



**AGENDA
CITY OF SHERIDAN
JUNE 26, 2023
STUDY SESSION COUNCIL MEETING START 5:00 P.M.**

1. WYDOT STIP Presentation - Scott Taylor, District Engineer
2. Discussion of Ordinance No. 2269 - Visionary Broadband Franchise Agreement - Utilities Director Dan Roberts
3. Discussion of Construction Administrative Agreement with Burns & McDonnell for Cell 10 Phase 1, in the amount of \$368,536 - Utilities Director Dan Roberts
4. Discussion of PL-22-16, Resolution 24-23, Adkins Valley II Minor Subdivision - Public Works Director Hanns Mercer
5. Discussion of PL 23-13, Resolution 32-23, Cove Court Manor I Subdivision - Public Works Director Hanns Mercer
6. Discussion of PL-23-21, Resolution 35-23, RRL&C 3 Subdivision - Public Works Director Hanns Mercer
7. Discussion of PL-23-20, Resolution 36-23, Vacate 1,730.3 sq ft of the East-West Alley North of 9 Vale St - Public Works Director Hanns Mercer
8. Discussion of Master Fee Schedule - City Treasurer Karen Burtis
9. Discussion of Bar and Grill Liquor License Procedure update - City Clerk Cecilia Good
10. Discussion of Purchasing Policy Memo Update - City Attorney Brendon Kerns
11. Discussion of Resolution 37-23, Wrench Ranch Master Plan - City Attorney Brendon Kerns



CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801

Ph (307) 674-6483 Fax (307) 674-2195

Utilities

MEMORANDUM

Project: Discussion of Ordinance No. 2269 - Visionary Broadband Franchise Agreement - Utilities Director
Name: Dan Roberts
From: Dan Roberts, Utilities Director
To: Mayor and Council
CC: City Administrator Stuart McRae
Date: 06/26/2023

Recommendation:

Staff recommends that the Mayor and City Council approve Ordinance No. 2269 consisting of a Franchise Agreement between the City of Sheridan and Visionary Broadband.

Background:

The City has Franchise Agreements with several broadband cable, telecommunications, and internet service providers providing their services to the Sheridan Community. Visionary Broadband desires to do the same by expanding their infrastructure and services provided to Sheridan by installing necessary fiber infrastructure. Installing infrastructure within the public rights-of-way requires a Franchise Agreement with the City of Sheridan.

City staff have been working with Visionary Broadband to tailor an Agreement that aligns well with the Agreements currently in place with other franchisees operating in Sheridan. We feel this goal has been accomplished and the Ordinance (attached) is ready for City Council consideration.

Some of the key terms and conditions of the Agreement are as follows:

- Provides a non-exclusive Franchise for Visionary Broadband to operate a telecommunications system in the City of Sheridan
- Establishes a 10-year term, with automatic renewal in successive 5-year terms unless 180 days written notice is given by either party in advance of an expiration of the existing term
- Establishes a Franchise Fee of 3% of gross revenues from the specific services listed in Appendix A, payable quarterly
- Provides indemnification protection for the City against Visionary's general activities, facility relocations, and generation of hazardous substances
- Establishes insurance requirements for Workers Compensation; Commercial General Liability Insurance; and Business Automobile Liability Insurance; and lists the City as additional insured
- Includes facility relocation, permitting, and discontinuation of service and/or abandonment requirements

A service provider's revenues from Internet/ data services are not allowed under the "Gross Revenue" definition in this Agreement or any other Agreement. As such, franchise fees would only be generated from Visionary's revenues from telephone exchange or internet services being provided. With no prior history in Sheridan providing services, we cannot predict, at this time, the amount of franchise fee payments that will be made to the City by

Visionary as a result of this Agreement.

For comparison purposes, CenturyLink provides similar services to what Visionary is proposing. Their Agreement is very much the same as this proposed Agreement with Visionary. They have previously reported consistent, annual decline in local telephone exchange accounts which has a corresponding impact on revenues received from franchise fees. The historical franchise revenues received from CenturyLink have been as follows:

- FY 2020 - \$ 9,664
- FY 2021 - \$13,421
- FY 2022- \$11,710
- FY 2023 - \$10,762

Attachments

Ordinance No. 2269

**CITY OF SHERIDAN
ORDINANCE NO. 2269**

AN ORDINANCE GRANTING A FRANCHISE TO VISIONARY COMMUNICATIONS, LLC. ON BEHALF OF ITSELF AND ITS OPERATING AFFILIATES (“VISIONARY”) TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM (“SYSTEM” OR “THE SYSTEM”) IN SHERIDAN, WYOMING (“CITY” OR “THE CITY”).

WHEREAS, under Wyoming Statute § 15-1-103(a)(xxxiii), a city may grant franchises for such terms as the governing body deems proper to any utility company, provided no franchise may be entered into with any person in which that person is given an exclusive right for any purpose whatsoever; and,

WHEREAS, Visionary Communications, LLC on behalf of itself and its operating affiliates is a utility company that desires a franchise from the City; and,

WHEREAS, the City has determined that it is in the public interest to grant a franchise to Visionary Communication, LLC under the terms and conditions contained herein.

Section 1) Grant of Franchise. The City hereby grants to Visionary the non-exclusive right, privilege and authority to construct, maintain, operate, upgrade, adjust, protect, support, raise, lower, disconnect, remove and relocate its cables, poles, wires, conduits, conductors, pipes, and related appurtenances (“Facilities”) for its System in, under, along, over and across the present and future streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, rights of way and similar public areas of the City (“Rights-of-Way”), for the purpose of providing telecommunications services to the City’s inhabitants, hereinafter “the Franchise” or “Franchise”, subject to the terms and conditions described herein and the ordinances of the City of Sheridan. The Franchise Area is defined as the area within the legal boundaries of the City, including any areas annexed by the City during the Term of this Franchise. The grant of this Franchise shall not confer upon Visionary the right to allow others to use or utilize the rights herein granted or its Facilities without the prior consent of the City of Sheridan Governing Body. This includes but is not limited to any lease or other sharing arrangement for the use of the Facilities or any equipment located in the Rights-of-Way by any party not possessing an approved franchise agreement with the City of Sheridan. The Franchise does not include any rights to attach to, access, or use any City utility pole, or other City infrastructure; all such rights shall be governed by a separate pole agreement, or other written agreement.

Section 2) Acceptance by Visionary. This ordinance shall be published once in a newspaper of general circulation within the City, pursuant to Wyoming Statute § 15-1-116, and shall become effective on the day following the publication. Within sixty (60) days after the passage of this Ordinance by the City, Visionary shall file a signed copy thereof with the City clerk, otherwise the Ordinance and the rights granted herein shall be null and void.

Section 3) Term. The Franchise is effective as of acceptance by Visionary. The term of the Franchise is ten (10) years from the effective date. At the expiration of the initial term, the Franchise will renew automatically for successive five (5) year terms unless either party provides written notice of its intent to terminate or its request to renegotiate the terms of the Franchise no later than 180 days before the expiration of the then-current term.

Section 4) Franchise Fee. As of the effective date of the Franchise, Visionary will pay the City three percent (3%) of Visionary's Gross Revenues derived from the specific services set forth in Appendix A hereto. The percentage used to calculate the Franchise Fee shall be the lowest percentage rate used to calculate the franchise fee for any other telecommunications company pursuant to such company's franchise agreement with the City. Visionary acknowledges that a base rate of 3% will be utilized as the lowest percentage rate of any other telecommunications company at the time of this franchise. If at any time during the Term, the City agrees to a different percentage rate with another telecommunications company, the percentage used to calculate the Franchise Fee hereunder shall be adjusted to that percentage effective on the first day of the month of the next quarter after the City provides notice to Visionary. If at any time during the Term Visionary becomes the only company holding a franchise for telecommunication services with the City, the percentage used to calculate the Franchise Fee shall be the percentage that is in effect as of the date Visionary becomes the only franchisee. Visionary's Franchise fee payments to the City shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable no later than thirty (30) days after those dates and be accompanied by a detailed report showing Visionary's Gross Revenues for the quarter upon which the Franchise fees are based.

Section 5) Records Inspection. Visionary shall make available to the City, upon reasonable advance written notice of no less than sixty (60) days, such information determined by the City in its reasonable discretion to be necessary to determine or enforce Visionary's compliance with the terms of this Ordinance in such form and at such times as Visionary can reasonably make available. Such information provided to the City that is marked confidential and proprietary shall be kept confidential by the City to the extent permitted by applicable law including the Wyoming Public Records Act (W.S. § 16-4-201 et seq). Subject to the applicable law, any such information provided to the City (including all copies thereof) shall be immediately returned to Visionary or destroyed following the City's review.

Section 6) Non-Exclusive Franchise. The right to use and occupy the Rights-of-Way of the City shall be non-exclusive, and the City reserves the right to use the Rights-of-Way for itself and to grant access, including franchise rights, to any other public or private entity. The City, however, shall not unreasonably interfere with Visionary's Facilities or the rights granted Visionary herein. In no event shall any requirements related to the plan, design, construction, installation, or operation of the Facilities or requirement for Visionary to abide by ordinances, codes, or construction and design specifications required of all parties accessing the City's Rights-of-Way be construed or deemed to unreasonably interfere with the Facilities or such rights.

Section 7) City Regulatory Authority. The City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its authority to manage the Rights-of-Way or the powers granted to the City for the protection of the health,

safety and welfare of its citizens and their properties consistent with applicable Federal and State law, and this Franchise shall be subject to all such additional ordinances and regulations.

Section 8) Indemnification. Visionary shall indemnify, defend, and hold harmless the City and its officers, agents, employees, successors, and assignees from any and all third-party claims, lawsuits, losses, and liability arising out of Visionary's negligent or willful actions related to the location, construction, operation, or maintenance of the Facilities or use and occupancy of the Rights- of Way, provided however that Visionary shall not be required to indemnify the City under this provision to the extent any such claims, lawsuits, losses, or liability are attributable to the negligence or wrongful actions or inactions of the City, its officials, boards, commissions, agents, contractors and/or employees.

Section 9) Insurance Requirements. Visionary will maintain in full force and effect for the Term of the Franchise, at Visionary's expense, the following insurance coverage:

- (a) Workers' Compensation and Company's Liability Insurance. Visionary shall provide to the City proof of workers' compensation coverage for all its employees who are to work on the Facilities within the Rights-of-Way. Visionary's coverage shall be under the Wyoming Worker's Safety and Compensation program, if statutorily required, or such workers' compensation insurance as appropriate. Visionary's insurance shall include liability coverage, in an amount not less than one million dollars (\$1,000,000.00) per employee for each accident and disease. The Company shall also supply to the City proof of workers' compensation and employer's liability insurance on any subcontractor before allowing that subcontractor on the job site.
- (b) Commercial General Liability Insurance. Visionary shall provide coverage, during the entire Term, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) general aggregate.
- (c) Business Automobile Liability. Visionary shall maintain, during the entire Term, automobile liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- (d) Policies Primary. All policies required hereunder shall be in effect for the Initial Term and any Renewal Terms. All policies shall be primary and not contributory. Visionary shall pay the premiums on all insurance policies, and all insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the City.
- (e) City as Additional Insured. All insurance policies required hereunder, except workers' compensation, shall name the City as an additional insured, and shall contain a waiver of subrogation against the City, its agents and employees. Visionary shall provide a copy of an endorsement providing this coverage.

- (f) City's Right to Reject. The City reserves the right to reject a certificate of insurance if the insurance company is widely regarded in the insurance industry as financially unstable.

Section 10) Relocation of Facilities.

10.1 Relocation for the City. Visionary shall, upon receipt of advance written notice of not less than sixty (60) days, protect, support, adjust, raise, lower, temporarily disconnect, relocate, or remove any Visionary property located in Rights-of-Way when required by applicable law or requested by the City pursuant to an approved capital improvement project. Visionary shall be responsible for any costs associated with these obligations to the extent required under applicable federal or state law.

10.2 Excluding circumstances or events outside of its reasonable control, if Visionary fails to complete this work within the time prescribed to the City's satisfaction, the City may cause such work to be done at Visionary's cost; and provided further that the City shall not be liable for any damage to any portion of the System except to the extent caused by the negligence of the City or its contractor. Within thirty (30) days of receipt of an itemized list of those costs, Visionary shall pay the City.

10.3 Relocation for a Third Party. Visionary shall, at the request of any person holding a lawful permit issued by the City, protect, support, adjust, raise, lower, temporarily disconnect, relocate or remove any Visionary property located in the Rights-of-Way, provided that the cost of such action is borne by the third party requesting it, and Visionary is given advance written notice of not less than sixty (60) days. In said situation, Visionary may require advance payment of the costs from the third-party.

10.4 Alternatives to Relocation. Visionary may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Rights-of-Way. The City shall promptly evaluate such alternatives and advise Visionary in writing if one or more of the alternatives are suitable. If requested by the City, Visionary shall promptly submit additional information to assist the City in such evaluation. The City shall give each alternative proposed by Visionary full and fair consideration. In the event the City determines there is no reasonable alternative, Visionary shall relocate the components of the System as otherwise provided herein. Notwithstanding the foregoing, Visionary shall in all cases have the right to abandon the Facilities.

Section 11) Vegetation Management. Visionary shall have the authority, but not the obligation, to trim trees and other natural growth in the Rights-of-Way in order to access and maintain its Facilities in compliance with applicable law and industry standards. This right shall in no way impose a duty on Visionary; instead, this right gives permission to Visionary should Visionary elect to conduct such activities from time-to-time in order to access and maintain its Facilities. Damage to private or public property incurred under this section shall be the responsibility of Visionary.

Section 12) Revocation of Franchise for Non-Compliance.

12.1 In the event the City believes that Visionary has not complied with the terms of this Ordinance, the City shall informally discuss the matter with Visionary. If these discussions do not lead to resolution of the problem, the City shall notify Visionary in writing of the exact nature of the alleged non-compliance.

12.2 Visionary shall have thirty working (30) days from receipt of the written notice described in Section 12.1, to either respond to the City, contesting the assertion of noncompliance and requesting a public hearing of same, or otherwise initiate reasonable steps to remedy the asserted noncompliance issue, notifying the City of the steps being taken and the projected date that they will be completed. A public hearing shall be held within thirty (30) days of the request.

12.3 In the event that Visionary does not comply with subsection 12.2, above, the City shall schedule a public hearing to address the asserted non-compliance issue. A public hearing shall be held within thirty (30) days. The City shall provide Visionary at least ten (10) days prior written notice of and the opportunity to be heard at the hearing.

12.4 Subject to applicable federal and state law, in the event the City, after the hearing set forth in subsection 12.3, determines that Visionary is non-compliant with this Ordinance, the City may:

- A) Seek specific performance of any provision which reasonably lends itself to such remedy, as an alternative to damages; or
- B) Commence an action at law for monetary damages or equitable relief; or
- C) In the case of substantial non-compliance with a material provision of the Ordinance, seek to revoke the Franchise in accordance with subsection 12.5, below.

12.5 Should the City seek to revoke the Franchise after following the procedures set forth above the City shall give written notice to Visionary. Visionary shall have ninety (90) days from receipt of such notice to object in writing and state its reason(s) for such objection. Thereafter, the City may seek revocation of the Franchise at a public hearing. The City shall cause to be served upon Visionary, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the designated hearing, the City shall give Visionary an opportunity to state its position on the matter, after which the City shall determine whether or not the Franchise shall be revoked. Visionary may appeal the City's determination to an appropriate court, which shall have the power to review the decision of the City *de novo*. Such appeal must be taken within sixty (60) days of the issuance of the City's determination. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce its rights under this Ordinance in lieu of revocation.

12.6 The provisions of this Section 12 shall not be construed to be a waiver by either Visionary or the City of any rights related to the grant, termination, or revocation of a franchise available under applicable law.

Section 13) No Waiver. The waiver of any breach of any term or condition in this Franchise shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

Section 14) Transfer of Franchise. Visionary's right, title, or interest in the System or Franchise shall not be sold, transferred, assigned, or other prior written notice to and written consent of the City, except when said sale, transfer, assignment, or encumbrance is to an entity controlling, controlled by, or under common control with Visionary, or for transfers in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Visionary in the Franchise or Facilities in order to secure indebtedness.

Section 15) Amendment. This Ordinance and the Franchise granted hereunder may be changed, modified, revised, or amended only by a written agreement of the parties and approval by the City Governing Body if required.

Section 16) Force Majeure. Any failure of either party to perform its obligations under this Agreement shall not be a breach of this Agreement to the extent such failure results from Acts of God (including fires, hurricanes, earthquakes, tornadoes, flooding, snow storms, severe thunderstorms or similar natural occurrences), war, riots and civil insurrection, outbreaks of hostilities, states of emergency, governmental action (other than action by the City), delay or inaction that did not result from wrongdoing by the party involved in such governmental action, supply shortages (including power, gasoline and other fuel shortages), omissions of third parties when such omissions did not occur due to action or inaction or the party failing to perform, labor disputes, shortages, strikes or walkouts or transportation delays, or similar occurrences beyond the reasonable control of the other party. A party relying upon an event of Force Majeure shall give prompt written notice to the other party of any such event of Force Majeure and shall use its commercially reasonable efforts to remedy the same or the causes thereof. 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, pandemics, 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. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

Section 17) Provisions of Term. If, after the effective date of this Ordinance, should there be any enactment or promulgation of any federal or state law, regulation or order, or a decision of a court of competent jurisdiction that significantly changes Visionary's or the City's rights or obligations with respect to the Franchise granted by this Ordinance, or that pertains to any of the terms or provisions herein, including, but not limited to, the imposition, payment, collection or treatment of the franchise fees payable hereunder, then Visionary and the City, by providing written notice to the other party, each shall have the right to request that affected portions of the Franchise Ordinance be amended or that there be an addendum hereto. The parties shall commence good-faith negotiations within sixty (60) days or other time period required by law.

Any amendment or addendum agreed to by the parties shall become effective upon the passage and acceptance of such amendment or addendum. In the event that an amendment or addendum cannot be agreed upon pursuant to the terms of this section, either the City or Visionary may file an action with any court or agency with competent jurisdiction to conform the Franchise to the new law, regulation or order.

Section 18) Notices. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within five (5) business days after such notice is deposited with the United States Postal Service, postage prepaid, certified and addressed to the parties as set forth below:

If to City: City of Sheridan, Wyoming _____
 Attn: City Administrator _____
 55 Grinnell Plaza _____
 Sheridan, WY 82801 _____

With copies to: City of Sheridan, Wyoming _____
 Attn: City Attorney _____
 55 Grinnell Plaza _____
 Sheridan, WY 82801 _____

If to Visionary: Visionary Communications, LLC.
 Brian Worthen, CEO
 1001 S Douglas Hwy, Suite 201
 Gillette WY 82716

Section 19) Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority, including any federal or state regulatory authority having jurisdiction thereof, or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the Term of the Franchise or any renewal or renewals thereof.

Section 20) Governmental Claims Act. The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-101, et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2023.

City of Sheridan

Rich Bridger, Mayor

ATTEST:

Cecilia Good, City Clerk

FIRST READING: _____

SECOND READING: _____

THIRD READING: _____

ACCEPTED BY VISIONARY:

Sign: _____

Name: _____

Title: _____

Date: _____

APPENDIX A

CALCULATION OF FRANCHISE FEE

The following retail local exchange telecommunications products provided by Visionary to Visionary's customers within the Franchise Area are subject to the Franchise fee outlined in Section 4 of this agreement:

- Business Local Access, Flat Rate
- Residential Local Access, Flat Rate
- Local Access Trunks
- Voice over Internet Protocol (VoIP)
- Session Initiated Protocol Trunking
- Hosted Voice Services
- Business Local Access—including Flat Rate, Multiparty, and Extended Area Service
- Business Measured Usage Local Access Service
- Flat Usage Local Access Trunks
- Low Income Telephone Assistance Program Local Access
- Measured Rate Local Access Trunk Usage
- Message Rate Local Access Trunk Usage
- Public Access Line (PAL) Service
- Residential Local Access—including Flat Rate, Multiparty, and Extended Area Service
- Residential Measured Usage

The following is a non-exclusive listing of revenue categories not representing the retail sale of local access services and therefore excluded from the definition of Gross Revenues and, therefore, are not included in the calculation of Franchise fees:

- Bad debt write-offs and customer credits;
- Installation, upgrade, disconnection or late fees, including non-sufficient funds charges;
- Fees for the leasing or sale of equipment;
- Any amounts collected for taxes, fees, or surcharges and paid to the federal, state or local governments;
- Any amounts collected from customers that are to be remitted to a federal or state agency as part of a Universal Service Fund or other government program;
- Any franchise fees that are not chargeable per federal or state law;
- Revenues from Internet access;
- Revenues from any carrier purchased for resale; and
- Revenues from private-line services not for local access.



CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801

Ph (307) 674-6483 Fax (307) 674-2195

Utilities

MEMORANDUM

Project Name: Discussion of Construction Administrative Agreement with Burns & McDonnell for Cell 10 Phase 1, in the amount of \$368,536 - Utilities Director Dan Roberts

From: Dan Roberts, Utilities Director

To: Mayor and Council

CC: City Administrator Stuart McRae

Date: 06/26/2023

Recommendation:

Staff recommends that the Mayor and City Council approve an amendment to the Agreement with Burns & McDonnell (Agreement), in the amount of \$368,536, for Construction Administrative Services for the Cell 10 Phase I project.

Background:

Sheridan is currently disposing of its municipal solid waste within Cell 9 which will reach the end of its disposal life in 2024. For many years, the City staff has been planning and preparing for the construction of our community's next solid waste disposal site. This disposal site, or cell, has been identified within our current landfill boundary and has been commonly referred to as Cell 10. There are 4 phases of Cell 10 that are planned to be developed for our community's waste disposal over the next 56 years. Cell 10, Phase 1 (Project) has an estimated disposal life of 10 years and must be ready to receive waste by the end of 2024 when Cell 9 is projected to be filled.

The City has obtained a Clean Water State Revolving Fund (CWSRF) Loan in the amount of \$4,115,000 to cover the costs of construction and construction administration services for this project. The City bid the Project construction and awarded a very favorable bid, in the amount of \$2,737,680, to Mountain View Builders, Incorporated.

Discussion:

Burns & McDonnell is the engineering firm that has taken us through design and bidding for this project. Provided for City Council's consideration is an amendment to our standing Professional Services Agreement for the provision of Construction Administration Services for this Project.

The cost proposal provided by Burns & McDonnell has been negotiated down to as low a cost as Burns & McDonnell can commit to and still fulfill their requirements of Project oversight and administration during construction. It is at the cost we anticipated when we obtained our funding, but as a percentage of construction costs (13.5%), it is higher than what we typically will see. This is due largely to the very favorable bid (\$1M lower than expected) and subsequent construction contract we awarded to Mountain View Builders, Inc., coupled with the fact that Burns & McDonnell does have higher billing rates than typical firms. The higher billing rates are indicative of firms with very specialized expertise, such as landfill design and construction. These firms with higher billing rates do provide great value during design because their expertise allows them to be more efficient and effective while delivering high quality design. The same value isn't always realized for Construction Administration Services as the overall time required to provide construction administration services is largely

dictated by the contractor and the time they require to build the project.

Staff feels it's in the Project's best interest to continue to utilize the services of Burns & McDonnell, and their sub-consultants, for construction administration on this Project. As such, their contract amendment proposal, in the amount of \$368,536, is recommended for City Council consideration.

Funding:

The Project's total cost for construction and construction administration, if approved, will be \$3,106,216 which is \$1M under the \$4,115,000 we acquired in CWSRF loan.

This Project is also serving as a remedy for the remediation of Landfill Cells T1-T6 which are old, unlined waste disposal cells located at the eastern boundary of the landfill. The solution to remediate these cells from no longer impacting groundwater, is to excavate the waste and place it within the new Cell 10, Phase I (a lined cell). Because of this, Cell 10, Phase I is considered a remedy solution under the Landfill Remediation Program eligible for 75% funding through Wyoming's Remediation Program administered by the Wyoming Department of Environmental Quality (WDEQ). Study and investigation has discovered that the volume of waste to be excavated in Cells T1-T6 will take up approximately 40% of the new Cell 10, Phase I. WDEQ will pay for 75% of the project supporting the remediation of Cells T1-T6. This means 75% of 40% (calculated to 30%) of this Project's costs, or approximately \$932,000, will be paid by WDEQ under the Wyoming Remediation Program.

In the end, the City's final loan amount will end up being approximately 47% less than what we had originally anticipated. The \$1.9M less in loan repayment will be favorable to the Solid Waste Fund Financial Plan and lessen future rate increases.

The repayment of the CWSRF loan providing funding for this project will come from landfill rate revenues.

Attachments

Agreement

**AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES
SHERIDAN LANDFILL REMEDIATION CORRECTIVE MEASURES PROJECT**

AMENDMENT No. 002

Date: June 16, 2023

THIS AMENDMENT modifies the Contract dated July 8, 2021 made by and between the **City of Sheridan, Wyoming** (hereinafter called Owner) and **Burns & McDonnell Engineering Company, Inc.**, (hereinafter called Consultant) for the following Project: Sheridan Landfill Remediation Corrective Measures Project. For good and valuable consideration, the sufficiency of which is acknowledged, the parties agree to make the following changes to the subject Contract.

1. The parties agree that the Consultant's Scope of Services is amended as as described in **Exhibit A**
2. The following adjustments are made to the Consultant's compensation:

Consultant's total compensation for the Scope of Services described herein shall be increased by **Three Hundred Sixty-Eight Thousand Five Hundred and Thirty-Six Dollars (\$368,536)**. This amount is an estimate based on the required environmental support, the schedule for completing the work, and the current "Schedule of Hourly Professional Service Billing Rates" included in the Agreement. It is not a guaranteed maximum; however, this amount shall not be exceeded without prior written consent of Client. A summary table and detailed cost estimates for each task are enclosed as **Exhibit B**.

3. The time for completion of Consultant's Services is adjusted as follows:

Consultant is prepared to commence activities immediately upon receipt of written authorization. The Work will generally be completed by December 31, 2024 if all tasks are authorized. This date may be extended for specific tasks upon agreement by Consultant, Owner, and the Wyoming Department of Environmental Quality.

4. Other changes to the Agreement, if any, are stated below:

None.

5. The terms of this AMENDMENT supersede any contrary terms of the Agreement. This AMENDMENT will be deemed a part of, and be subject to, all other terms and conditions of the Agreement. Except as modified above, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT the day and year first written above.

**Consultant: Burns & McDonnell
Engineering Company, Inc.**

Owner: City of Sheridan, Wyoming

By: _____



By: _____

Name: Mike A. Thomas

Name: _____

Title: Regional Manager, Env. Services

Title: _____

EXHIBIT A
Scope of Services – Amendment 2
Sheridan Landfill Remediation Program
Sheridan, Wyoming

The Consultant will implement an amended scope of work as described below. The scope of services is organized into the following tasks:

- Task 1.0 Project Management
- Task 2.0 Environmental Monitoring
- Task 3.0 Data Gaps Investigation
- Task 4.0 Alternatives Evaluation
- Task 5.0 Existing Landfill Cell 10, Phase 1 – Design & Bid Support
- Task 6.0 Existing Landfill Waste Excavation – Design & Bid Support
- Task 7.0 Old Landfill Remediation – Design & Bid Support
- Task 8.0 Old Landfill Closure Permit Amendment
- Task 9.0 Existing Landfill Environmental Monitoring Plan
- Task 10.0 Existing Landfill Cell 10, Phase 1 – Construction Quality Assurance

The scope of work and costing assumptions associated with Task 1.0 through Task 9.0 remain unchanged from Amendment 1. The scope of work and costing assumptions associated with Tasks 10.0 are described in the remainder of this document.

Task 10: Existing Landfill Cell 10, Phase 1 – Construction Quality Assurance

Under this new task, Consultant will provide construction administration support construction and quality assurance (CQA) services for the Cell 10, Phase 1 construction project. The scope and budget for this task is based on the Cell 10, Phase 1 design package and Construction Quality Assurance Plan (prepared under Task 5) and the preliminary construction schedule submitted by the Contractor.

Field oversight will be subcontracted to a Wyoming engineering firm.

Subtask 10.1 – Construction Documents and Construction Kickoff

Consultant will incorporate any revisions to the bid documents completed during the bidding process and issue "Issued for Construction" construction documents to the Owner and Contractor. Construction documents will be issued in electronic (.pdf and .dwg) format.

Consultant will schedule and attend a pre-construction meeting at the Sheridan Landfill with the Owner, Contractor, and subcontractors. Discussion topics will include communication and authority, schedule, submittals, construction quality assurance (CQA) procedures, progress meetings, payment request procedures, health and safety, temporary controls, and use of premises. Meeting minutes will be prepared and distributed to attendees of the meeting.

Consultant will review preliminary and administrative submittals from the Contractor including:

- Preliminary construction schedule
- Preliminary procurement schedule

EXHIBIT A
Scope of Services – Amendment 2
Sheridan Landfill Remediation Program
Sheridan, Wyoming

- Schedule of values
- Schedule of submittals
- Site Health and Safety Plan (SHSP)
- Training certificates
- Construction work plans
- Initial survey
- Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI)

Consultant will complete review of preliminary and administrative submittals and return to Contractor within seven business days of receiving complete submittals.

Subtask 10.2 – Submittal Review

Consultant will review and process Contractor's submittals throughout construction. Transmittal of submittals will be via e-mail. During the submittal review process, Consultant will be responsible for the following activities:

- Maintaining communication with the Contractor to ensure materials and equipment meet project specifications.
- Assisting Contractor with the efficient execution of the submittal process.
- Supporting the Owner with Impact Fees.
- Reviewing Contractor pay applications.
- Reviewing Contractor questions, requests for information (RFIs), and deviation requests. Consultant will coordinate with Owner and WDEQ on response to Contractor.
- Coordination with Owner and WDEQ for review and approval of substitution requests.
- Processing of Contractor change orders with analysis, justification, and recommendations.

Subtask 10.3 – Field Staffing and Materials Testing

Consultant will provide field representative(s) to provide on-site CQA oversight of construction during construction activities. The role of the CQA field representative(s) will be as outlined in Section 2.3 of the CQA Plan. This task assumes a construction duration of 26 weeks in 2023 (June 5 through December 1) and 9 weeks in 2024 (April 1 through May 31) .

Consultant will provide observation of the following construction activities:

- Site demolition
- Borrow excavation
- Subgrade grading and preparation
- Anchor trench excavation
- Geosynthetics installation and protective soil placement
- Liner tie-ins

EXHIBIT A
Scope of Services – Amendment 2
Sheridan Landfill Remediation Program
Sheridan, Wyoming

- Leachate sump construction
- Leachate discharge pipe installation
- Manhole installation
- Lift station tie-in
- T6/T7/T8 leachate cleanout extension
- Electrical improvement construction
- Access road construction
- Surface water channel construction
- Cuvert construction
- Concrete work
- Site reclamation

Field oversight is budgeted at an average of 56 hours per week plus federal per diem and field truck expenses for 5 days per week for the 35-week construction duration. If specific construction activities allow for part-time oversight, field effort may be reduced at the discretion of the Consultant. Consultant will track weekly field oversight demands relative to budget throughout the duration of construction; if the contractor's work schedule changes from the assumed 35-week duration and/or requires more than 56 hours of oversight per week (on average), a change order may be prepared for the additional required field labor and expenses.

Consultant will coordinate and subcontract CQA laboratory testing in accordance with the CQA Plan and Project Manual. An estimate of the laboratory testing scope is presented below. The laboratory testing budget includes cost for the shipment of geomembrane seam testing samples to an out-of-state laboratory for 1-day turn-around-time laboratory testing.

- General fill material
 - Standard Proctor moisture-density (ASTM D698) – 3 tests
- Trench backfill
 - Standard Proctor moisture-density (ASTM D698) – 3 tests
- Protective soil cover
 - Standard Proctor moisture-density (ASTM D698) – 3 tests
- Aggregate base course
 - Sieve analysis (ASTM C136) – 4 tests
 - Atterberg limits (ASTM D4318) – 4 tests
 - Standard Proctor moisture-density (ASTM D698) – 1 test
 - Degradation resistance (ASTM C131) – 4 tests
- Geomembrane production seam peel/shear (ASTM D6392) – up to 100 tests

Subtask 10.4 – Construction Quality Assurance Report

After completion of the construction activities, Consultant will prepare a CQA Report to document that the project was constructed in general accordance with the construction documents. As part of this task, Consultant will organize all pertinent construction data and

EXHIBIT A
Scope of Services – Amendment 2
Sheridan Landfill Remediation Program
Sheridan, Wyoming

submittals into a report format as outlined in the CQA Plan, submit a draft CQA Report to the Owner and WDEQ for review and comment, and submit the final CQA Report to the Owner and WDEQ for approval. Draft and final copies of the CQA Report will be submitted to the Owner and WDEQ in electronic (.pdf) format.

Subtask 10.5 – Progress Meetings and Design Changes

Consultant will schedule monthly progress meetings with Owner, WDEQ, Contractor, and relevant Contractor's subcontractors to review construction progress, review construction schedule, discuss any needed corrective measure to regain schedule, identify conflicts or delays, and review activities for the succeeding period. Meetings will include onsite and virtual meetings, dependent on construction activities and progress. Consultant will participate in a geosynthetics pre-installation meeting with the Owner, WDEQ, Contractor, and Contractor's subcontractors to review installation procedures, establish the installation schedule, define points of contact, establish testing protocol, and define the responsibilities of each party.

This task assumes CQA Engineer and Project Engineer participation in one-hour weekly meetings for the 35-week construction duration and includes budget for up to four two-day site visits for on-site meetings and/or construction inspections by the CQA Engineer or Project Engineer.

This task also includes a budget allotment of \$8,200 for revisions to design documents resulting from changes in site conditions or requests by the Owner, Contractor, the Wyoming Department of Environmental Quality (WDEQ) or others. Should design revisions be requested that require design fees in excess of this budget allotment, a change order may be prepared for the additional required labor.

Costs - Amendment 2

Task #1:		CQA		Sub-Task		10.1 Construction Docs / Kickoff		10.2 Submittals		10.3 Field		10.4 CQA Report		10.5 Meetings and Design Changes		Totals	
Labor		EO Labor															
Job Title	Name	RT/OT	Level	Rate													
Project Manager	Brad Coleman	RT	16	\$281.54													
CQA Manager	Jeff Rusch	RT	14	\$277.00													
Staff Engineer	Bonnie Elder	RT	10	\$196.40													
Assistant Engineer	Kori Davis	RT	9	\$172.56													
Assistant Engineer	Assistant	RT	8	\$144.18													
Total EO Labor Cost:				\$0.00													
Total Labor (Sum of EO, CWK, and BMI)																	
Expenses																	
Office Expenses (No Markup)																	
Description	Unit	Unit	Price per Unit														
Technology Fee	hour		\$0.00														
Copy/Fax/Printing/Phone			\$0.16														
Shipping/Postage			\$0.00														
Reprographics			\$35.00														
FedEx	each		\$115.00														
Office Expense Totals																	
Non-BMCD Travel Expenses																	
Description	Unit	Unit	Price per Unit														
Airline	R/T		\$550.00														
Lodging	person night		\$98.00														
Food	person day		\$59.00														
Vehicle Rental	day		\$90.00														
Personal Mileage	mile		\$0.625														
Airport Parking	day		\$18.00														
Field Supplies	day		\$20.00														
Food - 1st and last day of Travel	person day		\$44.14														
Outside Travel Expense Total (without markup)																	
Outside Travel Expense Total (with markup)																	
Total Expenses (with Markup):																	
Subcontractors																	
Subcontractor Labor/Expense	(Markup if selected on Set-up Sheet)	Bid	Markup %														
Peak 10.1		1200	0														
Peak 10.2			0														
Peak 10.3		109225	0														
Peak 10.4		2520	0														
Peak 10.5			0														
AET		4000	0														
TRI		4600	0														
Total Subcontractor Expense (with Markup)																	
Total Costs (Sum of Labor, Expense, and Subcontractors)																	



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: Discussion of PL-22-16, Resolution 24-23, Adkins Valley II Minor Subdivision - Public Works
Name: Director Hanns Mercer
From: Hanns Mercer, Public Works Director
To: Mayor and Council
CC:
Date: 06/21/2023

Recommendation:

Staff recommends approval of PL-22-16, Resolution 24-23, Adkins Valley II Minor Subdivision. The applicants, Steve and Tracy Bush, are requesting to subdivide 2.71 acres from 1 tract into 4 tracts. Zoned R-1 Residence District. Located at 7 Woodland Park Rd. (PIN 55841130700125).

Background:

The applicants, Steve and Tracy Bush, are requesting to subdivide 2.71 acres from 1 Tract into 4 Tracts. R-1 Residence District. Located at 7 Woodland Park Rd. (PIN 55841130700125). The property is listed as Tract 1 of the Replat of Tracts 5-8, Adkins Valley Subdivision, zoned R-1 Residence District. Access to the properties will be from a 30' access and utility easement with a 26' wide paved surface via Woodland Park Road.

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.

Future water and sewer will be connected to existing utilities in Woodland Park Road and will be available to all

the lots.

Staff sent out 22 nearest neighbor notifications to property owners within 300 feet as part of this application. In addition, notifications were advertised in the press. Staff has not received any inquiries.

Staff has no further comments at this time.

Attachments

Final Plat

Aerial

Resolution 24-23

ADKINS VALLEY II MINOR SUBDIVISION

A SUBDIVISION OF TRACT 1 OF REPLAT OF TRACTS 5-8, ADKINS VALLEY SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4SW4), SECTION 11, T55N, R84W, 6TH P.M., SHERIDAN COUNTY, WYOMING
TOTAL AREA: ±2.71 ACRES
NUMBER OF LOTS: 4

LOT 16
AMENDED PLAT OF TRACTS 11-15
ADKINS VALLEY SUBDIVISION
NOT PART OF THIS SUBDIVISION
132°X396'

S 89°10'35" W 131.96'

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED STEVE & TRACY BUSH, BEING THE OWNER, PROPRIETOR OR PARTIES OF INTEREST IN THE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY:
THAT THE FOREGOING PLAT DESIGNATED AS ADKINS VALLEY II MINOR SUBDIVISION, BEING A SUBDIVISION OF LOT 1 OF THE REPLAT OF TRACTS 5-8, ADKINS VALLEY SUBDIVISION, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4SW4), SECTION 11, T55N, R84W, 6TH P.M., SHERIDAN COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 11; THENCE S 89°35'01" W, 1509.32 FEET TO A POINT ON THE NORTH LINE OF WOODLAND PARK ROAD RIGHT-OF-WAY; SAID POINT BEING THE POINT OF BEGINNING OF SAID TRACT; THENCE N 01°15'18" W 366.34 FEET ALONG THE WEST LINE OF LOTS 2 & 3 OF SAID REPLAT OF TRACTS 5-8, ADKINS VALLEY SUBDIVISION; THENCE S 89°01'12" W, 95.65 FEET ALONG THE SOUTH LINE OF TRACT 9 OF ADKINS VALLEY SUBDIVISION; THENCE N 01°15'59" W, 264.28 FEET ALONG THE WEST LINE OF LOTS 9 & 10 OF ADKINS VALLEY SUBDIVISION TO THE SOUTH LINE OF THE AMENDED PLAT AND SUBDIVISION OF TRACTS 11-15, ADKINS VALLEY SUBDIVISION; THENCE S 89°10'35" W, 131.96 FEET ALONG SAID SOUTH LINE TO THE EAST LINE OF TRACT 4 OF SAID ADKINS VALLEY SUBDIVISION; THENCE S 01°17'07" E, 629.98 FEET ALONG THE EAST LINE OF SAID TRACT 4 OF ADKINS VALLEY SUBDIVISION TO THE NORTH LINE OF SAID WOODLAND PARK ROAD RIGHT-OF-WAY; THENCE N 89°14'31" E, 227.17 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING; SUBJECT TRACT CONTAINING ±2.71 ACRES

SUBJECT TO ANY PREVIOUSLY RECORDED EASEMENTS, EXCEPTIONS, RESTRICTIONS, COVENANTS, CONVEYANCES, AND THAT THIS SUBDIVISION, AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S), AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS 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 EASEMENTS AND OTHER PUBLIC LANDS WITHIN THE BOUNDARY LINES OF THE PLAT, AS INDICATED, AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE.

THIS _____ DAY OF _____, 2023

STEVE BUSH (OWNER)

STATE OF WYOMING }
COUNTY OF SHERIDAN }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____
THIS _____ DAY OF _____, 2023.
WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

THE UNDERSIGNED MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., HEREINAFTER MORTGAGEE, HOLDS A MORTGAGE IN AND TO THE PROPERTY EMBRACED BY THIS SUBDIVISION PLAT, WHICH MORTGAGE WAS FILED WITH THE CLERK OF SHERIDAN COUNTY AND EX-OFFICIO RECORDER OF DEEDS DOCUMENT #2022-775455. MORTGAGEE, BY SIGNATURE ON THIS PLAT, CONSENTS TO THE DEDICATIONS MADE HEREIN AND SPECIFICALLY RELEASES ALL STREETS, ALLEYS, PARKS, EASEMENTS, OPEN SPACES AND OTHER AREAS DEDICATED TO THE CITY OF SHERIDAN FOR PUBLIC USE, AS LISTED AND DESCRIBED ON THIS PLAT, FROM THE AFOREMENTIONED MORTGAGE.

(SECURITY STATE BANK)

TRACY BUSH (OWNER)

STATE OF WYOMING }
COUNTY OF SHERIDAN }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____
THIS _____ DAY OF _____, 2023.
WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

STATE OF WYOMING }
COUNTY OF SHERIDAN }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ FOR _____
THIS _____ DAY OF _____, 2023.
WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

CERTIFICATE OF APPROVAL CITY PLANNING COMMISSION

REVIEWED BY THE CITY OF SHERIDAN, WYOMING PLANNING COMMISSION THIS _____ DAY OF _____, 2023.

CHAIRMAN

ATTEST: VICE CHAIRMAN

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 _____, 2023, BY THE DIRECTOR OF PUBLIC WORKS OF SHERIDAN, WYOMING.

DIRECTOR OF PUBLIC WORKS

APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN, WYOMING THIS _____ DAY OF _____, 2023.

ATTEST: CITY CLERK

MAYOR

CERTIFICATE OF RECORDER

STATE OF WYOMING }
COUNTY OF SHERIDAN }

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT _____ O'CLOCK _____, THIS _____ DAY OF _____, 2023 AND IS DULY RECORDED IN PLAT BOOK _____ ON PAGE _____. (OR AS PLAT NO. _____)

COUNTY CLERK

STAMP RECEIVING NUMBER

CERTIFICATE OF APPROVAL DIRECTOR OF PUBLIC WORKS

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 _____, 2023.

DIRECTOR OF PUBLIC WORKS

LEGEND

- FOUND 1.5" AC-PLS 10287
- ▲ FOUND EVIDENCE AS NOTED
- ◆ FOUND 1.5" AC PLS 6812
- ⬤ SET 1.5" AC-LS 14250
- CALCULATED CORNER
- AC ALUMINUM CAP
- SUBDIVISION BOUNDARY LINE
- - - ADJOINING PROPERTY LINE
- INTERIOR TRACT LINE
- x x x FENCE LINE
- - - UTILITIES EASEMENT
- - - ACCESS EASEMENT (26' WIDE PAVED SURFACE REQUIRED)
- - - DITCH
- GRAVEL DRIVEWAY

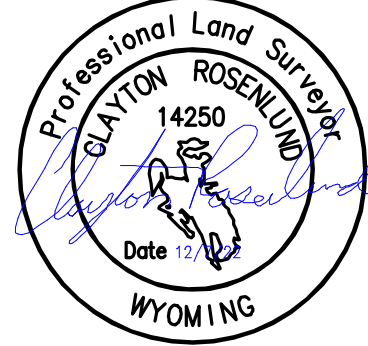
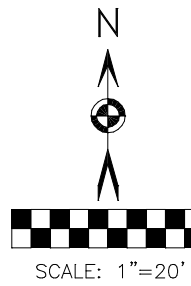
DECLARATION VACATING PREVIOUS PLATTING AND EASEMENTS

THIS PLAT IS THE SUBDIVISION OF LOT 1, REPLAT OF TRACTS 5-8, ADKINS VALLEY SUBDIVISION, SHERIDAN COUNTY, RECORDED ON BOOK _____ A PLAT NO. _____ 40; CLERK. ALL EARLIER PLATS OR PORTIONS THEREOF ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE HEREBY VACATED.

CERTIFICATE OF SURVEYOR

I, CLAYTON P. ROSENBLUND, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT OF ADKINS VALLEY II MINOR SUBDIVISION TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

CLAYTON P. ROSENBLUND
REGISTERED LAND SURVEYOR
NO. 14250

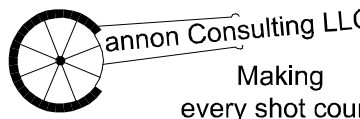


BASIS OF BEARINGS IS
US STATE PLANE, NAD 83
WYOMING EAST CENTRAL ZONE
COORDINATES AND DISTANCES
ARE GROUND (US SURVEY FEET)
PAF:1.000235

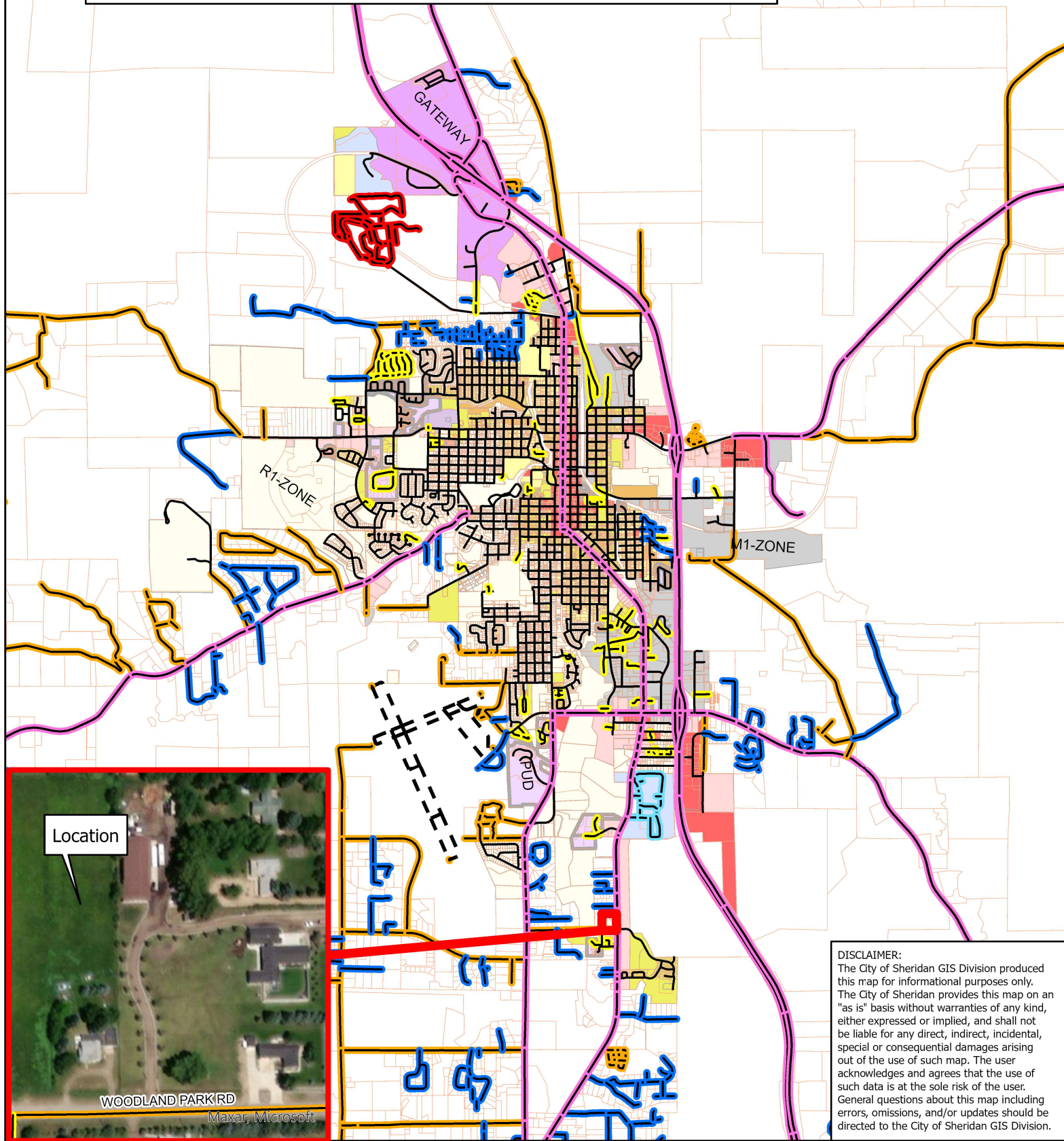
RECORD OWNER:

STEVE AND TRACY BUSH
PO BOX 82,
SHERIDAN, WY 82801

DATE PREPARED: 12/7/22

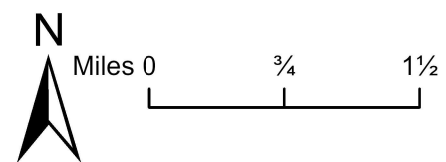


Adkins Valley II Minor Subdivision



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	Zoning City
County Road	R1 - Residence District
Forest Service Road	R2 - Residence District
Private Road	R3 - Residence District
PUBLIC ROAD	R4 - Residence District
City of Sheridan Road	B1 - Business District
Sheridan County Airport	
State of Wyoming Road	
VA Road	
Parcels	



Date: 12/14/2022 1:59 PM User: sgoodman

**CITY OF SHERIDAN
RESOLUTION 24-23**

A RESOLUTION approving PL-22-16, the minor plat of the Adkins Valley II Subdivision, dividing $\pm$ 2.71 acres from 1 tract into 4 lots. Zoned R-1 Residence District, located at 7 Woodland Park Road.

WHEREAS, the minor plat of the Adkins Valley II 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 Adkins Valley II Subdivision, dividing $\pm$ 2.71 from 1 tract into 4 lots. The property is zoned R-1 Residence District, located at 7 Woodland Park Road.

In approving the Adkins Valley II 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 19 day of June, 2023.

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: Discussion of PL 23-13, Resolution 32-23, Cove Court Manor I Subdivision - Public Works Director
Name: Hanns Mercer
From: Hanns Mercer, Public Works Director
To: Mayor and Council
CC:
Date: 05/09/2023

Recommendation:

Staff recommends approval of PL-23-13, Resolution 32-23, Cove Court Manor I Subdivision. The applicant, Ronald Elliott, is requesting to subdivide .39 acres from 2 lots into 4 lots, zoned R-3 Residence District. Located at 1368-1386 Cove Ct. (PIN 56842140100601 and 56842140100600).

Background:

The applicant, Ronald Elliott, is requesting to subdivide .39 acres from 2 lots into 4 lots. Zoned R-3 Residence District. Located at 1368-1386 Cove Ct. (PIN 56842140100601, and 56842140100600)

The property is listed as Lots 6 and 7, Block 1 of the Hill Pond Subdivision. The zoning is R-3 Residence District.

Variances being requested for the following:

- Depth to front ratio shall not exceed 2.5 to 1 per City Code - Appendix B - Article 5 - 505(C)(1)
- Lot 1 - 5.2 to 1
- Lot 2 - 7 to 1
- Lot 3 - 7.2 to 1
- Lot 4 - 5.2 to 1
- Access to a publicly dedicated street shall consist of frontage of at least 25 feet per City Code - Appendix B- Article 5 - 505(C)(5)
 - Lot 1 - 18.44'
 - Lot 2 - 19.04'
 - Lot 3 - 20.19'
 - Lot 4 - 21.28'

The surrounding properties are single-family homes zoned R-3 per City zoning, but from the Hill Ponds Subdivision plat single family residences are required to meet R-1. The properties to the north are vacant properties zoned R-1 regulations. The applicant is proposing to subdivide Lots 6 and 7 into 4 lots. The applicant is proposing the following residential lot sizes:

- Lot 1 – 3023 square feet
- Lot 2 – 4697 square feet

- Lot 3 – 4758 square feet
- Lot 4 – 4431 square feet

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 with the requested variances.

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 Cove Court right-of-way. Future water and sewer connections will tap into these lines.

Staff sent out 56 nearest neighbor notifications to property owners within 300 feet as part of this application. In addition, notifications were advertised in the press. Staff has not received any inquiries.

Staff has no further comments at this time.

Attachments

Final Plat

Variance Letter

Aerial

Resolution 32-23

BOA Variance Decision



LOCATION MAP
(NO TRUE SCALE)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	60.00'	43.31'	42.38'	S 19°57'01" W	41°21'39"
C2	60.00'	18.44'	18.37'	S 09°32'01" E	17°36'26"
C3	60.00'	19.04'	18.96'	N 27°25'45" W	18°11'03"
C4	60.00'	20.19'	20.10'	S 46°09'48" E	19°17'02"
C5	60.00'	21.28'	21.17'	N 65°58'01" W	20°19'24"
C6	60.00'	78.12'	72.71'	S 66°34'25" W	74°35'44"

CERTIFICATE OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED COVE COURT MANOR LLC, BEING THE OWNER, PROPRIETOR OR PARTIES OF INTEREST IN THE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY:

THAT THE FOREGOING PLAT DESIGNATED AS COVE COURT MANOR I MINOR SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE¼SE¼), SECTION 28, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING, BEING LOTS 6 AND 7, OF HILL POND SUBDIVISION, CITY OF SHERIDAN, BEING LOCATED IN THE BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21, THENCE N 10°20'03" W, 2073.43 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7 AND THE POINT OF BEGINNING; THENCE S 89°30'53" W, 134.78 FEET ALONG THE SOUTH LINE OF SAID LOT 7 TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE N 00°23'08" W, 139.80 FEET, ALONG THE WEST LINE OF SAID LOTS 7 & 6 TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE N 89°36'22" E, 89.69 FEET ALONG THE NORTH LINE OF SAID LOT 6 TO A POINT ON THE WEST LINE OF COVE COURT RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY THROUGH A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, AN ARC LENGTH OF 78.96 FEET, A DELTA OF 75°23'55" AND A CHORD OF S 38°25'45" E, 73.38 FEET TO THE NORTHEAST CORNER OF SAID LOT 7; THENCE S 00°15'26" E, 81.81 FEET ALONG THE EAST LINE OF SAID LOT 7 TO THE POINT OF BEGINNING. SUBJECT TRACT CONTAINING ±16911 SQUARE FEET MORE OR LESS

SUBJECT TO ANY PREVIOUSLY RECORDED EASEMENTS, EXCEPTIONS, RESTRICTIONS, COVENANTS, CONVEYANCES, AND

THAT THIS SUBDIVISION, AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S); AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS 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 EASEMENTS AND OTHER PUBLIC LANDS WITHIN THE BOUNDARY LINES OF THE PLAT, AS INDICATED, AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE. THIS _____ DAY OF _____, 2023

STATE OF WYOMING)
COUNTY OF SHERIDAN) ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME
THIS _____ DAY OF _____, 2023.
WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES: _____

COVE COURT MANOR LLC.
(MEMBER)

NOTARY PUBLIC

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 _____, 2023, BY THE DIRECTOR OF PUBLIC WORKS OF SHERIDAN, WYOMING.

DIRECTOR OF PUBLIC WORKS

APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERDAN, WYOMING THIS _____ DAY OF _____, 2023.

ATTEST: CITY CLERK

MAYOR

CERTIFICATE OF APPROVAL CITY PLANNING COMMISSION

REVIEWED BY THE CITY OF SHERIDAN, WYOMING PLANNING COMMISSION THIS _____ DAY OF _____, 2023.

CHAIRMAN

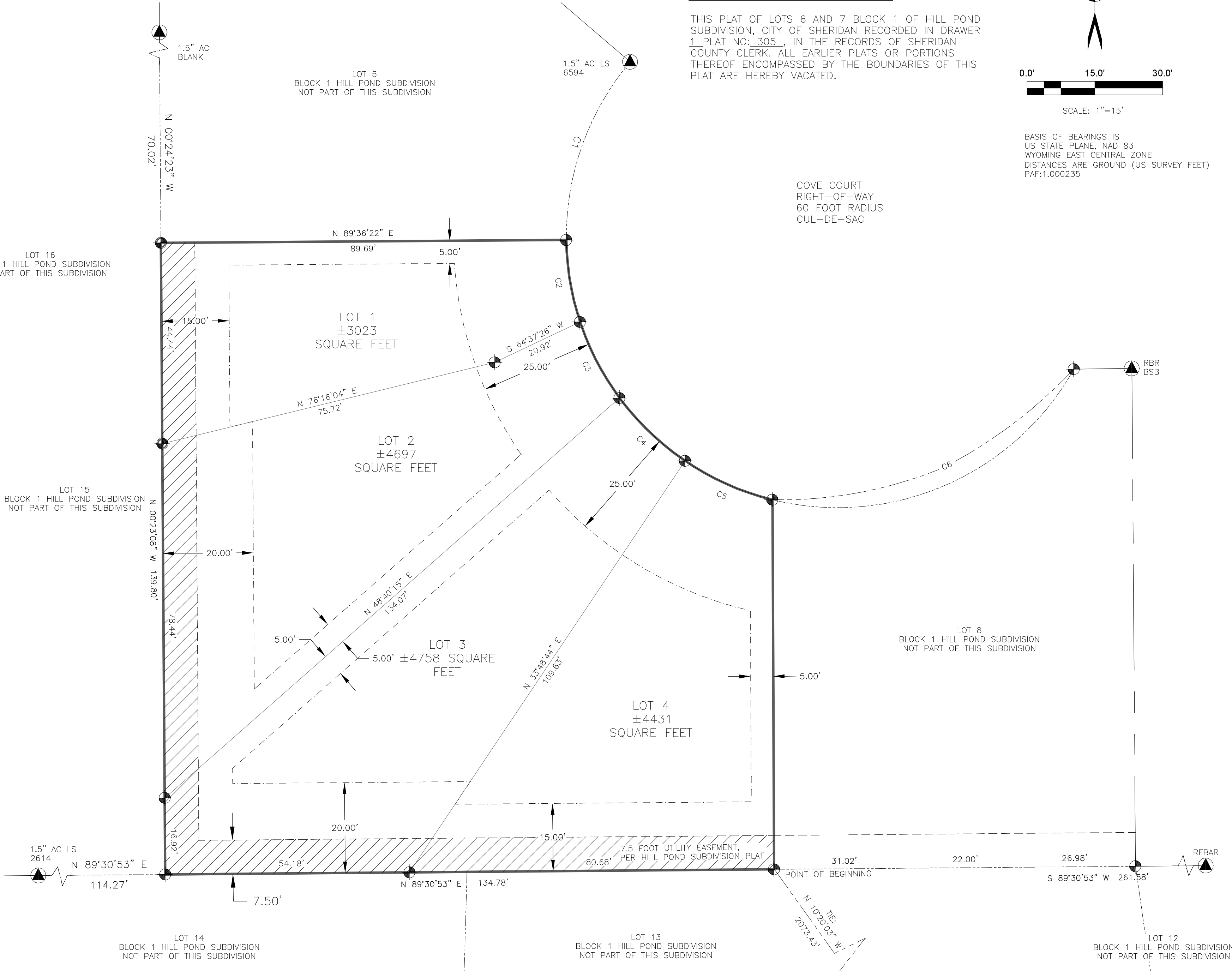
ATTEST: VICE CHAIRMAN

COVE COURT MANOR I SUBDIVISION

THE SUBDIVISION OF LOTS 6 & 7 OF BLOCK 1, OF HILL POND SUBDIVISION, CITY OF SHERIDAN, SHERIDAN COUNTY, LOCATED IN NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (NE¼SE¼), OF SECTION 21, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING
TOTAL AREA: ±16911 SQ. FT. (±0.39 ACRES)

- LEGEND**
- FOUND CORNER AS NOTED
 - CALCULATED CORNER
 - SET 1.5" AC LS 14250
 - ALUMINIUM CAP
 - P.O.B. POINT OF BEGINNING
 - UTILITY EASEMENT
 - BOUNDARY OF THIS SUBDIVISION
 - ADJOINING LOT LINE
 - INTERIOR LOT LINE
 - SETBACKS

LOT 16
BLOCK 1 HILL POND SUBDIVISION
NOT PART OF THIS SUBDIVISION



NOTES

- ANY PURCHASER DOES NOT HAVE THE RIGHT TO THE NATURAL FLOW OF ANY STREAM WITHIN, OR ADJACENT TO THE SUBDIVISION, SINCE WYOMING WATER ADMINISTRATION LAWS DO NOT RECOGNIZE ANY RIPARIAN RIGHTS WITH REGARD TO NATURAL FLOW FOR PERSONS LIVING ON THE BANK OF ANY STREAM OR RIVER.
- ALL NEW CONSTRUCTION, REMODELING, ADDITIONS OR REPAIRS TO ANY PUBLIC OR PRIVATE BUILDINGS WITHIN THE SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY SHERIDAN STANDARDS REGULATIONS AND BUILDING PERMITS AND INSPECTIONS ARE REQUIRED.
- THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.
- NO EXISTING BUILDINGS (RAW LAND)
- ALL LOTS ARE ZONED R-3
- LOT 1&2 AND 3&4 ARE TO BE TWINHOME LOTS WITH A SHARED FIREWALL
- VARIANCES GRANTED BY THE CITY COUNCIL AND BOARD OF ADJUSTMENT
 - DEPTH TO FRONT RATION LOTS 1-4
 - LENGTH OF STREET FRONTAGE LOTS 1-4
 - SIDE YARD SETBACK, ZERO LOT LINE BETWEEN LOTS 1 & 2, AND LOTS 3 & 4
 - REAR YARD SET BACK TO 15' FOR LOTS 1 AND 4

SURVEYOR NOTES

- TOTAL ACREAGE OF SUBDIVISION = ±.39 ACRES
TOTAL NUMBER OF LOTS = 4
AREAS OF LOTS = ±.39 ACRES
- TOTAL ACREAGE FOR DISCLAIM OF INTEREST = ±.39 ACRES

SE CORNER
SECTION 21
3.25' AC LS 2615
N: 1898049.26
E: 1406195.76
LATITUDE: N 44°48'22.27714"
LONGITUDE: W 106°58'22.6366"

CERTIFICATE OF SURVEYOR

I, CLAYTON ROSENBLUND, 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 COVE COURT MANOR I MINOR 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.

REGISTERED LAND SURVEYOR

NO. 14250



51 COFFEN AVE SUITE #2
SHERIDAN, WYOMING 82801

DATE OF PREPARATION: MAY 3, 2023

RECORD OWNER: COVE COURT MANOR LLC
22 EAST LOUCKS ST, SHERIDAN, WY

Cannon Consulting
51 Coffeen Ave Suite 002
Sheridan Wyoming 82801
Phone (307) 752-0109

5/10/23

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

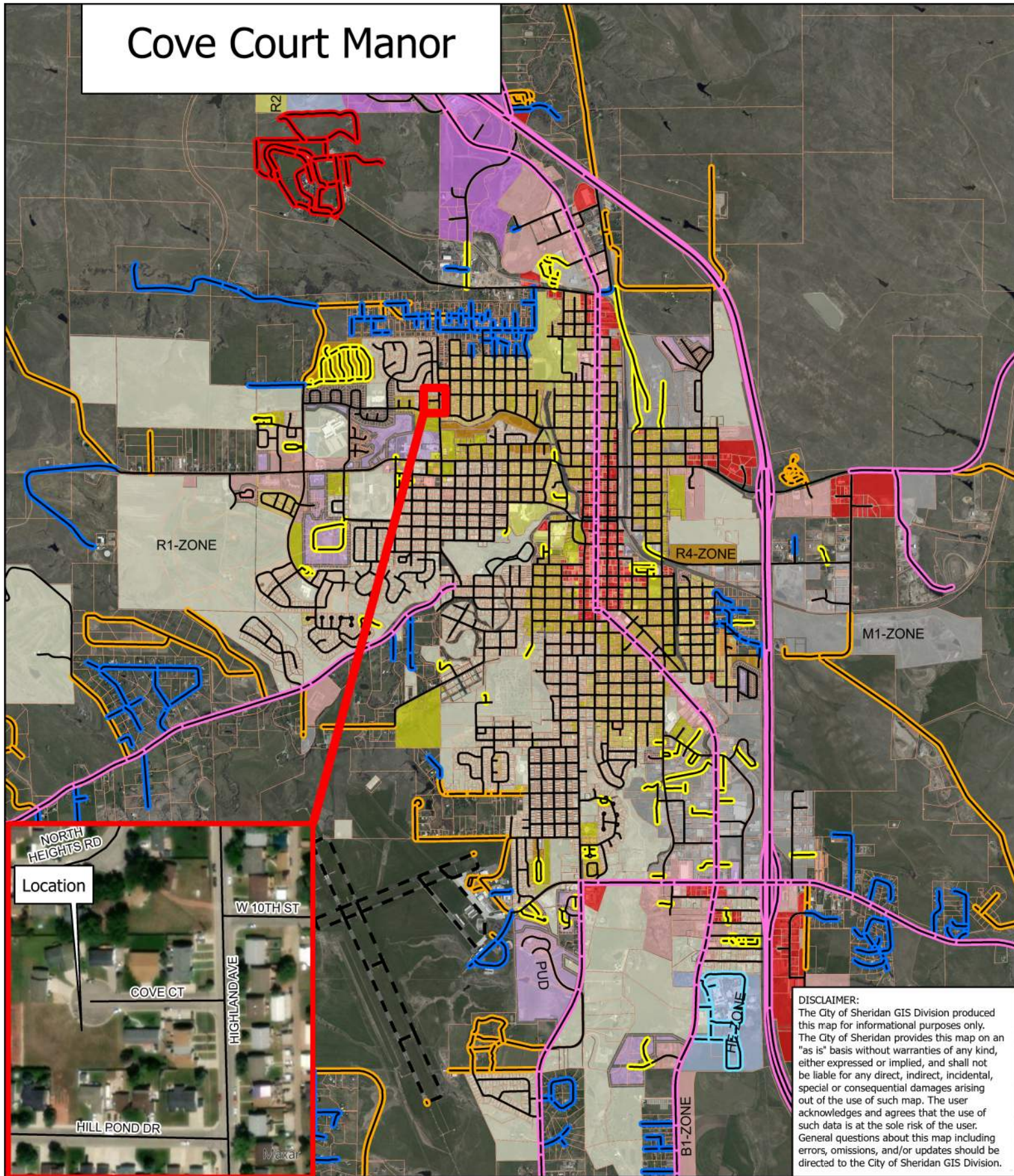
RE: Variance request to accompany the Cove Court Manor Subdivision submittal.

This letter is to serve as a request for two variances, The first one being the required maximum 2.5 to 1 depth to front ratio and secondly the required 25 feet of frontage. We respectfully request these variances for a few different reasons. First one being that the proposed buildings will be a single family attached dwellings and will have a shared firewall effectively cutting the lots in half this combined with having the access to these lots is on a cul-de-sac makes the frontage narrower than usual. As you go toward the back of the lot it widens out to a usable area. This type of structure/use is not unusual in the area as there is a similar townhome on the north side of this cul-de-sac (Welcome Home Subdivision). I am writing this on behalf of Ronald Elliot and am acting as his agent regarding the submittal of this subdivision plat.

Respectfully,

Daniel Kopman
Cannon Consulting LLC

Cove Court Manor



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



**CITY OF SHERIDAN
RESOLUTION 32-23**

A RESOLUTION approving PL-23-13, the minor plat of the Cove Court Manor I Subdivision, dividing .39 acres from 2 lots into 4 lots. Zoned R-3 Residence District. Located at 1368-1386 Cove Ct.

WHEREAS, the minor plat of the Cove Court Manor I 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 final plat of the Cove Court Manor I Subdivision, dividing .39 acres from 2 lots into 4 lots on the property located at 1368-1386 Cove Ct.

In approving the Cove Court Manor I 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.

In addition to approving the Cove Court Manor I Subdivision, the City Council is also approving a depth-to-front ratio variance and a variance for the frontage. The depth-to-front ratio for Lot 1 of 5.2 to 1, Lot 2 of 7 to 1, Lot 3 of 7.2 to 1, and for Lot 4 of 5.2 to 1. The dedicated street frontage for Lot 1 will be 18.44 feet, Lot 2 will be 19.04 feet, Lot 3 will be 20.19 feet, and Lot 4 will be 21.28 feet.

PASSED, APPROVED, AND ADOPTED this 5th of July 2023.

Richard Bridger, Mayor

ATTEST:

Cecilia Good, City Clerk

**Sheridan City Board of Adjustment
Variance Decision**

On May 11, 2023 at 7:00PM, the City of Sheridan Board of Adjustment ("Board") held a meeting to consider the granting of a variance to Cove Court Manor LLC, as record owner of 1368 and 1386 Cove Ct.; Lots 6 and 7, Block 1, Hill Pond Subdivision Subdivision, to the City of Sheridan, Sheridan County, Wyoming (herein the "Property"). Said variance consisted of the following request made by the owner:

Consideration of PL-23-15; 1368 and 1386 Cove Ct., a variance request from the Hill Pond Subdivision plat requirement of a 5 foot side yard setback requirement to allow two twin homes to share a common wall and a variance from the plat requirement rear yard setback of 20 feet to allow new duplexes to be built 15 feet from the rear property line. PIN 56842140100601 and 568442140100600

The Board of Adjustment convened an advertised public hearing and voted on the matter of the variance by a quorum of members.

Persons in attendance and heard at the public meeting on the matter were:

- Ronald Elliott – owner

The property owner, as part of his application to the Board, submitted a packet of materials that included an application, proposed subdivision plat, and a letter of request.

Mr. Elliott testified at the public hearing that he hopes to build four units, 2 apartments and 2 studios. It is on a snow route so wants to have off street parking.

City Staff submitted a staff report for the October 13th hearing, which was considered by the Board of Adjustment in their review of the matter. The contents of the staff report and all other submittals referenced above, are incorporated herein by reference.

The request was for a variance request from the Hill Pond Subdivision plat requirement of a 5 foot side yard setback requirement to allow two twin homes to share a common wall and a variance from the plat requirement rear yard setback of 20 feet to allow new duplexes to be built 15 feet from the rear property line, and after full consideration of the evidence presented at the hearing, and the staff report, the application for a variance was denied.

In order for a variance to be granted by the Board, the following factors must be met (Sheridan City Code Appendix A §14.4):

1. Does the variance meet the criteria of variances the Board of Adjustments may grant?
2. The granting of the variance will not be contrary to the public interest.
3. The need for a variance is owing to special conditions and a literal enforcement of the Code will result in unnecessary hardship, and
4. The spirit of the Code is still observed and substantial justice done.

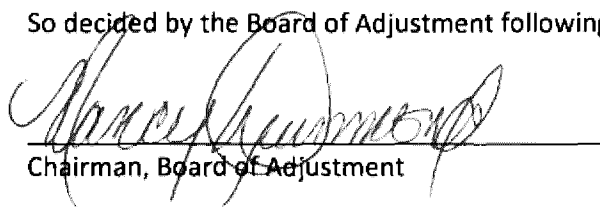
Conclusions of Law:

1. The request was in accordance with and met the criteria of the Sheridan City Code, Appendix A, Section 14 and with Wyoming Statutes, 15-1-606 and 15-1-608.
2. The public hearing for this request was held in accordance with the requirements of Sheridan City Code, Appendix A, Section 14 and 15-1-606, Wyoming Statutes.

THEREFORE, the Board of Adjustment hereby denies the application for a variance as described in Planning Case File PL-22-15, 1368 and 1386 Cove Ct.



So decided by the Board of Adjustment following the hearing date of May 11, 2023:


Chairman, Board of Adjustment

STATE OF WYOMING

ss

COUNTY OF SHERIDAN

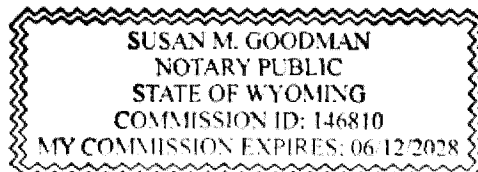
Signed before me on 19th day of June, 2023 by Nancy Drummond.

Witness my hand and official seal.



Notary public

My commission expires 06/12/2028.



NO. 2023-786176 VARIANCE

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
CITY OF SHERIDAN 55 GRINNELL PLZ
SHERIDAN WY 82801-3930



CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801

Ph (307) 674-6483 Fax (307) 674-2195

Public Works

MEMORANDUM

Project Name: Discussion of PL-23-21, Resolution 35-23, RRL&C 3 Subdivision - Public Works Director Hanns Mercer

From: Hanns Mercer, Public Works Director

To: Mayor and Council

CC:

Date: 06/08/2023

Recommendation:

Staff recommends approval of PL-23-21, Resolution 35-23, RRL&C 3 Subdivision. The application, The Mountain States Telephone and Telegraph Company, is requesting to subdivide 3.07 acres from 1 lot into 2 lots, zoned M-1 Industrial District. Located at 1692 Commercial Ave. (PIN 56843545800525).

Background:

The applicant, The Mountain States Telephone and Telegraph Company, is requesting to subdivide 3.07 acres from 1 lot into 2 lots. Zoned M-1 Industrial District. Located at 1692 Commercial Ave. (PIN 56843545800525).

The property is listed as Lot 5 Sheridan Commercial Park.

Access to the properties will be from the paved surface via Commercial Lane.

The surrounding properties are commercial properties zoned M-1 Industrial. The applicant is proposing to subdivide lot 5 into 2 lots. The applicant is proposing the following commercial lot sizes:

- Lot 1 – 1.02 acres
- Lot 2 – 2.05 acres

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.

Future water and sewer will be connected to existing utilities in Commercial Ave and will be available to all the lots.

Staff sent out 12 nearest neighbor notifications to property owners within 300 feet as part of this application. In addition, notifications were advertised in the press. Staff has not received any inquiries.

Staff has no further comments at this time.

Attachments

Final Plat

Aerial

Resolution 35-23

FINAL PLAT
of the
RRL&C 3 SUBDIVISION

TRACT CONSISTS OF 3.07 ACRES

BEING A REPLAT OF LOT 5, SHERIDAN COMMERCIAL PARK
a subdivision of a tract of land located in the NW¼NW¼ of Section 1 and NE¼NE¼ of Section 2,
Township 55 North, Range 84 West, SE¼SE¼ and SW¼SW¼ of Section 36, Township 56 North,
Range 84 West, of the Sixth Principal Meridian, Sheridan County, Wyoming.

LOCATION
SCALE: 1" = 1000'



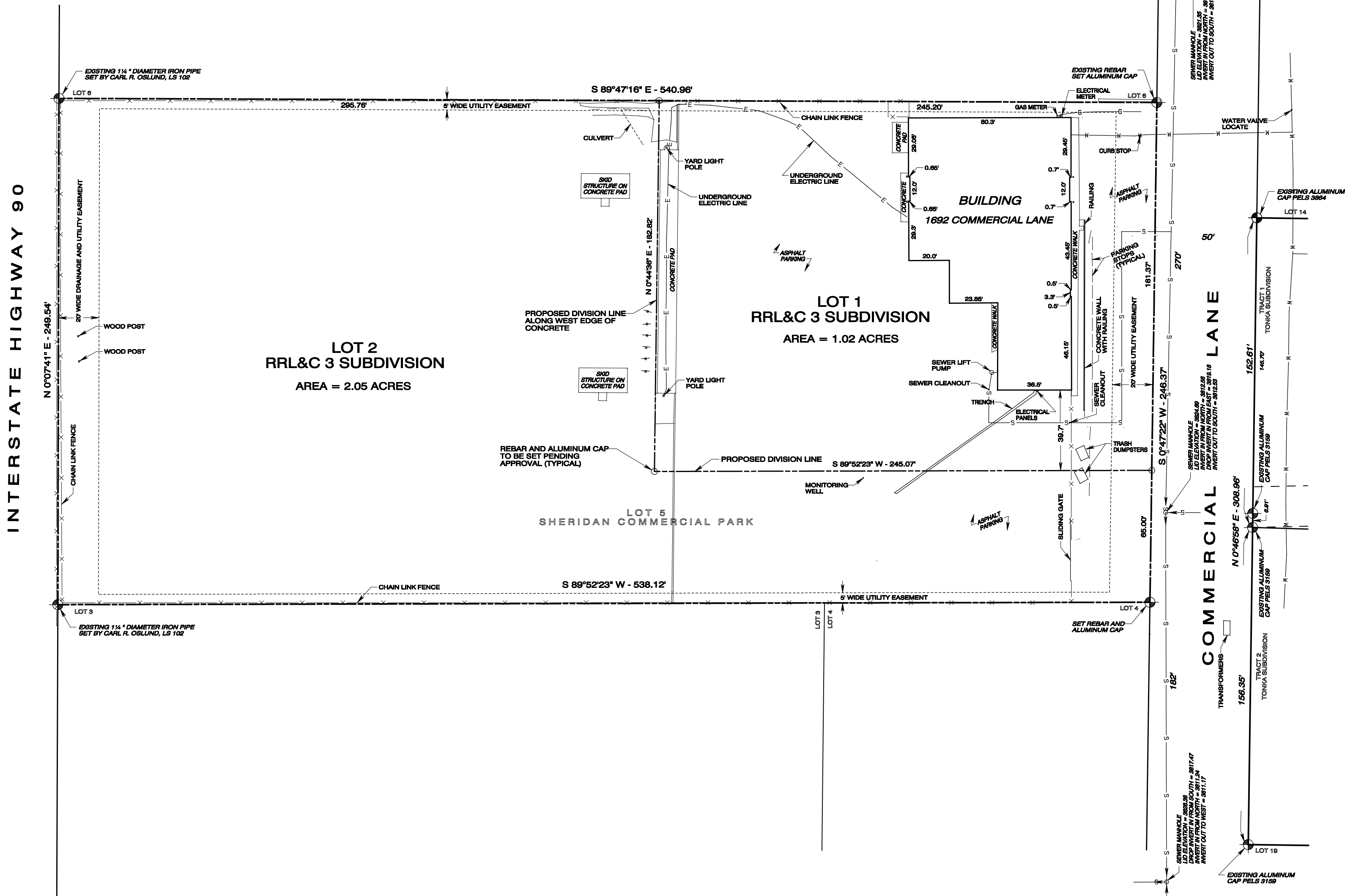
DETAIL

SCALE: 1" = 40'



BASIS OF BEARING IS SOUTHWESTERLY LINE OF LOT 1, SHERIDAN COMMERCIAL PARK,
THAT BEING S 41°29'00" E, BETWEEN TWO EXISTING HIGHWAY RIGHT OF WAY MONUMENTS.
(SEE LOCATION MAP). ROTATE PLAT BEARINGS COUNTERCLOCKWISE 0°12'51" FOR STATE
PLANE BEARINGS.

PROPERTY IS ZONED M - 1.



CERTIFICATE of OWNERS

Know all men by these presents that the undersigned, QWEST Corporation, a Colorado Corporation, being the owner of interest in the land shown on this plat, does hereby certify:
That the foregoing plat designated as RRL&C 3 Subdivision, being a Replat of Lot 5 of Sheridan Commercial Park in the City of Sheridan, Sheridan County, Wyoming.
That this subdivision, as it is described and as it appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owner and proprietor; and that this is a correct plat of the area as it is divided into lots, blocks, streets and easements, and
That the undersigned owner of the land shown and described on this plat does hereby dedicate to the City of Sheridan and its licensees for public use for the indicated purposes, all streets, alleys, easements and other public lands within the boundary lines of the plat, as indicated, and not already otherwise dedicated for public use.
Utility easements, as designated on this plat, are hereby dedicated to the City of Sheridan and its licensees for public use for the purpose of installing, repairing, reinstalling, replacing and maintaining sewers, water lines, gas lines, electric lines, telephone lines, cable TV lines and other 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 _____, 2023, by:

QWEST Corporation, a Colorado Corporation (Owner)

by _____.

State of Colorado } ss

County of _____

On this _____ day of _____, 2023, before me personally appeared _____ of QWEST Corporation, a Colorado Corporation, and that (s)he does hereby acknowledge said instrument to be the free act and deed of said QWEST Corporation, a Colorado Corporation.

My commission expires: _____.

NOTARY PUBLIC



DECLARATION VACATING PREVIOUS PLATTING

This plat is a Replat of Lot 5 of Sheridan Commercial Park in the City of Sheridan, Wyoming, as recorded in Drawer "S" of Plats, Map No. 140, of the Records of the Sheridan County Clerk. All earlier plats or portions thereof encompassed by the boundary of this plat are hereby vacated.

DIRECTOR of PUBLIC WORKS
CERTIFICATE of APPROVAL

This plat has been prepared in accordance with the requirements and procedures outlined in the subdivision regulations of the City of Sheridan, Wyoming and certified this _____ day of _____, 2023 by the Director of Public Works of Sheridan, Wyoming.

DIRECTOR of PUBLIC WORKS

CITY of SHERIDAN
CERTIFICATE of APPROVAL

Approved by the City Council of the City of Sheridan, Wyoming, this _____ day of _____, 2023.

ALDER CITY CLERK

MAYOR

FINAL PLAT
of the
RRL&C 3 SUBDIVISION

being a REPLAT of

LOT 5

of

SHERIDAN COMMERCIAL PARK

in the

CITY of SHERIDAN
SHERIDAN COUNTY, WYOMING

addressed as

1692 COMMERCIAL LANE

for

QWEST CORPORATION, a COLORADO CORPORATION
C/O KIMBERLY SWEATT, DIRECTOR of REAL
ESTATE TRANSACTIONS and ANALYSIS

931 14TH STREET, SUITE 103
DENVER, COLORADO 80202

CERTIFICATE of SURVEYOR

State of Wyoming } ss
County of Sheridan

I, David L. Randall, of Sheridan, Wyoming do hereby certify that I am a duly registered Professional Engineer and Land Surveyor, licensed under the laws of the State of Wyoming, that this plat is a true, correct and complete plat of RRL&C 3 Subdivision as laid out, platted, dedicated and shown hereon, that this plat was made from an accurate survey of said property conducted by me in April and May of 2023 and that this plat correctly shows the location and dimensions of all lots, easements and streets of said subdivision in compliance with the City of Sheridan regulations governing the subdivision of land.

Registration No. 3159 PE & LS

CIVIL ENGINEER and LAND SURVEYOR

CERTIFICATE of the
CITY of SHERIDAN
PLANNING COMMISSION

Reviewed by the City of Sheridan Planning Commission this _____ day of _____, 2023.

ALDER VICE-CHAIRMAN

CHAIRMAN

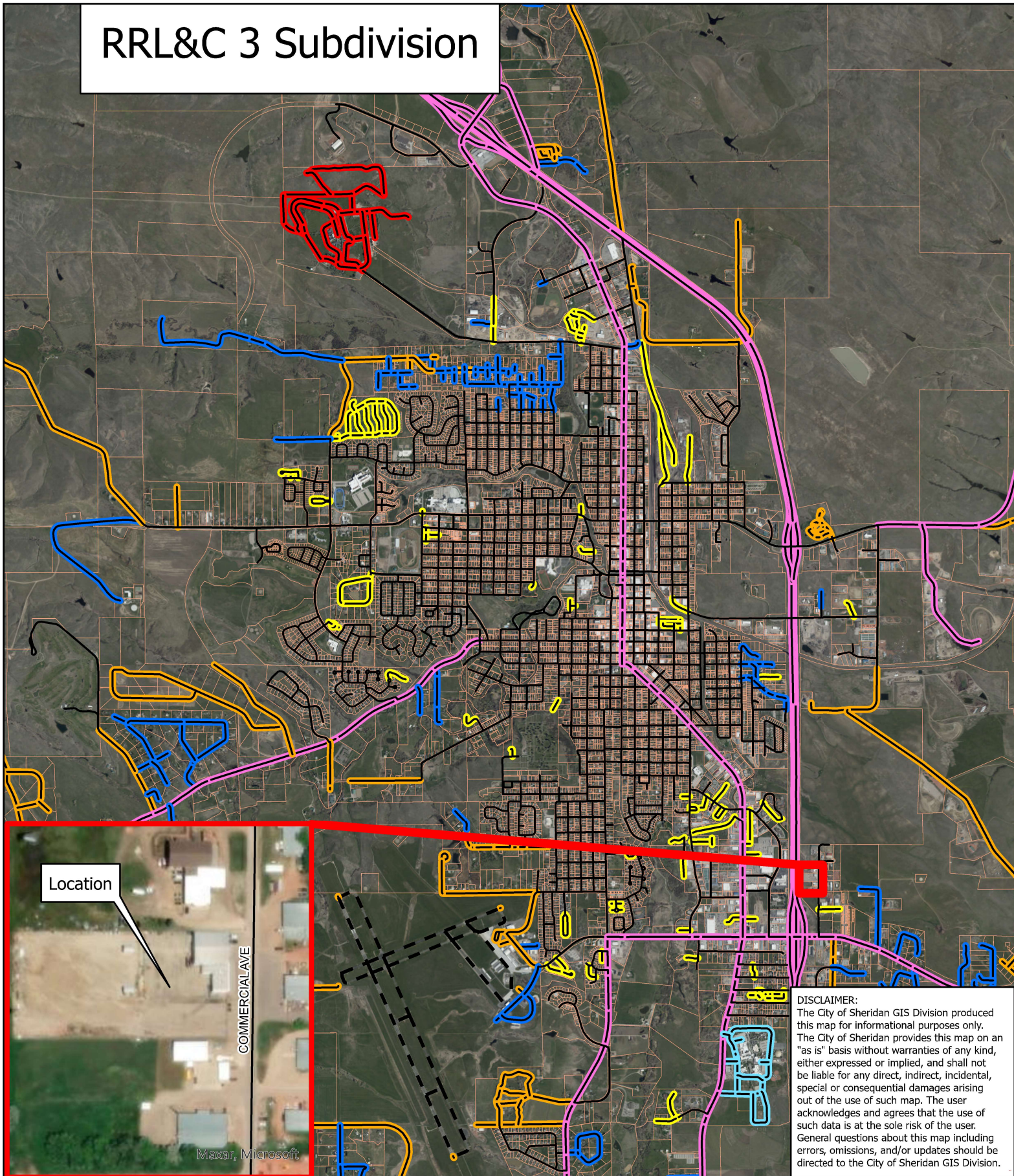
CERTIFICATE of RECORDER

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 _____, 2023, and is duly recorded in Book _____, Page No. _____, and is duly recorded in Book _____, Page No. _____, and is duly recorded in Book _____, Page No. _____.

COUNTY CLERK

RRL&C 3 Subdivision



Legend

Roads

- County Road
- Forest Service Road
- Private Road
- PUBLIC ROAD
- City of Sheridan Road

- Sheridan College Road
- Sheridan County Airport
- State of Wyoming Road
- VA Road
- Parcels

City of Sheridan Imagery 2019

- Red: Band_1
- Green: Band_2
- Blue: Band_3



Miles 0 1/2 1

Date: 6/2/2023 8:53 AM User: sgoodman

**CITY OF SHERIDAN
RESOLUTION 35-23**

A RESOLUTION approving PL-23-21, the minor plat of the RRL&C 3 Subdivision, dividing 3.07 acres from 1 lots into 2 lots. Zoned M-1 Industrial District. Located at 1692 Commercial Ave. PIN 56843545800525.

WHEREAS, the minor plat of the RRL&C 3 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 final plat of the RRL&C 3 Subdivision, dividing 3.07 acres from 1 lots into 2 lots on the property located at 1692 Commercial Ave.

In approving the RRL&C 3 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 5th day of July 2023.

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: Discussion of PL-23-20, Resolution 36-23, Vacate 1,730.3 sq ft of the East-West Alley North of 9
Name: Vale St - Public Works Director Hanns Mercer
From: Hanns Mercer, Public Works Director
To: Mayor and Council
CC:
Date: 06/19/2023

Recommendation:

Staff recommends approval of PL-23-20, Resolution 36-23, the applicants, Burns Industries Inc. and City Dwellings, is requesting to vacate 1,730.3 sq ft of the east-west alley north of 9 Vale St., in Block 6 of the Western Addition, between Vale St. and Highland Ave.

Background:

The applicants, Burns Industries, Inc. and City Dwelling's. Inc., are requesting to vacate 1,730.3 square feet of the east-west alley in Block 6 of the Western Addition. The proposed alley to be vacated is located between 9 N. Vale St. and 37 N. Vale St. from Vale St. to Highland Ave.

Block 6 of the Western Addition contains a 12.88-foot wide alley that runs east-west between the adjacent lots between Fox Street and Highland Avenue. The portion proposed to be vacated is the alley between Vale Street and Highland Avenue. Surrounding properties include single-family homes zoned R-1. The adjacent property owners are proposing to vacate the existing alley to be incorporated into the adjacent properties. The alley is not improved, is overgrown, cannot be accessed by a vehicle from Highland Avenue, and contains a portion of a structure on it from 9 Vale Street. A general utility easement will remain in place to be used by the City of Sheridan, its licensees and utility providers.

Nearest neighbor letters were sent to adjacent property owners. Staff received no comments or inquiries at the time of writing this staff report. Affected utilities were sent letters 30 days prior to the meeting. One affected entity sent a response letter in support of the proposed vacation.

Discussion:

Per Appendix B, Section 205 of the Sheridan Municipal Code: Per Appendix B, Section 205 of the Sheridan Municipal Code:

A. Any plat may be vacated by the owners or proprietors thereof at any time before the sale of any lots, or before the subdivider has made substantial improvements in the subdivision, by submitting a copy of the plat to the Planning Commission, along with a written request for the vacation. In cases where lots have been sold, the written request shall be by all the owners of lots within the portion of the plat proposed to be vacated. The City Council shall approve or disapprove the vacation. The recording of an instrument vacating the plat shall operate to destroy the force and effect of the recording of the original plat and to divest all public rights in the streets, alleys, commons and public grounds laid out or described in such a plat.

B. Public rights-of-way or public easements which were dedicated under the provisions of these regulations, or laid

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

C. Prior to consideration of any request to vacate or alter any platted public right-of-way or easement, the owner(s) of the land encumbered thereby must provide proof that all grantees having interest in the right-of-way/easement, including public and private utilities, have been notified twice in writing via certified mail of the owner's request to vacate or alter the easement. The first notification must occur at least thirty calendar days prior to any action by the City Council or Public Works Director. Alteration or vacation of the public right-of-way/easements may be considered as part of the subdivision application.

D. Any part of a plat may be vacated provided such vacating does not abridge or destroy any of the rights and privileges of other proprietors in said plat; and provided, further, that nothing contained in this section shall authorize the closing or obstruction of any public highways. The request for vacation shall be made by all the owners of lots within that portion of the plat sought to be vacated.

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

Attachments

Resolution 36-23

Aerial

Exhibit

Petition

**CITY OF SHERIDAN
RESOLUTION 36-23**

A RESOLUTION vacating 1730.3 square feet of the alley right-of-way, located adjacent to the north of 9 N Vale St in Block 6 of the Western Addition.

WHEREAS, the property owners at 9 N Vale St and 37 N Vale St adjacent to the alley ROW have petitioned the City Council requesting that the alley right-of-way be vacated; and

WHEREAS, this request for a right-of-way vacation meets the requirements of Sheridan City Code Appendix B, §205:

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

That the alley adjacent to 9 N Vale St and 37 N Vale St, located in Block 6 of the Western Addition to the City of Sheridan, is hereby vacated.

PASSED, APPROVED, AND ADOPTED this 5th of July 2023.

Richard Bridger, Mayor

ATTEST:

Cecilia Good, City Clerk

State of Wyoming

SS

County of Sheridan

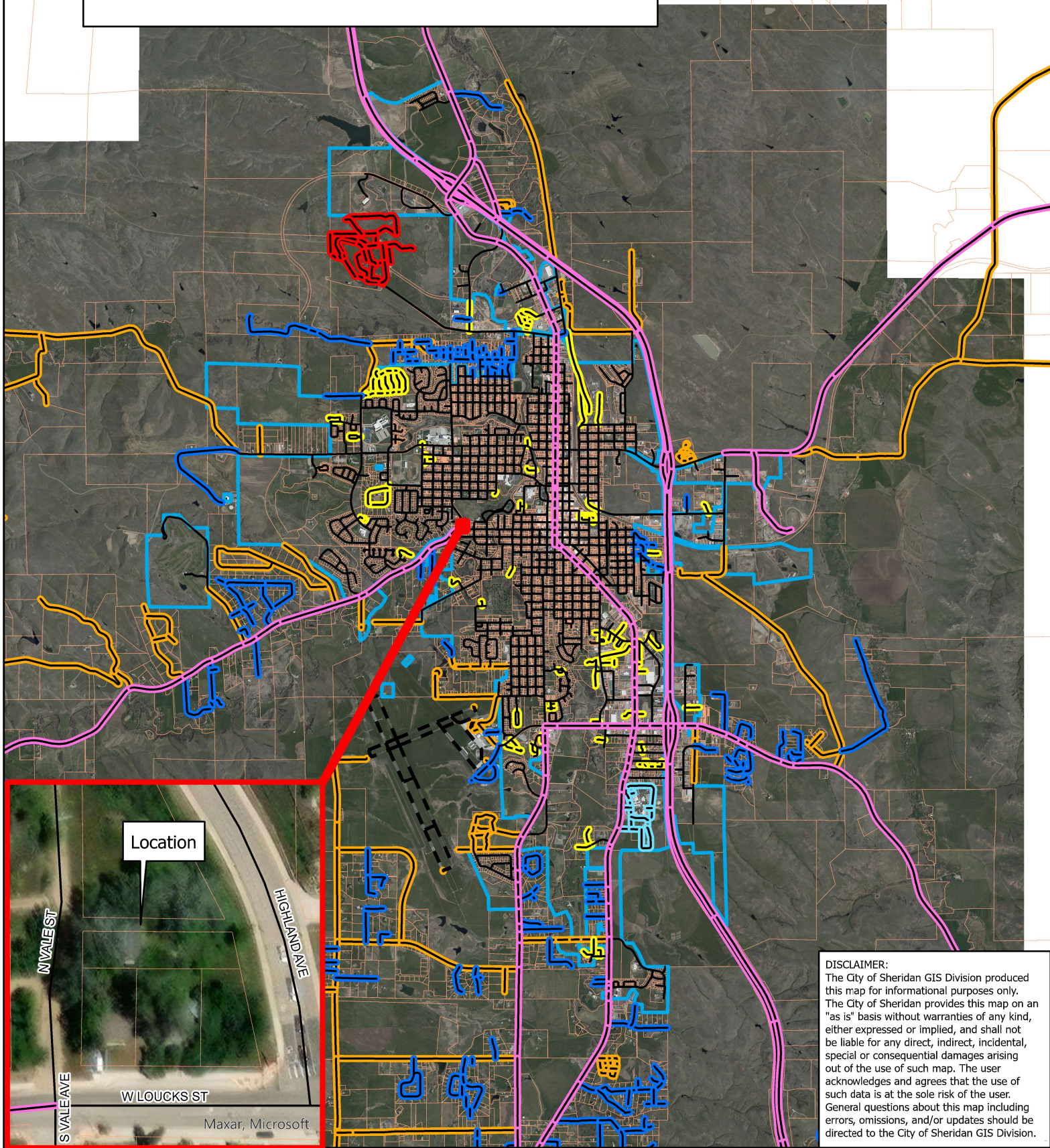
Subscribed and sworn to (or affirmed) before me this _____ day of

_____, 2023 by _____.

Notary Public

My commission expires _____.

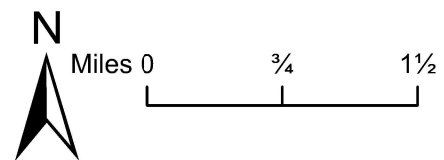
Western Alley Vacation



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.



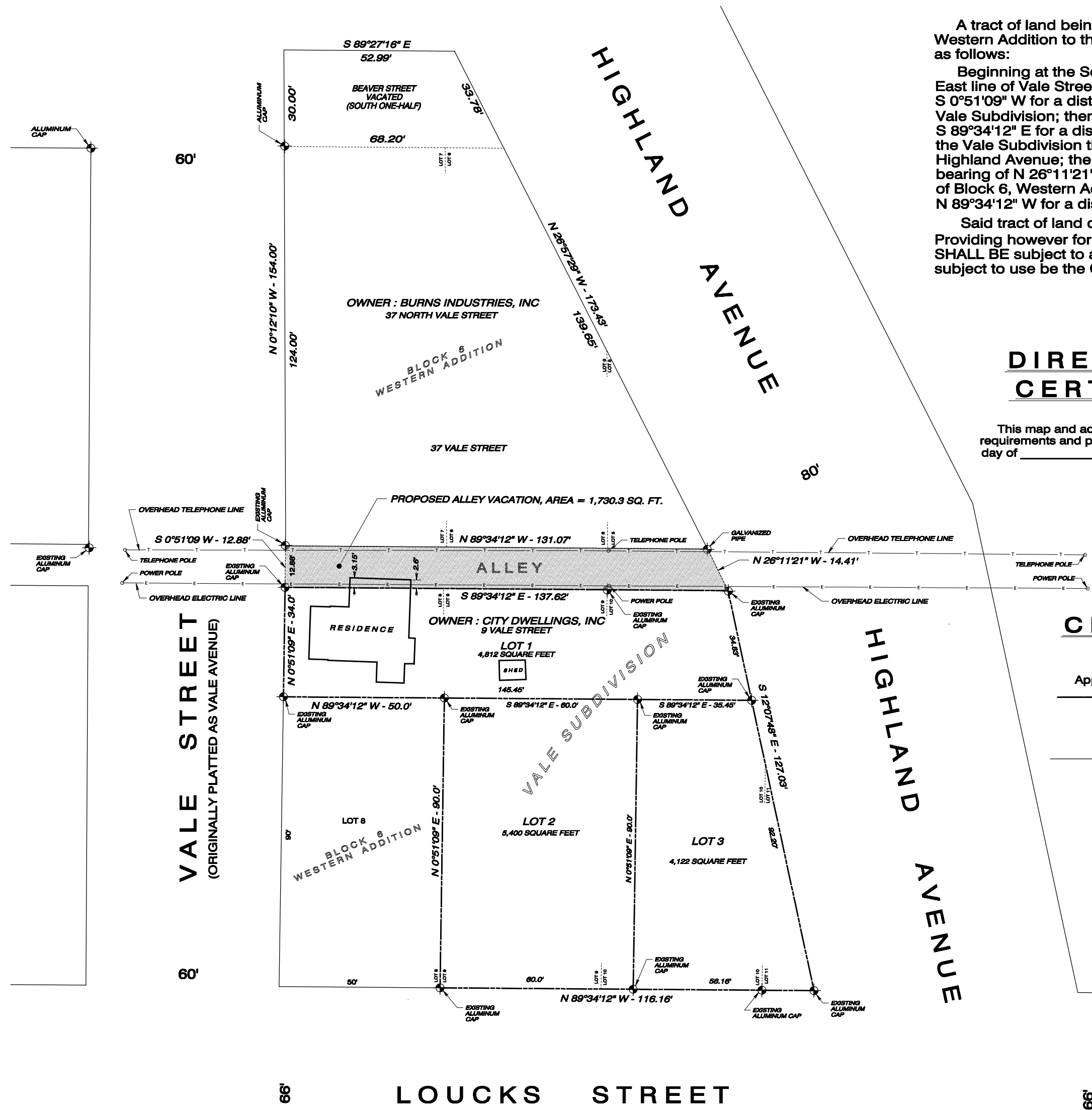
Legend	
Roads	
	County Road
	Forest Service Road
	Private Road
	PUBLIC ROAD
	City of Sheridan Road
	Sheridan College Road
	Sheridan County Airport
	VA Road
	City of Sheridan Boundary
	Parcels



Date: 06/20/2023 2:29 PM User: tmorneau

DETAIL

SCALE : 1" = 30'.



LEGAL DESCRIPTION FOR ALLEY TO BE VACATED

A tract of land being a portion of the East-West alley of Block 6 of the Western Addition to the Town, now City of Sheridan, Wyoming more described as follows:

Beginning at the Southwest Corner of Lot 7, said Block 6: thence along the East line of Vale Street (originally platted as Vale Avenue) on a bearing of S 0°51'09" W for a distance of 12.88 feet to the Northwest Corner of Lot 1 of the Vale Subdivision; thence along said North line of Lot 1 on a bearing of S 89°34'12" E for a distance of 137.62 feet to the Northeast Corner of Lot 1 of the Vale Subdivision this point also lying on the Westerly Right-of-Way line of Highland Avenue; thence along the Westerly line of Highland Avenue on a bearing of N 26°11'21" W for a distance of 14.41 feet to a point on the South line of Block 6, Western Addition; thence along said South line on a bearing of N 89°34'12" W for a distance of 131.07 feet to the point of beginning.

Said tract of land contains 1,730 Square feet, more or less.
Providing however for the condition that the aforementioned tract of land SHALL BE subject to a general utility easement once the Alley is Vacated, to be subject to use be the City of Sheridan, its licensees and utility providers.

DIRECTOR of PUBLIC WORKS CERTIFICATE of APPROVAL

This map and accompanying petition for vacation have been prepared in accordance with the requirements and procedures outlined by the City of Sheridan, Wyoming and certified this ____ day of _____, 2023 by the Director of Public Works of Sheridan, Wyoming.

CITY of SHERIDAN CERTIFICATE of APPROVAL

Approved by the City Council of the City of Sheridan, Wyoming, this ____ day of _____, 2023.

Attest: CITY CLERK

MAYOR

LOCATION

SCALE: 1" = 1000'



N



M A P

to accompany

PETITION TO VACATE THE EAST-WEST ALLEY IN BLOCK 6 of WESTERN ADDITION

to the

TOWN, now CITY of SHERIDAN
SHERIDAN COUNTY, WYOMING

ADJACENT to PARCELS ADDRESSED as

37 NORTH VALE STREET and
9 VALE STREET

for

BURNS INDUSTRIES, INC and CITY DWELLINGS, INC

P.O. BOX 6027
SHERIDAN, WYOMING 82801-1427

CERTIFICATE of SURVEYOR

State of Wyoming } ss
County of Sheridan }

I, David L. Randall, of Sheridan, Wyoming being a duly registered Professional Engineer and Land Surveyor in the State of Wyoming do hereby certify that this map was made from field notes of actual surveys performed by me in September through November of 2019, in June of 2020 and in April of 2023 and that this map correctly represents all of the data 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 _____, 2023, and is duly recorded in Book _____, Page No. ____.
Receiving Number _____.

COUNTY CLERK

PETITION FOR RIGHT-OF-WAY VACATION

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

Pursuant to the provisions of W.S. 15-4-242, and other applicable statutes, and Appendix B, Sec. 205. 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 vacation of right-of-way within the city limits of Sheridan, Wyoming, having a legal description as follows:

A tract of land being a portion of the East-West alley in Block 6 of the Western Addition to the Town, now City of Sheridan, Wyoming more particularly described as follows:

Beginning at the Southwest Corner of Lot 7, said Block 6; thence along the East line of Vale Street (originally platted as Vale Avenue) on a bearing of S 0°51'09" W for a distance of 12.88 feet to the Northwest Corner of Lot 1 of the Vale Subdivision; thence along said North line of Lot 1 on a bearing of S 89°34'12" E for a distance of 137.62 feet to the Northeast Corner of said Lot 1, Vale Subdivision this point also lying on the Westerly Right-of-Way line of Highland Avenue; thence along the Westerly Right-of-Way line of Highland Avenue on a bearing of N 26°11'21" W for a distance of 14.41 feet to a point on the South line of Block 6, Western Addition; thence along said South line on a bearing of N 89°34'12" W for a distance of 131.07 feet to the point of beginning.

Said tract of land contains 1,730 square feet, more or less.

Providing however for the condition that the aforementioned tract of land SHALL BE subject to a general utility easement once the Alley is Vacated, to be subject to use by the City of Sheridan, its licencees and utility providers.

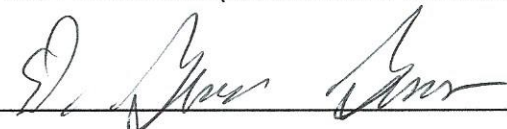
2. Burns Industries, Inc. and City Dwellings, Inc. are the owners or authorized agents of petitioners who have signed this petition for vacation.
3. A survey of the area sought to be vacated is attached hereto and made a part hereof.
4. The petitioners certify that they represent a majority of the property owners, owning a majority of the property abutting the right-of-way to be vacated.
5. Petitioners hereby request that said lands be vacated for the following reason(s):

Vacate the alley, to remedy the problem of encroachment on City of Sheridan owned property recognizing that the alley corridor is not physically usable from the standpoint of topographic conditions to be able to access Highland Avenue by vehicle.

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

Dated this 28th day of April, 2023.

Signed by the Petitioners (attach more sheets as necessary):

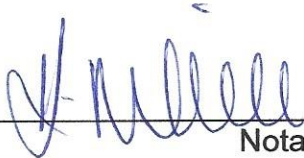
(Signed) , Burns Industries, Inc.

D. Bruce Burns, President

STATE OF WYOMING)
COUNTY OF SHERIDAN)

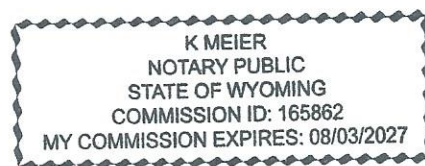
On this 28 day of April, 2023, before me personally appeared D. Bruce Burns, being first duly sworn, did say that he is the President of Burns Industries, Inc. and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said D. Bruce Burns acknowledged said instrument to be the free act and deed of said corporation.

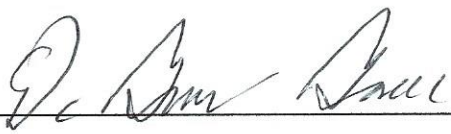
WITNESS my hand and official seal.



Notary Public

My Commission Expires: 8/3/27



(Signed) 
_____, City Dwellings, Inc.
D. Bruce Burns, President

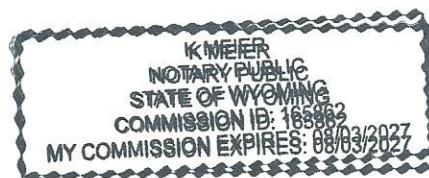
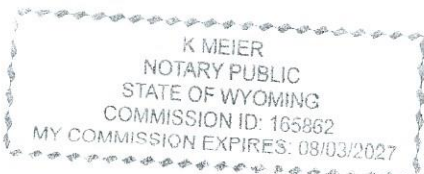
STATE OF WYOMING)
COUNTY OF SHERIDAN)

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Notary Public

My Commission Expires: 8/3/27



Mr. Dan Coughlin
Sheridan Area Water Supply
224 South Main, Suite 428
Sheridan, Wyoming 82801

Range
290 North Brooks
Box 7039
Sheridan, Wyoming 82801

Powder River Energy Corporation
1095 Brundage Lane
P.O. Box 5087

Mr. Tom Legerski
Spectrum
140 East Loucks
Sheridan, Wyoming 82801

Century Link Network Services
1692 Commercial Lane
Sheridan, Wyoming 82801

Mr. Chris Lawler
Electric Superintendent
Montana Dakota Utilities
2324 Dry Ranch Road
Sheridan, Wyoming 82801

Mr. Dan Roberts
City of Sheridan Utilities Director
55 Grinnell Plaza
Sheridan, Wyoming 82801



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: Discussion of Master Fee Schedule - City Treasurer Karen Burtis
From: Karen Burtis, City Treasurer
To: Mayor and Council
CC:
Date:

Background:

The Master Fee Schedule is supposed to be a list of all fees charged by the City. It was created and approved in June 2020. Since then, fees have been charged which were not added to the schedule.

During the implementation of the new accounting software, codes needed to be made to record revenue received. At this time it was discovered that the Master Fee Schedule was out of date. This updated version now includes all fees that are currently being charged.

Attachments

Master Fee Schedule
Resolution #34-23



MASTER FEE SCHEDULE

Unless otherwise noted, all fees and charges are effective July 1, 2024.
Any fee or charge may be amended by the City Governing Body without notice.

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DRAFT

Administrative Services

Service Charges (Mobile Vending Permits approved 5/21/18 by Resolution #16-18)

Service	Fee
Returned Check	\$30
Passport Execution Fee	\$35
Pot Belly Pig Permit	\$
Animal Shelter Surcharge Fee	\$
Mobile Vending Permit (annual), per unit	\$200
Mobile Vending Permit (consecutive 7 day), per unit	\$50
Mobile Vending Court Permit (annual)	\$400

Liquor Licensing (Fees regulated by W.S. Chapter 12)

Permits	Fee
Catering/ Malt Beverage (24 hr permit)	\$50
Open Container (24 hr permit)	\$50
Late Fee (Application submitted within 3 weeks of event)	\$50

Annual Liquor Licenses	Fee	
Restaurant Liquor License	\$500	
Bar and Grill License	First year	\$10,500
	Second year renewal	\$3,000
	Each following year	\$1,500
Limited Retail Liquor License (club)	\$500	
Microbrewery/Winery License	\$500	
Distillery License	\$200	
Satellite Distillery License	\$100	
Resort License	\$1,500	

Special Malt Beverage Permit	\$500
Publication Fee	\$90
Transferable License Transfer Fee	\$100
New/Transfer Inspection Fee	\$100
Fees may be subject to change as per Wyoming Statute. Certain license fees may be prorated based on the time of year the license is sought. See Wyoming Statute.	

Administrative	Fee
In addition to any other penalty, sanction, or fee authorized under this chapter or applicable state law, if a licensee, or its employee(s), is convicted of a criminal violation of one or more of the standards set out in City of Sheridan Code subsections 4-5(a)(1) – (6) (inclusive) that is applicable to licensees or licensee employees, the licensee shall, upon actual notice, pay to the City Clerk, an administrative fee. The notice to pay shall be issued by the City Clerk to the licensee at the licensee's mailing address of record within twenty (20) calendar days immediately following entry of a final conviction. Said fee shall be paid within ninety (90) calendar days of the notice to pay, unless, only for first and second convicted violations occurring within a twelve-month period, the licensee provides timely notice of intent to ameliorate to the city clerk and completes additional training and established preventative measures.	

Conviction	Fee
First Conviction	\$500
Second Conviction (within 12 months)	\$1,000
Third Conviction (within 24 months)*	\$1,000
Fourth Conviction (within 36 months)*	\$1,500
Fifth Conviction (within 36 months)*	\$2,000
* 3 rd , 4 th , and 5 th convictions must include a revised plan of operation including actions they will take to prevent further violations	
For the purposes of this section, a licensee shall not be subject to multiple administrative fines arising out of the same set of facts, events, date, and time.	
Any fine paid by a licensee for a criminal conviction, per this chapter, shall be applied as a credit towards the payment of any administrative fee required to be paid pursuant to this section.	

Public Records Requests

(Rates approved 4/16/18 by Public Records Request Policy)

Copies	Fee		
Letter Size	1 Sided	Black/white	\$.10
		Color	\$.30
	2 Sided	Black/white	\$.15
		Color	\$.35
Legal Size	1 Sided	Black/white	\$.15
		Color	\$.35
Legal Size	2 Sided	Black/white	\$.20
		Color	\$.40
11 x 17	1 Sided	Black/white	\$.20
		Color	\$.40
	2 Sided	Black/white	\$.25
		Color	\$.45

Special Media	Fee	
Tier One Requests: processing easily accessible records within the immediate office/location of the point of submitting the public records request. Additional charges may be incurred for documents processed through a third-party provider.	Base fee	\$5
Tier Two Requests: searching for and locating documents not readily available within the immediate office/location of the point of submitting the public records request.	Base fee, 1 st half hour	\$5

<p>If staff time is needed in excess of 1/4 hour, an estimated charge shall be submitted to the person/entity requesting the records for confirmation before the records are located. If the requestor acknowledges and accepts the additional cost to locate and provide for inspection and/or copying the records the search will commence within a reasonable time frame.</p>	<p>Hourly rate after 1st half hour, maximum 3 hours</p>	<p>\$30</p>
<p>Tier Three Requests: locating and producing records where an excess of staff time over and above the Tier 2 time of 3.5 hours and/or requiring transferring or redacting records to:</p> <ol style="list-style-type: none"> Comply with any state statute; or The inspection would be contrary to any federal statute or regulation; or The inspection is prohibited by rules promulgated by the Supreme Court or by the order of any court of record; or The inspection would be contrary to the public interest. 	<p>Hourly rate</p>	<p>\$50</p>

Police Department

General Fees

Service	Fee	
Incident/Accident Report Request, each	\$10	
Contact Sheet/Record Sheet Request, each	\$10	
Photos Included in Report	First 20 pictures	\$5
	Additional four pictures	\$1
Special Requests, Public Records Requests Forwarded from City Hall and/or those Requiring Intensive Time and Work, per hour, one hour minimum*	\$45	
* In addition to the Request Fee for the associated record		
Body Worn Camera/In-Car Video, per hour, one hour minimum	\$90	
Safe Rides Ticket Book	\$350	

Fire Department

General Fees

Service	Fee	
AHA Skills Check	\$35	
AHA First Aid/CPR Class, City staff only	\$22	
Fire Reports	First 5 pages	\$2
	Additional pages, each	\$.50
	CD of photos (fire investigations)	\$5

Parks

Kendrick Golf Course

(Rates approved 3/21/22 by Resolution #11-22. Fees are effective April 1 of each year)

Service		Fee
Season Pass - Greens Fees	Single Unlimited	\$620
	Couple Unlimited	\$935
	Family Unlimited	\$1,075
	Senior Single Weekday	\$490
	Senior Couple Weekday	\$735
	Junior (Under 18) Unlimited	\$145
Daily Greens Fees	9 Holes	\$27
	18 Holes	\$40
	Junior (Under 18)	\$12
	Twilight (after 3 pm)	\$35
	Monday All Day	\$50
	Fall Special	\$30
Season Pass - Driving Range	Single	\$225
	Couple	\$285
Daily Driving Range Fees	Small Bucket	\$4.25
	Medium Bucket	\$7.25
	Large Bucket	\$8.50
Season Pass - Cart Rental	Single Unlimited	\$550
	Couple Unlimited	\$760
	Senior Single Weekday	\$430
	Senior Couple Weekday	\$605
Daily Cart Rental Fees	9 Holes	\$15
	18 Holes	\$20

Sheridan Municipal Cemetery

(Rates approved 2/6/23 by Municipal Cemetery Policies & Procedures)

Service		Fee
Full Size Cemetery Plots (5'x10')*	City Residents	\$600
	Non-Residents	\$900
Cremation Size Cemetery Plots (5'x5')*	Any	\$300
Infant Size Cemetery Plots (3'x5')* (Ages 0-3)	Any	\$0
Columbarium Niche (12x12)* (Accommodates 2 urns)	City Residents	\$1,000
	Non-Residents	\$1,500
* Applicants are responsible for all filing fees		
Full Burial	Weekday	\$450
	Saturday	\$700
	Weekday Infant	\$30
	Saturday Infant	\$50
	Seasonal Ground Prep	\$100
Cremation Burial	Weekday	\$150
	Saturday	\$225
	Seasonal Ground Prep	\$50
Columbarium Burial	City Residents	\$100
	Non-Residents	\$150
Disinterment	May be subject to additional costs	\$5,000
Disinurnment	May be subject to additional costs	\$3,000

Weed & Pest

(Rate approved 9/6/1994 by Resolution #22-94)

Service	Fee
Mosquito Spraying, per month	\$.25

Community Garden

Plot Size (Sq Ft)	Fee
200-399	\$25
400-599	\$40
600-799	\$50
800-999	\$70
1,000-1,199	\$85
1,200-1,399	\$100
1,400-1,999	\$110
2,000+	\$120

Public Works

Streets

Permit	Fee
Street Opening	\$22
Utility Cut Repairs, per sq/ft	\$10

Building

Building Inspection/Code Enforcement

Service	Fee
Re-Inspection, each (up to 3 times)	\$58.75
Stop Order	Permit Cost X 2

Square Foot Construction Costs (a,b,c)*

Group (2015 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	229.26	221.37	216.01	207.16	194.94	189.29	200.61	178	171.48
A-1 Assembly, theaters without stage	210.11	202.22	196.86	188.01	175.94	170.29	181.46	158.99	152.48
A-2 Assembly, nightclubs	179.28	174.08	169.68	162.81	153.48	149.24	157.08	138.97	134.26
A-2 Assembly, restaurants, bars, banquet halls	178.28	173.08	167.68	161.81	151.48	148.24	156.08	136.97	133.26
A-3 Assembly, churches	212.12	204.22	198.87	190.01	178.14	172.49	183.47	161.20	154.68
A-3 Assembly, general, community halls, libraries, museums	176.94	169.04	162.69	154.83	141.96	137.30	148.28	125.01	119.50
A-4 Assembly arenas	209.11	201.22	194.86	187.01	173.94	169.29	180.46	156.99	151.48
B Business	182.98	176.21	170.40	161.91	147.69	142.14	155.55	129.66	123.97
E Educational	194.27	187.38	182	173.88	162.37	154.12	167.88	141.89	137.57
F-1 Factory and Industrial, moderate hazard	109.64	104.60	98.57	94.77	85.03	81.17	90.78	71.30	66.75
F-2 Factory and Industrial, low hazard	108.64	103.60	98.57	93.77	85.03	80.17	89.78	71.30	65.75
H-1 High hazard, explosives	102.63	97.58	92.55	87.75	79.22	74.36	83.76	65.48	N.P.
H234 High hazard	102.63	97.58	92.55	87.75	79.22	74.36	83.76	65.48	59.94
H-5 HPM	182.98	176.21	170.40	161.91	147.69	142.14	155.55	129.66	123.97
I-1 Institutional, supervised environment	183.95	177.72	172.57	165.30	152.29	148.15	165.39	136.43	132.19
I-2 Institutional, hospitals	307.93	301.16	295.35	286.86	271.68	N.P.	280.50	253.65	N.P.
I-2 Institutional, nursing homes	213.36	206.59	200.78	192.29	179.07	N.P.	185.93	161.04	N.P.
I-3 Institutional, restrained	208.19	201.43	195.62	187.12	174.39	167.85	180.76	156.37	148.68
I-4 Institutional, day care facilities	183.95	177.72	172.57	165.30	152.29	148.15	165.39	136.43	132.19
M Mercantile	133.57	128.37	122.97	117.10	107.27	104.03	111.38	92.75	89.05
R-1 Residential, hotels	185.63	179.39	174.24	166.97	153.72	149.58	167.06	137.86	133.61
R-2 Residential, multiple family	155.74	149.50	144.35	137.09	124.57	120.43	137.17	108.71	104.47

R-3 Residential, one-and-two-family (d)*	145.23	141.28	137.64	134.18	129.27	125.87	131.94	120.96	113.85
R-4 Residential, care/assisted living facilities	183.95	177.72	172.57	165.30	152.29	148.15	165.39	136.43	132.19
S-1 Storage, moderate hazard	101.63	96.58	90.55	86.75	77.22	73.36	82.76	63.48	58.94
S-2 Storage, low hazard	100.63	95.58	90.55	85.75	77.22	72.36	81.76	63.48	57.94
U Utility, miscellaneous	78.63	74.24	69.76	66.20	59.84	55.88	63.23	47.31	45.09

*a. Private Garages use Utility, miscellaneous

*b. For shell only buildings deduct 20%

*c. N.P. = Not Permitted

*d. Unfinished basements (Group R-3) = \$21 per square foot

Permit Fees

(Rates approved 6/19/17 by Resolution #18-17. Rates are effective 7/1/17.)

Permit Type		Fee
Residential New/Add/Alter	Up to \$100,000 Valuation	Valuation x .03 x .8
	Over \$100,000 Valuation	(\$100,000 x .03) + (balance x 0.017) x .8
Residential Garage	Garage Only	Valuation x .02 x .8
Commercial New/Add/Alter	Up to \$100,000 Valuation	Valuation x .036 x .8
	Over \$100,000 Valuation	(\$100,000 x .036) + (balance x .0095) x .8

Simple Permits	Fee
Water Heater Replacement	\$40
Furnace Replacement	\$40
Gas Piping in Existing Buildings	\$40
Electrical Service Upgrades	\$40
Demolition	\$40
Re-Roofs	\$150
Siding	\$150
Window Replacement	\$150
Solar Panel	\$250
Water or Sewer Service Replacement	\$50
Interceptor	\$250

Contractor Licenses

Annual Contractor Licenses	Fee
Contractor	\$200
Journeyman	\$50
Master-of-Record	\$50
Tree Trimmer's License	\$50

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Planning

Preliminary Plat Review

Service		Fee
Residential Zoning (R-0, R-1, R-2)	1-25 Lots, per lot	\$100
	>25 Lots	\$2,500
Multi-Family/Commercial Zoning (R-3, R-4, B-1, B-2, M-1)	1-25 Lots, per lot	\$150
	>25 Lots	\$3,750

Final Plat Review

Service		Fee
Residential Zoning (R-0, R-1, R-2)*	1-25 Lots, per lot	\$75
	>25 Lots	\$1,875
Multi-Family/Commercial Zoning (R-3, R-4, B-1, B-2, M-1)*	1-25 Lots, per lot	\$100
	>25 Lots	\$3,750
Recording Fee		\$75
* Includes replats, compliance plats, and minor subdivisions		

Engineering Plan and Construction Drawing Review

Service	Fee
Review Fee, first 20 hours	\$1,000
Review Fee, over 20 hours, per hour	\$50

Design Review Board

Service	Fee
Application and Review	\$150

Board of Adjustment

Service		Fee
Application and Review	Base fee	\$200
	Recording fee	\$75
Site Approval, Appeals, and Other Actions		\$150

Alley, Street, and Easement Vacations

Service		Fee
Application and Review	Base fee	\$150
	ROW/Appraised value fee, per sq/ft	\$2
	Recording fee	\$75

Rezone Request

Service	Fee
Flat fee	\$750
Recording Fee	\$75

PUD Review

Service	Fee
Application and Review	\$1,000
Recording Fee	\$75

Annexations

Service	Fee
Annexation Report Preparation, first 10 hours	\$1,000
Annexation Report Preparation, over 10 hours	\$50

Other

Service	Fee
Other Consultations/Meetings with Staff, per hour	\$50
Other Actions	\$150

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Utilities

Deposits & General Fees

(Water and Solid Waste rates approved 6/20/22 by Resolution #s 23-22 and 25-22. Sewer rates approved 6/19/23 by Resolution #28-23. All fees are effective July 1 of each year.)

Service	Fee
Non-owner Utility Account Deposit	\$125
Bulk Water Account Deposit	\$100
Hydrant Meter Deposit	\$600
Water and Sewer Inspection Fee	\$50
Water Service Termination Fee*	\$40
Water Service Re-activation Fee*	\$40
Sewer only Late Fee	\$1
<p>* These fees will be assessed each time service is terminated or re-activated either at the customer's request, or for other reasons as identified within Chapter 28 of Sheridan City Code. Non-emergency services requested after standard business hours (Monday - Friday, 8 am - 5 pm) will be assessed double the fee.</p>	
<p>Late Fee for Non-Payment - A late fee will be applied to the unpaid balance of the utility bill for each account that is not paid within five (5) calendar days of the due date. Late fees will accumulate and be assessed on a monthly basis until the account balance is paid in full, or until such time payment is tendered by a collection agency under contract with the City.</p>	<p>Late fees will be assessed at a rate not to exceed 1.5% per month or 18% per year.</p>

Water Plant Investment Fees

Plant Investment Fees		Fee	
Water Pipe x Water Meter Size (inches)	Customer Class	Water Plant Investment Fee	
		Inside City	Outside City
1 x ¾	Small Commercial Base Fee	\$1,230.00	\$1,537.50
1 x ¾	Small Multi-Family Base Fee	\$1,980.00	\$2,475.00
1 x ¾	Single-Family Residential & All Other Base Fee ⁽¹⁾	\$3,000.00	\$3,750.00
1 x 1	All	\$5,010.00	\$6,262.50
1½ x 1½	All	\$9,990.00	\$12,487.50
2 x 2	All	\$15,990.00	\$19,987.50
3 x 3	All	\$35,010.00	\$43,762.50
4 x 4	All	\$63,000.00	\$78,750.00
6 x 6	All	\$129,990.00	\$162,487.50
8 x 8	All	\$240,000.00	\$300,000.00

Water Connection Fees

Connection Fees					Fee
Water Pipe x Water Meter Size (inches)	Meter Fee	RD Meter Fee	Tapping Fee	Radio Read	Total Fee
1 x ¾	\$180		\$190	\$200	\$570.00
1 x ¾	-	\$355.35	\$190	\$200	\$745.35
1 x 1	\$240		\$245	\$200	\$630.00
1½ x 1½	\$460		\$313	\$200	\$905.00
2 x 2	\$585			\$200	\$1,098.00
3 x 3	\$2,100			\$200	\$2,300.00
4 x 4	\$3,250			\$200	\$3,450.00
6 x 6	\$5,800			\$200	\$6,000.00

8 x 8	\$9,950			\$200	\$10,150.00
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Water Rates

Water Utility Rates		Fee	
Minimum Fee: According to meter size, the base fee is charged regardless of allowance used.			
Water Meter Size (inches)	Base Allowance, in Gallons	Monthly Base Fee	
		Inside City	Outside City
≤ ¾	1,500	\$19.89	\$24.86
1	3,000	\$23.45	\$29.32
1½	6,000	\$29.14	\$36.40
2	9,000	\$34.81	\$43.50
3	22,000	\$58.33	\$72.93
4	37,000	\$86.89	\$108.62
6	75,000	\$158.29	\$198.86
8	150,000	\$318.16	\$397.71
Excess Usage Fee: An excess usage fee will be charged for consumption above the base allowance. Charges will be assessed as follows:			
Tier 1 – According to meter size, water usage above the base allowance will be charged the Tier 1 rate per 1,000 gallons used, up to the additional allowance.			
Water Meter Size (inches)	Additional Allowance, in Gallons	Monthly Tier 1 Fee	
		Inside City	Outside City
≤ ¾	6,000	\$1.92	\$2.43
1	11,000	\$1.92	\$2.43
1½	22,000	\$1.92	\$2.43
2	34,000	\$1.92	\$2.43
3	85,000	\$1.92	\$2.43
4	141,000	\$1.92	\$2.43
6	281,000	\$1.92	\$2.43
8	561,000	\$1.92	\$2.43
Tier 2 – Water usage above the Tier 1 additional allowance will be charged the Tier 2 rate per 1,000 gallons.			

Inside City	\$2.63
Outside City	\$3.29

Bulk Water/Hydrant Meter Rates

Service	Fee
Usage Fee, per 1,000 gallons	\$20.50

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Sewer Plant Investment Fees

Plant Investment Fees		Fee	
Water Meter Size (inches)	Customer Class	Sewer Plant Investment Fee	
		Inside City	Outside City
¾	Small Commercial	\$1,020.00	\$2,040.00
¾	Small Multi-Family	\$1,650.00	\$3,300.00
¾	Single-Family Residential & All Other	\$2,500.00	\$5,000.00
1	All	\$4,180.00	\$8,360.00
1½	All	\$8,320.00	\$16,640.00
2	All	\$13,320.00	\$26,640.00
3	All	\$29,180.00	\$58,360.00
4	All	\$52,500.00	\$105,000.00
6	All	\$108,320.00	\$216,640.00
8	All	\$200,000.00	\$400,000.00

Sewer Rates

Sewer Utility Rates		Fee	
Water Meter Size (inches)	Base Allowance, in Gallons	Monthly Base Fee	
		Inside City	Outside City
¾	1,500	\$14.62	\$29.23
1	3,000	\$22.27	\$44.58
1½	6,000	\$34.63	\$69.25
2	9,000	\$46.90	\$93.78
3	22,000	\$98.96	\$197.17
4	37,000	\$160.22	\$320.42
6	75,000	\$316.34	\$632.71
8	150,000	\$632.71	\$1,265.43

Sewer usage above the base allowance will be charged the following rate per 1,000 gallons.	
Inside City	\$2.94
Outside City	\$5.90

Other Sewer Charges

Service	Fee
Septage Disposal, per 1,000 gallons	\$75
Grease Disposal, per 1,000 gallons	\$275
Septage disposal with a high biochemical oxygen demand (BOD) will be assessed a surcharge and based upon the following formula:	
<p>Where:</p> $S = V_s \times (Z (\text{BOD}_5 - 225) + Y (\text{SS} - 225))$ <p> S = Surcharge in dollars V_s = Sewage volume in 1000 gallons Z = Unit charge for BOD ($Z = 0.0007273$) BOD_5 = Five-day biochemical strength index in milligrams per liter (mg/l) by weight. 255 = Allowed BOD5 strength in mg/l by weight Y = Unit charge for suspended solids ($Y = 0.001818$) SS = Suspended solids strength index in mg/l by weight 225 = Allowed SS strength in mg/l by weight </p>	
Portable Toilets, per 100 gallons	\$5
Septage Tank Waste, per 1,000 gallons	\$75
Vet Clinics	\$200
Restaurant Waste Grease, per gallon	\$275
Sump Waste, per day per facility	\$80

Solid Waste Rates and Fees

Private Haulers	Fee
Annual Private Hauler License	\$200
Sorting & Handling Fee, per ton	\$42.79

Residential Sanitation Rates

Monthly Sanitation, Collection & Disposal		Fee
Weekly Collection *	Single & Multi-Family Waste Containers, per billing account	\$21.51
	Additional Single & Multi-Family Family Waste Container, per billing account	\$9.67
* Owner of Multi-Family units may request a commercial rate as specified below.		
Roll-Off Containers**	Initial Delivery Fee	\$52.40
	Hook Fee Each Time Container is Emptied	\$179.81
	Landfill Tipping Fee	See Rate Table
	Container Rental, per day	\$7.19
** If container is not emptied for a two-week period (14 days), a charge will be applied beginning with the last date of disposal service and continuing until the container is removed or serviced.		
Non-Scheduled Pick-Ups - One sanitation truck w/two staff members, per hour, minimum ½ hour		\$85.89

Commercial Sanitation Rates

Monthly Sanitation, Collection & Disposal	Fee
<p>Monthly charge for 2 cubic yard (CY) containers or larger shall be calculated using the following formula:</p> $(\$11.146 \times C \times P \times 52 \text{ weeks}) / 12 \text{ Months}$ <p>Where: C = Container size, in cubic yards</p> <p>P = Number of collection times per week</p>	
Accounts Without Adequate Containers/In Excess of 5 Minutes Pickup Time,	\$85.82

per hour		
15-Gallon to 32-Gallon Containers - once per week collection		\$25.11
Shared Containers or No Containers - once per week collection		\$25.11
Shared 300-Gallon Container or Residential Container - once per week collection		\$25.11
Sole Use of Residential 300-Gallon Automated Container - once per week collection		\$50.17
Roll-Off Containers**	Initial Delivery Fee	\$52.40
	Hook Fee Each Time Container is Emptied	\$179.81
	Landfill Tipping Fee	See Rate Table
	Container Rental, per day	\$7.19
** If container is not emptied for a two-week period (14 days), a charge will be applied beginning with the last date of disposal service and continuing until the container is removed or serviced.		
Non-Scheduled Pick-Ups - One sanitation truck w/two staff members, per hour, minimum ½ hour		\$85.89

Recycling

Monthly Service	Fee
Curbside Recycling - Single Family/Multi-Family, per billing account	\$3.08
Front/Rear Load Recycling Container	\$11.45
Roll-Off Recycling Container, per CY	\$1.72

Landfill Tipping Fees

Service	Fee
Municipal Solid Waste, per ton	\$119.00
Construction & Demolition Material, per ton	<div> <div> Tier 1 - Disposal of demolition waste from projects located within city limits that have a valid demolition permit issued by the City. Applies only to demolition waste material suitable to be ground (free of concrete, steel, large rock, </div> <div> NO CHARGE UP TO 100 TONS </div> </div>

	asphalt, asbestos, treated lumber, or other materials deemed unsafe or unsuitable to grind.)	
	Tier 2 - Other grindable construction and demolition waste material suitable to be ground (free of concrete, steel, large rock, asphalt, asbestos, treated lumber, or other materials deemed unsafe or unsuitable to grind.)	\$52.57
	Tier 3 - Disposal of construction and demolition material that cannot be run through the grinder without sorting.	\$119.00
Rebar-Free Concrete, per ton	\$23.38	
Tires – car and smaller (must be removed from rims), per ton	\$169.33	
Special Service Fee, per ton, 1-ton minimum	\$23.27	
Convenience Center Refuse Disposal	Up to 10 bags	\$5.00
	Additional bags, each	\$0.50
Compostable Items (Grass Clippings, Tree Branches (24 Max Diameter), Leaves, Etc.)	NO CHARGE	
Certified decommissioned white goods, abandoned vehicles or parts, lawn mowers, motorcycles, and clean scrap metal (free from all liquid)	NO CHARGE	
Non-decommissioned refrigerators or refrigeration units, each	\$29.20	
Residential Waste Oil - 5-gallon limit	NO CHARGE	
Commercial Waste Oil - 5-gallon limit	Cost (+) 25%	
Unsecured/Uncontained Materials	Cars & pickup trucks	\$11.00
	All other vehicles (incl. trailers)	\$50.00
Residential E-Waste	NO CHARGE	
Commercial E-Waste (CESQG)	Cost (+) 25%	

Residential Household Hazardous Waste	NO CHARGE
Commercial Household Hazardous Waste	Cost (+) 25%
Asbestos (Friable & Non-Friable), per ton	\$119.00
Petroleum Contaminated Soil, per ton	\$46.23
Concrete-Free Brick & Cinder Block, per ton	\$5.82

Landfill Products/Materials (plus sales tax)

(Compost rates approved and effective 4/18/22 by Resolution #10-22)

Item	Fee	
Screened Compost, wholesale, STA Certified	Bulk, per cubic yard	\$21.30
	Bagged, per cubic foot	\$3.66
Screened Compost, retail, STA Certified	Bulk, per cubic yard	\$35.50
	Bagged, per cubic foot	\$5.13
Screened Soil Conditioner, retail*	Bulk, per cubic yard	\$30.00
Delivery	Inside City	\$
	Outside City	\$
* Pound for pound exchange of green waste for screened soil conditioner		
Wood Chips, per cubic yard		\$11.43
Crushed Concrete/Asphalt, per ton		\$11.64
Whole Brick, each		\$0.32
Crushed Brick, per ton		\$11.64
Tarps, each		\$5.84
Landfill Mall Items, per pallet		\$5.82
Landfill Mall Items, Large Individual Item, non-metal items, each		\$5.82
Large Metal Items, per ton		Cost of Current Metal Bid + 25%

CITY OF SHERIDAN
RESOLUTION 34-23

A RESOLUTION RE-ADOPTING A MASTER FEE SCHEDULE THAT CONTAINS ALL FEES CHARGED BY THE CITY OF SHERIDAN.

WHEREAS, the City of Sheridan approved a Master Fee Schedule in June 2020, and

WHEREAS, new fees have been established but not included in the Schedule, and

WHEREAS, the current Master Fee Schedule needs to be updated; and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN:

That the Sheridan City Council approves the attached Master Fee Schedule, which includes the following new fees:

Passport Execution Fee		\$35
Potbelly Pig Permit		
Animal Shelter Surcharge Fee		
Safe Rides Ticket Book		\$350
Community Garden Plot Fees, sq ft		
	200-399	\$25
	400-599	\$40
	600-799	\$50
	800-999	\$70
	1,000-1,199	\$85
	1,200-1,399	\$100
	1,400-1,999	\$110
	2,000+	\$120
Fire Department AHA Classes		\$35
Fire Department AHA Classes – City Staff		\$22
Utility Cut Repairs, sq ft		\$10
Journeyman License		\$50
Master-of-Record License		\$50
Tree Trimmer’s License		\$50
Non-Owner Utility Account Deposit		\$125
Water Inspection Fee		\$50
Late Fee Interest Rate, per year		18%
Compost Delivery Fee		
Compost Delivery Fee		
All Liquor Licenses and Permits		

PASSED, APPROVED AND ADOPTED this 5th day of July 2023.

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: Discussion of Bar and Grill Liquor License Procedure update - City Clerk Cecilia Good

From: Cecilia Good, City Clerk

To: Mayor and Council

CC:

Date:

Background:

Update on Liquor License Committee discussions.



CITY OF SHERIDAN, WYOMING

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

Attorney

MEMORANDUM

Project Name: Discussion of Purchasing Policy Memo Update - City Attorney Brendon Kerns
From: Brendon Kerns, City Attorney
To: Mayor and Council
CC:
Date:

Background:

See attached documents

Attachments

Memo
Draft Policy
Procedures

TARVER, KERNS & BUNTING, LLP

200 WEST LOUCKS STREET
SHERIDAN, WY 82801

TIMOTHY S. TARVER, LLC

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Sheridan, WY 82801
(307) 672-8905 | (307) 674-5000 fax

KERNS & BUNTING, LLC

Brendon E. Kerns*
Sheryl S. Bunting
P.O. Box 6669
Sheridan, WY 82801
(307) 655-8600 | (307) 674-5000 fax
*LICENSED IN WY & MT

MEMORANDUM

Date: June 21, 2023
To: Mayor and Council
RE: Purchase and Procurement Policy

Mayor and Council,

As was discussed in March, the City Administrator is the purchasing agent for the City subject to the Governing Body's promulgated rules and regulations. Further, the City Administrator is to set general policies affecting all departments. The Governing Body approved a Purchase and Procurement Policy on June 19, 2017. At that time, the Governing Body did not establish what policies and procedures were considered general.

Since 2017, there have been two significant changes which affect how the City acquires goods and services. The first change becomes effective July 1, 2023. The legislature has increased the threshold for when bids are required from \$35,000 to \$75,000. The second change occurred when the City purchased new fiscal management software which alters the method of making purchases. Consequently, it is required that the current Purchase and Procurement Policy be amended.

In your packet are two separate documents. The first is the newly proposed purchase and procurement policy. Please note that within the documents there are highlighted sections. These sections are being deemed as general procedures and the contents will be established by the City Administrator. The second is a draft of what the City Administrator would adopt as a general policy and procedure.

Ultimately, the Governing Body has the sole discretion to determine what constitutes a general policy and procedure. If you have any questions about why certain areas have been removed or altered, please let me know at the upcoming work study or at your convenience.

TARVER, KERNS & BUNTING, LLP



Brendon E. Kerns



Purchasing and Procurement Policy

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Purchasing and Procurement Policy

The purpose of this policy is to establish a standard for City of Sheridan employees to assure continuity and uniformity in purchasing practices. This Policy is not intended to address every issue, exception, or contingency that may arise in the course of purchasing activities. Employees should always exercise good sound judgment, seek the best value when using City resources and keep within the budget authorized by the Governing Body. Each purchase shall encourage open competition between suppliers and contractors, while seeking the best value for the City.

The City of Sheridan will adhere to W.S. § 15-1-113 when purchasing new vehicles and contracts for public improvements. Specifically, any new automobile or truck shall be bid regardless of cost. Contracts for public improvement, excluding contracts for professional services or where the primary purpose is emergency work or maintenance, shall be advertised for bid or for response if a request for proposal or qualification for construction manager agent, construction manager at risk or design-builder is used, if the estimated cost, including all related costs, exceeds a bid threshold of seventy-five thousand dollars (\$75,000.00).

The City of Sheridan will refer to 2 CFR 200 when purchasing or procuring with Federal funds. In accordance with 2 CFR 200.320 (a)(2)(ii), the simplified acquisition threshold is set at \$75,000.

The City of Sheridan belongs to various cooperative purchasing consortiums and staff are encouraged to purchase under those awards whenever practical.

Employees will be encouraged to purchase from local Sheridan County businesses or Wyoming businesses if there are no local businesses. To maintain fiscal responsibility, purchases from these businesses will be given preference as long as their quote or bid is no more than 5% higher than the lowest quote or bid.

Charter Ordinance 2202 assigns the duties and responsibilities for the purchase and procurement of good, services, and materials as follows:

Article 3(c) states “The City Administrator shall be the purchasing agent for the City subject to the requirements of statutes, ordinances, and rules and regulations now or promulgated by the Governing Body, and shall purchase materials and authorize expenditures of funds on behalf of the City.”

Article 2(d) states: “The City Administrator shall... supervise the administrative functions of all departments of the City; issue administrative regulations and outline general administrative procedures applicable to all areas and departments.”

In the following policy, an assignment to the City Administrator to establish guidelines and procedures is intended to designate such matter as a general administrative procedure. Any of the identified general administrative procedures may be amended, altered, or changed at the discretion of the City Administrator without the Governing Body’s approval.

1. PURPOSE

- 1.1. Purchasing objectives serve as a set of guidelines to be used by the Administration, City personnel and the Purchasing Agent in achieving responsible and intelligent decisions when purchasing and procuring services, supplies, and equipment.
- 1.2. The objectives of this Policy are as follows:
 - Assure responsible and accountable procurement of commodities, contractual services, equipment, and capital outlay items.
 - Assist management at all levels in reaching responsible, cost-effective decisions in the purchasing of quality supplies and services for City use.
 - Formulate policies which maximize the efficiency of the City's purchasing process.
 - Promote goodwill and clear communication in City/vendor relations relative to purchasing.
 - Promote equal-opportunity policies through professional relations with vendors.
 - Ensure compliance with Federal requirements for Federally funded purchases.
 - Ensure compliance with State requirements for State funded purchases.

2. DEFINITIONS

- a. "Architectural and/or Engineering Services" means professional services of an architectural or engineering nature, as defined by state law, if applicable, that are required to be performed or approved by a person licensed, registered, or certified to provide the services described as follows:
 - professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and
 - other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.
- b. "Bid" means the offer made by a contractor or vendor in response to an advertisement for bid pursuant to Wyoming State Statute.
- c. "Purchasing Agent" means the City Administrator or designee.
- d. "Consultant" means engineering firms, architectural firms, surveying firms, and other firms or individuals engaged in providing consulting or other professional services.
- e. "Contractor," means any person who is a party to a contract with a public entity to construct, renovate or perform major maintenance of any highway, public building, public work or public improvement, structure or system. W.S. § 16-6-701(a)(ii).
- f. "Department Head" means the person designated as the administrative official who oversees a department in accordance with Ordinance 2-10.
- g. "Department Supervisor" means a supervisory position who reports to the Department

Head.

- h. “Electronic Requisition” hereinafter referred to as an ‘eReq’, is the official document that records information regarding the purchase and obligates the funds in the budget.
- i. “Resident,” means a natural person, association or business entity authorized to be formed under Wyoming Statute Title 17, or the laws of another state which are the functional equivalent, and that is certified as a resident by the Department of Workforce Services following receipt of an affidavit executed and sworn to by a chief executive officer of the entity setting forth information required by the department to determine compliance with this act and prior to bidding upon the contract or responding to a request for proposal. W.S. § 16-6-101(a)(i)
- j. “Maintenance” means any repair which does not constitute “Major Maintenance.”
- k. “Major Maintenance” means the repair or replacement of complete or major portions of building and facility systems at irregular intervals which is required to continue the use of the building or facility at its original capacity for its original intended use and is typically accomplished by contractors due to the personnel demand to accomplish the work in a timely manner, the level of sophistication of the work or the need for warranted work. W.S. § 16-1-101(a)(v).
- l. “New Vehicle” means any motor vehicle that has had no previous owner and is still covered by the manufacturer’s warranty.
 - Automobile means a 4-wheeled vehicle that is propelled by fuel, or by alternative fuel, manufactured primarily for use on public streets, roads and highways and rated less than 10,000 pounds gross vehicle weight. 49 USC 32901(a)(3).
 - Truck is defined as a motor vehicle designed, used or maintained for the transportation of property, including pickup trucks but excluding multipurpose vehicles and cars.
- m. “Project Manager” means the assigned Department Head or his/her designee responsible to oversee specified projects and tasks.
- n. “Public Improvement” means an improvement made within any City for which general bonded obligation may be incurred. W.S. § 15-1-101(a)(xi)
- o. “Procurement” means buying, purchasing, renting, leasing or otherwise acquiring any supplies or services. W.S. § 9-2-1016(a)(i)
- p. “Sealed Bid” means a bid which is not revealed or evaluated until the date of public opening, per W.S. § 15-1-113.
- q. “Services” means the furnishing of labor, time or effort by a contractor to an agency. The term does not include employment agreements. W.S. § 9-2-1016(a)(ii)
- r. “Supplies” means all property, including but not limited to, furniture, fixtures, stationery, printing, paper, fuel and equipment of every kind required for use in the offices, service and functions performed by agencies, and for repairing, heating and lighting the buildings; and insurance and bonds from licensed Wyoming agents as required. W.S. § 9-2-1016(a)(iii)

3. TAX EXEMPT STATUS

- 3.1. The City of Sheridan is exempt from most state sales taxes and some excise taxes. The City may also be exempt from other State's sales taxes if that State participates in the Streamlined Sales & Use Tax Agreement with the State of Wyoming. The City of Sheridan's Federal Tax Identification number is **83-6000090** and the State Tax Exempt number is **69-0830210**. These numbers may only be used for City of Sheridan purposes. All employees who make purchases on behalf of the City shall ensure that the vendor is informed of the City's tax exempt status. If proof of exemption is required by the vendor, proper documentation may be obtained from the Treasurer's office.

4. USE OF MUNICIPALITY NAME

- 4.1. The City of Sheridan's name shall not be used for personal gain. This includes, but is not limited to, the use of the name to receive or request discounts on supplies, equipment, services or any other function that could be construed or perceived as "for personal gain."

5. COOPERATIVE PURCHASING

- 5.1. When two (2) or more entities join to buy one (1) or more items, the venture is called cooperative or collective purchasing. The Treasurer shall approve the use of cooperative agreements bid by other governmental agencies, unless otherwise provided by this Policy. An example would be the City using a State of Wyoming bid for vehicles.

6. PURCHASES FROM EMPLOYEES OF THE CITY

- 6.1. The Purchasing Agent must authorize all purchases of supplies and services from current employees or their business interests. This authorization must be in writing, signed by the designated City official and placed in the individual's personnel file. **All such purchases shall comply with the City of Sheridan Employee Handbook and this Policy.**

7. EMPLOYEE REIMBURSEMENTS

- 7.1 **Any purchases made by City employees in accordance with their scope of duties, may be reimbursed in accordance with procedures established by the City Administrator.**

8. PETTY CASH

- 8.1 The Treasurer's Office shall have a petty cash fund not to exceed \$1,000.00. The management and procedures of the purchase shall be in accordance with procedures established by the City Administrator.

9. TYPES OF PROCUREMENT

9.1. General Information

- a. Any procurement made with federal funds must, unless otherwise specified by Wyoming Statute, Federal Law or Federal rule, follow the provisions of 2 CFR 200, as per City of Sheridan Resolution 23-17 passed June 19, 2017, which is included as **Attachment B**.
- b. Purchases **SHALL NOT** be split into multiple transactions in order to stay within the purchase limit.
- c. All procurements must be followed by a detailed receipt/invoice or progress billing, as appropriate.
- d. A matrix of the types of procurement is attached as **Appendix A**.
- e. Due to the uniqueness and complexity of purchasing art, the City of Sheridan Public Arts Committee purchases shall be exempt from the bidding and procurement process unless otherwise required by Wyoming Statute or City Ordinance.
- f. Joint Powers Boards in which the City is a member or provides bookkeeping services for,

- are exempt from this policy.
- g. Assets purchased with a value of over \$5,000 or assets which are sold, traded or scrapped shall be reported to the Treasurer's office in accordance with the procedure established by the City Administrator.
 - h. The following types of procurements or award of funds to another party shall be approved by the Governing Body:
 - 1. Contract for services which exceed \$75,000;
 - 2. Memorandum of Understandings with governmental entities or non-profits unless otherwise provided by City ordinance, statute, or Federal law;
 - 3. One Cent (GPET) awards

9.2. Micro-purchase

- a. Procurement by micro-purchase is the acquisition of supplies or services in which the aggregate dollar amount does not exceed \$10,000. The management and procedures of the funds shall be in accordance with procedures established by the City Administrator. The micro-purchase limit is applied as follows:
 - i. With federal funds, the purchase limit is for the life of the grant.
 - ii. With all other funds, the purchase limit is the fiscal year.

9.3. Small purchase

- a. Small purchases are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$75,000.
- b. Small purchases greater than \$10,000 but not exceeding \$75,000 require three (3) **written** quotes and approval by the Department Supervisor and Department Head.
- c. Written offers may include advertised price comparisons between the same item or good provided that the item or good compared are identically specced.
- e. The purchase limit for small purchases applies to each purchase, regardless of funding.
- f. All other rules governing the management and procedures of the purchase shall be in accordance with procedures established by the City Administrator.

9.4. Sealed Bids

9.4.1 Requirements

- i. Sealed bids are required for any type of public improvement if the estimated cost exceeds \$75,000, except for professional services, emergency work or maintenance; see W.S. § 15-1-113.
- ii. Sealed bids are required for the purchase or lease of a new automobile or truck regardless of cost; see W.S. § 15-1-113.
- iii. Additionally, sealed bids are required for all purchases of supplies, equipment or vehicles if the estimated cost exceeds \$75,000, unless otherwise excluded per this policy.
- iv. All bids shall meet the requirements of W.S. § 15-1-113 and W.S. § 16-6-101 through W.S. § 16-6-118.

9.4.2. Specifications: Sealed Bid Specifications shall be set by the City Administrator or designee.

9.4.3. Standard Bid Package

- i. The standard bid package shall be developed by the City Administrator.
- ii. For non-federally funded public work projects, the 5% Wyoming bidder preference

clauses; see W.S. § 16-6-102, W.S. § 16-6-104, W.S. § 16-6-105, W.S. § 16-6-106 and W.S. § 16-6-107. For federally funded projects, the suspension and debarment statement.

- iii. Any restriction in the specifications that could be considered restrictive of competition is prohibited. They include, but are not limited to:
 - Placing unreasonable requirements on firms to prevent them from qualifying.
 - Requiring unnecessary experience and excessive bonding
 - Non-competitive pricing practices between firms or between affiliated companies
- iv. The City Administrator may approve bid packages which vary from standard if necessary to meet the purpose of this Policy. Provided, nothing herein shall prevent the City Administrator from establishing the standard language, forms and requirements necessary to ensure compliance with this Policy, Wyoming Statute and City Ordinance.

9.4.4. Advertisement and Invitation to Bid; see W.S. § 15-1-113(b)

- i. The Department Head must sign all advertisements and invitations to bid.
- ii. All legal ads shall be placed by the City Clerk.
- iii. The advertisement and invitation to bid shall be published on two (2) different occasions, at least seven (7) days apart in the local newspaper, or according to the funding agency's requirements. The published notice shall state:
 - the place, date and time of any pre-bid meetings
 - the place, date and time when the bids will be received
 - the place, date and time when the bids will be publicly opened
 - the place where interested persons may obtain the bid package
 - the bond requirement
 - any automobiles or trucks for trade-in if a new automobile or truck is to be purchased
 - except for federally funded projects, a statement that "preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured or grown in Wyoming, or supplied by a resident of the state, quality being equal to articles offered by the competitors outside of the state;" See W.S. § 16-6-106.
- iv. The City shall make an effort to notify known local vendors of upcoming bids.

9.4.5. Awarding the Bid/Notice of Award

- i. The Project Manager or Department Head will review the bids and put together a bid tabulation of all bidders and submitted bids.
- ii. Prior to awarding, the City Attorney shall review all contracts.
- iii. A public works contract shall be awarded to the responsible certified resident making the lowest bid if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible non-resident bidder; see W.S. § 16-6-102.
- iii. The Project Manager or Department Head shall issue an award letter of

- recognition which shall be presented to the Governing Body for approval.
- iv. The Governing Body shall award the bid at a scheduled Council meeting.
 - v. The contract shall be executed by the Mayor and attested by the Clerk, or his/her designee and copies must be given to the City Clerk, the Treasurer, the consultant or vendor and the Department Head, if applicable.
 - vi. The Project Manager or Department Head shall issue the Notice of Award to the successful bidder.
 - vi. The successful bidder shall furnish the performance guarantee within 30 days.

9.4.6. Advertisement for Final Payment

- i. Before the City is to make the final payment on any contract for which a bond or other financial guarantee is required, the City shall publish once a week for three (3) consecutive weeks and also post in three (3) conspicuous places at the place of work, forty (40) days before the final payment, a notice that the contractor is entitled to final settlement and that the City will pay to the contractor the full amount due under the contract; see W.S. § 16-6-116.
- ii. No final payments shall be made to a contractor without a sworn statement from the contractor setting forth that all claims for material and labor performed under the contract have been paid and are paid for the entire period of time for which the final payment is to be made. If any claim for material and labor is disputed, the sworn statement shall so state and the amount claimed to be due the laborer shall be deducted from the final payment and retained by the City until the determination of the dispute, either by judicial action or consent of the parties, and then paid by the City to the persons found entitled thereto; see W.S. § 16-6-117.

9.5. Competitive Proposals (RFP or RFQ)

9.5.1. Requirement

- i. Request for proposals/qualifications are required for professional services for construction manager agents, construction manager-at-risk or design-builder if the estimated cost exceeds \$75,000; see W.S. § 15-1-113.
- ii. Request for proposals/qualifications are required for all other services, including maintenance, if the estimated cost exceeds \$75,000.
- iii. Additionally, requests for proposals/qualifications are required for all leases of equipment if the estimated cost exceeds \$75,000.
- iv. If the project or procurement is receiving funding from an outside funding agency, City staff must receive written approval from the funding agency to utilize the RFP/RFQ process.

9.5.2. Procedures

- i. The City Administrator shall set procedures for the use of an RFP or RFQ. The City Administrator approved procedures shall comply with all applicable federal and state statutes.

9.6. Non-Competitive Proposals

9.6.1. Limitation. Non-Competitive proposals may be used only when one or more of the following circumstances apply:

i. Single Source Requirements:

- A. Single source procurement is when there is only one vendor who can provide the goods or services.
- B. Procurement without competition is authorized under limited conditions and subject to written justification documenting the conditions which preclude the use of a competitive process.
- C. A requirement for a particular proprietary item (i.e., a brand name specification) does not justify single source procurement if there is more than one potential vendor for that good or service. Price is not a consideration to justify sole source procurement. In cases of reasonable doubt, competition should be solicited. The Department Head shall determine if the price is fair and reasonable.
- D. The Department Head shall take reasonable steps to avoid using single source procurement except in circumstances where it is both necessary and in the best interests of the City. The Department Head shall take action, whenever possible, to avoid the need to continue to procure the same supplies and/or services without competition.
- E. The requesting department shall submit a memo to the Purchasing Agent of source justification along with any other pertinent information regarding the single source procurement; i.e. vendor quote, literature, etc.
- F. The Purchasing Agent must approve all single source procurements unless such selection is required to be approved by the City Governing Body or otherwise allowed by this Policy.

ii. Expressly authorized by Federal Agency or Pass-Through

iii. Inadequate Competition Requirements:

- A. Inadequate Competition procurement is when only one vendor has the expertise or specific product and the other competitors products and services cannot meet the needs of the City.
- B. Procurement without competition is authorized under limited conditions and subject to written justification documenting the conditions which preclude the use of a competitive process.
- C. A requirement for a particular proprietary item (i.e., a brand name specification) does not justify single source procurement if there is more than one potential vendor for that good or service. Price is not a consideration to justify sole source procurement. In cases of reasonable doubt, competition should be solicited. The Department Head shall determine if the price is fair and reasonable.
- D. The Department Head shall take reasonable steps to avoid using

Inadequate Competition procurement except in circumstances where it is both necessary and in the best interests of the City. The Department Head shall take action, whenever possible, to avoid the need to continue to procure the same supplies and/or services without competition.

- E. The requesting department shall submit a memo to the ~~Chief Procurement Officer~~ Purchasing Agent of source justification along with any other pertinent information regarding the Inadequate Competition procurement; i.e. vendor quote, literature, etc. and an explanation why the vendor service or good cannot be found from other vendors.
- F. The ~~Chief Procurement Officer~~ Purchasing Agent must approve all Inadequate Competition procurements unless such selection is required to be approved by the City Governing Body or otherwise allowed by this Policy.

9.6.2. Emergency purchase

- i. An emergency purchase is a purchase that is essential to the life, health or convenience of the citizens of Sheridan. Examples of such emergencies may be a breakdown of the electrical system, water supply or critical vehicles.
- ii. When an emergency condition exists that prevents the use of a competitive procurement method, the City may conduct procurement on an emergency basis. Emergency procurements may be negotiated on a single source or limited competition basis as dictated by the circumstances surrounding the emergency.
- iii. Emergency purchases are authorized if expressly allowed by Federal Agency or Pass-Through.
- iv. An Emergency purchase may be made when there is inadequate competition.

9.6.2.1 Emergency procurements **do not** include:

- A. Procurements that need to be rushed because of a failure to plan ahead
- B. End of the fiscal year procurements
- C. End of a grant/contract procurement
- D. Emergency Proclamation has been issued by the Mayor or City Governing Body in accordance with Ordinance 2-68 through 2-71

9.6.2.2 Authority to make Emergency Procurements

- A. Approval by the Purchasing Agent, or his/her designee, shall be obtained prior to the procurement. In the event an emergency arises after normal working hours, the requesting department shall notify the Purchasing Agent as soon as reasonably possible.
- B. The emergency procurement shall be limited to the procurement of only the types of items and quantities or time period sufficient to meet the immediate threat and shall not be used to meet long-term requirements.

9.6.2.3 Documentation

- A. As soon as practicable, the Department Head shall prepare a written

justification, to be approved by the Purchasing Agent, that sets forth the justification for the emergency procurement. The justification shall include the following:

- the basis for the emergency procurement including the date the emergency first became known
- a listing of the supplies and/or services procured
- a description of the efforts made to ensure that proposals or offers were received from as many potential vendors as possible under the circumstances
- the basis for the selection of the selected vendor

9.6.2.3 Emergency Proclamation Purchases.

- A. Purchases made in accordance with an Emergency Proclamation issued by the Mayor or City Governing Body in accordance with Ordinance 2-68 through 2-61 shall be governed by the Proclamation. Provided, no purchase may be made which would violate federal or state law. All purchases, unless otherwise directed by the Emergency Proclamation, shall be approved by the City Administrator.

10. ORIGINAL CONTRACT DOCUMENTS AND MAINTENANCE AGREEMENTS

All original documents and agreements, bid packages, bids, actions by the Governing Body shall be maintained by City Clerk in accordance with the City's adopted document retention schedule, state statute and as directed by the City Administrator.

11. RECEIVING OF SUPPLIES AND EQUIPMENT

The procedure for the receiving and acceptance of supplies and equipment shall be set by the City Administrator.

12. METHOD OF PAYMENT

Unless otherwise required by this policy, the method and means of payment for purchases shall be in accordance with the procedures established by the City Administrator.

13. GOVERNING BODY PROCEDURES:

13.1 Changes, Alterations and Waivers

- a. By majority vote of the Governing Body, any requirement or provisions of this Policy, except for requirements set forth by Wyoming State Statute or Federal Law, may be changed, altered or waived. Any waiver of any requirement or provision for any specific purchase shall not waive the Policy requirement or provision for future purchases unless specifically stated by the Governing Body.
- b. This Policy shall be updated as is needed by the City Administrator to reflect and ensure compliance with state and federal law or City ordinance or resolution. Any update required by federal or state law shall not require the Governing Body's approval to be effective. Any other update or amendment which is recommended by the City Administrator must be approved by a majority vote of the Governing Body.

13.2 Enforceability

- a. This Policy does not create any property right, due process right or reasonable expectation for any vendor or contractor regarding the method of contract awards or selection for services. The terms and requirements of this Policy are solely for the purposes of providing guidance for City Employees regarding purchases and procurements.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2023.

Appendix A

Types of Procurement

	Micro-Purchase	Small Purchase	Non-Competitive Proposals	Competitive Bids	Competitive Proposals
Limit	<= \$10,000	>\$10,000 - \$75,000	No limit	No limit	> \$75,000
Purchase Type	<ul style="list-style-type: none"> • Supplies • Equipment • Services 	<ul style="list-style-type: none"> • Supplies • Equipment • Services 	<ul style="list-style-type: none"> • Under Micro Purchase Threshold • Single Source (i.e. Proprietary) • Emergency • Authorized by Federal Agency • If, after attempting bids/RPFs, competition is inadequate 	<ul style="list-style-type: none"> • Purchase or lease of <u>new</u> automobiles and trucks 	<ul style="list-style-type: none"> • Public Improvement Contracts • Construction Manager • CMR • Design/Builder • Contracts for professional services • Maintenance • Supplies • Equipment
Competition	None	At least 3 quotes	None	Sealed bids	RFP/RFQ/Bid
Legal Reference	2 CFR 200.320	2 CFR 200.320	2 CFR 200.320	W.S. § 15-1-113	W.S. § 15-1-113 2 CFR 200.320
Requisition 1 st Approval	Department Supervisor	Department Supervisor	Department Supervisor	Selection Committee	Department Selection Committee
Requisition 2 nd Approval	None	Department Head	Department Head	None	None
Authorized/Awarded By	N/A	CA* when less than 2 quotes None	CA	CA then Governing Body	CA then Governing Body

Attachment A
RESOLUTION 29 -11

A RESOLUTION to approve a “buy local” policy statement for the City of Sheridan.

WHEREAS, to ensure the City expends taxpayers funds in accordance with state statutes,

and

WHEREAS, the City Council and staff are desirous of supporting the local economy wherever possible, and

WHEREAS, the City shall provide ample opportunity for local businesses to meet the supplies’ requirements of the City, and

WHEREAS, City staff is reviewing and modifying the new purchasing policy for the City that emphasizes buying from local vendors whenever possible and centralizing the City’s procedures while maximizing internal control.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SHERIDAN, WYOMING: City employees are expected to consider not only price but also service, delivery, and other factors that may weigh in favor of a local vendor over internet or out-of-town vendors. While the lowest price is sometimes the best bargain but the local service component should also be weighed in the purchase decision. The City shall endeavor to give sufficient notice to all firms when there are significant purchases of goods, services or opportunities to respond to a request for proposal or supply contract. City Employees making purchases should develop a list of local vendors supplying the type of good along with contact information to more readily provide notice by email of either significant purchase or of the opportunity to bid on small purchases on an annual supply contract basis.

PASSED, APPROVED AND ADOPTED this 17th day of October, 2011.

CITY OF SHERIDAN



John Bigelow, Council President





Scott Badley, City Clerk

Attachment B

CITY OF SHERIDAN

Resolution 23-17

A RESOLUTION ADOPTING THE CITY OF SHERIDAN PROCUREMENT WITH FEDERAL FUNDS POLICIES

WITNESSETH

WHEREAS, the City of Sheridan currently utilizes Federal monies to construct and acquire properties and improvements, and

WHEREAS, the City of Sheridan is required to have a Single Audit conducted annually on the Federal monies it receives, and

WHEREAS, the City of Sheridan must be in compliance with Federal Procurement Standards

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

That the Procurement with Federal Funds document attached hereto and made a part hereof is adopted as an integral part of the City of Sheridan's Procurement Policies.

PASSED, APPROVED AND ADOPTED THIS 19th day of June, 2017.

City of Sheridan



Roger Miller, Mayor





Jim Harmon
Finance and Administrative Services Director

City Administrator - Purchasing and Procurement Rules and Procedures

Charter Ordinance 2202 authorized the City Administrator to “issue administrative regulations and outline general administrative procedures applicable to all areas and departments”. See Charter Ordinance Article 2(d). The City Administrator may adopt and amend, in their discretion, all of the procedures that follow without prior notice to or approval of the City Governing Body.

<u>Section</u>	<u>Title</u>	<u>Page</u>
1	ORIGINAL CONTRACT DOCUMENTS AND MAINTENANCE AGREEMENTS	1
2	VEHICLE AND EQUIPMENT REGISTRATION AND/OR INSURANCE	2
3	ASSET ADDITION OR DELETION	2
4	ELECTRONIC REQUISITION (eReq)	2
5	PETTY CASH	2
6	EMPLOYEE REIMBURSEMENTS	3
7	MICRO-PURCHASE	3
8	SMALL PURCHASE	3
9	BID SPECIFICATIONS	4-7
10	RECEIVING OF SUPPLIES AND EQUIPMENT	7
11	PURCHASING CARD	8-9

1. ORIGINAL CONTRACT DOCUMENTS AND MAINTENANCE AGREEMENTS

1.1. All original contracts, excepting original maintenance agreements, will be kept with the City Clerk’s office. Copies may be kept by the appropriate departments.

1.2. Original maintenance agreements will be kept on file in the office of the appropriate department.

1.3. Copies of all procurement contracts and maintenance agreements must be given to the Treasurer's office.

2. VEHICLE AND EQUIPMENT REGISTRATION AND/OR INSURANCE

2.1. The Fleet Manager must be notified and given proper paperwork at least two (2) weeks prior to delivery of vehicles or equipment. Proper paperwork for registration includes a Certificate of Origin for out of state vendors, a Sales Tax Certification form for local vendors, and a Bill of Sale. Provided, Certificates of Origin and Title may not be available until payment is tendered and Bills of Sale may not be received until equipment is delivered.

2.2. The use of vehicles or equipment is prohibited until proof of insurance has been obtained by the Fleet Manager.

3. ASSET ADDITION OR DELETION

3.1. Any assets purchased with a value over \$5,000, or have been identified as small, attractive and pilferable, must be reported to the Treasurer's office on a New Asset Form (Form FA-1).

3.2. Any asset that is sold, traded, scrapped, or donated must be reported to the Treasurer's office on an Asset Deletion Form (Form FA-2).

4. ELECTRONIC REQUISITION (eReq)

4.1. An eReq shall be used for all purchases. eReqs shall be completed either before the purchase is made (preferably) or as soon thereafter as possible, but prior to receipt of the supplies/equipment/services.

- If possible, the eReq number should be given to vendors to include on packing slips and receipts/invoices.

4.2. EReqs will be converted to a purchase order by the Treasurer's office.

4.3. Exceptions

- Payments required for payroll
- Utility payments

5. PETTY CASH

5.1 . The Treasurer's Office shall have a petty cash fund not to exceed \$1,000.00. The petty cash funds shall be reconciled at least monthly.

5.2. Excluding funds used for licensing/registrations at the County Clerk's office, use of petty cash is limited to expenditures not to exceed \$50.

5.3. A Petty Cash Voucher (Form PC-1) must be signed by the receiving individual and a receipt must accompany all payments out of petty cash. The management and procedures of the purchase shall be in accordance with procedures established by the City Administrator.

6. EMPLOYEE REIMBURSEMENTS

6.1. Requirements

- Any purchases made by City employees where reimbursement will be requested are subject to employee handbook and the Purchase and Procurement Policy. It is the employee's responsibility to check the Purchasing Policy of the City before incurring any expense.
- It is preferable that any purchases made for City purposes be paid by the City directly to the vendor.
- Under no circumstances shall a City employee pay a contractor or consultant directly.

6.2. Reimbursement Request

- The purchase shall be described on an eReq with a certification of payment statement signed by the employee requesting the reimbursement.
- The requesting employee's Department Supervisor shall sign the eReq authorizing the reimbursement.
- The original vendor receipt must be attached to the voucher.

7. MICRO-PURCHASE

7.1 Procurement by micro-purchase is the acquisition of supplies or services in which the aggregate dollar amount does not exceed \$10,000. To the extent practicable, the City must distribute micro-purchases equitably among qualified suppliers. Micro purchases may be awarded without soliciting competitive quotes if the Department Supervisor considers the price to be reasonable.

- The micro-purchase limit is applied as follows:
 - With federal funds, the purchase limit is for the life of the grant.
 - With all other funds, the purchase limit is the fiscal year.
- Micro-purchases require approval by the Department Supervisor.

8. SMALL PURCHASE

8.1. Small purchase

- Small purchases are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$75,000.

- Small purchases greater than \$10,000 but not exceeding \$35,000 require three (3) verbal quotes and approval by the Department Supervisor and Department Head.
- Small purchases greater than \$10,000 but not exceeding \$75,000 require three (3) written quotes and approval by the Department Supervisor, Department Head and Chief Procurement Officer. In addition, any written contract with the chosen vendor shall be signed by the Chief Procurement Officer.
- The purchase limit for small purchases applies to each purchase, regardless of funding.

9. BID SPECIFICATIONS

9.1 Detailed specifications shall be prepared by the Project Manager or Department Head and approved by the Department Head. These specifications shall become part of the Standard Bid Package (Form SBP-1).

9.2 Bid Restrictions. Any restriction in the specifications that could be considered restrictive of competition is prohibited. They include, but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business
- Requiring unnecessary experience and excessive bonding
- Non-competitive pricing practices between firms or between affiliated companies
- Non-competitive contacts to consultants that are on retainer contracts
- Organizational conflicts of interest
- Specifying only a brand name product instead allowing equal products to be offered. If the use of brand names is used it should be limited to expressing a minimum acceptable specification, in which case “or equivalent” shall follow the name brand, or when procurement of a particular brand name can be otherwise justified.
- Any arbitrary action in the procurement process

9.3 Standard Bid Package

- The standard bid package can be accessed through the City’s website or from the appropriate department.
- The standard bid package includes the following forms or documents:
 - Advertisement and Invitation to Bid
 - Instructions to Bidder
 - Bid Form/Contract
 - Specifications
 - General Instructions

- Bid Bond
- Performance Bond
- Notice of Award

● The standard bid package may include the following optional forms or documents:

- Special Requirements
- Trade-Ins
- For non-federally funded public work projects, the 5% Wyoming bidder preference clauses; see W.S. § 16-6-102, W.S. § 16-6-104, W.S. § 16-6-105, W.S. § 16-6-106 and W.S. § 16-6-107.
- For federally funded projects, the suspension and debarment statement.

9.3. Advertising

- The Department Head must sign all advertisements and requests for proposals/qualifications.
- All legal ads shall be placed by the City Clerk.
- The advertisement and request for proposal/qualification shall be published on two (2) different occasions, at least seven (7) days apart in the local newspaper, or according to the funding agency's requirements.
- The City shall make an effort to notify known local consultants and vendors of upcoming RFP/RFQs.
- RFP/RFQs shall be posted on the City's website.

9.4. Request for Proposals/Qualifications

- The proposal, as submitted by the consultant or vendor, shall include information on the company's ability to meet the requirements of the RFP/RFQ. Information provided should include a description of their ability to perform the work or provide the leased equipment, a demonstration of understanding of the project, and references.

9.4. Selection Committee

- A selection committee may be formed by the Department Head. The selection committee consists of at least three (3) members, but generally not more than five (5). Each member shall ensure that he or she has no possible conflict of interest that may influence the selection process.

9.5. Evaluation Factors

- The selection committee shall select consultants or vendors on, but not limited to, the following criteria:

- Experience and expertise of the company in the work needed
- Qualifications of the company's personnel
- Previous performance by the company
- Knowledge about the project or equipment
- Special product delivery requirements
- Workload with other clients (if known)
- Location (In-state or out-of-state consultant location cannot be a factor, but proximity to the project is an allowable factor)
- Financial stability
- Reputation
- References
- Cost

- At the selection committee's option, additional factors may also be used.

9.6. Selection by Scoring and Ranking

- To determine the final selection, the committee ranks the consultants or vendors being considered. This process involves prioritizing each factor and developing an overall score. If it becomes apparent that a particular consultant or vendor is not qualified, the committee may eliminate the consultant or vendor from further consideration. The following items should be considered to determine if a consultant or vendor is minimally qualified:
 - The consultant or vendor shall have an exemplary ethical and professional reputation.
 - Individuals the consultant or vendor employs shall possess the levels of education, training and experience necessary to perform the required services satisfactorily.
 - If the consultant will be engaged to perform engineering, surveying, or architectural services for the City of Sheridan, the employee overseeing the work shall be licensed by the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors or the Wyoming State Board of Architects and Landscape Architects.
 - The consultant or vendor shall be established in the area of expertise and have recent experience in the area for which the company is being considered.
- For architectural or engineering related projects, the selection must be qualification-based. Therefore, the City shall not solicit fee proposals before the consultant selection. Within the RFQ process, fee proposals may be requested in

separate sealed envelopes, and only the selected firm's fee proposal will be opened after the selection is complete.

- For leases or projects that are not architectural or engineering related, fee proposals can be considered a part of the selection criteria.
- The City may interview, via phone, the top three (3) consultants or vendors. H.

Negotiations

- Negotiations may begin with the top-ranked vendor. At this time, final scope and cost will be discussed. The cost may be determined by the following:
 - Salary cost times a multiplier plus direct non-salary costs
 - Cost plus a fixed fee
 - Lump sum
 - Unit of work payment
 - Hourly rate with maximum fee
 - Or any other reasonable method of calculation
- If this is an architectural or engineering contract, please review the American Society of Civil Engineers (ASCE) Manual No# 45.
- If the contract cannot be successfully negotiated with the top-ranked vendor, negotiations should be terminated and the City should begin discussion with the next ranked vendor until a contract is negotiated. Staff shall only negotiate with one vendor at a time.

9.7. Awarding the Proposal

- Prior to awarding, the City Attorney shall review all contracts.
- The Governing Body will award the proposal at a regularly scheduled Council meeting.
- The contract shall be executed by the Mayor and attested by the Clerk, or his/her designee, and copies must be given to the City Clerk, the Treasurer, the consultant or vendor and the Project Manager, if applicable.
- The consultant must be notified to proceed by the Project Manager. The Project Manager must provide all pertinent information to the consultant, monitor their work, render decisions on behalf of the City and authorize payment to the consultant.

10. RECEIVING OF SUPPLIES AND EQUIPMENT

10.1. Items purchased using a purchasing card may be picked up by the cardholder or delivered. The vendor should include a packing slip, receipt or invoice. The items received should be verified against these documents and then compared against the purchase order for accuracy and completeness. The receipt or invoice must indicate that this is a purchasing card purchase.

10.2. A packing slip will generally come inside the box or attached to the outside of the package being delivered. Personnel shall verify that what is on the packing slip is truly what is received and then compare it against the purchase order for accuracy and completeness.

10.3. Upon receipt of supplies or equipment, the receiving department shall inspect the supplies or equipment for damage or defects.

10.4. Items delivered by freight truck shall be inspected prior to signing the bill of lading. Any damage to the package should be pointed out to the driver and noted on the bill of lading. If extensive damage is observed, the shipment should be refused. If no damage is visible, a note must be made on the bill of lading that the "shipment is accepted subject to inspection."

10.5. If damage or defects are discovered, the magnitude of the damage or defects shall be considered, and the vendor shall be contacted. Arrangements shall be made for the return and/or replacement of the supplies or equipment. Any credit memos received for the returned supplies or equipment shall be submitted to the Treasurer's office.

10.6. If, upon inspection, it is determined that duplicate items or the wrong items were received, arrangements shall be made for the return and/or replacement of the supplies or equipment. Any credit memos received for the returned supplies or equipment shall be submitted to the Treasurer's office.

11. PURCHASING CARD

11.1 General Instructions

- The purpose of the purchasing card is to streamline and simplify the purchasing and payment process.
- Purchasing cards may not be used to avoid or bypass appropriate purchasing policies and procedures.
- Individual purchases may not exceed the micro-purchase threshold, unless for an emergency purchase, as defined in Governing Body Purchase and Procurement Policy.
- Purchases made with the purchasing card are for supplies and equipment, and travel related expenses only. Under no circumstances shall a City employee pay a contractor or consultant with a purchasing card.
 - Use of purchasing cards for meals is limited to travel outside of the City where at least one overnight stay will occur or when the meal is beneficial to the needs of the City.

- All mailed or delivered orders shall have the cardholder's name and department on the package.
- Any incentive program benefits derived by the use of purchasing cards shall be the property of the City. The Treasurer will determine the use of such incentive program benefits.
- The cardholder is the only person entitled to use the card and the card is not to be transferred to or allowed to be used by anyone other than the cardholder. The cardholder may make procurement transactions on behalf of others in their department, however, the cardholder is responsible for the validity of purchases made with their card and for obtaining the required receipts.
- Violations of this policy may result in loss of purchase card privileges and discipline up to and including termination.

11.2. Cardholder Eligibility

- In order to receive a purchasing card, a cardholder must:
 - Be a current full time or regular part time City of Sheridan employee
 - Receive the approval of their Department Head and the Treasurer
 - Attend a training session before receiving their purchasing card
 - Sign a Cardholder Agreement (CCA-1)

11.3. Limitations and Restrictions

- Restrictions may be placed on each individual card, as determined necessary by the employee's Department Head and the Treasurer. Restriction may include but are not limited to:
 - Monthly, daily and per transaction credit limits
 - Limits on number of transactions
 - Merchant category blocking

11.4. Unauthorized Purchases

- The following is a list of unauthorized purchasing card purchases:
 - Alcohol or tobacco products
 - Entertainment related expenses
 - Prescription and non-prescription drugs
 - Weapons and ammunition (except for Police personnel)
 - Cash advances
 - Items for personal use
 - Any transaction which exceeds the limits set on the cards
 - Fuel for personal vehicles
 - Purchases or travel outside of the United States unless authorized by the Chief Procurement Officer

- Purchases exceeding the appropriated budget amount for the GL code being charged without prior authorization from the appropriate Department Head

11.5. Lost or Stolen Cards

- If the purchasing card is lost or stolen, the cardholder must immediately notify the card issuer and the Treasurer's Office. The Treasurer's Office will follow up with the card issuer to take the appropriate action to have the card canceled.

Adopted this ____ day of _____, 2023.

Stuart McRae, City Administrator



CITY OF SHERIDAN, WYOMING

55 Grinnell Street, P.O. Box 848, Sheridan Wyoming 82801

Ph (307) 674-6483 Fax (307) 674-2195

Attorney

MEMORANDUM

Project Name: Discussion of Resolution 37-23, Wrench Ranch Master Plan - City Attorney Brendon Kerns

From: Brendon Kerns, City Attorney

To: Mayor and Council

CC:

Date:

Background:

see attached documents

Attachments

Resolution

pages from Wrench Ranch

Remmington Court

Rice Letter

Resolution 37-23

A RESOLUTION approving an amendment to the Wrench Ranch Master Plan for the property located at 910 Remington Court, Sheridan, Wyoming more particularly defined as WRENCH RANCH HILLS PHASE 1 BLOCK 2 LOT 1 (TOTAL ACRES = 2.07), hereinafter “The Property”.

WHEREAS, The Property is located in the Wrench Ranch Hill – Phase 1 designated for light industrial; and

WHEREAS, the adopted Master Plan limits exterior wall materials to no more than 15% corrugated Metal; and

WHEREAS, the applicants, Phoenix Ltd. Partnership and Taylor Wendtland, hereinafter “Applicants” have requested that the City grant an amendment to the Wrench Ranch Master Plan to allow the exterior walls to have no more than 85% corrugated Metal; and

WHEREAS, City of Sheridan Ordinance Appendix B Article 806.8(C) allows for the City Governing Body approve Major Amendments to the PUD Master Plan.

Be it resolved by the City of Sheridan Governing Body:

1. City of Governing Body findings:

- a. The Applicants have submitted a letter for support for the amendment from John E. Rice & Sons, Inc., the developer of the Wrench Ranch;
- b. The proposed amendment is not contrary to the intent of the Wrench Ranch Master Plan;
- c. The proposed metal and exterior, described below, are of equal or better material that what is accomplished under the strict application of the Wrench Ranch Master Plan
 - i. Exterior Walls -PLP Prime AZ50 coating with Mineral Color,
 - ii. Waiscot – Novabrik with Charcoal color, and
 - iii. Roof/Trim/Stripes on walls – PLP Prime AZ50 coating with Black color
- d. The proposed amendment does not violate the spirit and intent of the Wrench Ranch Master Plan.
- e. The proposed amendment will not adversely affect the rights of other property owners in a material matter.

2. Amendment

- a. The Wrench Ranch Master Plan, Section I-U(7)(d)(IV) is hereby amended to allow the property located at 910 Remington Court, Sheridan, Wyoming, to construct exterior walls of up to 75% as follows:
 - i. Exterior Walls -PLP Prime AZ50 coating with Mineral Color,
 - ii. Waiscot – Novabrik with Charcoal color, and
 - iii. Roof/Trim/Stripes on walls – PLP Prime AZ50 coating with Black color

PASSED, APPROVED and ADOPTED this ____ day of _____, 2023.

Mayor, Richard Bridger

ATTEST:

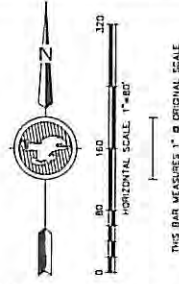
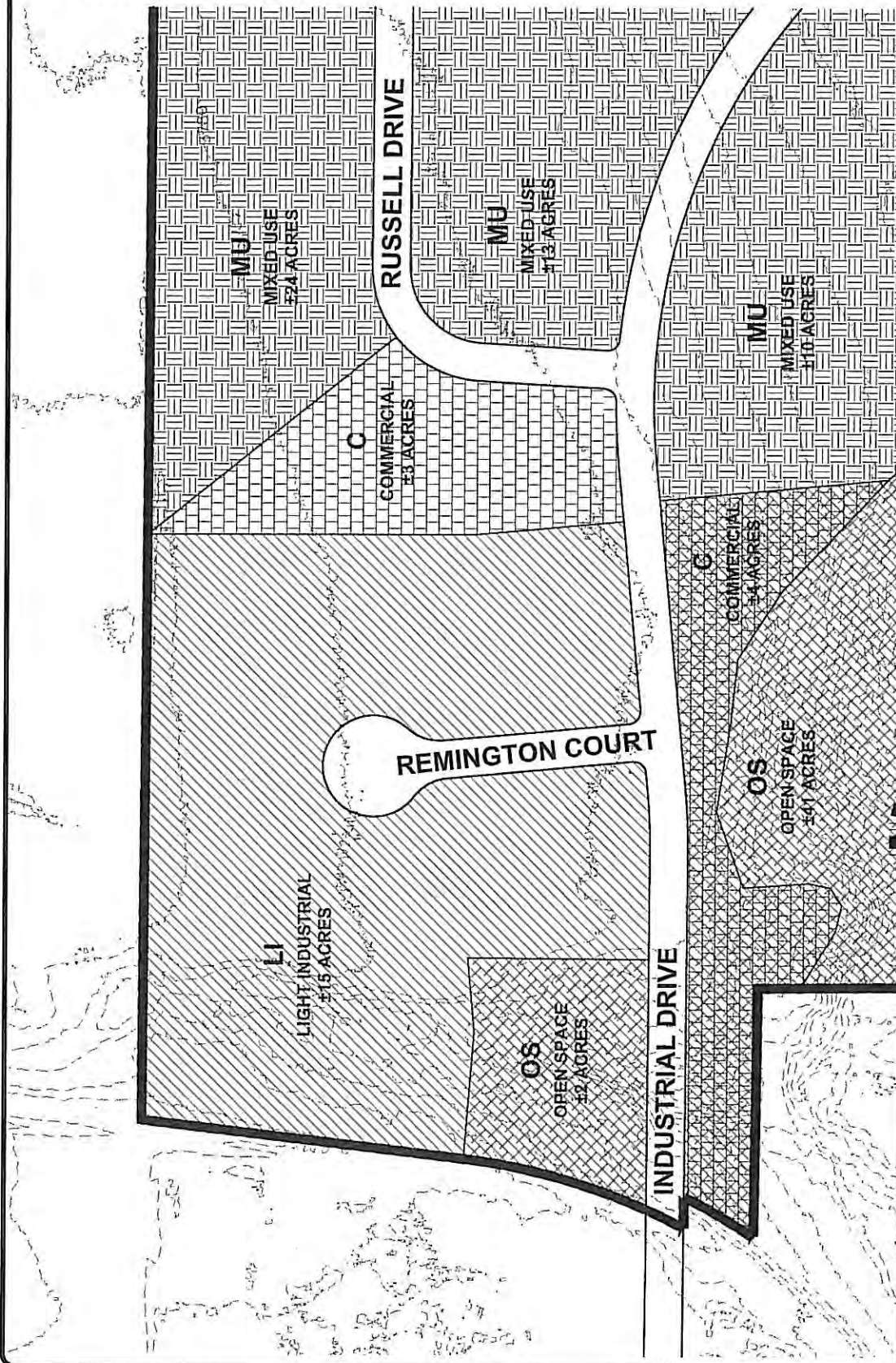
Cecilia Good, City Clerk

LEGEND

- 5' CONTOURS
- PHASE 1 BOUNDARY
- CONCEPTUAL COMMUNITY TRAILS
- LIGHT INDUSTRIAL (LI)
- MIXED USE (MU)
- COMMERCIAL (C)
- OPEN SPACE/PARKS (OS)
- FUTURE (FUT)

ACREAGES
 MASTER PLAN - PHASE 1 (188.73 AC)
 LIGHT INDUSTRIAL (14.61 AC)
 MIXED USE (47.22 AC)
 COMMERCIAL (34.00 AC)
 OPEN SPACE/PARKS (47.93 AC)
 FUTURE (3.75 AC)

NOTES:
 1. ROAD ALIGNMENTS ARE PRELIMINARY AND SUBJECT TO ADJUSTMENT.



REV	DESCRIPTION	BY	DATE

WRENCH RANCH PROPERTIES MASTER PLAN - PHASE 1 SITE PLAN SHERIDAN, WYOMING

PREPARED FOR:
 JOHN L. REE & SONS, INC.
 304 WRENCH RANCH
 247 DECKER ROAD
 SHERIDAN, WY 82801



DATE 9/16/09	PROJECT NO. 50903
DRAWN BY: JLM	DRAWN BY: JLM
DESIGNED BY: JES	DESIGNED BY: JES
SCALE 1"=80'	SHEET NO. SP-1
DATE 1/4	DATE 1/4

9. Punctuate the skyline with center towers. Tower elements provide a proper termination of converging street walls, accentuating the corner.

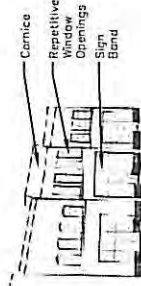


2. GROUND FLOOR STOREFRONT BASE

- a. Use commercial storefront heights to allow natural light to penetrate interiors. Storefront minimum height: 10'.

3. UPPER STORY FACADES

- a. Emphasize horizontal building features such as continuous cornice elements, repetitive window openings and sign bands to provide architectural continuity between neighboring buildings.



4. ROOF CAP

- a. Terminate the top of the building with a distinctive roof cap and/or cornice. Design roof caps using the following techniques:

- i. Terminate the top of the flat roof with a distinctive cap end/or cornice and parapet wall.



- ii. Align cornice lines with neighboring buildings to avoid clashes in styles and materials.

- iii. Support pitched roof eave overhangs with corbels or brackets.



- iv. Sheath sloped roofs with a durable roofing material that is complementary to the architectural style of the building.

- v. Avoid radical roof pitches that create overly prominent or out-of-character buildings.

- vi. Avoid continuous roof planes. Pitched roof planes exceeding 30 linear feet should incorporate articulated roof elements that include the following:

Cross Gables
Roof Monitors
Vertical Tower Elements
Roof Dormers



Vary Roof Lines/Heights



- vi. Conceal rooftop mechanical equipment, antenna, satellite dishes, etc. Mechanical equipment shall be completely screened within a penthouse or hidden behind a roof parapet.

5. MASONRY OR STONE BASE

- a. Define the base of buildings with a masonry or stone base designed to anchor structure to the ground plane.



6. AWNINGS/SUNSHADES

- a. Design awnings to complement the structural framework of the building. Awnings should express the shape and proportion of window openings and structural bays.



- b. Do not obstruct transom windows with awnings.

- c. Internally illuminated awnings are prohibited. Awnings shall not be back-lighted.

- d. Construct awnings of durable material.

7. BUILDING MATERIALS

- a. Use building materials such as brick, stone and wood that help interpret the size of the building.

- b. Avoid large, featureless building surfaces such as large all-glass curtain walls or unarticulated tile concrete.

- c. Avoid an excessive variety of facade materials.

- d. The following building materials are permitted:

I. Building Base and Facades:

Concrete
Masonry, Brick
Masonry, CMU (Integrally colored)(Recommend split face)
Masonry, Stone (ie. Ashler-laid, broken ranswork, pitched faced, quarry faced)
Masonry, Stone Veneer (ie. Brownstone, sandstone, slate)
Metal, Structural
Stucco
Metal wall panels, Corrugated, standing seam, etc. (Use with discretion) (Less than or equal to 75% coverage)
Tile
Cultured Stone

II. Roofs:

Composite Roofing (Architectural grade dimensional fiberglass mat shingles)
Concrete Shakes (flaked to mimic a natural wood shake)
Metal, Standing Seam (Seams shall be spaced a minimum of 18 inches)
Relieved metal standing seam membrane roofing screened from public view by a parapet
Slate (real or cultured)
Tile, Flat Concrete (Modern Slate)
Bricklets, Corbels and Beams
Wood, Dimensional (Beams)

III. Windows:

Glass, transparent or tinted (not mirrored)
IV. Use wall materials based upon the following recommendations:
Brick
Board and Batten (wood or cementitious)

Corrugated Metal (Less than or equal to 15% coverage)

Siding, Clapboards (wood or cementitious)

Siding, Plankade (wood)

Siding, Drop (wood or cementitious)

Cap (wood or cementitious)

Siding, Shingle (cedar, rewood or cementitious)

Siding, Tongue and Groove (wood or cementitious)

Stone (cultured)

Stucco (exterior plaster)

EIFS

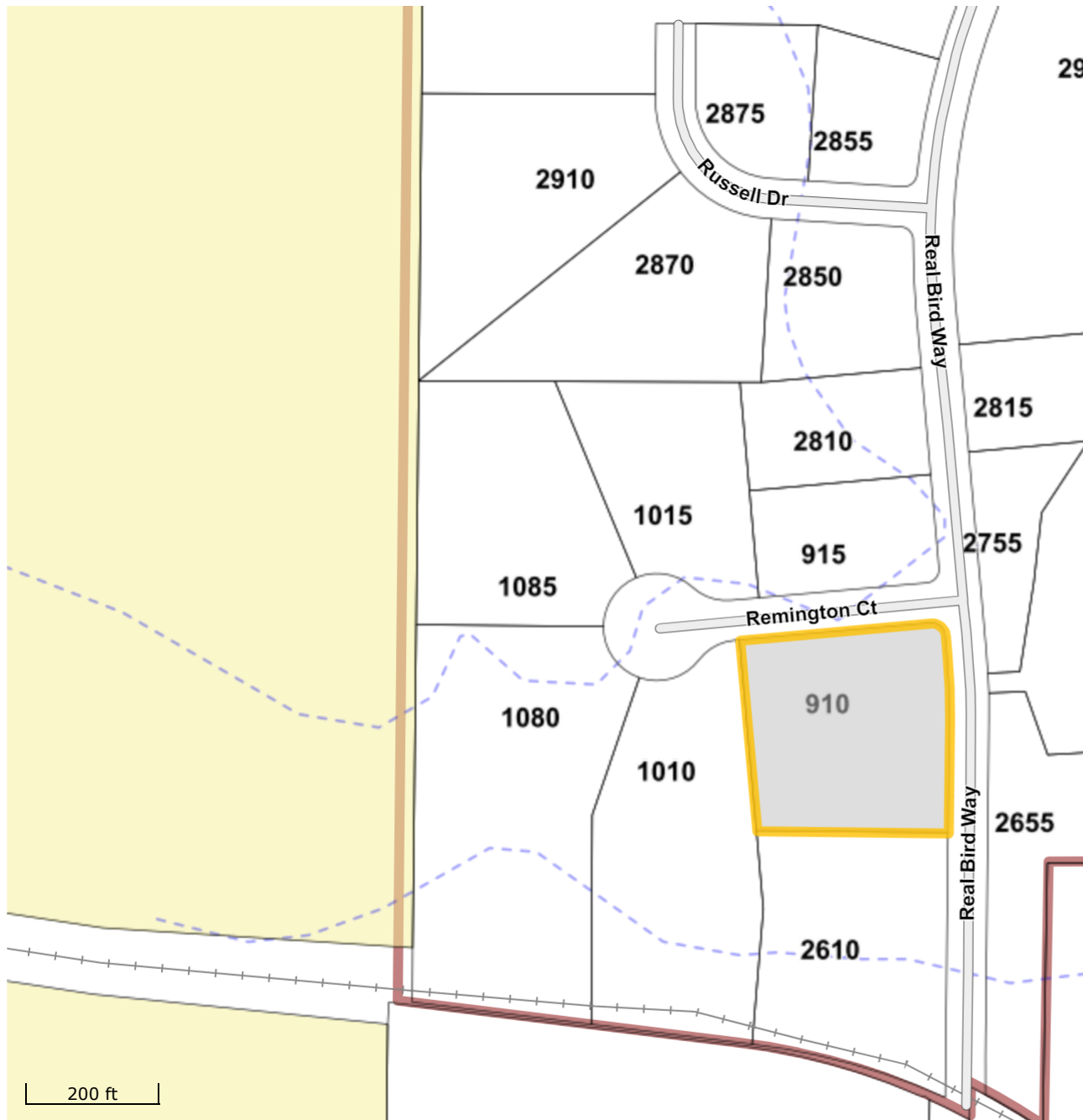
REV	DESCRIPTION	BY	DATE

WRENCH RANCH PROPERTIES MASTER PLAN - PHASE 1 MIXED USED PRINCIPLES, GUIDELINES & STANDARDS SHERIDAN, WYOMING

PREPARED FOR:
JOHN E. RICE & SONS, INC.
247 BUCKINGHAM ROAD
SHERIDAN, WY 82801

CENTENNIAL
COLLABORATIVE
ARCHITECTS-ENGINEERS-SURVEYORS
277 North Main Street, Suite 200, Sheridan, WY 82801 (307) 674-1141
400 South Main Street, Suite 200, Sheridan, WY 82801 (307) 674-1141

DATE: 9/16/09
PROJECT NO.: 509053
DRAWN BY: JLM
CHECKED BY: JLS
SCALE: 1/8"=1'-0"
SHEET NO.: LU-3
NOTE: N/A



1 Parcel [Zoom to parcel](#)

- Parcel: 56841532100425
- Account: R0028644
- [Property Detail](#)
- Tax ID: 0000032531 [Property Taxes](#)
- Subdiv: W-64
- Lot: 1
- Name: PHOENIX LIMITED PARTNERSHIP, THE
- Mail Addr: PO BOX 5086
- Mail Addr: SHERIDAN, WY 82801-1386
- St Addr: 910 REMINGTON CT
- Deed: WD , 03/03/2023
- Reception No: 2023-784319
- Location: WRENCH RANCH HILLS PHASE 1 BLOCK 2 LOT 1 (TOTAL ACRES = 2.07) ... [\(more\)](#)
- Type: Com Vacant Land
- Acres: 2.0700 acres

Lat / Lon N: 44.82620°, W: 106.97055°
NAD83 UTM Zone 13 X: 344222,
Y: 4965533
NAD83 Wyoming East Central USft
N: 1904903, E: 1406457

June 22, 2023

City of Sheridan
Attn: Mr. Hans Mercer, City Engineer
55 Grinnell Plaza
Sheridan, WY 82801

Re: John E. Rice & Sons, Inc. support Phoenix Ltd. Partnership/Wendtland request for administrative variance of Wrench Ranch Masterplan I – LU-5 exterior building requirement.

Dear Mr. Mercer:

On behalf of John E. Rice & Sons, Inc., I am providing this letter to express our support for the pending request of the Phoenix Ltd. Partnership and Taylor Wendtland to vary the LU-5 exterior building material requirements for Phoenix's Remington Court lot. After reviewing Mr. Wendtland's proposal, John E. Rice & Sons, Inc. would support construction of the proposed CNC job shop building in that specific L-1 zone of the Wrench Ranch Masterplan I area using the Cleary design set out in the enclosed diagrams and textured steel color sheet in the following colors:

Exterior Walls - PLP Prime AZ50 coating with Mineral color
Wainscot - Novabrik with Charcoal color
Roof/Trim/Stripes on walls- PLP Prime AZ50 coating with Black color

We would consider this particular design for the proposed building of this relatively small size to be consistent with the intent for the way such buildings should look in this zone of that part of the Wrench Ranch development.

Thank you.

John E. Rice & Sons, Inc.


Title: V.P.

Enclosures



Basil



Roma



Sumatra



Choose CentralGuard for the best protection
and a lifetime warranty

Panel-Loc Plus

Prime AZ50 Texture

Color Selection Tool



SMP WITH TEXTURE



SHERWIN-WILLIAMS
Coil Coatings



Panel-Loc Plus™ - PRIME 29 ga.



Longer lead times may apply. Texture panels must be installed in the same direction. See directional arrows or stickers provided on your panels. Color variation between orders is normal and not cause for rejection. Colors on this chart are close representations of actual metal color, limited by printing and viewing conditions. Color matching is optimized for outdoor viewing.

CHRT_ClearyTEXTURE_221025

Linen



Suede



Sienna



Onyx



Mineral



Granite



Smokey Quartz



Cream

Upgrade to Texture for a new depth of color and added durability.

The granular finish of SMP with Texture combines a matte appearance with shimmering tones to provide a depth of color never before seen on traditional metal panels.

Plus, our Texture finish features the Central Guard® paint system, our specific combination of everything that goes into making the highest-quality metal panels. It is a guarantee that you have the best protection and a lifetime paint warranty.

Choose Texture for a look similar to traditional shingles with the benefits of a metal roof.

- Mimics the texture of shingles.
- Reduces glossiness and glare often associated with metal roofing.
- More scratch resistant.
- More slip resistant during installation.
- 29 ga. panels.
- 26 ga. matching trim.

PRIME-AZ50 CentralGuard

LONG LASTING FINISH

Paint Warranty	LIFETIME
Paint Thickness	1.0 mil
Fade Warranty	30-YEAR
Advanced Fade Protection	YES
Chalking	30-YEAR

RUST BLOCKING

Advanced Rust Blocking	YES
Perforation Warranty	20-YEAR
Substrate Thickness	1.53 mil
Substrate Coating	AZ50 Galvalume

DENT RESISTANCE

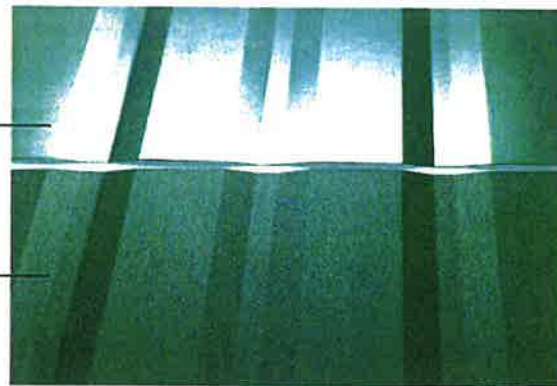
Advanced Dent Resistance	YES
Structural Grade Steel	100,000 PSI* NOMINAL
Steel Gauge	29 ga.

*Per ASTM 792 with industry tolerances.

Panel-Loc Plus features UL2218 approval for impact resistance and may qualify for a homeowners insurance discount. See your local insurance agent for qualifications.

Traditional SMP
Xanadu

SMP with Texture
Mineral



Notice how the light reflects off our traditional smooth finish creating a glare, but the Texture finish breaks up the light to give a deeper, richer color.



clearybuilding.com



built with pride before the  is applied

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