an updated cost estimate.

Finalize the Design Development packet and meet with Team, Committee and City Staff. There will be an initial and a follow-up meeting via teams' video.

Advance to the Construction Documents phase.

C. Construction Documents \$169,400.00

Develop the plan sheets for the supply and return piping including the recirculation system, the swimming pools expansion, internal drainage plan, the deck replacement details, pool heating details, new chemical feed design, new mechanical building configuration, bathhouse expansion, mechanical and electrical fixture updates, site development and parking.

Develop the plan sheets for details of the decks and deck drains, pool structures and tower waterslide foundations, winterization details and swimming pool concrete details.

Prepare the Construction Specifications and Plans for inclusion in the bid documents.

Provide an updated Construction cost estimate.

CD review with the City via teams' video.

Provide plans and technical specifications for bidding documents

Provide responses for bidder questions to the City and for inclusion in addendums if necessary.

D. Additional Services allowance. \$50,000.00

Additional services budget is an allowance agreed upon by the Owner and Engineer set forth to allow the Owner's designated representative to request additional items that may come up during the term of this contract that may be time sensitive. The additional services will be provided only at the written request of the Owner's designated representative (via email). The Engineer shall be reimbursed by the Owner on an hourly basis per the attached hourly rate schedule.

E. Construction Administration: NIC

The lump sum fee for tasks A-C will be: **\$ 497,000.00**

The allowance for task D will be: **\$50,000.00**

The estimated fee for task E to be determined during bidding phase.

The budget and scope exclude the following:

1. Materials sampling and testing including asbestos testing for disposal purposes.
2. City water and sewer capacity analysis or design.
3. Storm sewer or stormwater management recommendations, nor permitting for erosion/sediment control.
4. Legal survey and exhibits and research into property title.
5. Redesign efforts due to significant comments received after each of the four phases outlined above.
6. Permit fees.
7. Fees for publishing of the advertisement for bid, Department of Agriculture review, stormwater permitting and building code reviews.
8. Value engineering or rebid efforts.
9. Flood elevation certificates.
10. Traffic study or construction traffic control plan.
11. Wetland delineation/mitigation plan.
12. Cultural resource inventory/mitigation plan.
13. Dewatering plan.
14. Public outreach meetings.
15. Funding applications/administration.

SCHEDULE OF RATES
ATTACHMENT #1
ENGINEERS

ENG I	\$110.00 per hour
ENG II	\$140.00 per hour
ENG III	\$172.00 per hour
ENG IV	\$194.00 per hour
ENG V	\$210.00 per hour
ENG VI	\$232.00 per hour
ENG VII	\$250.00 per hour

SURVEYORS

SURV I	\$98.00 per hour
SURV II	\$112.00 per hour
SURV III	\$130.00 per hour
SURV IV	\$158.00 per hour
SURV V	\$176.00 per hour
SURV VI	\$195.00 per hour
SURV VII	\$209.00 per hour

PLANNERS

PLANNER I	\$93.00 per hour
PLANNER II	\$110.00 per hour
PLANNER III	\$142.00 per hour
PLANNER IV	\$169.00 per hour

TECHNICIANS

TECH I	\$65.00 per hour
TECH II	\$98.00 per hour
TECH III	\$115.00 per hour
TECH IV	\$137.00 per hour
TECH V	\$147.00 per hour
TECH VI	\$168.00 per hour
TECH VII	\$181.00 per hour
TECH VIII	\$205.00 per hour

ADMINISTRATIVE

ADMIN I	\$70.00 per hour
ADMIN II	\$80.00 per hour

INFORMATION TECHNOLOGISTS

IT I	\$135.00 per hour
IT II	\$185.00 per hour

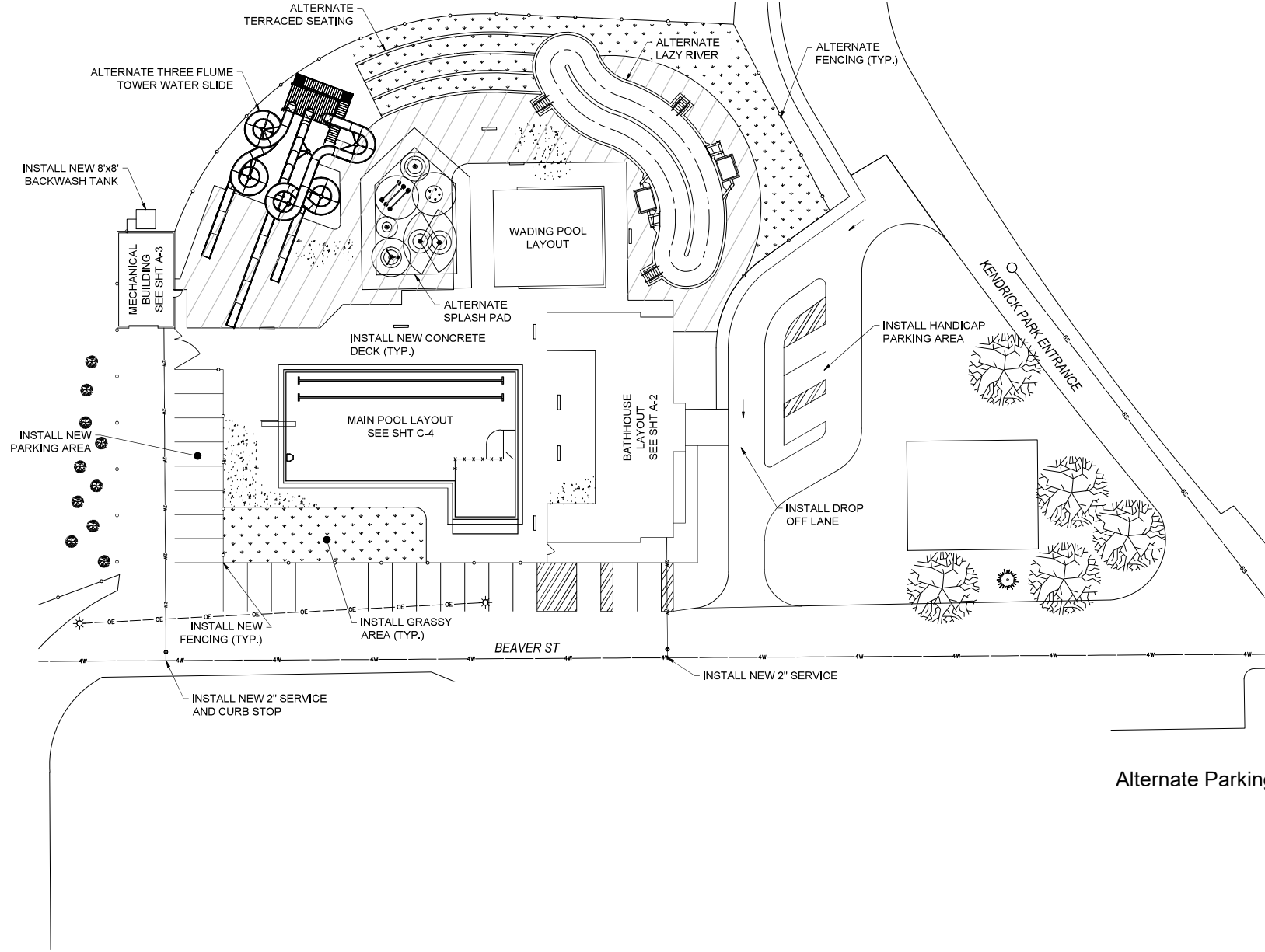
EXPERT WITNESS

\$285.00 per hour

CHARGEABLE EXPENSES

Subsistence.....	Actual cost	8 1/2" X 11" Prints per Page.....	\$0.15 – black & white, \$0.50 - color
Travel Vehicle.....	\$0.78 per mile	11" x 17" Prints per Page.....	\$0.25 – black & white, \$0.50 - color
Survey Vehicle.....	\$0.88 per mile	24" x 36" Prints per Page.....	\$9.00
Aircraft.....	Actual cost	Mylar.....	\$3.00 per ft ²
Any But Ordinary First-Class Postage.....	Actual cost	ATV.....	\$75.00 per day
Subconsultant Services.....	Cost plus 10%	UTV.....	\$150.00 per day
Plat Certification per Certification.....	\$35.00	ATV / UTV with Tracks.....	\$125.00 / \$200.00 per day
Recordation per Monument.....	\$35.00	Snowmobile.....	\$200.00 per day
Cost of surveying materials, filing fees, drafting materials and other materials required for the job.....			
Any and all sales and use tax, TERO or other special fees which apply to this contract.			

Professionals you need, people you trust.



SWIMMING POOL REHABILITATION CITY OF SHERIDAN, WYOMING SHERIDAN COUNTY, WYOMING		Project No. 71500206 Date 07/2020
SITE LAYOUT		Drawn By: HSB Checked By: BRM
Surveyed By: XXX Designed By: BRM		Date Date
Description		

Interstate Engineering, Inc.
 P.O. Box 20553
 1211 Grand Avenue, Suite 6
 Billings, MT 59104-0553
 Ph (406) 258-1920
 Fax (406) 258-9477
 www.interstateeng.com

Other offices in Minnesota, North Dakota and South Dakota



**INTERSTATE
ENGINEERING**

Professionalism you need, people you trust.

C-2

3 OF 10

Total project costs Kendrick Park Pool improvements 2022

Base project	2020	2022
Construction	\$ 2,567,000.00	\$ 3,096,000.00
Contingency	\$ 256,000.00	\$ 310,000.00
Design fees	\$ 325,000.00	\$ 325,000.00
Construction Admin	\$ 110,000.00	\$ 128,000.00
Owner Admin costs	\$ 33,000.00	\$ 39,000.00
Total Base Project	\$ 3,291,000.00	\$ 3,898,000.00
Tower Slides Phase		
Construction	\$ 530,000.00	\$ 669,000.00
Contingency	\$ 79,000.00	\$ 67,000.00
Design fees	\$ 45,000.00	\$ 48,000.00
Construction Admin	\$ 12,000.00	\$ 15,000.00
Owner Admin costs	\$ 8,000.00	\$ 10,000.00
Total Water Slide Phase	\$ 674,000.00	\$ 809,000.00
Splash Deck Phase		
Construction	\$ 363,000.00	\$ 410,000.00
Contingency	\$ 56,000.00	\$ 41,000.00
Design fees	\$ 30,000.00	\$ 34,000.00
Construction Admin	\$ 12,000.00	\$ 14,000.00
Owner Admin costs	\$ 8,000.00	\$ 9,000.00
Total Splashdeck Phase	\$ 469,000.00	\$ 508,000.00
Lazy River Phase		
Construction	\$ 730,000.00	\$ 832,000.00
Contingency	\$ 109,000.00	\$ 83,500.00
Design fees	\$ 82,000.00	\$ 90,000.00
Construction Admin	\$ 35,000.00	\$ 40,000.00
Owner Admin costs	\$ 8,000.00	\$ 9,000.00
Total Lazy River Phase	\$ 964,000.00	\$ 1,054,500.00
Grand Total	\$ 5,398,000.00	\$ 6,269,500.00

Total Project Breakdown

Total construction	\$ 4,190,000.00	\$ 5,007,000.00
Total Contingency	\$ 500,000.00	\$ 501,500.00
Total design fees	\$ 482,000.00	\$ 497,000.00
Total CA	\$ 169,000.00	\$ 197,000.00
Total Owner Costs	\$ 57,000.00	\$ 67,000.00
Grand Total		\$ 6,269,500.00

Design fee breakdown

Aquatic/civil/structural design	\$ 405,000.00	\$ 410,000.00
Site survey	\$ 12,000.00	\$ 14,000.00
Architect	\$ 30,000.00	\$ 32,000.00
MEP	\$ 25,000.00	\$ 29,000.00
Geotech	\$ 10,000.00	\$ 12,000.00
Total	\$ 482,000.00	\$ 497,000.00



CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name: Consideration of Resolution 54-22, a Grant Application to the National Historical Publications & Records Commission for Cemetery Historical Data Preservation Project (ARCHIVAL-202210) - City Clerk Cecilia Good

From: Cecilia Good, City Clerk

To: Mayor and Council

CC: City Administrator Stu McRae

Date:

Recommendation:

Staff recommends that the Mayor and City Council approve Resolutions 54-22 in support of the application for two National Historical Publications and Records Grants.

Background:

The goal of this project is to ensure that the records for the Sheridan Municipal Cemetery are properly preserved and maintained. The Sheridan Municipal Cemetery was formed in 1890, and houses prominent individuals, families, and war veterans. The cemetery serves as a vital link between the past and the present. Currently, data in the cemetery system is woefully incomplete and has errors that cause confusion on the ownership or occupant of a cemetery plot. A primary responsibility of this project is to enter and clean the data in the city's information database. This will ensure that the information provided to the public is accurate and easily accessible. The city maintains a customer facing portal available to access on the City website that allows individuals to search for loved ones or conduct research on the cemetery. Oftentimes, a great deal of additional research needs to be completed by cemetery staff to find accurate ownership or occupant information; this research involves reviewing old maps, deeds, and internment records that are difficult to decipher and access in their current format. The completion of this project will allow individuals within the community and outside of the community to complete genealogy projects, view historical information, find a loved one, and interact with the history of the Sheridan, Wyoming community.

Funding:

Staff is requesting that the Mayor and City Council approve a 25% match for this grant totaling \$100,000. Staff is researching additional grant opportunities that would allow the City to use grant funding in order to cover the requisite \$25,000 match. Council will have an opportunity to consider the funding of this project during the FY24 budgeting process.

Attachments

Resolution

**CITY OF SHERIDAN
RESOLUTION 54-22**

A RESOLUTION AUTHORIZING SUBMISSION OF A NATIONAL HISTORIC PUBLICATIONS AND RECORDS COMMISSION GRANT ON BEHALF OF THE GOVERNING BODY OF THE CITY OF SHERIDAN, WYOMING FOR THE PURPOSE OF SECURING CEMETERY HISTORICAL DATA AND PROVIDE PUBLIC TRANSPARENCY OF THAT DATA.

WHEREAS, the Governing Body for the City of Sheridan, Wyoming desires to participate in the National Historic Publications and Records Commission Grant Program to assist with funding this project; and

WHEAREAS, the current Sheridan Cemetery records are historically incomplete and do not ensure government accountability or transparency; and

WHEAREAS, researching and integrating old cemetery records into our software system will allow the public to have access to a more complete history of Sheridan and aid families in finding information; and

WHEREAS, the Sheridan City Municipal Cemetery provides a vital link to the past and present for our community;

THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN:
That a grant application with a 25% City match be submitted to the National Historic Publications and Records Commission for opportunity number ARCHIVAL-202210 and that Cecilia Good, City Clerk for the City of Sheridan is hereby designated as the authorized representative 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 3rd day of OCTOBER, 2022.

City of Sheridan

Richard Bridger, 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: Consideration of Resolution 55-22 a Grant Application to the National Historical Publications & Records Commission for the Cemetery Historical Data Preservation Project (Engagement -202210) - City Clerk Cecilia Good

From: Cecilia Good, City Clerk

To: Mayor and Council

CC: City Administrator Stu McRae

Date:

Recommendation:

Staff recommends that the Mayor and City Council approve Resolutions 55-22 in support of the application for two National Historical Publications and Records Grant.

Background:

The goal of this project is to ensure that the records for the Sheridan Municipal Cemetery are properly preserved and maintained. The Sheridan Municipal Cemetery was formed in 1890, and houses prominent individuals, families, and war veterans. The cemetery serves as a vital link between the past and the present.

Currently, data in the cemetery system is incomplete and has errors that cause confusion on the ownership or occupant of a cemetery plot, making it difficult for the public to find family members or loved ones. A primary responsibility of this project is to enter and clean the data in the city's information database. This will ensure that the information provided to the public is accurate and easily accessible. The city maintains a customer facing portal available to access on the City website that allows individuals to search for loved ones or conduct research on the cemetery. Oftentimes, a great deal of additional research needs to be completed by cemetery staff to find accurate ownership or occupant information; this research involves reviewing old maps, deeds, and internment records that are difficult to decipher and access in their current format. The completion of this project will allow individuals within the community and outside of the community to complete genealogy projects, view historical information, find a loved one, and interact with the history of the Sheridan, Wyoming community.

Funding:

Staff is requesting that the Mayor and City Council approve a 25% match for this grant totaling \$100,000. The total budget for the project is \$125,000. Staff is researching additional grant opportunities that would allow the City to use grant funding in order to cover the requisite \$25,000 match. Council will have an opportunity to consider the funding of this project during the FY24 budgeting process.

Attachments

Resolution

**CITY OF SHERIDAN
RESOLUTION 55-22**

A RESOLUTION AUTHORIZING SUBMISSION OF A NATIONAL HISTORIC PUBLICATIONS AND RECORDS COMMISSION GRANT ON BEHALF OF THE GOVERNING BODY OF THE CITY OF SHERIDAN, WYOMING FOR THE PURPOSE OF MODERNIZING THE CEMETERY RECORDS.

WHEREAS, the Governing Body for the City of Sheridan, Wyoming desires to participate in the National Historic Publications and Records Commission Grant Program to assist with funding this project; and

WHEAREAS, the current Sheridan Cemetery records are stored in a software system that does not allow accurate mapping or GIS importing; and

WHEAREAS, an upgraded system will allow citizens and the City of Sheridan to better provide effective and efficient cemetery operations and future growth, as well as provide proper preservation and maintenance for cemetery records; and

WHEREAS, the Sheridan City Municipal Cemetery provides a vital link to the past and present for our community;

THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN:
That a grant application with a 25% City match be submitted to the National Historic Publications and Records Commission for opportunity number ENGAGEMENT-202210 and that Cecilia Good, City Clerk for the City of Sheridan is hereby designated as the authorized representative 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 3rd day of OCTOBER, 2022.

City of Sheridan

Richard Bridger, Mayor

ATTEST:

Cecilia Good, City Clerk