AGENDA
CITY OF SHERIDAN
APRIL 1, 2024
REGULAR COUNCIL MEETING START 7:00 P.M.

1. Call to Order

2. Pledge of Allegiance

3. Invocation to be given by Gary Dobney - Salvation Army

4. Roll Call of Members

5. Consideration of Agenda

6. Community Update

   A. Downtown Sheridan Association - Zoila Perry, Executive Director

   B. Second Chance Sheridan Cat Rescue - Rachel Kristiansen, Executive Director

   C. Child Abuse Awareness and Prevention Month Proclamation - Jennifer Rizer, on behalf of the Wyoming Children's Trust Fund

7. Staff Update

   A. Legislative Update - City Administrator Stuart McRae

   B. Presentation to recognize former City Councilmember Shawn Day - Mayor Richard Bridger

8. Comments from the Public

9. Public Hearings

   A. Public Hearing for the First Reading of Ordinance 2281 Changing the Time for Regular City Council Meetings - City Clerk Cecilia Good

      i. Consideration of the First Reading of Ordinance 2281 Changing the Time for Regular City Council Meetings - City Clerk Cecilia Good

B. Public Hearing for PL-23-50, Resolution 11-24, The Villages Master Plan - Public Works Director Hanns Mercer

i. Consideration of PL-23-50, Resolution 11-24, The Villages Master Plan

C. Public Hearing for PL-24-4, Resolution 12-24, Vacate 1,425 sq. ft. and Replat 2 Lots into 1 Located at 790-890 Crooks St. - Public Works Director Hanns Mercer

i. Consideration of PL-24-4, Resolution 12-24, Vacate 1,425 sq. ft. and Replat 2 Lots into 1 Located at 790-890 Crooks St.

10. Consent Agenda

A. Appointment of Debra Dudrey to the Fire Department Civil Service Commission to fill the remainder of Mark Chapa's term, expiring December 31, 2026.

B. Appointment of Aaron Linden to Audit & Employee Relations Committees to fill the remainder of Shawn Day's terms expiring, December 31, 2024.

C. Minutes of Regular Council Meeting March 18, 2024

D. Claims

OLD BUSINESS

11. Consideration of the Second Reading of Ordinance 2277 Updating the Process for Approving Amendments to PUD Master Plans - City Clerk Cecilia Good

12. Consideration of Second Reading of Ordinance 2275 Converting Responsibilities of Board of Appeals to the Board of Adjustment - City Clerk Cecilia Good

13. Consideration of Second Reading of Ordinance 2280 Government Initiated Annexations - Public Works Director Hanns Mercer

NEW BUSINESS

14. Consideration of Moxey-Schreiber Sewer Resolution - City Attorney Brad Thimmesch

15. Consideration of Goose Creek Transit Fuel Contract - City Administrator Stuart McRae and City Attorney Brad Thimmesch

16. Council Comments and Requests for Future Agenda Items

17. Adjournment

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

Executive

MEMORANDUM

RE: Child Abuse Awareness and Prevention Month Proclamation - Jennifer Rizer, on behalf of the Wyoming Children's Trust Fund

From: Jennifer Rizer, Executive Assistant

To: City Council

CC: City Administrator Stuart McRae

Date: 04/01/2024

Recommendation:

See the attached Proclamation.

Attachments

Child Abuse Awareness and Prevention Month Proclamation

CITY OF Sheridan
WYOMING

PROCLAMATION
Child Abuse Awareness and Prevention Month

WHEREAS, Children are our future. No child should suffer abuse or neglect; and

WHEREAS, victims of child abuse and neglect are known to be at higher risk for experiencing post-traumatic stress disorder, depression, low academic achievement, drug use, juvenile delinquency, teenage pregnancy, and adult criminality. Every child is precious and deserves to grow up in a healthy, safe, nurturing environment free from harmful effects of abuse or neglect; and

WHEREAS, an estimated 800 children in Wyoming are victims of abuse and neglect each year; and

WHEREAS, effective child abuse intervention and community prevention programs succeed because of partnerships created among community members, social services, law enforcement agencies, schools, churches, businesses, civic organizations; and

WHEREAS, each April, Child Advocacy Centers of Wyoming, The Children's Trust Fund Board, Prevent Child Abuse Wyoming, Wyoming Citizen Review Panel, The Wyoming Department of Family Services, The Wyoming Office of Attorney General-Divison of Victim Services, the Wyoming GAL program, the City of Sheridan, Wyoming and other partners join together in an effort to prevent abuse and neglect through outreach, education, and intervention.

NOW, THEREFORE, BE IT RESOLVED, the City of Sheridan, Wyoming, hereby recognizes and proclaims the month of April 2024 as Child Abuse Awareness and Prevention Month.



IN WITNESS WHEREOF, I, Richard Bridger, Mayor of the City of Sheridan, Wyoming, have hereunto set my hand and seal of the City of Sheridan to be affixed this 1st day of April 2024.

Richard Bridger, Mayor
City of Sheridan, WY

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

Clerk

MEMORANDUM

RE: Public Hearing for the First Reading of Ordinance 2281 Changing the Time for Regular City Council Meetings - City Clerk Cecilia Good

From: Cecilia Good, City Clerk

To: City Council

CC: Stuart J. McRae

Date: 04/01/2024

Discussion:

See attached Draft Ordinance.

Attachments

Ordinance

CITY OF SHERIDAN
ORDINANCE 2281

CHANGING THE TIME FOR REGULAR CITY COUNCIL MEETINGS

WHEREAS, the City Governing Body wishes to change the time of Regular City Council Meetings from 7:00 PM to 5:30 PM.

NOW THEREFORE, be it ordained by the Governing Body of the City of Sheridan, in the State of Wyoming, as follows:

SECTION 1: AMENDMENT "2-2 Meetings" of the Sheridan Municipal Code is hereby *amended* as follows:

2-2 Meetings

The governing body shall hold regular meetings in City Hall council chambers at 5:307:00 P.M. on the first and third Mondays of each month and at 5:30 P.M. on the second and fourth Mondays of each month; provided that, meetings that fall on a Monday holiday shall be held on the following day. Special and emergency meetings shall be called in accordance with the Wyoming Public Meetings Act (W.S. sections 16-4-401 through 16-4-408) by the mayor or by a majority of the councilmembers. Regular meetings may be cancelled by the mayor.

(Ord. No. 2219, § 2, 3-15-21.)

SECTION 2: EFFECTIVE DATE This Ordinance shall be in full force and effect from May 6, 2024 and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHERIDAN GOVERNING BODY MAY 6, 2024.

Presiding Officer

Richard Bridger, Mayor, City of Sheridan

Attest

Cecilia Good, City Clerk, City of Sheridan

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

RE: Public Hearing for PL-23-50, Resolution 11-24, The Villages Master Plan - Public Works Director Hanns Mercer

From: Hanns Mercer, Public Works Director

To: City Council

CC:

Date: 03/12/2024

Recommendation:

Staff received a positive recommendation from the Planning Commission on PL-23-50, a master plan application submitted by Tad Rosenlund, PELS, Civil Engineer & Land Surveyor for DOWL (the "Applicant"), on behalf of the property owner, StoneMill Properties, LLC (the "Owner" or "Developer") to amend The Villages Master Plan – Phase Two. The external boundaries of Phase Two coincide with The Villages – Phase 1 Minor Subdivision Final Plat. The total area for the Master Plan Phase Two is 137 acres. Zoned Gateway Master Plan District. Located at 1280 Dovetail Ln. (PIN 56840440000300).

Background:

The Applicant is requesting approval of an amended Master Plan. The revised Master Plan provides a greater level of specificity for future land uses in the vicinity of the proposed minor subdivision, describing the areas of the subdivision to eventually be further subdivided for residential, commercial, mixed-use, and open space land uses.

The intent of this Master Plan is "to provide a long-range plan that will encourage carefully planned and orchestrated development of high quality". The combined uses of the Master Plan will complement adjacent land uses and promote development continuity for adjacent undeveloped parcels, including the other Villages Master Plan phases. **Development Agreement**
An agreement between the City of Sheridan and the Owner has been created to ensure that certain subdivision requirements are fulfilled before prior subdivision or development on the created tracts. The original parcels are included in the Wrench Ranch Phase Two Master Plan, and the Villages – Phase 1 is subject to the Master Plan agreements. An amended Master Plan has been submitted for approval in conjunction with this minor subdivision, and the Villages – Phase 1 will remain subject to said Master Plan.

Public improvements provided by the Developer for the subdivision shall include site grading and drainage improvements as necessary for the construction of a new access to Tracts 4 and 5. Access to Tracts 4 and 5 off Decker Road is pending approval from WYDOT (Decker Road is a WYDOT-maintained highway). The access easement created for Tracts 4 and 5 will be amended to facilitate creation of a 39' wide city street in a 66' right-of-way providing access to the PUD Tracts 4 and 5 from Decker Road during a future subdivision development phase. The Developer will also provide financial assurances for public improvements, including a 10% contingency fee.

Sidewalks installed in the subdivision will conceptually follow the sidewalk and pathway network outlined in the Wrench Ranch Phase Two Master Plan. Sheridan Subdivision Regulations require installation of sidewalks;

however, because this subdivision is not intended to facilitate land development yet, the Developer will be permitted to delay such projects until development requiring a Certificate of Occupancy is proposed.

The Development Agreement will be signed and recorded in conjunction with the Master Plan final approval.

Proposed Lot Uses
The Wrench Ranch Phase Two Master Plan designates areas for different development styles. Residential development will be located to the north (near the proposed new school site and Double Day Sports Complex), commercial development will be to the south, and mixed-use and open spaces will form a barrier in the middle of the Phase Two Master Plan area. These land uses will not be developed until subsequent subdivision activities occur.

The table below describes the proposed development types and associated acreage estimations:

Development Type	Size (acres)
Residential	37.0
Mixed Use	30.0
Commercial	57.8
Open Space/City Park	12.2

Roadways
Tracts 4 and 5 of the Villages Phase 1 Minor Subdivision utilize a shared access off Decker Road until further subdivision occurs. The Master Plan proposes establishment of city streets in the minor subdivision area. Streets will range in width from 36’ to 39’, and rights-of-way will range from 60’ to 66’ in width. Where possible, roads in the Master Plan area will be extensions of dead-end roads in adjacent existing subdivisions. **Easements**
The shared access that will serve Tracts 4 and 5 is a 66’ wide access and utility easement. This easement extends 60’ west from the edge of the Decker Road right-of-way. Additionally, 15’ wide utility easements are designated along the south boundary line of Tract 4 and the north boundary line of Tract 5. Unlike the access easement, these utility easements are not designated for removal during a future replat process.

A pre-existing 45’ waterline easement will remain in its originally designated location. Additional subdivision activities following the objectives of the Master Plan may include additional easements as necessary.

Pedestrian Access
Sidewalks installed in the subdivision will conceptually follow the sidewalk and pathway network outlined in the Master Plan. Sheridan Subdivision Regulations require installation of sidewalks; however, because this subdivision is not intended to facilitate land development yet, the Developer will be permitted to belay such projects until development requiring a Certificate of Occupancy is proposed.

At present, sidewalks are installed along Decker Road from the I-90 interchange to a point midway across Tract 5’s shared border with the Decker Road right-of-way.

Sewer Improvements
No sewer improvements are proposed at this time. Future development proposals will be required to install sewer improvements.

Open Space and Landscaping
The Master Plan includes several recommendations for placement of public open spaces and parks in the area. The Villages Master Plan shows open space for Phase Two to exist primarily on an east-west strip between the proposed Mixed-Use and Residential areas.

Developments in the Sheridan Gateway District - a zoning designation intended to facilitate creation of mixed-use areas that preserve character, natural space, and scenic vistas - can only be submitted after a development Master Plan has been submitted to the Sheridan Planning Division for review. Appendix A, §9C.B includes several requirements for designated Open Space in the Gateway District, with which the Applicant’s amended Master Plan is compliant.

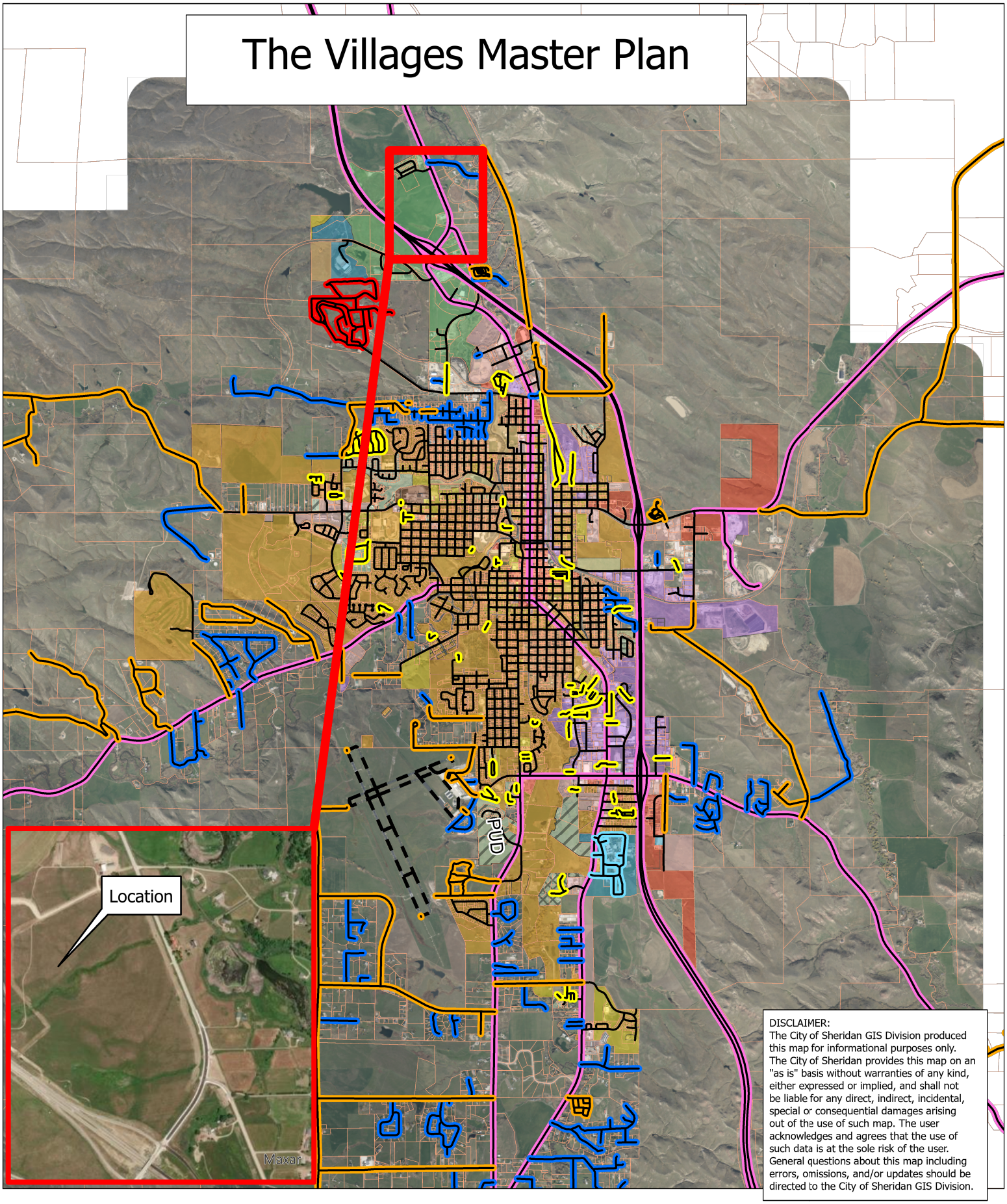
The City will construct the pathways in the dedicated park per the Master Plan.

Public Comments
Staff have received no comments or inquiries on this application.

Attachments

Aerial
Master Plan
Resolution 11-24

The Villages Master Plan



DISCLAIMER:
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CITY OF Sheridan WYOMING

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THE VILLAGES MASTER PLAN REPORT

The Villages Master Plan
5028.28016.01

Prepared for:

StoneMill Properties LLC
1150 Dovetail Lane
Sheridan, WY 82801

StoneMill

Prepared by:

DOWL

1833 S. Sheridan Ave
Sheridan, WY 82801

March 2024

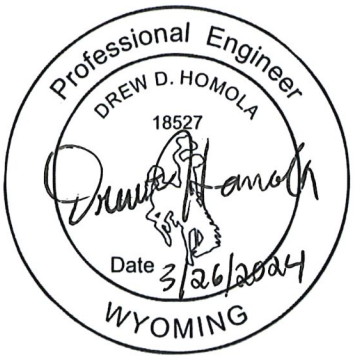


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1.0 INTRODUCTION

The purpose of developing a comprehensive master plan for the Villages area is to create a framework that strategically guides and shapes the way Sheridan develops into the subject area in a cohesive and sustainable way. We feel that the recommendations of this master plan balance the needs and interests of the community members, the City, and the developers, to create a vibrant extension of our community that enhances the quality of life for all of us.

StoneMill Properties is planning on subdividing and developing a 137.0-acre tract, in the City of Sheridan. Prior to development, StoneMill wanted to do a master plan of the area. The total area for this master plan is 137.0 acres.

1.1 Master Plan Goals

A. Long Range Planning

The intent of this Master Plan is to provide a long-range plan that will encourage carefully planned and orchestrated development of high quality. The goal is to have a cohesive plan for the various types of development.

B. Balance of Uses

This Master Plan is to provide a mix of integrated uses that provide a balance of residential, commercial, retail, office, mixed use, open space, and parks.

C. Gateway/Entry to Sheridan

This Master Plan is to provide an organized, understood, visually coherent development that will function as an identifiable and gracious North entry to Sheridan.

D. Understandable District of Sheridan

This Master Plan is intended to provide an understandable and distinct residential, commercial, and mixed use areas within Sheridan.

E. Continuity

This Master Plan is to provide for continuous and uninterrupted extension to the North Main corridor, and Sheridan's parks, open space, and trails systems.

1.2 Purpose and Intent

This Master Plan contains information that is necessary for the planning of development within The Villages area. The purpose of this Master Plan is to provide in one location all the Principles, Guidelines, Standards, and Regulations to be used in preparing a development proposal in the The Villages.

1.3 Relationship to the Wrench Ranch 2 Master Plan.

The Wrench Ranch Properties Master Plan – Phase Two, also referred to as The Wrench Ranch 2 Master Plan, was approved by the City in July of 2015. This master plan was conducted by Wood Group PSN – Northern Business Unit of Sheridan, WY. The client for this master plan was John E. Rice & Sons, Inc DBA Wrench Ranch.

This master plan was conducted to provide a general plan for the development of this area. This master plan assisted the design and construction of utilities in this area that were built under the North End Utilities project by the City of Sheridan.

The Villages Master Plan is a revision of the Wrench Ranch 2 Master Plan that pertains to only The Villages area, further described in Section 3.0. The requirements set forth in The Villages Master Plan shall take precedence over the Wrench Ranch 2 Master Plan for this area as this is a more detailed and in-depth report.

The Wrench Ranch 2 Master Plan was broken out into four parcels. The Villages Master Plan is an in-depth master plan for a portion of Parcel 1 of the Wrench Ranch 2 Master Plan.

Majority of the principles, guidelines, and standards set forth in Wrench Ranch 2 Master Plan remain in The Villages Master Plan.

Some changes have been made from the Wrench Ranch 2 Master Plan Phase 2. These are the major changes:

- **Section 6.1 General**
  - **1. General Master Plan Criteria, d. Open Space**
    Modified this section to reference the new Section 11.0 Open Space, Parks, and Pathways.
  - **2. Notes and Provisions, g**
    Modified this section to clarify the responsibility of the developers for design and construction of infrastructure to follow this master plan.
  - **Table 6.1 Parking Requirements**
    Changed the Residential Multi-Family Parking Requirements from 1.0 spaces per dwelling unit, to 0.75 spaces per dwelling unit, to match the *City of Sheridan Municipal Code* multi-family parking requirements.
  - **2. Notes and Provisions, m. Procedures for Design Review**
    The below portion was removed.

    > "All new development and redevelopment that meets the criteria for Substantial Improvement per City of Sheridan Zoning Ordinance shall be required to submit site plan and detailed façade drawings. Requests for building and site review shall be reviewed and approved by the Building Department of the City of Sheridan prior to building permit approval for any such project."

    Added a note below this section:

    > Note: Variances to this master plan need to go before the Governing Body and variances to the Entryway Corridor need to go before the Planning Commission.

- **Section 6.2 Residential**
  - **C. Accessory Uses**
    Added this section to define and clarify "Accessory Uses" and "Accessory Dwelling Units", and their associated requirements.
  - **Table 6.3 Residential Permitted Accessory Uses**
    Added this table to allow and define what Accessory Uses are permitted in the Residential Areas.
  - **Table 6.4 Residential Setback and Height Standards**
    Modified this table to clarify the setbacks for single family attached and multifamily shared "Party Walls".
  - **F. Site Planning Guidelines and Definitions, 4. Affordable Housing, c. Uses allowed by right, iii.**
    Changed the maximum gross density from 8 units per acre to 10 units per acre.
  - **F. Site Planning Guidelines and Definitions, 5. Multi-Family Housing, c. Uses allowed by right, ii.**
    Changed the maximum gross density from 20 units per acre to 25 units per acre.

- **F. Site Planning Guidelines and Definitions, 5. Multi-Family Housing, c. Parking**
  Modified the parking requirements for Multi-Family to match those of Educational. WR2 master plan had these requirements the same as single family residential.

- **Section 6.3 Mixed Use**
  - **Table 6.5 Mixed Use Permitted Uses**
    Added "Single-Family Residential" and "RV Park" to the "P" permitted uses. Changed "Two, three, and four family dwellings" to "Multi-Family Residential".
  - **6.6 Mixed Use, C. Recreational Vehicle Park Uses**
    Added this section to include requirements for Recreational Vehicle (RV) Park Uses.
  - **6.6 Mixed Use, D. Accessory Uses**
    Modified this section to include definitions and requirements for "Accessory Structures" and "Accessory Dwelling Units".
  - **Table 6.6 Mixed Use Permitted Accessory Uses**
    Changed the "Incidental household storage buildings" from "X" not permitted, to "P" permitted.

    Storage sheds should be allowed in the Mixed Use areas due to the permitted residential uses. This should not be more stringent than the Residential requirements.

    Added "Animal Boarding" to the "X", not permitted uses.
  - **Table 6.4 Mixed Use Setbacks and Height Standards**
    Modified this table to clarify the setbacks for shared "Party Walls" and for Residential Uses within the Mixed Use areas.

- **Section 6.4 Commercial**
  - **J. Architectural Guidelines, 2. Roof Caps, 2, vi.**
    Changed the length requirement of this statement, from 50 feet to 100 feet:

    "Avoid continuous roof planes. Pitched roof planes exceeding 50 linear feet should incorporate articulated roof elements that include the following:…"

    This length of 50 feet is too small and this causes unnecessary, costly, and atypical changes to smaller buildings. Under this master plan this was changed to 100 feet.
  - **J. Architectural Guidelines, 5. Building Materials, d., I.**
    Changed the percentage of allowable metal use from 15% to 75%:

    With the development of more decorative metal options, this value should be increased to 75%. The intent is to not have large, unappealing metal buildings but increasing this to 75% metal would allow more options for economical building design and construction and with decorative metal options, architectural appeal can still be obtained.
  - **Table 6.10 Commercial Setback and Height Standards**
    Modified this table to clarify the setbacks for shared "Party Walls"

- **Section 7.0 through 10.0**
  With the in-depth look at The Villages a Utilities Design Report, Drainage Report, and Traffic Report were developed. These sections were added to this master plan. These sections and reports provide the necessary requirements for the infrastructure and access needed for The Villages. The associated reports are included in the appendix.
- **Section 11.0 Open Space, Parks, and Pathways**
  Section 11.0 was added. The open space requirements have been studied in detail and requirements have been set for various areas within The Villages. This is detailed in Section 11.1. Section 11.2 discusses the City Park. Section 11.3 discusses the pathways. Park and pathway conceptual plans are included.

1.4 Relationship to the City of Sheridan Municipal Code

The requirements of The Villages Master Plan contain most of the information needed for development within the master plan area.

The Villages Master Plan Guidelines, Standards and Regulations comply specifically with the City of Sheridan Gateway Ordinance contained within the City of Sheridan Municipal Code. However, topic areas not specifically covered here are governed by the equivalent provisions contained within the City of Sheridan Municipal Code.

The provisions of this Document, when in conflict, shall take precedence over all other codes, ordinances, regulations, and standards except as specifically noted within this Document. The City of Sheridan Municipal Code continues to be applicable only to issues not contained herein.

1.5 Future Approvals

Future site or development plans will be governed by this master plan, and the standards of the Sheridan Municipal Code in effect at the time of the approval of this master plan. The Villages Master Plan will be exempt from future modifications to the City of Sheridan Municipal Code.

1.6 Terms and Definitions

Terms used throughout this document shall take their commonly accepted meanings and as herein defined. In the event of conflicts between these definitions and those of the *City of Sheridan Municipal Code,* the Terms and Definitions of this Document shall take precedence.

1.7 Height and Bulk Standards

All buildings constructed within this Master Plan will be subject to the specific height and bulk standards set forth in this Master Plan.

1.8 Location

The Villages is located in Section 9 and Section 10, of Township 56 North, Range 84 West of the 6th P.M. in Sheridan County, Wyoming. The development is located between interstate I-90 and Highway 338 (on the north end of Sheridan within the city limits) and is undeveloped. Figure 1.1 shows the location of The Villages area. The parcels in the new development will be a mix of residential, commercial, and mixed use areas.

1.9 Existing Land Use

The master plan area identified in Section 3.0 has most recently been used for agriculture. This area was previously irrigated by a center pivot which has since been removed.



The Villages Location

The Villages Master Plan

DOWL

October 25, 2023

Figure 1.1

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2.0 APPROVAL

The following signatures and stamps serve as record that The Villages Master Plan, a revision of the Wrench Ranch Phase II Master Plan has been reviewed and approved:

StoneMill Properties LLC Approval

Reviewed by StoneMill Properties this _____ day of _____, 2024, by:

_____
Attest: Owner

Planning Commission Approval

Reviewed by the City of Sheridan Planning Commission this _____ day of _____, 2024, by:

_____ _____
Attest: Vice-Chairman Chairman

City Council Approval

Reviewed by the City Council of the City of Sheridan this _____ day of _____, 2024, by:

_____ _____
Attest: City Clerk Mayor

Director of Public Works Approval

This Master Plan has been proposed in accordance with the requirements and procedures outlined in the subdivision regulations of the City of Sheridan and Certified this _____ day of _____, 2024, by:

_____
Director of Public Works, City of Sheridan

3.0 BOUNDARY, PLATS, AND LEGAL DESCRIPTION

The boundary of The Villages Master Plan is shown in Figure 3.1. This boundary was based on the larger parcel being developed with modifications to the boundary adjoining the Sheridan County School District 2 parcel. This revised school parcel, designated as “Tract 2”, under the recent subdivision, *The Villages Phase I Minor Subdivision*, is excluded from this Master Plan.

3.1 The Villages Phase I Minor Subdivision

The Villages Phase I Minor Subdivision is to be completed prior to this master plan approval. This minor subdivision will adjust the parcel of land owned by School District 2 and split off three parcels to be sold in the near future, Tract 3, Tract 4, and Tract 5. These three parcels will have to adhere to The Villages Master Plan requirements. The final plat is included in the appendix.

3.2 Legal Description

A portion of the Tract of land described in the warranty deed recorded as Document #2022-777448 in the Sheridan County Clerk’s office, LOCATED IN A PART OF THE NE1/4 AND THE N1/2SE1/4, SECTION 9 AND A PART OF THE W1/2NW1/4 AND THE NW1/4SWI /4, SECTION 10, TOWNSHIP 56 NORTH, RANGE 84 WEST, SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, and being more particularly described as follows:

Commencing at the northeast corner of Section 9; then S 12°28'59" E, 329.96 feet, to a point on the west Right-of-Way line of State Highway 338 (AKA Decker Road) and the south Right of Way line of Dovetail Lane, the True Point of Beginning;

Thence along said west Right of Way, S 22°22'10" E, 1798.69 feet; thence S 67°38’05" W, 35.01 feet; thence S 22°22'02" E, 247.69 feet to the northeast corner of Lot 1, Wrench Ranch Properties Third Development, Phase One; thence leaving said Right of Way along the north line of said Lot 1, S 73°59’33" W, 528.28 feet, to the northwest corner of said Lot 1; thence along the west line said Lot 1 through a non-tangent curve to the right, having an arc length of 546.00 feet, a radius of 600.00 feet, a chord bearing of S 03°42'03" W, and a chord length of 527.35 feet; thence along the west line of Lot 2 of said subdivision, S 29°46'09” W, 686.75 feet, to a point on the east Right Of Way of Interstate 90; thence along said Right of Way, S 17°35'40" W, 29.97 feet; thence N 72°23'12” W, 317.23 feet; thence continuing along said east Right of Way, through a curve to the right having an arc length of 668.94 feet, a radius of 2400.00 feet, a chord bearing of N 64°24'06" W, and a chord length of 666.77 feet; thence N 53°43'25" W, 938.67 feet; thence through a curve to the right having an arc length of 919.04 feet, a radius of 5549.58 feet, a chord bearing of N 48°58'45" W, and a chord length of 917.99 feet; thence leaving said Right of Way, N 46°57'09" E, 639.11 feet along the south boundary line of the City of Sheridan’s Doubleday Sports Complex; thence North 1007.12 feet along said Sports Complex east boundary line; thence N 89°25'35" E, 383.38 feet; thence through a curve to the right having an arc length of 156.24 feet, a radius of 140.00 feet, a chord bearing of S 58°36'08" E, and a chord length of 148.26 feet; thence S 26°37'51 " E, 97.62 feet; thence through a curve turning to the right having an arc length of 47.12 feet, a radius of 30.00 feet, a chord bearing of S 18°22'09" W, and a chord length of 42.43 feet; thence S 26°37'51" East, 60.00 feet, to a point on the south Right of Way of Dovetail Lane; thence along said Right of Way, N 63°25'53" E, 150.00 feet, to the northwest comer of a Tract of land belonging to Sheridan County School District Number Two; thence along the west line of said School District Tract S 26°37'51" E, 830.73 feet; thence along the south Line of Said School District Tract, N 63°22'09" E, 524.36 feet; thence N 26°37'51" E, 830.73 feet to a point on the south Right of Way of Dovetail Lane; thence along said Right of Way, N 63°22'05" E, 212.91 feet; thence through a curve turning to the right having an arc length of 177.40 feet, a radius of 250.00 feet, a chord bearing of N 83°34'52" W, and a chord length of 173.71 feet; thence S 76°02'08" E, 117.09 feet; thence S 13°57'52" E, 5.00 feet; thence through a curve turning to the left having an arc length of 207.36 feet, a radius of 315.00 feet, a chord bearing of N 86°29’26" E, and a chord length of 203.64 feet; thence N 67°37'56" E, 197.56 feet, more or less, to the Point Of Beginning.

Containing 137.00 acres, more or less.

THE VILLAGES MASTER PLAN BOUNDARY

LOCATED IN THE E½ OF SECTION 9 AND THE W½ OF SECTION 10, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH PRINCIPLE MERIDIAN. CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING

S 89°18'07" W
5356.34

RIVERSTONE PARK SUBDIVISION
BK:R PG:18

CITY OF SHERIDAN
BK:563 PG:35

Δ=35°11'54"
R=5549.58'
AL=3409.25'
CB=S26°38'08"E
CL=3355.89'

N89°25'35"E
383.38'

Δ=63°56'34"
R=140.00'
AL=156.24'
CB=S58°36'08"E
CL=148.26'

S26°37'51"E
97.62'

Δ=90°00'00"
R=30.00'
AL=47.12'
CB=S18°22'09"W
CL=42.43'

S26°37'51"E
60.00'

N00°00'00"E
1007.12'

N46°57'09"E
639.11'

Δ=9°29'18"
R=5549.58'
AL=919.04'
CB=N48°58'45"W
CL=917.99'

Δ=40°39'30"
R=250.00'
AL=177.40'
CB=N83°34'52"E
CL=173.71'

N67°37'56"E
197.56'

S13°57'52"W
5.00'

S12°28'59"E
329.96'

POINT OF BEGINNING
MASTER PLAN BOUNDARY

N63°22'05"E
212.91'

S76°02'08"E
117.09'

Δ=37°43'01"
R=315.00'
AL=207.36'
CB=N86°29'26"E
CL=203.64'

Dovetail Lane
60' ROW
65' ROW

TRACT 1
TRACT 2
TRACT 3
TRACT 4
TRACT 5

N26°37'51"W
830.73'

S26°37'51"E
830.73'

N63°25'53"E
150.00'

N63°22'09"E
524.36'

S22°22'10"E
1798.69'

Existing 45 ft Waterline & Sewer Easement

30' Waterline Easement BK 574, PG. 540

Wyoming State Highway 336 (AKA Decker Road)

ACCESS AND UTILITY EASEMENT

UTILITY EASEMENTS

THE VILLAGES
137.00 Acres

S67°38'05"W
35.01'

S22°22'02"E
247.69'

S73°59'33"W
528.28'

Δ=52°08'20"
R=600.00'
AL=546.00'
CB=S3°42'03"W
CL=527.35'

LOT 1 WRENCH RANCH THIRD DEVELOPMENT PHASE ONE BOOK W, PAGE 72

LOT 2 WRENCH RANCH THIRD DEVELOPMENT PHASE ONE BOOK W, PAGE 72

66 Foot City Street Easement

S29°46'09"W
686.75'

S 00°18'56" E
5338.93

Δ=15°58'11"
R=2400.00'
AL=668.94'
CB=N64°24'06"E
CL=666.77'

N72°23'12"W
317.23'

S17°35'40"W
29.97'

N53°43'25"W
938.67'

WYDOT
I 90 Easement
BK 117, PG. 385

Interstate 90

W RESERVOIR

9

SENW NENW NWNE NENE SWNE SENE NESW NWSE NESE SWNW NWSW

PL

Professional Engineer & Land Surveyor
TAD R. ROSENLUND
15057
Date 10/25/23
WYOMING

N

200 0 200 400
SCALE IN FEET

REV	DATE	DESCRIPTION	BY
1	10/11/23	MASTER PLAN	DH

DOWL
WWW.DOWL.COM
1833 S. Sheridan Avenue
Sheridan, Wyoming 82801
307-672-9006

THE VILLAGES MASTER PLAN
SHERIDAN, WYOMING

MASTER PLAN BOUNDARY

PROJECT 5063.28016.01
DATE 10/11/2023

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SHEET
3.1

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4.0 ZONING

4.1 Gateway District

Gateway Districts purpose is:

> "To create a mixed-use district that constitutes a natural social and economic part of the community and encourages development that preserves community character, natural space, and scenic vistas of gateway areas by requiring adequate open space, context sensitive design, and appropriate land use. are subject to the design standards contained within the approved master plan for the property."
>
> - Sheridan Municipal Code, Appendix A Zoning, 9C GD Gateway District -

Gateway District zoned areas require a master plan, approved by the City. The Villages area currently resides in the Wrench Ranch 2 Master Plan. This master plan is a revision of the Wrench Ranch 2 Master Plan. Requirements set in The Villages Master Plan take precedence over the requirements set forth in the City of Sheridan Municipal Code, Appendix A Zoning, Section 9C GD Gateway District.

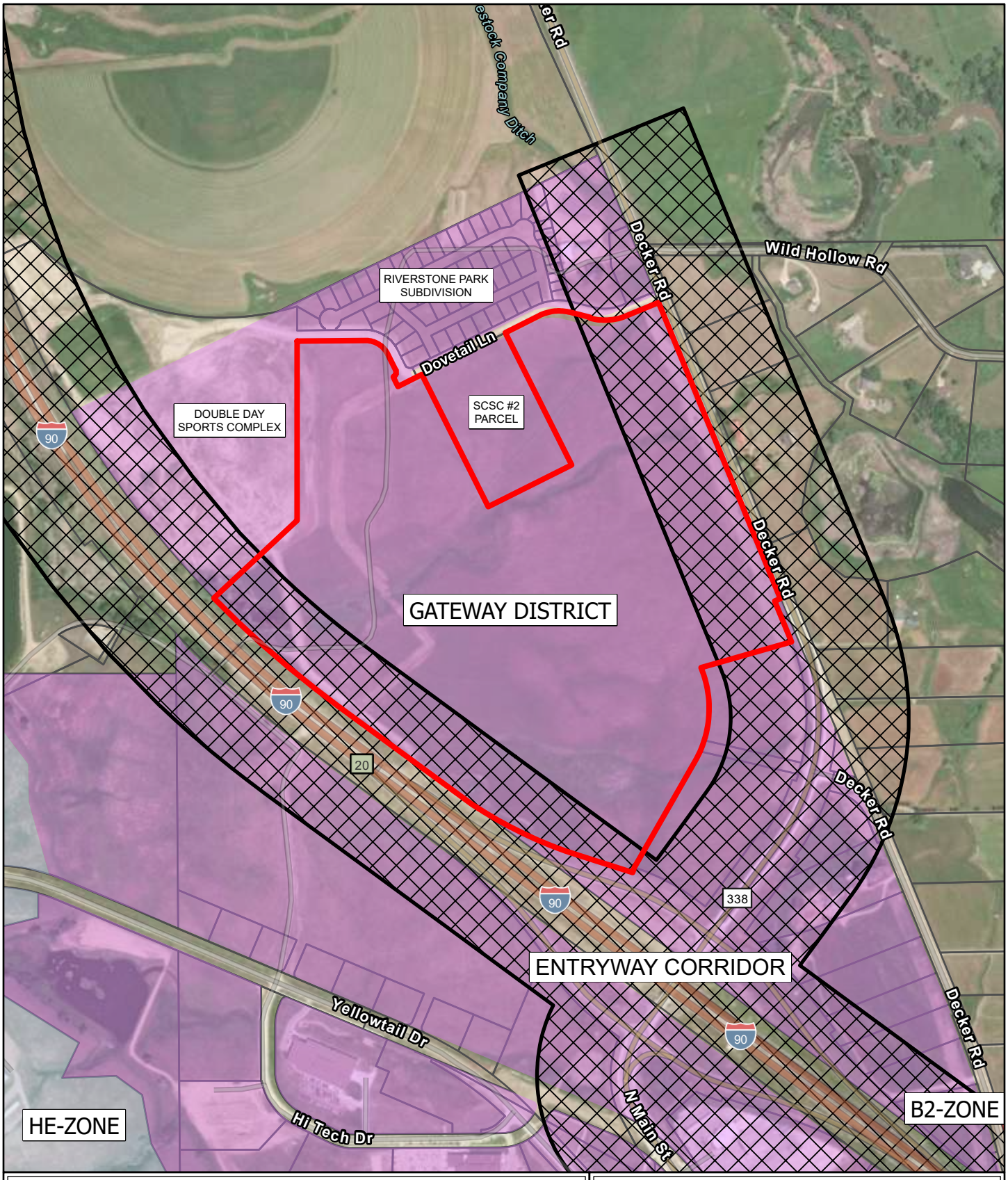
4.2 Entryway Corridor

The Entryway Corridor Design Standards and Guidelines were established in 2012. The purpose of these standards and guidelines are to:

1. Provide compatibility and consistency of site features and landscape in order to create discernible character and harmonious whole for the Entryway
2. Create a pleasant aesthetic environment for occupants, visitors, and motorists along I-90 with an overall character

The Entryway Corridor includes the portions of The Villages area alongside Highway 338 and Interstate I-90. Along Highway 338, the Entryway Corridor extends perpendicular from the centerline of the right-of-way 500 feet into The Villages area. Along Interstate I-90 the Entryway Corridor extends perpendicular from the centerline of the right-of-way 500 feet into The Villages area.

Development within The Villages area that is included in the Entryway Corridor shall meet the requirements of the Entryway Corridor. In any case where The Villages Master Plan is silent on a requirement, the requirement of the Entryway Corridor shall apply.



City of Sheridan Zoning

The Villages Master Plan

DOWL

October 25, 2023

Figure 4.1

K:\63\28016-01\60GIS\Carto\The Villages.aprx Oct 25, 2023 1:42 PM User: dhomola

5.0 FUTURE LAND USE AND CONCEPT PLAN

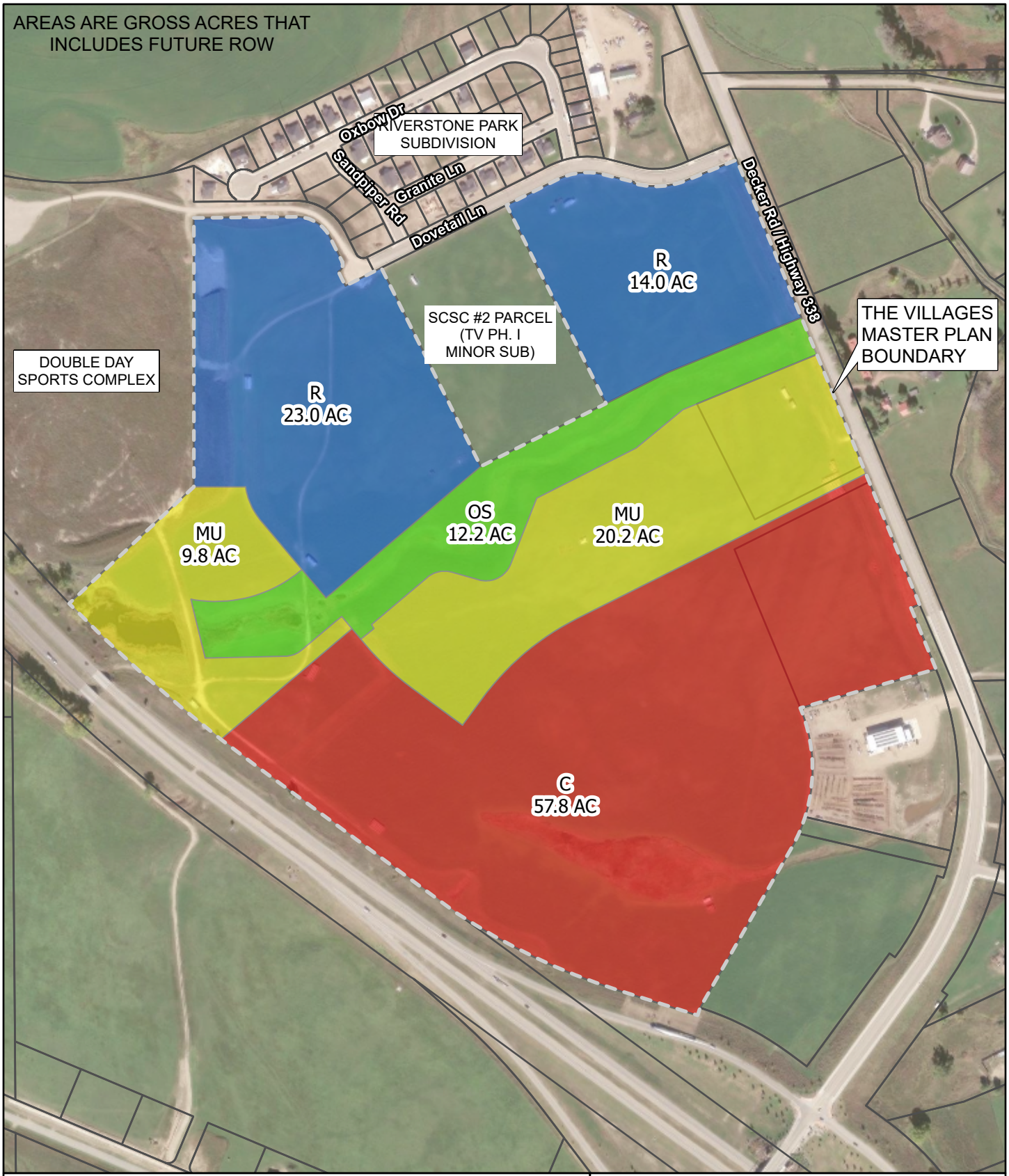
The designated land use areas developed in this master plan shall follow the gross acreage shown below:

- Residential – 37.0 acres
- Mixed Use – 30.0 acres
- Commercial – 57.8 acres
- Open Space – 12.2 acres

These acreages include future right-of-way. The actual developed acreages may differ.

The boundaries of the land uses are not defined as individual development of parcels or subdivisions may warrant slight changes to these property lines. The land uses are shown in Figure 5.1.

A conceptual plan of The Villages area was developed to provide an insight to how this area may develop. This conceptual plan provides a basis for the infrastructure needed to serve this area. This infrastructure includes some of the water system, sanitary sewer system, street network, and the drainage and storm systems. The conceptual layout shown in Figure 5.2 shows potential buildings, parking lots, landscaping, and internal streets, but these are strictly conceptual. The actual layouts will vary.



Future Land Use

The Villages Master Plan

DOWL

March 21, 2024

Figure 5.1

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POND
OXBOW DRIVE
RIVERSTONE PARK SUBDIVISION
SANDPIPER ROAD
GRANITE LANE
DOVETAIL LANE
HIGHWAY 338 (DECKER RD)
CITY STREET 36' STREET 60' ROW
FUTURE DOUBLE DAY SPORTS COMPLEX
CITY STREET 39' STREET 60' ROW
RESIDENTIAL
FUTURE SCSD 2 SCHOOL
RESIDENTIAL
MIXED USE
T.V. PH I MINOR SUB TRACT 4 5.0 AC
CITY PARK
CITY STREETS 36' STREET 60' ROW
CITY STREET 36' STREET 60' ROW
POND
MIXED USE
MIXED USE
MIXED USE
CITY STREET 39' STREET 60' ROW
CITY PARK
CITY STREET 36' STREET 60' ROW
T.V. PH I MINOR SUB. TRACT 5 8.8 AC
THE VILLAGES MASTER PLAN BOUNDARY
CITY STREET 39' STREET 66' ROW
MIXED USE
ROUNDABOUT
COMMERCIAL
CENTAUR CAPITAL LLC
COMMERCIAL
CITY STREET 39' STREET 66' ROW
POND
COCHRAN PROPERTIES LLC

LAND USE AREAS
- RESIDENTIAL (R)
- MIXED USE (MU)
- COMMERCIAL (C)
- CITY PARKS

REVISIONS

REV	DATE	DESCRIPTION	BY
1	03/13/24	MASTER PLAN	DH

DOWL
WWW.DOWL.COM
1833 S. Sheridan Avenue
Sheridan, Wyoming 82801
307-672-9006

THE VILLAGES MASTER PLAN
SHERIDAN, WYOMING

CONCEPT PLAN

PROJECT 5063.28016.01
DATE 03/13/2024

© DOWL, 2024

SHEET
Figure 5.2

C:\dowl_pw\d0407463\SC_MP_CP_28016.dwg PLOT DATE 2024-3-18 17:59 SAVED DATE 2024-03-18 15:54 USER: dhomola

6.0 PRINCIPLES, GUIDELINES, AND STANDARDS

6.1 General

1. General Master Plan Criteria

a. Allowed Uses

Each of the (3) defined planning areas shall include a list of permitted, conditional, limited and accessory uses unique to that planning area.

b. Defined Planning Areas

i. Residential – 37.0 acres

ii. Mixed Use – 30.0 acres

iii. Commercial – 57.8 acres

c. Density and Floor Area Rations (F.A.R.)

Each of the (3) defined planning areas shall include specific limitations on the number of dwelling units and/or building area. The dwelling unit and floor area limitations and definitions contained within this Master Plan take precedence over the City of Sheridan Municipal Code and all other codes, ordinances, regulations, and standards.

d. Open Space

The open space is further described in Section 11.0.

e. Setbacks

Each of the (3) defined planning areas shall include specific setback standards. The setbacks established as part of this Master Plan take precedence over all other codes, ordinances, regulations, and standards, including the Sheridan Municipal Code.

f. Limits on Lot Coverage

The Mixed Use Area includes specific residential lot coverage standards. The lot coverage standards established in this Master Plan take precedence over all other codes, ordinances, regulations, and standards, including the Sheridan Municipal Code.

g. Signs

All signs within The Villages shall comply with the City of Sheridan Municipal Code. Layout, dimensions, and materials shall be submitted for review as part of all future development applications.

h. Building Height - Building Height will be measured as follows:

i. Building height is measured from the average of finished grade at the center of all walls of the building to the top of the parapet or highest roof beam (whichever is higher) on a flat or shed roof, to the top of the parapet or deck level (whichever is higher) of a mansard roof, or the average distance between the highest ridge and its eave of a gable, hip, or gambrel roof.

ii. Structure height (not including buildings) is measured from the average of finished grade of each support of the structure to the highest point of the structure.

iii. Finished grade shall be consistent with an approved grading and drainage plan, as applicable and best management practices and shall be consistent and compatible with surrounding properties.

iv. All open spaces are accessible to the general public.

i. Dimensional Standards

Each of the (3) defined planning areas shall include specific dimensional standards. The dimensional standards contained within this Master Plan take precedence over all other codes, ordinances, regulations, and standards, including the City of Sheridan Municipal Code.

j. Design Standards

Each of the (3) defined planning areas shall include Design Guidelines and Standards. These take precedence over all other codes, ordinances, regulations, and standards including the City of Sheridan Municipal Code.

2. Notes and Provisions

a. Total acreage: 137.00 +/- acres

b. Existing Zoning: City of Sheridan Gateway District

c. Landscaping will meet or exceed the City of Sheridan Municipal Code Landscaping Standards. Final Landscape Design will be submitted for approval as part of a subdivision submittal or development approval process.

d. Landscape buffers and setbacks will be provided throughout the Master Plan and will be subject to review at the time of subdivision or development approval process.

e. Setbacks, screening, landscaping and berming will be used to buffer development.

f. North Main/Decker Road is Wyoming State Highway 338 and is under the jurisdiction of WYDOT and is anticipated to be developed in compliance with WYDOT standards.

g. The developer is responsible for providing the infrastructure design and construction in accordance with this master plan and the associated reports. With phased development, each phase shall build the required infrastructure up to the boundary of that specific phase or development. More specifically:

i. Water and Sanitary Sewer Systems – The water and sewer mains to be installed shall follow *The Villages Master Plan Utilities Design Report.* The main sizing and capacities shall not be reduced to accommodate a specific phase, development, or subdivision.

ii. Stormwater System – The stormwater system for The Villages includes storm pipe, storm manholes, storm inlets, detention ponds, and drainage swales. The stormwater system(s) within the streets/right of way, and downstream of the development shall be installed with each phase of development or subdivision.

iii. Dry utility conduit crossings, detached walks, and other surface features, including ditches for future development, shall be installed, or extended to the extents of the development with each phase.

h. Detention ponds shall be owned, maintained, and operated by the City of Sheridan.

i. Parking Requirements

i. Residential garage parking spaces shall count towards meeting the parking requirement.

ii. On-street parking that is directly adjacent to the lot frontage may be counted as part of the parking provision.

iii. Bicycle racks shall be provided.

iv. Mixed Use Shared Parking: The standard calculations for a Mixed Use development may be reduced by up to 15% with a Shared-Parking agreement approved by the City of Sheridan.

v. See Table 6.1 for requirements.

Table 6.1 Parking Requirements

Use	Spaces	Unit
Churches	1	Per five seats
Single Family	2	Per dwelling unit
Two Family	2	Per dwelling unit
Multi-family	0.75	Per dwelling unit
Medical Facilities including but not limited to: urgent care, Out-patient, medical and dental clinics	1	Per bed or 100 SF
Convalescent, nursing and other health homes and institutions, homes for aged, one additional space children's homes and welfare or correctional institutions	1	Per three beds, plus one additional space per employee
Bed and Breakfast	1	Per unit
Veterinary Clinic	1	Per 200 SF
Commercial	1	Per 100 SF
Colleges and Universities	1	Per 5 seats
Recreation Facilities	1	Per 250 SF
Private club	1	Per 10 members
Office and Institution	1	Per 350 SF
Restaurant or Bar	1	Per 2.5 seats
Banks, post office, business, and professional and government offices	1	Per 300 SF
Light Industrial	1	Per 750 SF
Hotel	1	Per bedroom
Retail	3.5	Per 1000 SF

j. Drainage will be conveyed to detention ponds throughout the Master Plan area through a combination of surface and underground facilities. Surface water will be detained and released at the historic rates per *City of Sheridan Storm Drainage Manual. 2016*. See *The Villages Drainage Report* in the appendix for more detail.

k. Final street names will be provided at the time of final plat.

l. All activity within the Master Plan shall meet applicable City noise standards for the appropriate planning area at the boundary of the Master Plan.

m. Procedures for Design Review:

    i. Project review shall undergo the review process described in City of Sheridan Ordinance, Appendix A 'Zoning', Section 15.

    ii. Documents to be reviewed must include the following: Site plan, Building Plans, Building Elevations, Landscape Plan, & Grading Plan.

    Note: Variances to this master plan need to go before the Governing Body and variances to the Entryway Corridor need to go before the Planning Commission.

n. Specific Trumps the General

    Tables of Permitted Principal Uses identify uses both specific and general. If a use is not specifically identified, then the more general listing of similar uses shall apply. However, if a use is specifically identified, that listing, not the general shall determine the appropriate zone for the use.

o. Accessory Uses Included

    All accessory uses, structures, and activities shall be subject to the general, dimensional, operational, and use-specific regulations stated in the Master Plan, except as otherwise expressly approved by the City for an accessory dwelling unit, no accessory structure or building shall include a dwelling unit.

6.2 Residential Land Use

A. Introduction

1. General Description

The Residential areas will serve the residential needs of The Villages and will serve as a residential hub for the north end of Sheridan. The area will include a mixture of vehicular and pedestrian and educational facilities. The area is intended to be able to be reached by pedestrians from the Mixed Use (MU) areas of the Master Plan as well as by vehicles from outside of The Villages area. The Residential Area is shown on Figure 6.1 and totals 37.0 acres.

B. Principal Uses

In Table 6.2 below, the symbol "P" indicates the uses that shall be permitted in the Residential area. Uses not permitted are indicated with the symbol "X".

Table 6.2 Residential Permitted Principal Uses

USE	PERMITTED
Estate Single Family Homes	P
Single Family Detached Homes	P
Single Family Attached Homes	P
Affordable Housing	P
Multi Family	P
Education	P

C. Accessory Uses

Accessory structures are defined as any building or use which is subordinate in and normally associated with the purpose, area, or intensity of the principal building or use served. It contributes to the needs of the occupants, business enterprise or industrial operation within the principal building or use served. Accessory structures are located on the same parcel or lot as the principal building or use. Accessory structures within The Residential Area are limited to 1 per dwelling unit and shall be 500 SF or less unless the accessory structure is an accessory dwelling unit.

Accessory structures include accessory dwelling units or ADUs. An ADU is defined as an additional dwelling unit added to, created within, or detached from dwelling on a parcel or lot, which provides basic requirements for living, sleeping, cooking, and sanitation. The unit may have a separate exterior entrance or an entrance to an internal common area accessible to the outside. The unit shall be 1000 SF or less and the height must be equal to or less than that of the principal dwelling unit.

Accessory structures and ADUs shall have heights less or equal to the principal structure height. Accessory structures and ADUs shall follow the setbacks of the parcel or lot as defined in Section D.

In Table 6.3 below, the symbol "P" indicates the permitted accessory uses that shall be permitted in the Residential area. Uses not permitted are indicated with the symbol "X". Accessory uses are not necessarily accessory structures.

Table 6.3 Residential Permitted Accessory Uses

Uses	Permitted
Accessory dwelling unit	P
Dwelling unit for owner, caretaker, or employee	P
Fences, hedges, or walls	P
Home occupation	P
Playhouses, patios, cabana, porches, and gazebos	P
Incidental household storage buildings	P
Play lots, recreation facilities, on-site management office, laundry facilities for use by residents only	P
Residential garages and carports	P
Swimming pools and hot tubs accessory	P
Other accessory uses as determined by the Planning Director to meet accessory criteria	P

D. Setback and Height Standards

The Guidelines, Standards, and Regulations of this Master Plan were written with the intent of complying with the City of Sheridan Gateway Ordinance (Ord. 2066) contained within the City of Sheridan Municipal Code. In regard to building setback (excluding required landscape buffers), height and density; this Master Plan shall take precedence over municipal code. In all other matters, development of The Villages shall be fully compliant with the City of Sheridan Municipal Code.

Table 6.4 Residential Setback and Height Standards

	Location	Width/Height
Building Setback	I-90	50'
	Highway 338/Decker Road	50'
	Collector Streets (Ex: Dovetail Lane)	15’
	Local Internal Streets	15'
	Side	5'
	Side “Party Wall”	0’
	Rear	15'
Height Limitations	Principal Use (4 story Max.)	45'

E. Site Planning Principles

1. Site and orient buildings to concentrate and reinforce pedestrian activity along sidewalks and open space.
2. Provide safe and efficient vehicular parking while minimizing the negative visual impacts commonly associated with large, paved areas. Developers are encouraged to provide pedestrian walkways and open space to convey pedestrians.

F. Site Planning Guidelines and Definitions

1. Estate Single Family Homes

    a. To provide high quality housing opportunities for large single family residential lots for the development of custom and semi-custom homes in a planned housing development.

    b. The architectural design of the Estate Single Family homes shall be high quality and shall compliment the architecture of surrounding homes.

    c. Uses allowed by right:

        i. Single family dwellings, with attached or detached garages.

        ii. Gross density shall be 1 unit per acre maximum.

        iii. Home occupations, as defined by City of Sheridan code.

    d. Uses allowed by special review: Other uses may be allowed during the platting process.

    e. Parking will occur on each lot, or on-street as allowed by City code. Parking will be accommodated with minimum two car garages for each home. Guest parking will occur on-street as allowed by City code.

2. Single Family Detached Homes

    a. To provide high quality housing opportunities for single family residential lots for the development of detached single family homes.

    b. The architecture of the single-family homes shall be high quality and shall compliment the architecture of surrounding homes.

    c. Uses allowed by right:

        i. Single family dwellings, with attached or detached garages.

        ii. Gross density shall be 5 units per acre maximum.

        iii. Home occupations, as defined by City of Sheridan code.

    d. Uses allowed by special review: Other uses may be allowed during the platting process.

    e. Parking will occur on each lot, or on-street as allowed by City code. Parking will be accommodated with minimum two car garages for each home. Guest parking will occur on-street as allowed by City code.

3. Single Family Attached Homes

    a. To provide high quality housing opportunities for single family residential lots for the development of attached single family homes.

    b. The architecture of the single-family homes shall be high quality and shall compliment the architecture of surrounding homes.

    c. Uses allowed by right:

        i. Single family attached dwellings, with attached or detached garages.

        ii. Gross density shall be 8 units per acre maximum.

iii. Buildings may have up to 6 units per building.

d. Uses allowed by special review: Other uses may be allowed during the platting process.

e. Parking for residential units occur on each lot, within the boundaries of the parking lots, or on-street as allowed by City code. Guest parking will occur on-street as allowed by City code. Parking will be accommodated with attached or detached, one or two car garages for each unit.

4. Affordable Housing:
    a. To provide high quality housing opportunities for the development of affordable housing.
    b. The architecture of affordable housing shall be high quality and shall compliment the architecture of surrounding homes and the City of Sheridan.
    c. Uses allowed by right:
        i. Single family dwellings, with attached or detached garages.
        ii. Single family attached dwellings, with attached or detached garages.
        iii. Gross density shall be 10 units per acre, maximum.
        iv. Buildings may have up to 6 units per building.
        v. Factory built homes.
    d. Uses allowed by special review: Other uses may be allowed during the platting process.
    e. Parking for residential units occur on each lot, within the boundaries of the site in parking lots, or on-street as allowed by City code. Guest parking will occur on-street as allowed by City code. Parking will be accommodated with attached or detached, one or two car garages for each unit or parking may also be off-street within garages and will be visually separated from public streets by a combination of berms, landscaping, setbacks or by other means per the individual site as approved by the City.
5. Multi-Family Housing
    a. To provide high quality housing opportunities for residential lots for the development of multi-family / apartment housing.
    b. The architecture of multi-family housing shall be high quality and shall compliment the architecture of surrounding homes and the City of Sheridan.
    c. Uses allowed by right:
        i. Single family dwellings, with attached or detached garages.
        ii. Gross density shall be 25 units per acre gross, maximum.
        iii. Buildings may have up to 12 units per building.
        iv. Factory built homes on permanent foundations.

d. Uses allowed by special review: Other uses may be allowed during the platting process.

e. Parking shall occur within the boundaries of the site in parking lots, or on-street as allowed by City code. Guest parking will occur in designated parking lots and on-street as allowed by City code.

6. Education
    a. To provide a location for the establishment of a future School.
    b. The architecture shall be high quality and shall compliment the architecture of surrounding homes and the City of Sheridan.
    c. Uses allowed by right:
        i. To be determined by Sheridan County School District Two.
        ii. Any use associated with a School.
        iii. Uses allowed by special review: Other uses may be allowed during the platting process.
    d. Parking shall occur within the boundaries of the site in parking lots, or on-street as allowed by City code. Guest parking will occur in designated parking lots and on-street as allowed by City code.



Residential Areas

The Villages Master Plan

DOWL

March 21, 2024

Figure 6.1

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6.3 Mixed Use

A. Introduction

1. General Description

The Mixed Use areas will serve the business, commercial and residential needs of The Villages. The Mixed Use areas shown in Figure 6.2 and total 30.0 acres. These areas will include a mixture of housing, businesses, restaurants, and offices. The area is intended to be pedestrian-oriented and to be characterized by buildings with outdoor corridors that lead people through the development.

B. Principal Uses

The following Table 6.5 (Mixed Use Permitted Principal Uses) the symbol "P" indicates the uses that shall be permitted in the Mixed Use area. Uses not permitted are indicated with the symbol "X".

The principal “Use type” shown in Table 6.5 shall be the only permitted “Use Type” on a specific parcel. For example, if the principal use type is “Consumer Goods and Services”, “Residences & Other Living Accommodation” use is not permitted on the same parcel.

Table 6.5 Mixed Use Permitted Principal Uses

Use Type	Description	Permitted
Residences & Other Living Accommodation	Affordable Housing	P
	Boarding, rooming houses	P
	Family-care homes	P
	Group-care homes	P
	Group-care institutions	P
	Hotel	P
	Multi-Family Residential	P
	Recreational Vehicle Park (See 6.5 C below)	P
	Residential rehabilitation facility	P
	Single Family Residential	P
	Town home dwelling	P
Consumer Goods and Services	Animal Boarding	X
	Bed and breakfast establishments	P
	Commercial Shopping Center	P
	Copy shops and printing services including typesetting	P
	Daycare Centers	P
	Daycare home	P
	Financial Institutions	P
	1 Financial site, drive-up facility not located on same lot as principal use	P
	2 Financial Automatic Teller Machines	P
	Gasoline sales in conjunction with or without retail use	P
	Hardware, building materials or Garden Stores	P

Consumer Goods and Services (Cont.)	Office uses including the following: Medical or dental offices and clinics, professional offices, & general business use	P
	Personal service shops	P
	Retail sales-General including Food sales	P
	Retail sales-Ambulatory Vendor	P
	Retail sales-Mobile Vendor Cart	P
	Retail sales-Outdoor	P
	Veterinary clinics & hospitals	P
Business-to Business Goods and Services	Business service establishments	P
	Catering establishment	P
	Commercial laundries and linen services	P
	Data, radio, TV, or other broadcasting facilities	P
	1 Without outdoor transmission or receiving facilities	P
	2 With outdoor transmission or receiving facilities	X
	General administrative offices	P
	Medical, dental, and optical laboratories and research facilities	P
Educational, Religious and Cultural Uses	Colleges, universities (Satellite Office)	P
	Convention and Conference Centers	P
	Libraries, museums, or art centers including accessory education facilities	P
	Performing areas centers, auditoriums, and other places of assembly	P
	Places of religious assembly including churches, synagogues, or temples	P
	Schools, daycare center facilities, offices other than the administration of the principal use of commercial activities (e.g., Retail stores)	P
	Public and private schools for kindergarten, elementary or secondary education	P
	Special schools such as martial arts, dance, or other similar personal skills instruction	P
	Trade or vocational schools	P
Recreation, Social and Entertainment Uses	Adult or sexually oriented businesses are specifically prohibited within all areas of the Master Plan	X
	Indoor commercial recreation facilities	P
	Live entertainment establishment with indoor and outdoor seating or activity area	P
	Private membership clubs for health, recreation, and athletic facilities	P
	Public and private open space	P
	Public and private parks and playgrounds	P

Recreation, Social, and Entertainment Uses (Cont.)	Public and private play fields, courts, recreation centers and other public recreation facilities with associated dining facilities	P
	Reception/banquet hall	P
	Restaurants	P
	1 Restaurants with outside eating area	P
	2 Restaurants with drive-in facilities	P
	Social, fraternal clubs and lodges	P
Storage, Parking & Transportation Uses	Bus, railroad, public transit terminal	P
	Parking lots to serve another principal use within the area	P
Public and Institutional Uses	Emergency services, rescue squad/ambulance services	P
	Essential municipal, private and public utility uses, facilities, services, and structures	P
	Government administrative and service offices	P
	Medical facilities including but not limited to urgent care, outpatient clinic and medical and dental clinics	P
Agricultural Uses	Continued agricultural production on undeveloped portions of the Master Plan	P

C. Recreational Vehicle Park Uses

Recreational Vehicle Parks must be in accordance with City of Sheridan Municipal Code Chapter 25. Each location shall have a maximum stay per location of 21 days.

D. Accessory Uses

Accessory structures are defined as any building or use which is subordinate in and normally associated with the purpose, area, or intensity of the principal building or use served. It contributes to the needs of the occupants, business enterprise or industrial operation within the principal building or use served. Accessory structures are located on the same parcel or lot as the principal building or use.

Within the Mixed Use area, if the principal use is residential, accessory structures are limited to 1 per dwelling unit. Accessory structures where the principal use is residential shall be 500 SF or less unless the accessory structure is an accessory dwelling unit.

Accessory structures include accessory dwelling units or ADUs. ADU is defined as an additional dwelling unit added to, created within, or detached from dwelling on a parcel or lot, which provides basic requirements for living, sleeping, cooking, and sanitation. The unit may have a separate exterior entrance or an entrance to an internal common area accessible to the outside. ADUs shall be 1000 SF or less.

Accessory structures and ADUs shall have heights equal to or less than that of the principal structure. Accessory structures and ADUs shall follow the setbacks of the parcel or lot as defined in Section E.

The following Table 6.6, Mixed Use Permitted Accessory Uses, the symbol "P" indicates the uses that shall be permitted. Uses not permitted are indicated with the symbol "X".

Table 6.6 Mixed Use Permitted Accessory Uses

Uses	Permitted
Accessory dwelling unit (ADU)	P
Animal Boarding	X
Automated Teller Machine (ATM)	P
Cafeteria, Dining Halls and Similar Food Services	P
Car Wash Bay	P
Domestic animals, provided such household pets and kennels are maintained	P
Dwelling unit for owner, caretaker, or employee	P
Fences, hedges, or walls	P
Home occupation	P
Offices to operate principal use	P
On-premises signs	P
On-site daycare centers (for employee's children)	P
Outdoor sales, display of merchandise or other activity that is part of or related to the principal use, but which is not specifically addressed this matrix, provided such area does not exceed 10% of the gross floor area of the principal structure	P
Outdoor sales with a youth vendors license	P
Outdoor storage	P
Playhouses, patios, cabana, porches, and gazebos	P
Incidental household storage buildings	P
Play lots, recreation facilities, on-site management office, laundry facilities for use by residents only	P
Production of fermented malt beverages, malt, special malt, and vinous and spirituous liquors (brew pub)	P
Recycling collection point	P
Residential garages and carports	P
Restaurants, bars, newsstands, gift shops, clubs, managerial offices, and lounges	P
Retail sales of goods as part of permitted industrial and warehouse uses	P
Satellite dish antennas accessory to residential uses	P
Satellite dish antennas accessory to nonresidential uses (not including home occupations)	P
Storage or parking of trucks, cars, or major recreational equipment, including but not limited to boats, boat trailers, camping trailers, motorized homes, and house trailers	X
Swimming pools and hot tubs accessory to residential uses	P
Other accessory uses as determined by the Planning Director to meet accessory criteria	P

E. Setback and Height Standards

The standards contained in Table 6.7 are intended to provide minimum standards for development in this planning area. These Standards supersede applicable portions of the City of Sheridan Municipal Code. These Standards shall not be construed to supersede more restrictive development standards contained in the Conditions, Covenants and Restrictions of any property or structure. However, in no case shall private deed restrictions permit a lesser standard in the case of a minimum standard of this section or permit a greater standard in the case of a maximum standard.

Setbacks - all setback are measured from the Property Line/R.O.W.

Table 6.7 Mixed Use Setback and Height Standards

	Location	**Width/Height**
Building Setback	Collector Street (Ex: Dovetail Lane)	15'
	Local-through Street	15'
	Local Internal Streets	15'
	Side – Non-Residential Use	15'
	Side – Residential Use	5’
	Side – “Party Wall”	0’
	Front	15'
	Rear	15'
Height Limitations	Residential Principal Use (4 story Max.)	45'
	Commercial Principal Use (4 story Max.)	45'

F. Special Standards – Special development standard related to Mixed Use include the following:

1. Encroachments/Projections into setbacks:

    a. Eaves, roof projections, awnings, projection signs and other features may project into required yards a maximum of three (3) feet, provided such appendages are supported at or behind the building setback line.

    b. Open overhead trellises may encroach into a required setback adjacent to a street behind the R.O.W. line.

    c. Encroachments and projections into easements must be approved by the easement holder and the City of Sheridan.

    d. Encroachments and projections shall be constructed of fire-rated or fire-resistive construction if required by the Building Codes.

G. Site Planning Principles

1. Site and orient buildings to concentrate and reinforce pedestrian activity along sidewalks.

2. Provide safe and efficient vehicular parking lots while minimizing the negative visual impacts commonly associated with large, paved areas. Developers are encouraged to provide pedestrian walkways or other means to convey pedestrians from the parking lots to the building entries.

H. Site Planning Guidelines

1. Building Siting and Orientation
    a. Site buildings to face the main street frontage.
    b. Provide clearly articulated pedestrian-oriented entries
    c. It is encouraged that developments include pedestrian spaces such as plazas, squares, and forecourts.
    d. Create continuous building facades along the street and public space. Avoid blank facades and "dead" or vacant spaces within the street wall.
    e. Site buildings to concentrate continuous pedestrian activity along the street and within formal open space areas.
    f. Define urban open space with building masses and pedestrian amenities. The edges of courtyards, plazas and greens should contain residential entrances, retail storefronts, restaurants and/or offices designed to enhance the pedestrian experience. Blank walls and dead spaces without pedestrian interest shall be minimized.
2. Vehicular Circulation and Parking
    a. Segment large parking lots into smaller courts to minimize the perceived scale of the total parking area.
    b. Locate parking areas within internalized parking courts or to the sides or rear of buildings.
3. Service Delivery and Outdoor Equipment Storage
    a. Avoid placing service areas where they are visible from adjacent buildings or streets.
    b. Provide 6' high opaque screen fence or wall around trash/recycling enclosures.
    c. Locate loading docks, trash enclosures and service areas behind buildings accessed from alleys or internal parking courts.
    d. Provide separate parking areas for delivery trucks and service vehicles located behind buildings.
    e. Create shared service areas. Align service areas with those of adjacent buildings so that service drives may be shared.
    f. Locate accessory structures behind buildings.

I. Architecture

1. Design clearly articulated human scale buildings.
2. Use tower elements at corners designed to punctuate street intersections.
3. Orchestrate building structural bays to create repetitive building rhythms.

J. Architectural Guidelines

1. Building Massing and Form

    a. Segment buildings into three major components: the ground floor base that anchors the building to the ground; the upper story facade, which provides transparency and the cap that terminates the top of the building

    b. Divide large buildings into a series of individual storefronts, commonly occupying single or multiple structural bays of similar design and proportion.

    c. Provide scale-giving building massing, elements, ornament, patterns & textures to provide human scale to the final design.

    d. Design the building masses to provide continuity with adjacent structures.

    e. Terminate the top of the building with a distinctive pitched roof or cornice.

    f. Avoid large, monumental, undifferentiated, and scale-less building masses.

    g. Punctuate the skyline with corner 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 that provide architectural continuity between neighboring buildings.

4. Roof Cap – Terminate the top of the building with a distinctive roof cap. Design roof caps using the following techniques:

    a. Terminate the top of the flat roof with a distinctive cornice and parapet wall.

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

    c. Support pitched roof eave overhangs with corbels or brackets

    d. Sheath sloped roofs with a durable roofing material that is complimentary to the architectural style of the building.

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

    f. Avoid continuous roof planes. Pitched roof planes exceeding 60 linear feet should incorporate articulated roof elements that include the following:

        - Cross Gables
        - Roof Monitors

- Vertical Tower Elements
- Roof Dormers

g. Conceal rooftop mechanical equipment. All rooftop mechanical equipment shall be completely screened within a penthouse or hidden behind a roof parapet.

5. Masonry Base
    a. Define the base of storefront buildings with a masonry base designed to anchor structure to the ground plane, minimum height: 36"
6. Awnings/Sunshades
    a. Design awnings to compliment 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.
    c. Avoid an excessive variety of façade materials.
    d. The following building materials are permitted:
        - Building Base and Facades:
            - Concrete, Precast
            - Masonry
                - Brick
                - CMU (Integrally colored)
            - Quality Metal Panels
            - Masonry
                - Stone (i.e., Ashler-laid, broken range work, pitched faced, quarry faced)
                - Masonry, Stone Veneer (i.e., Brownstone, sandstone, slate)
            - Metal, Structural
            - Stucco
            - Metal Wall Panels (Use with discretion)
                - Corrugated
                - Standing seam
                - Ttc
            - Tile
        - Roofs
            - Composite Roofing (Architectural grade dimensional fiberglass mat shingles)

    - Concrete Shakes (Raked to mimic a natural wood shake)
    - Metal, Standing Seam (Seams shall be spaced a maximum of 18 inches)
    - Rolled metal or single-ply membrane roofing screened from public view by a parapet
    - Slate (real or cultured)
    - Tile, Flat Concrete (Modern Slate)
    - Brackets, Corbels and Beams
    - Wood, Dimensional
- Windows:
    - Glass, transparent or lightly tinted
- Use wall materials based upon the following recommendations:
    - Board and Batten (wood or cementitious)
    - Brick
    - Corrugated Metal (use with discretion)
    - Siding
        - Clapboards (wood or cementitious)
        - Fishscale (wood)
        - Drop (wood or cementitious)
        - Lap (wood or cementitious)
        - Shingle (cedar, redwood or cementitious)
        - Tongue and Grove (wood or cementitious)
    - Stone
        - Natural
        - Cultured
    - Stucco (exterior plaster)



Mixed Use Areas

The Villages Master Plan

DOWL

March 21, 2024

Figure 6.2

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6.4 Commercial

A. Introduction

1. General Description

The Commercial areas will serve the business and commercial needs of The Villages and will serve as a commercial hub for the north end of Sheridan. These areas are shown in Figure 6.3. They will include a mixture of vehicular and pedestrian-oriented businesses, restaurants, and offices. The area is intended to be able to be reached by pedestrians from the Mixed Use area of the Master Plan as well as by vehicles from outside of The Villages area. The total area for Commercial is 57.8 acres.

B. Principal Uses

In Table 6.8 below, the symbol "P" indicates the uses that shall be permitted in the Commercial area. Uses not permitted are indicated with the symbol "X".

Table 6.8 Commercial Permitted Principal Uses

Use Types	Description	Permitted
Office	General Offices	P
	Financial Offices	P
	Medical Offices	P
Commercial	Agricultural sales & Service	P
	Animal Boarding	X
	Business Park	P
	Commercial center	P
	Communication services	P
	Construction sales & service	P
	Consumer repair services	P
	Copy shops and printing services including typesetting	P
	Food sales	P
	General retail	P
	Laundry	P
	Liquor sales	P
	Medical clinic	P
	Veterinary clinics	P
	Veterinary hospitals	P
	General administrative offices	P
	Adult or sexually oriented businesses are specifically prohibited within all areas of the Master Plan	X
	Indoor commercial recreation facilities	P
	Bus, railroad, public transit terminal	P
	Parking lots to serve another principal use within the area	P
	Other accessory uses as determined by the Planning Director to meet accessory criteria	P

C. Accessory Uses

Accessory structures are defined as any building or use which is subordinate in purpose, area or intensity of the principal building or use served, is normally associated with the principal building or use, contributes to the needs of the occupants, business enterprise or industrial operation within the principal building or use served and is located on the same lot as the principal building or use. Accessory structures shall have heights less or equal to the principal structure height. Accessory structures shall follow the setbacks of the parcel or lot as defined in Section D.

In Table 6.9 below, the symbol "P" indicates the accessory uses that shall be permitted in the Commercial. Uses not permitted are indicated with the symbol "X".

Table 6.9 Commercial Accessory Uses

USE	PERMITTED
Automated Teller Machine (ATM)	P
Animal Boarding	X
Cafeteria, Dining Halls and Similar Food Services	P
Car Wash Bay	P
Fences, hedges, or walls	P
Nurseries and greenhouses	P
Offices to operate principal use	P
On-premises signs	P
Recycling collection point	P
Retail sales of goods as part of permitted industrial and warehouse uses	P
Sale of motor vehicles provided the interior of the lot is appropriately landscaped with areas containing sod, native grasses, shrubs, bushes, and trees	P
Satellite dish antennas accessory to nonresidential uses	P
Screened outdoor storage or sale of construction materials, plants, and gardening materials located adjacent to a retail establishment and not exceeding five percent of the gross indoor floor area of the retail establishment	P
Storage or parking of trucks, cars, or major recreational equipment, including but not limited to boats, boat trailers, camping trailers, motorized homes, and house trailers	X
Other accessory uses as determined by the Planning Director to meet accessory criteria	P

D. Other Prohibited Uses – Other prohibited uses are described in Sheridan Zoning Code Zone B-2.

E. Setback and Height Standards

The Guidelines, Standards, and Regulations of this Master Plan were written with the intent of complying with the City of Sheridan Gateway Ordinance (Ord. 2066) contained within the City of Sheridan Municipal Code. In regard to building setback (excluding required landscape buffers), height and density; this Master Plan shall take precedence over municipal code. In all other matters, development of The Villages Master Plan shall be fully compliant with the City of Sheridan Municipal Code.

Table 6.10 Commercial Setback and Height Standards

	Location	Width/Height
Building Setback	I-90	50'
	N. Main/Decker Road/ Highway 338	50'
	Collector Streets (Ex: Dovetail Lane)	15’
	Local Internal Streets	15'
	Side	15'
	Side “Party Wall”	0'
	Rear	15'
	Rear “Party Wall”	0
Height Limitations	Commercial Principal Use (4 story Max.)	45’

F. Special Standards

Special development standard related to Commercial include the following:

1. Setbacks - All setback are measured from the Property Line.
2. Encroachments/Projections into setbacks and offset (yards)
    a. Eaves, roof projections, awnings, projection signs and other features may project into required yards a maximum of three (3) feet, provided such appendages are supported at or behind the building setback or offset line.
    b. Encroachments and projections into easements must be approved by the basement holder and the City of Sheridan.
    c. Encroachments and projections shall be constructed of fire-rated or fire-resistive construction if required by the Building Codes.

G. Site Planning Principles

1. Site and orient buildings to concentrate and reinforce pedestrian activity along sidewalks.
2. Provide safe and efficient vehicular parking lots while minimizing the negative visual impacts commonly associated with large, paved areas. Developers are encouraged to provide pedestrian walkways or other means to convey pedestrians from the parking lots to the building entries.
3. Locate standalone satellite building at site entrances to "announce" entry.

H. Site Planning Guidelines

1. Building Siting and Orientation
    a. Create continuous building facades along the street and public space. Avoid blank facades and "dead" or vacant spaces within the street wall.
    b. Site buildings to concentrate continuous pedestrian activity along the street and within formal open space areas.
    c. Orientate primary building storefront openings towards the street or formal open space areas as opposed to rear parking areas

d. Site buildings to face the main street frontage. Provide clearly articulated pedestrian-oriented entries.

2. Vehicular Circulation and Parking

    a. Segment large parking lots into smaller courts enclosed by buildings and framed by tree rows designed to minimize the perceived scale of the total parking area

    b. Locate parking areas within internalized parking courts or to the sides or rear of buildings

    c. Provide bicycle parking

    d. All parking requirements shall meet or exceed the City of Sheridan Municipal Code

3. Service Deliver and Outdoor Equipment Storage

    a. Avoid placing service areas where they are visible from adjacent buildings or streets

    b. Locate loading docks, trash enclosures and service areas behind buildings accessed from alleys or internal parking courts

    c. Create shared service areas. Align service areas with those of adjacent buildings so that service drives may be shared.

    d. Locate accessory structures behind buildings

    e. Provide 6' high opaque screen fence or wall around trash/recycling enclosures

    f. Provide separate parking areas for delivery trucks and service vehicles located behind buildings

I. Architecture

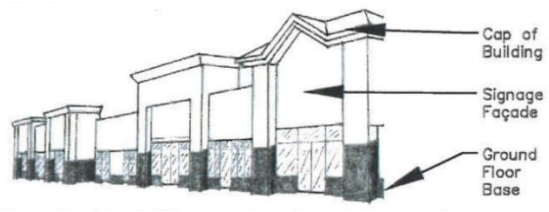
1. Design clearly articulated human scale buildings.

2. Orchestrate building structural bays to create repetitive, non-monotonous building rhythms.

J. Architectural Guidelines

1. Building Massing and Form

    a. Divide large buildings into a series of individual storefronts, units, or multiple structural bays of similar design and proportion



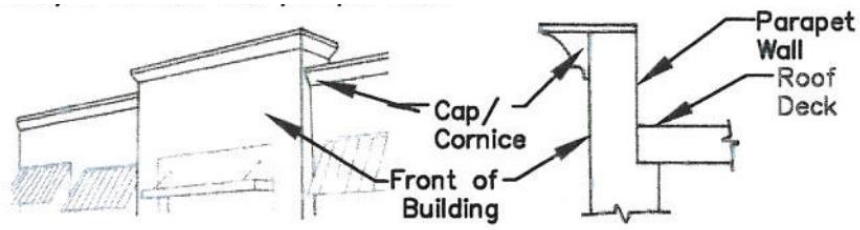
    b. Provide scale-giving building massing, elements, ornament, patterns & textures to provide human scale to the final design

    c. Avoid large, monumental, undifferentiated, and scale-less building masses

2. Roof Cap

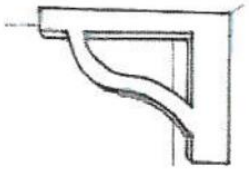
    a. Terminate the top of the building with a distinctive roof cap and/or cornice. Design roof caps using the following techniques:

        i. Terminate the top of the flat roof with a distinctive cap and/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

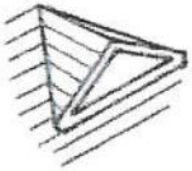


        iv. Sheath sloped roofs with a durable roofing material that is complimentary to the architectural style of the building

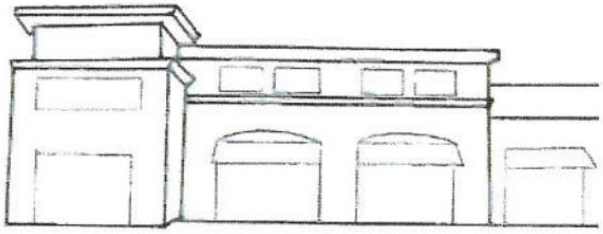
        v. Avoid radical roof pitches that create overly prominent or out-of-character buildings

        vi. Avoid continuous roof planes. Pitched roof planes exceeding 100 linear feet should incorporate articulated roof elements that include the following:

- Gross Gables
- Roof Monitors
- Vertical Tower Elements
- Roof Dormers



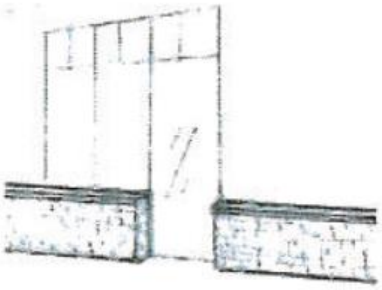
- Vary Roof Lines/Heights



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

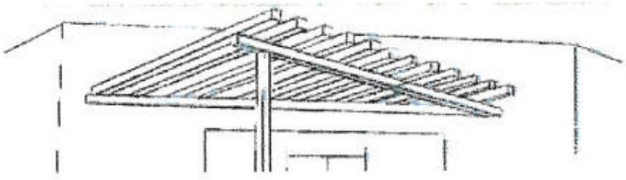
3. Masonry or Stone Base

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



4. Awnings/Sunshades

    a. Design awnings to compliment 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.

5. Building Materials

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

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

    c. Avoid an excessive variety of facade materials.

    d. Quality metals with earth tone colors and varying textures with no shiny corrugated metal/sheeting. All metal walls/panels require a matte finish.

    e. The following building materials are permitted:

        i. Building Base and Facades:
            - Concrete, Precast
            - Masonry
                - Brick
                - CMU (Integrally colored) (Recommend split face)

        - Stone (i.e., Ashler-laid, broken range work, pitched faced, quarry faced)
        - Stone Veneer (i.e., Brownstone, sandstone, slate)
    - Metal, Structural
    - Metal (Use with discretion) (Less than or equal to 75% coverage)
        - Wall Panels
        - Corrugated
        - Standing Seam
    - Stucco
    - Tile
    - Cultured Stone

ii. Roofs:
    - Brackets, Corbels and Beams
    - Composite Roofing (Architectural grade dimensional fiberglass mat shingles)
    - Concrete Shakes (Raked to mimic a natural wood shake)
    - Metal, Standing Seam (Seams shall be spaced a maximum of 18 inches)
    - Rolled metal or single-ply membrane roofing screened from public view by a parapet
    - Slate (real or cultured)
    - Tile, Flat Concrete (Modern Slate)
    - Wood, Dimensional (Beams)

iii. Windows
    - Glass, transparent or tinted (not mirrored)

iv. Use wall materials based upon the following recommendations:
    - Board and Batten (wood or cementitious)
    - Brick
    - Corrugated Metal (Less than or equal to 75% coverage)
    - Siding
        - Clapboards (wood or cementitious)
        - Fishscale (wood)
        - Drop (wood or cementitious)
        - Lap (wood or cementitious)
        - Shingle (cedar, redwood or cementitious)
        - Tongue and Grove (wood or cementitious)
    - Stone
        - Natural
        - Cultured
    - Stucco (exterior plaster)



Commercial Areas

The Villages Master Plan

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Figure 6.3

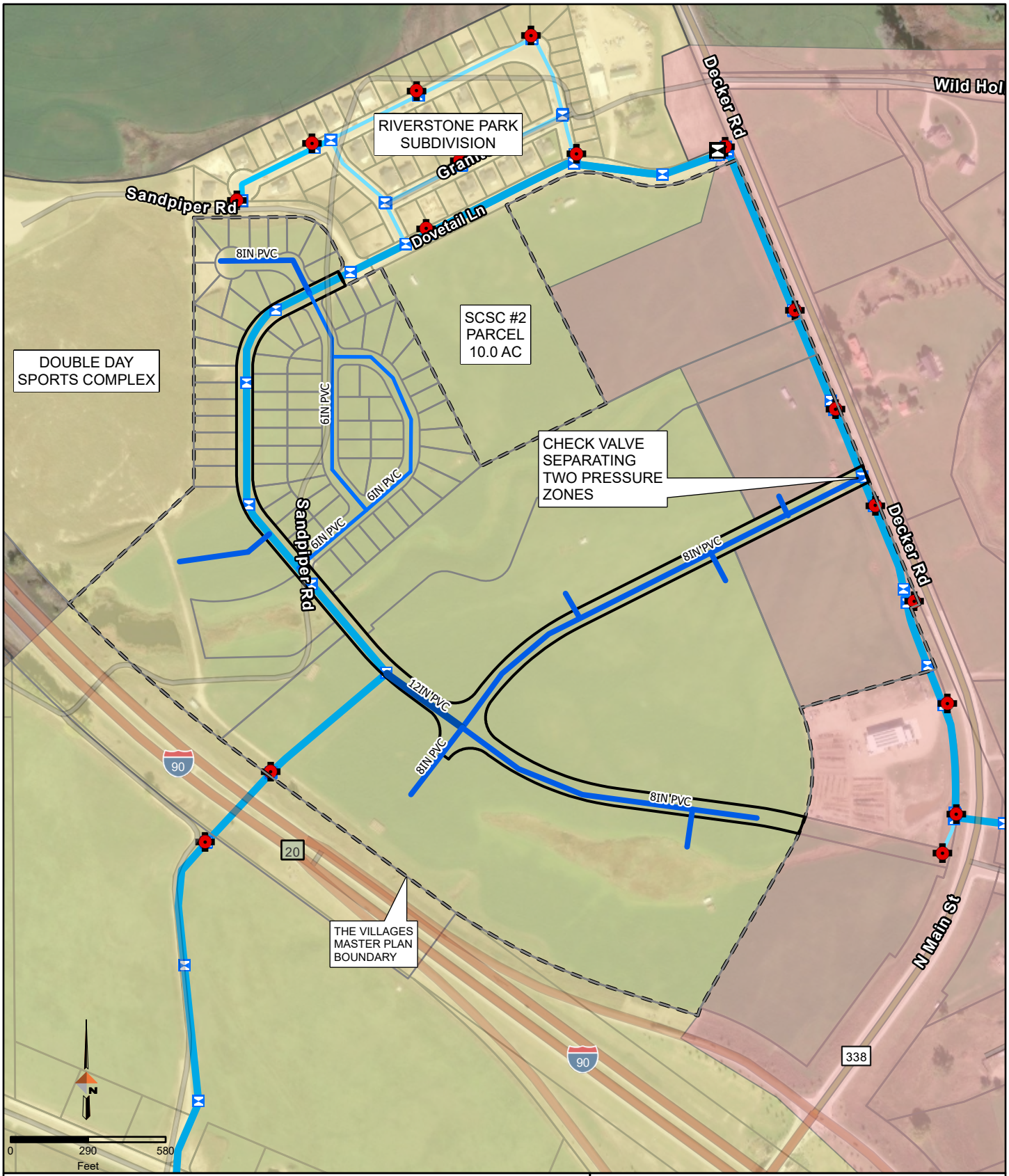
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7.0 WATER SYSTEM

A public water will supply The Villages. This system will be an extension of the City of Sheridan's water system. This system will follow the guidelines of *Wyoming DEQ*, the *City of Sheridan Design Standards*, and previous design reports for this area. The water system extensions needed are outlined in the *The Villages Utilities Design Report* in Appendix A.

The system will consist of extensions from the City's 3952 Pressure Zone in various location, and a back-up connection to the 3890 Pressure Zone with a check-valve near Highway 338. There are several areas that are to be served from the 3890 Pressure Zone. Please refer to *The Villages Utilities Design Report* for more detail.

The Villages Utilities Design Report details various scenarios of mainline to supply fire flows within the Villages. With the proposed connections, 8-inch mains will be installed for the majority of the system with one section of 12-inch main.



Proposed Waterlines
- 6" PVC
- 8" PVC
- 12" PVC

Proposed Pressure Zones
- 3890
- 3952

Existing Water Pipeline
- 6" PVC
- 8" PVC
- 12" PVC

Exisitng Valves
Existing PRV
Existing Hydrant

Master Plan Boundary
Proposed ROW
Conceptual Parcels
Sheridan County Parcels

Overall Water System

The Villages Master Plan

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Figure 7.1

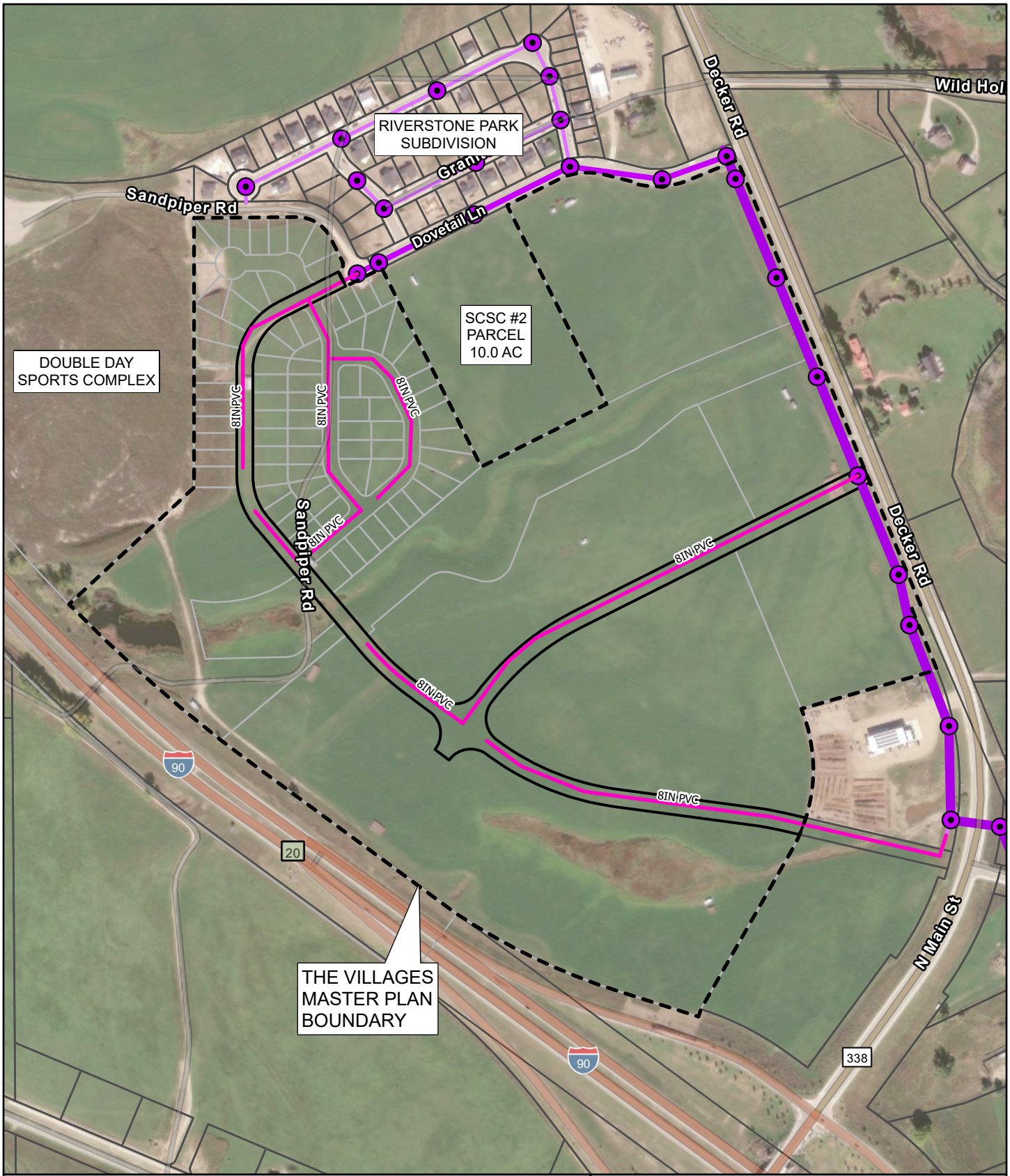
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8.0 SANITARY SEWER

A public sanitary sewer collection system will serve The Villages following the guidelines of the *Wyoming DEQ*, the *City of Sheridan Design Standards*, and previous design reports for this area. The sanitary sewer collection system for The Villages will be extensions of the City of Sheridan's sanitary sewer system. These extensions are outlined in *The Villages Utilities Design Report* in Appendix A.

The system will consist of extensions at the end of Dovetail Lane and alongside Highway 338. Please refer to the *The Villages Utilities Design Report* for more detail.

The design report details various scenarios of mainline to accommodate the sanitary sewer loading within The Villages. With the proposed extensions, 8-inch mains will be installed for serving The Villages.



Overall Sewer System

The Villages Master Plan

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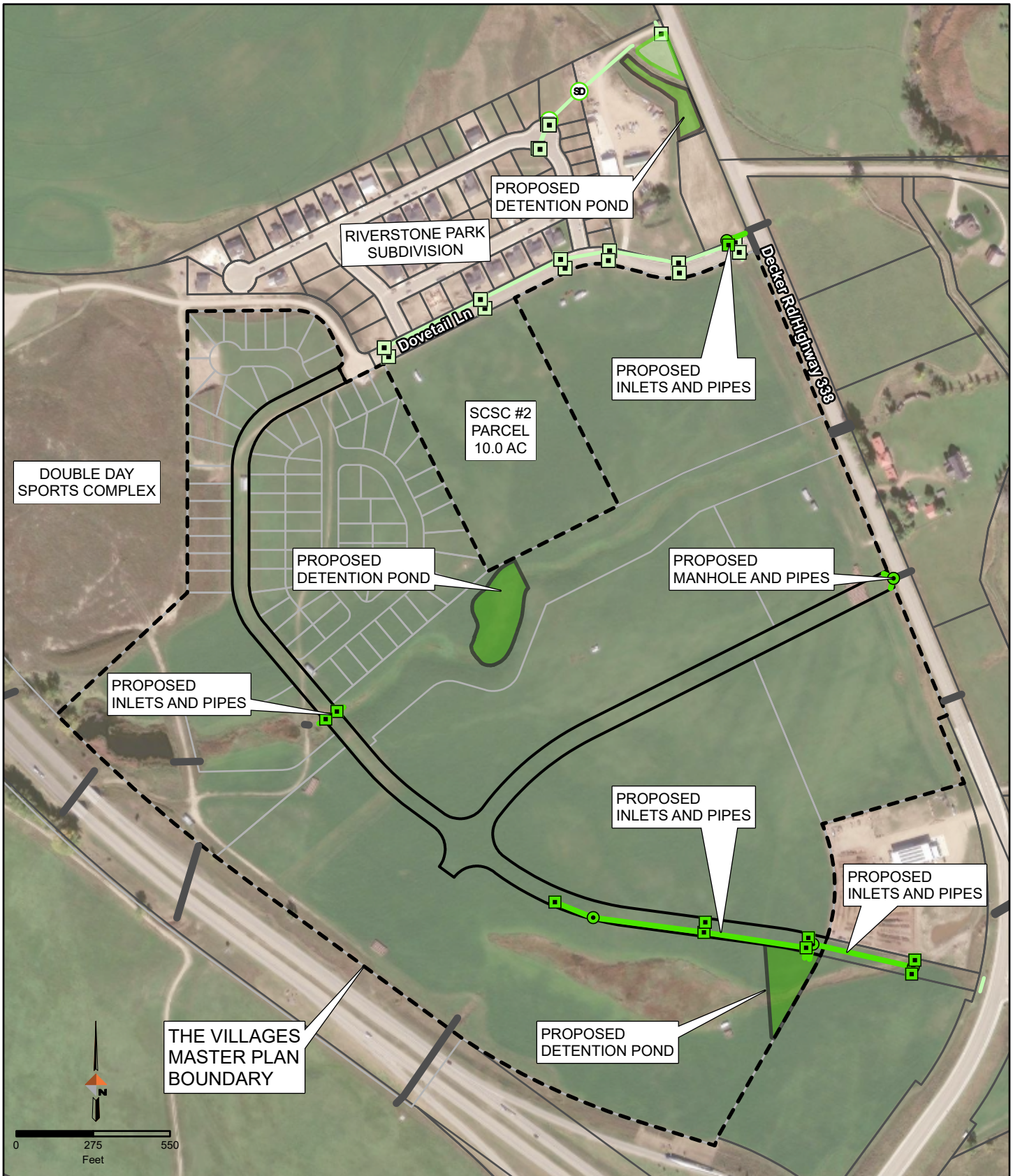
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Figure 8.1

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9.0 STORM SEWER AND DRAINAGE

A drainage report titled *The Villages Master Plan Drainage Report* has been completed for The Villages area. The drainage report was prepared in accordance with the *City of Sheridan Storm Drainage Design Criteria Manual (SDDC)* dated August 2016. This drainage report compares the pre-development and post-development runoff amounts and the proposed infrastructure to handle the increase in runoff. Detention ponds and outlet control structures have been sized and designed under this drainage report. As stated in the *Wrench Ranch Master Plan Phase II*, detention ponds are to be owned, operated, and maintained by the City of Sheridan. This will be the case with the exception of the north detention pond. This detention pond is offsite and will be placed in a drainage easement. Storm sewer infrastructure will be required in portions of The Villages area to adhere to the *SDDC* requirements for street overtopping. See the drainage report in Appendix B of this master plan report. The overall storm system is shown in Figure 9.1



Proposed Storm Inlets
Proposed Storm Manholes
Proposed Storm Pipe
Proposed Detention Ponds
Existing Detention Ponds
Existing Storm Pipe
Existing Storm Manholes
Existing Storm Inlets
Existing Culverts
Master Plan Boundary
Proposed ROW
Sheridan County Parcels
Conceptual Parcels

Overall Storm System

The Villages Master Plan

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Figure 9.1

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10.0TRAFFIC AND TYPICAL SECTIONS

A traffic report was completed for The Villages area and can be found in Appendix C. Trips were generated for the existing and proposed development. Traffic volumes were estimated and the Level of Service for the main roads were analyzed. The overall traffic plan is shown on Figure 10.1 and more detail can be found in *The Villages Traffic Report*.

10.1 Accesses

There are three existing access from Highway 338 onto The Villages Area. Dovetail Lane to the north, a field access that will be removed, and a future major access at the south end of the parcel. The south access was approved by WYDOT as a City of Sheridan Access. A right-of-way easement through the neighboring parcel gives access to The Villages parcel.

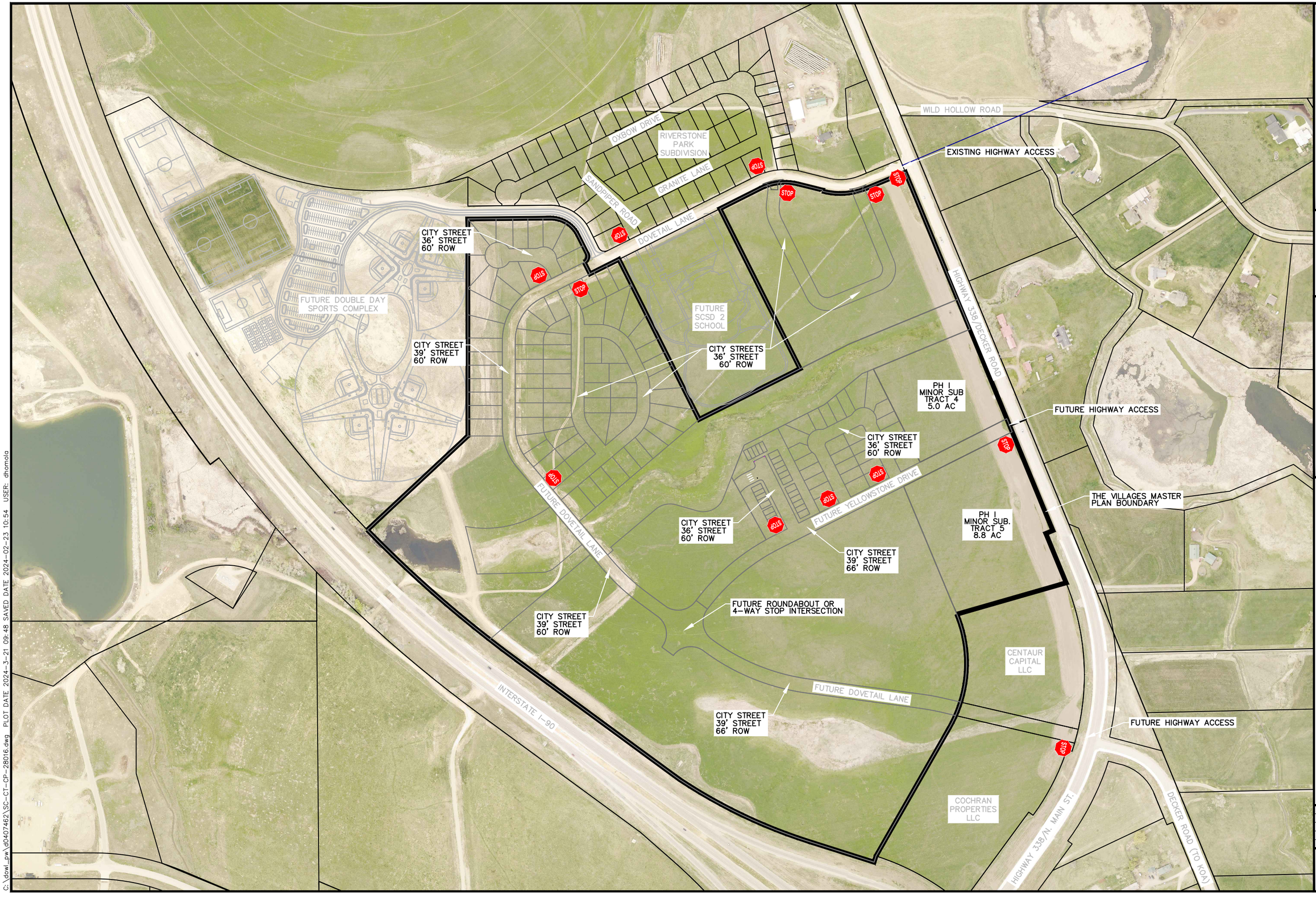
One new access onto Highway 338 was conceptually approved by WYDOT. The letter of approval from WYDOT is included in the traffic report.

10.2 Typical Sections

There are 2 typical sections that will be used in The Villages area. These are shown in Figure 10.2.

The first is for the major streets Dovetail Lane and the unnamed street that runs east-west connecting Dovetail Lane to the proposed major access. This section is a 39-foot street measured from back-of-curb to back-of-curb. This has a 5-foot boulevard and a 5-foot sidewalk. The right-of-way for these streets will be 66-feet wide.

The second typical section is for internal streets serving residential areas and mixed use areas that are developed into residential areas. This section is a 36-foot street with attached 5-foot sidewalk and a 60-foot right-of-way.



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SHERIDAN, WYOMING

OVERALL TRAFFIC PLAN

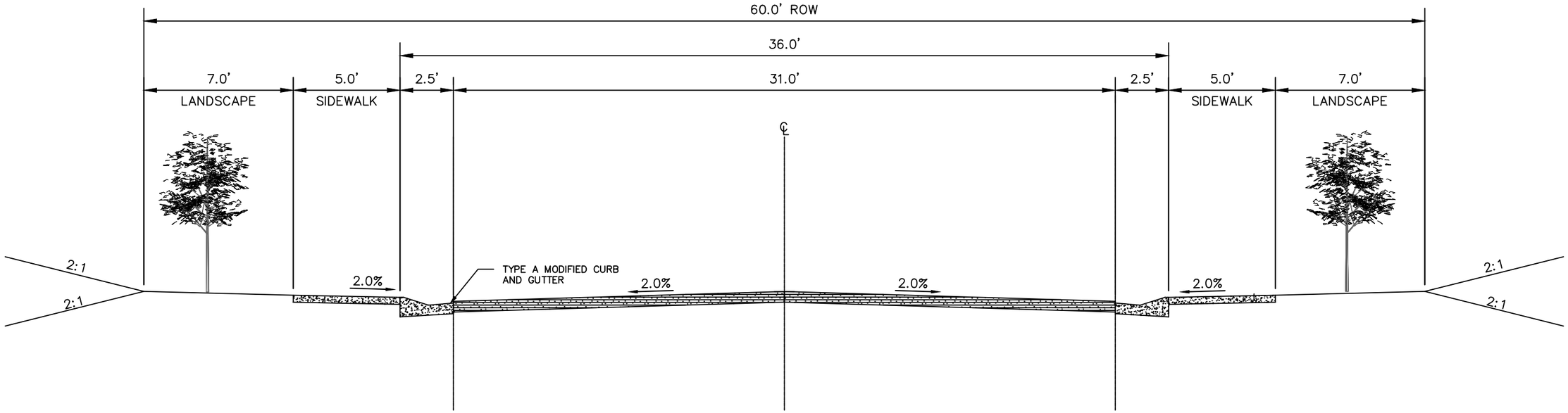
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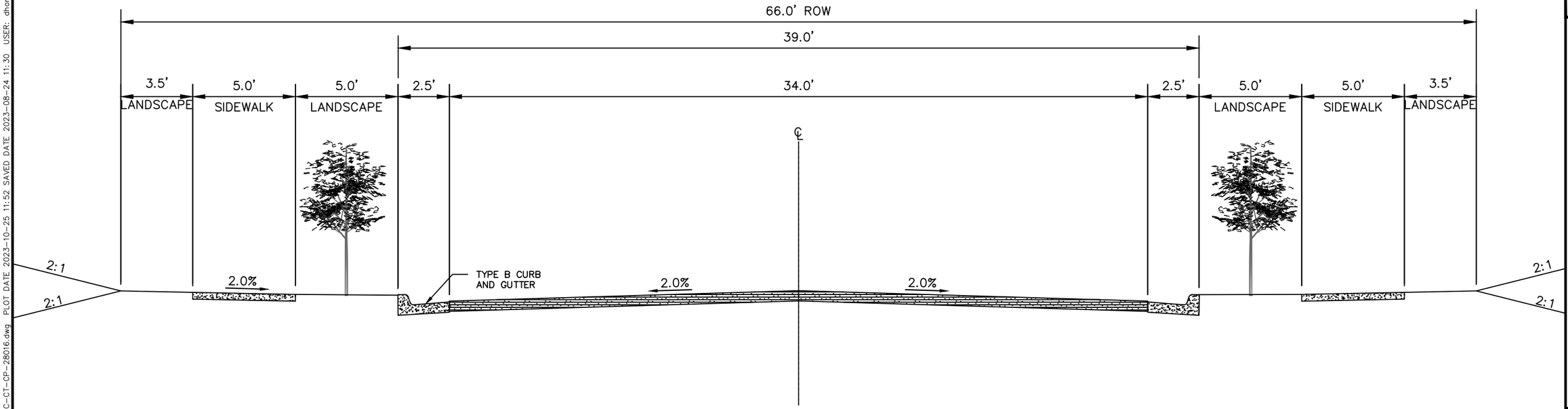
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Figure 10.1

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TYPICAL LOCAL STREET SECTION
ATTACHED SIDEWALK



TYPICAL COLLECTOR STREET SECTION
DETACHED SIDEWALK



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TYPYCAL SECTIONS

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Figure 10.2

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11.0 OPEN SPACE, PARK, AND PATHWAYS

11.1 Open Space

Open space is an important aspect of every development and should protect and conserve resources and provide passive or active recreation. The Villages open space meets the intent of the above statement. The open space requirements in this Master Plan, takes precedence over the City Code, and Gateway District requirements.

As part of this master plan, the open space requirements, designation, and future open space for The Villages have been spelled out in greater detail and are shown in Tables 11.1, 11.2 and 11.3 below. The open space plan is shown in Figure 11.1

Table 11.1 Required Open Space

Area	Size (Acres)	Open Space Required (Acres)
The Villages Master Plan Area	**137.0**	**23.3**
City Park (12.0 acres * 17%)	12.0	-2.0
Total Open Space Required		**21.3**

Table 11.2 Designated Open Space

Area	Size (Acres)
City Park Area 1	9.5
City Park Area 2	2.5
Remaining Open Space Required	9.3

Table 11.3 Future Open Space

Area (Includes Future ROW)	Net Size (Acres)	Min. Open Space Required (Acres)
Residential Area 3 (Phase I – Tract 3)	14.0	1.0
Mixed Use Area 1	9.5	2.0
Mixed Use Area 2	5.23	0.5
Mixed Use Area 3	2.75	1.3
Mixed Use Area 5 (Phase I – Tract 4)	5.0	0.5
Commercial Area 1	27.7	2.0
Commercial Area 2 (Includes Phase I – Tract 5)	26.0	2.0
	Total	**9.3**

The net areas shown above do not include ROW or parks. Table 11.3 shows the minimum acreages of open space required. As these areas develop, if there is more open space designated than the required acreages, the required open space for the remaining undeveloped areas shall be reduced. Open spaces must be within an easement to qualify towards this reduction.

These future open spaces may be private open space, public open space. Easements or dedication is required on all open spaces that prohibits its use for anything other than agricultural, recreational, or open space uses. Open space areas may include drainage areas, and areas with underground utility easements (e.g. fiber optic, waterlines, and sewer lines). Areas under surface utility easements (e.g., transmission line), existing conservation easements, or road easements shall not be acceptable as open space.

AREAS ARE NET AREAS THAT EXCLUDE ROW

RIVERSTONE PARK SUBDIVISION

HIGHWAY 338 (DECKER RD)

RESIDENTIAL AREA 1
6.3 AC
NO OPEN SPACE (ACCOUNTED FOR IN CITY PARKS)

RESIDENTIAL AREA 2
15.0 AC
NO OPEN SPACE REQ (ACCOUNTED FOR IN CITY PARKS)

RESIDENTIAL AREA 3
TRACT 3 – MINOR PH. I
14.0 AC
OPEN SPACE REQ.
1.0 AC

CITY PARK
9.5 AC

MIXED USE AREA 1
9.5 AC
OPEN SPACE REQ.
2.0 AC

CITY PARK
2.5 AC

MIXED USE AREA 2
5.23 AC
OPEN SPACE REQ.
0.5 AC

MIXED USE AREA 3
2.75 AC
OPEN SPACE REQ.
1.3 AC

MIXED USE AREA 4
5.42 AC
NO OPEN SPACE REQ.
(ACCOUNTED FOR IN CITY PARKS)

MIXED USE AREA 5
5.0 AC
OPEN SPACE REQ.
0.5 AC

COMMERCIAL AREA 1
27.7 AC
OPEN SPACE REQ.
2.0 AC

COMMERCIAL AREA 2
26.0 AC
OPEN SPACE REQ.
2.0 AC

THE VILLAGES MASTER PLAN BOUNDARY

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OPEN SPACE PLAN

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SHEET
Figure 11.1

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11.2 City Parks

The city park areas are to be designated as a City Park prior to Final Acceptance of all the adjacent areas within The Villages area. These properties shall be dedicated to the City of Sheridan.

Upon dedication to the City, this park will have public access, via easements and public right of way. The detention facilities and grading needed for proper drainage within the park shall be completed by the developer. All final grading, landscaping, tree planting, sidewalks, pathways, park features, and parking facilities within these City Parks are to be built by the City of Sheridan. Figure 11.2 shows a conceptual plan of the park space and pathways.

11.3 Pathways

The City of Sheridan has an extensive pathway system which is used by many residents and visitors. With this master plan, this network of pathways is to be continued. The future pathways and sidewalks developed within The Villages area will support pedestrian travel between the land use areas. Figure 11.2 shows the pathway and sidewalk concept plan.

The concept plan includes pathways within the future City Park, as well as within easements on private property, and within the WYDOT right of way alongside Highway 338.

- The pathways within the City park are to be built by the City of Sheridan.
- The pathways within private property located within easements shall be installed by the respective developer prior to final acceptance.
- The pathway within WYDOT right of way is to be built by the developer of Tract 5, provided WYDOT is in favor of the pathway. Right of way construction permits must be obtained through WYDOT.

All pathways shall be connected to the City sidewalk to provide a continuous network throughout The Villages area. Future pathways in the Commercial and Mixed Use areas may be developed to add to the network. The layouts of these areas have not been determined so conceptual pathways have not been established.

CITY STREETS WITH 5' ATTACHED SIDEWALK ON BOTH SIDES. (TYP)

FUTURE ELEMENTARY SCHOOL PROPERTY

CITY STREET WITH 5' ATTACHED SIDEWALK

10' PATHWAY IN 12' EASEMENT (DEVELOPER)

10' PATHWAY IN 12' EASEMENT (DEVELOPER)

CITY PARK/OPEN SPACE BOUNDARY

CITY BUILT, OWNED, AND MAINTAINED PARK
-CITY TO LANDSCAPE, PLANT TREES,
-CITY TO INSTALL PATHWAYS AND BENCHES

POND

CITY BUILT, OWNED, AND MAINTAINED PARK
-CITY TO LANDSCAPE, PLANT TREES,
-CITY TO INSTALL PARKING LOT, PATHWAY, AND BENCHES

WILDLIFE HABITAT AREA WITH NO PATHWAY

10' PATHWAY IN 12' EASEMENT (DEVELOPER)

10' PATHWAY IN 12' EASEMENT (DEVELOPER)

PARKING LOT
3 REGULAR SPOTS
1 HANDICAP SPOT

10' PATHWAY (DEVELOPER)

10' PATHWAY IN WYDOT ROW (CITY OF SHERIDAN OR OTHERS TO INSTALL)

CITY STREETS WITH 5' DETACHED SIDEWALK ON BOTH SIDES.

CITY STREETS WITH 5' ATTACHED SIDEWALK ON BOTH SIDES.

CONNECT WYDOT PATHWAY TO FUTURE CITY STREET/SIDEWALK (DEVELOPER OF PHASE I TRACT 5)

CITY PARK PATHWAY

INDIVIDUAL DEVELOPMENT PATHWAY

12' PATHWAY EASEMENT

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PARK AND PATHWAY CONCEPT PLAN

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Figure 11.2

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12.0 LANDSCAPING

A. Introduction

1. Landscape Guidelines

   The following is a summary of the Landscape Design Guidelines for The Villages Master Plan. Please also refer to the adopted Gateway Ordinance No. 2056 and the City of Sheridan Municipal Code.

   In any case where there is discrepancy between the landscaping guidelines contained within this master plan and Sheridan City Code, the stricter requirement shall govern, except in the case of a contradictory requirement, in which case Sheridan City Code shall govern.

2. Landscaping Goals These design guidelines were prepared with several goals including:
   a. Provide landscape Guidelines for the Wrench Ranch Annexations: Phase one and to guide future development.
   b. Provide landscape setbacks and standards for Light Industrial, Mixed Use and Commercial land uses.
   c. Minimize water use and promote the use of native and adapted plant materials.
   d. Provide year-round color and interest.
   e. Provide a consistent landscape treatment for adjacent streetscapes throughout the campus.
   f. Minimize long-term maintenance.
   g. Provide conformance with the visual character and design guidelines of the surrounding site.

B. General Landscape Development Guidelines

1. Purpose and Intent

   a. Signed, approved grading plans/permits and all erosion control measures in place are to be submitted for review, prior to earthwork.
   b. Site visibility triangles shall be used at all access intersections for public safety and welfare per the City of Sheridan's Municipal Code.
   c. A plant palette that includes native and/or hardy adapted species will be used. All species will group according to water requirements.
   d. Drip irrigation will be used for all parking lot islands, planting beds and perimeter plant materials.
   e. Irrigated turf shall be a drought-tolerant turf-type.
   f. All native seed grasses will receive a temporary or permanent irrigation system.
   g. Soil preparation for all landscape areas shall include 3 inches of organic soil amendments spread over the top of topsoil and then rototilled into a depth of 6-8 inches. Soil amendments to be rated Class II or greater. If salt conditions exist, only Class I soil amendments shall be accepted.
   h. All trees will receive a 24-inch diameter saucer of shredded bark mulch, 4" deep. All shrub and perennial beds will also receive shredded cedar bark mulch.
   i. A rolled top steel edge shall be placed between all shrub/perennial beds and turf areas, as well as between native grasses and irrigated grasses.

2. Plan Requirements

   Format future landscape plans to a 24x36 or greater page size unless local codes dictate otherwise. Provide a north arrow and bar scale. Show all utility lines, easements, sight triangles and parking lot lighting on landscape plans. Provide provisions on the plan for long term maintenance of all landscaped areas, including buffers as outlined in Section L.

C. Landscape Requirements

1. Street Requirements
   a. Street Tree Types: See recommended Planting List
   b. Evergreen Requirement: Not required along commercial/retail frontage
   c. Notes: Provide large deciduous trees with a minimum 1.5" caliper, branched to a minimum of 6' height adjacent to all public sidewalks.

2. Internal Roads
   a. Street Tree Types: See recommended Planting List
   b. Evergreen Requirement: 75% evergreen required along Industrial parcels and 50% along mixed use parcels. No evergreen use/percentage is required along or retail frontage

3. Parking Lots
   a. Screening: Per detail sheet and/or City of Sheridan Municipal Code
   b. Notes: Provide large deciduous trees with a minimum 1.5" caliper, branched to a minimum of 6' height adjacent to all public sidewalks.

D. Landscape Buffer Setbacks

Unless specified or decided on otherwise, front yard landscape buffers are measured from the right-of-way. If right-of-way is not applicable, it shall be measured from the property line. Rear and side yard landscape buffers are measured inward from the property line.

Details: As measured from the road right-of-way

Additional Landscape Requirements: 1 Tree/100'; 75% evergreen, for front yard (unless covered by roadway requirements), cul-de-sac frontage and for lots adjacent to mixed use and commercial properties. No tree requirement for side and rear buffers for lots adjacent to industrial properties or open space.

1. Commercial:

   15' front, side* and rear* yard landscape buffer setback
   (*Side and rear setbacks not required when adjacent to a shared drive isle or parking lot. In that case, side, and rear setback to equal zero (0).)

   Details: As measured from the road right-of-way. 15' landscape buffer required along the front, side, and rear.

   Notes: Provide large deciduous trees with a minimum 1.5" caliper, branched to a minimum of 6' height adjacent to all public sidewalks.

2. Mixed Use:

   15'-25'* front, 15' rear and 5' side yard landscape buffer setback (*Match landscape buffer for to building setback - see architectural requirements.)

   Street Tree Types: See recommended Planting List

   Additional Landscape Requirements: 1 Tree/100'. (50% evergreen, except for commercial and retail uses). Tree requirements applicable for front and rear buffers (unless covered by roadway requirements for unless a property line falls with a private drive)

   Notes: Provide large deciduous trees branched to a minimum of 6' height adjacent to all public sidewalks.

E. Internal Landscaping

   1. Commercial: 5%

      Details: 5% internal landscape area square footage required, excluding the area calculated for the buffer square footage (see section D above)

   2. Mixed Use: 5%

      Details: 5% internal landscape area square footage required, excluding the area calculated for the buffer square footage (see section D above)

F. Parking Lot Landscaping and Screening

   1. Parking Lot Screening is required for all parking facing an adjacent roadway or property line.
   2. Parking Lot Screening shall consist of 50% evergreen and/or other screening structure in the form of a screen wall or berm/planting combination.
   3. Single parking lot islands to receive a minimum of 1 tree/6 shrubs per island and double-parking lot islands to receive a minimum of 2 trees/12 shrubs per island.
   4. Storage yards in industrial parcels are exempt from parking lot island tree and shrub requirements.

G. Ground Plain Treatments

   Living ground plain treatments (low water variety sods, seed mixes, ground covers) are encouraged, however organic mulches and aggregates are acceptable. When organic mulches and aggregates are used, it is recommended living ground covers and planting materials cover mulches and aggregates to a 50% coverage: materials shown at mature size. Organic mulches need to be fibrous and wind resistant. Aggregates shall be selected to match building covers and size of aggregates shall be coordinated between sites. Recommended Seed Mixes (Other mixes may be suggested and reviewed)

   Seed Blends: Pure Live Seed Only

   1. Low Grow Prairie Grass Mix
      - Ephraim Crested Wheatgrass 30%
      - Perennial Ryegrass 25%
      - Blue Fescue 20%
      - Canada Bluegrass 15%
      - Chewings Fescue 10%

Rate: 30 Blk. Lbs/acre (PLS) – Irrigated

2. Tallgrass Prairie

• Big Bluestem	30%
• Little Bluestem	25%
• Switchgrass	20%
• Side oats grama	25%

Rate: 30 Blk. Lbs/acre (PLS) – Irrigated

3. Wetland Mix (For use in detention and riparian areas)

• Reed Canarygrass	45%
• Meadow Brome	25%
• Garrison Foxtail	20%
• Climax Timothy	5%
• Add – Tall Larkspur	5%

Rate: 30 Blk. Lbs/acre (PLS)

H. Recommended Plant Materials

Botanical Name / Common Name	Water Requirement
1. Street Trees (1.5" min. planting size)	
a. Acer x freemanii 'Autumn Blaze' Autumn Blaze Maple	Adaptable
b. Sorbus sitchensis Western Mountain Ash	Dry/Adaptable
c. Populus balsamifera ssp. trichocarp Black Cottonwood	Adaptable
d. Populus x deltoides spp. monilifera Plains Cottonwood	Adaptable
e. Populus x acuminate Lanceleaf Cottonwood	Adaptable
f. Celtis occidentalis* Western Hackberry	Dry
g. Fraxinus Americana Autumn Purple Ash	Dry/Adaptable
h. Populus Tremuloides Quaking Aspen	Adaptable
i. Gleditsia triacanthos Honey Locust	Dry/Adaptable
j. Farxinus pennsylvanica spp. Ash species	Adaptable
k. Salix alba Golden Russian Willow (For detention and riparian use)	Moist

*Use in native areas only - 5% max

2. Ornamental Trees (1.5” caliper min. planting size)
    a. Malus species — Adaptable
       Prairifire Crabapple / Louisa Crabapple
    b. Crataegus spp. — Dry to Adaptable
       Hawthorn
    c. Koelreuteria paniculata — Adaptable
       Golden Rain Tree
    d. Pyrus calleryana 'Prairie Gem' — Adaptable
       Prairie Gem Pear
3. Evergreen Trees (6’ height min. planting size)
    a. Picea pungens — Adaptable
       Blue Spruce*
       *At main Entry Locations Only - Preferably located in higher water use areas and outside of visibility triangles and corridors. Dwarf varieties are acceptable.
    b. Pinus flexilis 'Vanderwolf Pyramid' — Dry to Adaptable
       Pyramid Vanderwolf Pine
    c. Pinus ponderosa — Dry to Adaptable
       Ponderosa Pine
    d. Pinus nigra — Dry to Adaptable
       Austrian Pine
    e. Pinus edulis — Dry to Adaptable
       Pinon Pine
    f. Pseudotsuga menziesil — Adaptable
       Douglas Fir
4. Shrubs (5-gallon minimum plating size) Partial Shrub List

   For full shrub list please reference: Natural Resource Conservation Service (www.plant-materials.nrcs.usda.gov/mtpmc).

    a. Buddleja davidii nanhoenisis 'Petite Plum' — Dry to Adaptable
       Compact Purple Butterfly Bush
    b. Comus stolonifera spp. — Adaptable
       Redtwig Dogwood Species
    c. Fallugia paradoxa — Dry to Adaptable
       Apache Plume
    d. Juniperus horizontalis spp — Dry to Adaptable
       Horizontal Juniper species
    e. Juniperus scopulorum 'Rocky Mtn.' — Dry to Adaptable
       Rocky Mtn. Juniper
    f. Pervoskia atriplicifolla — Dry to Adaptable
       Russian Sage
    g. Potentilla fruticosa spp. — Dry to Adaptable
       Potentilla species

h. Prunus tenella — Dry to Adaptable
Dwarf Russian Flowering Almond

i. Rosa x spp. — Dry to Adaptable
Rose species

5. Ornamental Grasses (1 gallon min. planting size)

a. Calamagrostis acu. 'Karl Foerster' — Adaptable
Feather Reed Grass

b. Saccharum ravennae — Adaptable
Silver Plume Grass

c. Schizachyrium scoparium — Dry to Adaptable
Little Bluestem

d. Festuca glauca — Dry to Adaptable
Blue Fescue

6. Perennials

a. Aquilegia caerulea — Adaptable
Rocky Mtn. Columbine

b. Clematis x jackmanii — Adaptable
Purple Clematis

c. Leucanthemum x spuerbum 'Aglaia' — Adaptable
Double Shasta Daisy

d. Clematis temiflora — Adaptable
Sweet Autumn Clematis

e. Wildflowers (Many varieties)

Cultivars of the above noted plant materials are acceptable. The use of Russian Olive and other invasive species will not be allowed.

Note: Additional Plant Materials may be approved per local agency documentation and from the Natural Resource Conservation Service (www.plant-materials.nrcs.usda.gov/mtpmc).

G. Plant Materials & Ground Plane Materials

Plant materials were selected to provide vertical interest and emphasis, texture, and seasonal color. In addition, designers shall consider low maintenance, low water demand plants that once established, will take a minimum of care and maintenance. Many of the plants selected are native or adapted to Wyoming. Plants shall be grouped according to their size and water requirements for maximum benefit. The use of local aggregates and landscape mulches are encouraged.

H. Irrigation

For maximum efficiency and reduction of irrigation water use, it is recommended to install drip irrigation to native plant materials throughout The Villages for an established period, minimum of three growing seasons. Once plant materials are established, it is beneficial to supplement natural rainfall only if extreme drought conditions are experienced. Winter watering is also recommended if the health of the plants is in danger due to lack of winter precipitation. The irrigation system shall be controlled with an automatic controller with a rain sensor/shut-off device installed (ET based systems

are preferred). The irrigation backflow preventer shall be placed in a Protective Box or equal and located in a screened location.

Provide subsurface drip irrigation extending to all hanging baskets, ornamental pots and all trees located in native see areas.

Provide an irrigation plan and install irrigation components per City of Sheridan Municipal Code requirements. Refer to site specific geohazard report of irrigation setback requirements from building foundations.

I. Alternative Compliance

If an applicant needs to deviate from the adopted landscape design standards, the applicant shall provide on their company's letterhead an alternative compliance request. The request shall include the adopted landscape standard, the deviated and proposed standard and justification of the deviation request. The reviewing party shall administratively determine approval or denial of the application request.

J. Maintenance

Public landscaping (including street medians, public right-of-way, and other public dedicated tracts) shall be owned and maintained by the applicable public entity.

Private landscaping (including all landscaping on a private lot and dedicated private easements) shall be maintained by the private property owner or association entity. Private landscaping shall be planted and maintained in a neat, clean, and healthy condition by the owner. This shall include pruning, mowing of lawns, weeding, removal of litter and regular watering of all plantings. Should plant material die, the landscape contractor shall be responsible for the replacement of the plant(s) or tree(s) with two growing seasons after final acceptance and replacement shall be the owner's responsibility thereafter.

To achieve a uniform appearance and to reduce conflict, it is encouraged that one landscape contractor provide maintenance for all common landscape areas thus providing one primary source of contact and eliminating finger pointing if problems occur. The landscape contractor shall be responsible for starting the irrigation system in the spring, for winterizing the irrigation system in the fall and for maintaining the system throughout the year. Plant material shall be hand watered throughout the winter months (minimum watering schedule - monthly or bi-monthly as weather conditions permit).

CITY OF SHERIDAN
RESOLUTION 11-24

A RESOLUTION approving PL-23-50, the The Villages Master Plan, a master plan for 137 acres zoned Gateway Master Plan District. Located at Tracts 1, 3, 4 and 5 of The Villages - Phase 1 Minor Subdivision, PIN 56840440000300.

WHEREAS The Villages Master Plan has been reviewed for consistency with Appendix A (Zoning Ordinance) of the Sheridan City Code including the provisions of the Gateway District found in Sheridan City Code Appendix A 9C and applicable planning documents adopted by the City Council; and

WHEREAS, all applicable requirements for a master plan in a Gateway District have been met and all documents meet the applicable requirements in Appendix A (Zoning Ordinance) of the Sheridan Municipal Code.

Now, therefore, be it resolved by the City Council Governing Body:

The Villages Master Plan, a master plan for 137 acres zoned Gateway Master Plan District. Located at Tracts 1, 3, 4 and 5 of The Villages - Phase 1 Minor Subdivision.

PASSED, APPROVED, AND ADOPTED this 1st day of April 2024.

_____
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

_____, 2024 by _____.

_____
Notary Public
My commission expires _____.

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

RE: Public Hearing for PL-24-4, Resolution 12-24, Vacate 1,425 sq. ft. and Replat 2 Lots into 1 Located at 790-890 Crooks St. - Public Works Director Hanns Mercer

From: Hanns Mercer, Public Works Director

To: City Council

CC:

Date: 03/12/2024

Recommendation:

Staff recommends approval of PL-24-4, Resolution 12-24. The applicant, T4 SHR RE Investors, LLC, is requesting to vacate 1,425 square feet of a 15-foot east-west utility and access easement, located at 790-890 Crook St. Lots 1 and 2, Block 2, East Glacier Park Addition of the City of Sheridan, WY. Zoned M-1 Industrial District.

Background:

The applicant, T4 SHR RE Investors, LLC, is requesting to vacate 1,425 square feet of a 15-foot east-west utility and access easement, located at 790-890 Crook St. Lots 1 and 2, Block 2, East Glacier Park Addition of the City of Sheridan, WY.

The easement vacation is included in an Administrative Replat application for Lot 1A, Block 2 East Glacier Park Addition. A replat can be administratively approved by the Director of Public Works, however the easement requires a public hearing.

Nearest neighbor letters were sent by certified mail to adjacent property owners and utility companies. Affected utilities have been sent letters 30 days prior to the meeting, and are in favor of the vacation. As an adjacent property owner, BNSF railroad replied that they disapprove of the vacation.

Discussion:

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.

Public and private utility companies and adjacent property owners have been notified twice by certified mail, an ad was placed 7 days prior to the meeting and a sign posted on the property.

Attachments

Aerial
Correspondence
Replat
Resolution 12-24

East Glacier Park replat easement



PUD

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

CITY OF Sheridan
WYOMING

N

Miles 0 0.45 0.9

Date: 3/15/2024 10:17 AM User: sgoodman

Hi Mr Webb,

The owner of 760-890 Crook St in Sheridan WY is requesting to vacate an access and utility easement that is adjacent to railroad property and to replat the 2 lots into 1 lot. Please see the attached documents.

Sue Goodman
Planning Technician
City of Sheridan
307.675.4226

[Quoted text hidden]

Glacier util easement NN notification.pdf
1595K

Sue Goodman <sgoodman@sheridanwy.gov> Fri, Mar 15, 2024 at 10:37 AM
To: "Sharman, Tim" <Tim.Sharman@jll.com>

Hi Tim,
Are you in favor of the easement and access vacation?
[Quoted text hidden]
[Quoted text hidden]

Sue Goodman <sgoodman@sheridanwy.gov> Tue, Mar 19, 2024 at 10:48 AM
To: "Sharman, Tim" <Tim.Sharman@jll.com>

Good morning,
The utility and access easement has been scheduled for City Council approval on April 1st. Did you have any concern with the vacation?
[Quoted text hidden]

Sharman, Tim <Tim.Sharman@jll.com> Tue, Mar 19, 2024 at 3:44 PM
To: Sue Goodman <sgoodman@sheridanwy.gov>

Does BNSF have to sign anything?

[Quoted text hidden]

Sue Goodman <sgoodman@sheridanwy.gov> Tue, Mar 19, 2024 at 3:56 PM
To: "Sharman, Tim" <Tim.Sharman@jll.com>

No, you can just reply with your approval or disapproval and we will make a note of it.
[Quoted text hidden]
[Quoted text hidden]

Sharman, Tim <Tim.Sharman@jll.com> Tue, Mar 19, 2024 at 7:15 PM
To: Sue Goodman <sgoodman@sheridanwy.gov>

I will need to disapprove of this since BNSF will need all departments to review and approve.

Sue Goodman <sgoodman@sheridanwy.gov>

East Glacier Park

1 message

Chris Karn <chris.karn@mybluepeak.com> Tue, Mar 5, 2024 at 1:02 PM
To: "Sgoodman@sheridanwy.gov" <Sgoodman@sheridanwy.gov>
Cc: Michael Corbett <Michael.Corbett@mybluepeak.com>

Sue,

I wanted to let you know Bluepeak does not have any facilities located for the contemplated utility and easement vacation at 760-890 Croods Street. Please let me know if you need any other information.

If you could add me to the notification list I would appreciate the assistance.

Regards,

Chris Karn

Regional Director of Operations

P 605-721-2052

M 308-380-4646

E chris.karn@mybluepeak.com

Say hello to the future.
hellobluepeak.com

Sue Goodman <sgoodman@sheridanwy.gov>

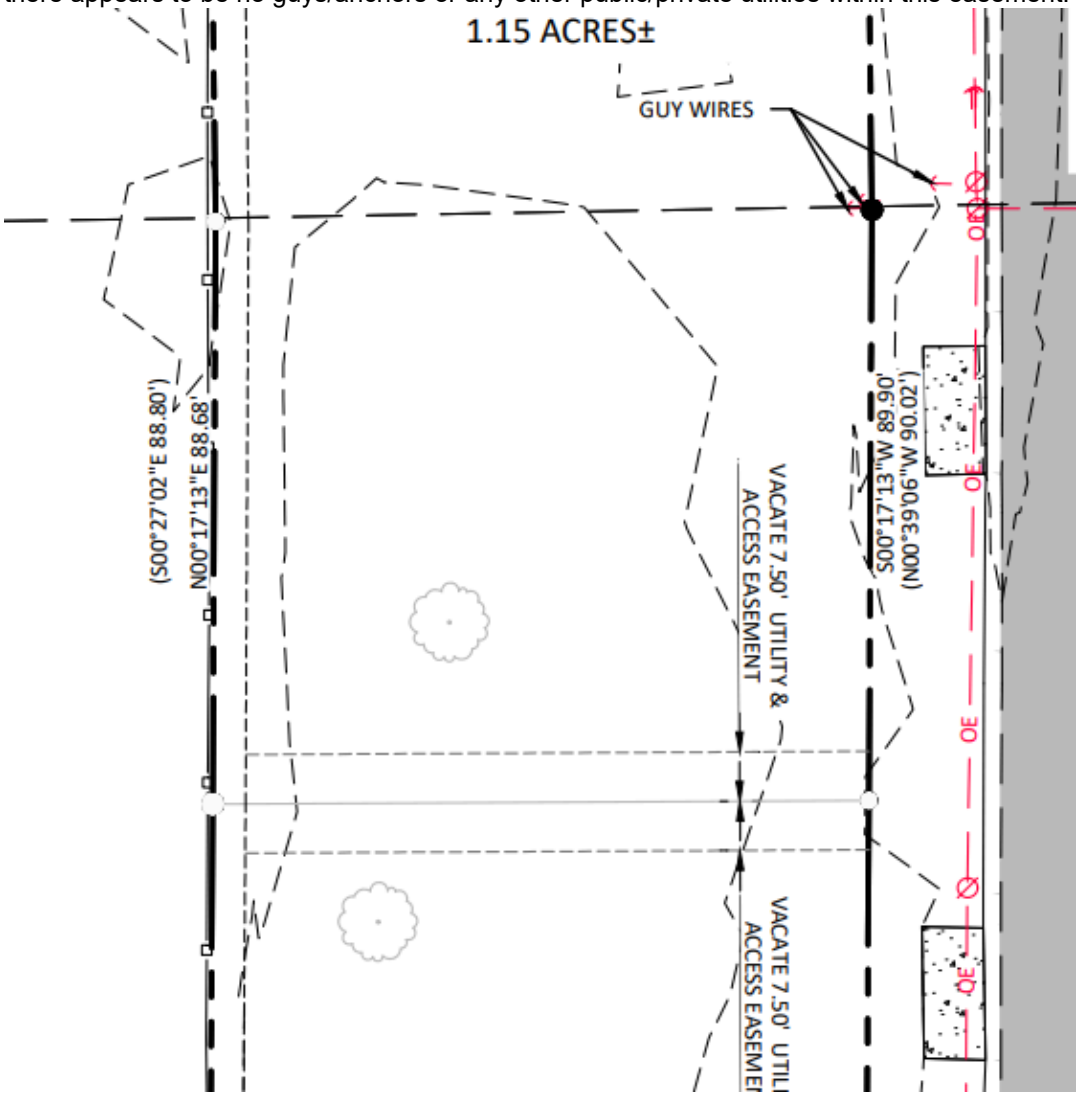
Access & Utility Easement Vacation in East Glacier Park Addition

6 messages

Thomas Morneau <tmorneau@sheridanwy.gov> Tue, Mar 12, 2024 at 2:38 PM
To: Nathan.Pierson@charter.com
Cc: Sue Goodman <sgoodman@sheridanwy.gov>

Good Afternoon Nathan,

I am reaching ou to you in regards to the requested access and utility easement vacation (15') between Lots 1 & 2 of the East Glacier Park Addition in Sheridan, WY. On 2/14/2024 you sent a response back to Sue Goodman that Charter has an issue with the vacation due to having guy/anchors within the easement. From the provided survey (see attached), there appears to be no guys/anchors or any other public/private utilities within this easement.



Does Charter still have an issue with this vacation? We have received no other comments from any other utility companies except for Lumen (CenturyLink) who had no issues.

Regards,

Thomas L. Morneau, P.E.
(307)-675-4228
City Engineer

23649-LS_Sheridan_DG_Replat-TOPO_2-7-2024_Tue_Feb_27_2024_09-13-42.pdf
830K

Pierson, Nathan A <Nathan.Pierson@charter.com> Tue, Mar 12, 2024 at 4:31 PM
To: Thomas Morneau <tmorneau@sheridanwy.gov>
Cc: Sue Goodman <sgoodman@sheridanwy.gov>

That map is easier to read! It originally looked like the easement was from the street back. If MDU doesn't have an issue we won't either. If our down guy/anchor isn't in jeopardy, we are OK with the vacation.

Nathan Pierson | Construction Coordinator |

307-752-8900 | 140 E Loucks St |

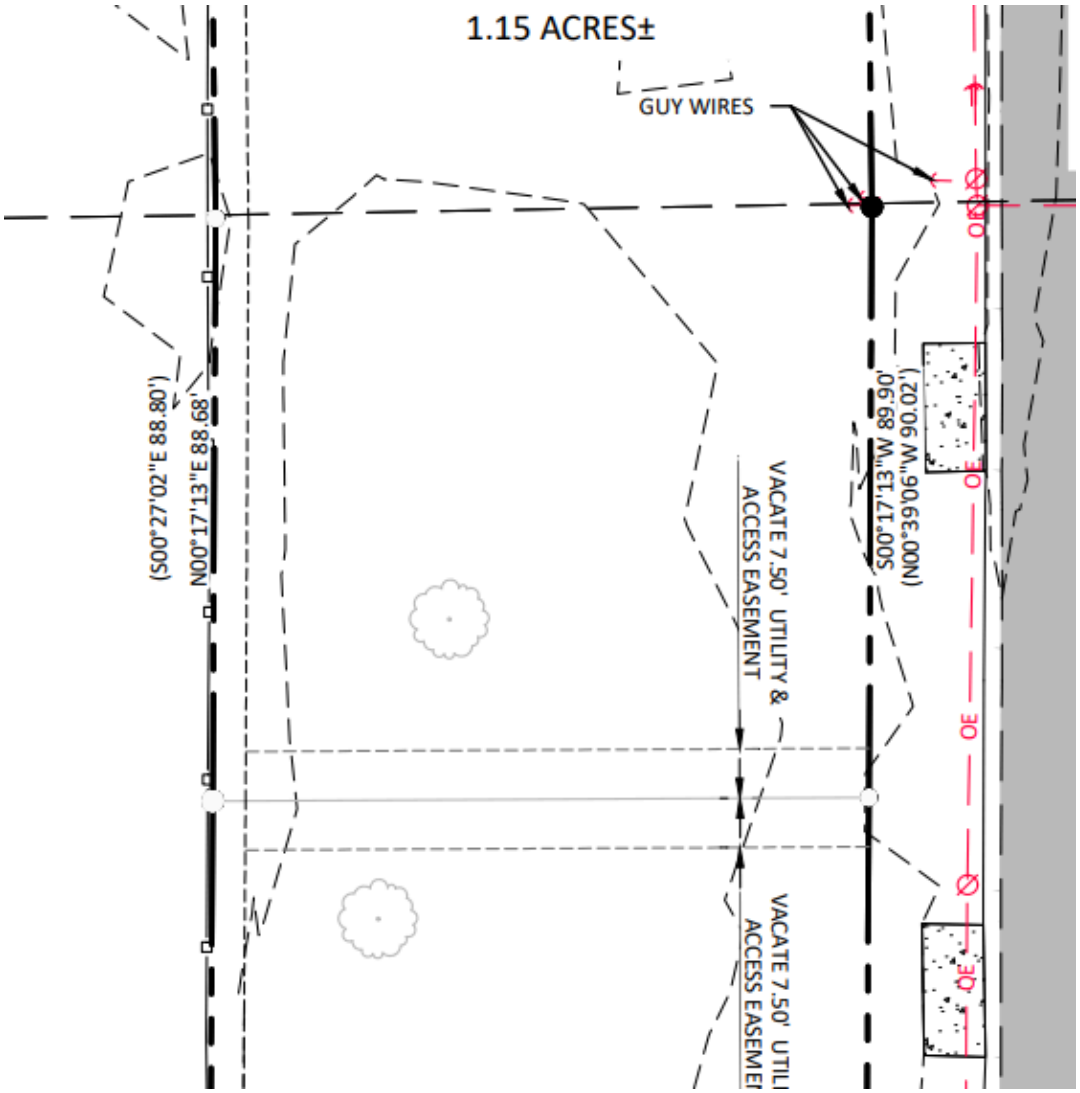
Sheridan, WY 82801

From: Thomas Morneau <tmorneau@sheridanwy.gov>
Sent: Tuesday, March 12, 2024 2:39 PM
To: Pierson, Nathan A <Nathan.Pierson@charter.com>
Cc: Sue Goodman <sgoodman@sheridanwy.gov>
Subject: [EXTERNAL] Access & Utility Easement Vacation in East Glacier Park Addition

CAUTION: The e-mail below is from an external source. Please exercise caution before opening attachments, clicking links, or following guidance.

Good Afternoon Nathan,

I am reaching ou to you in regards to the requested access and utility easement vacation (15') between Lots 1 & 2 of the East Glacier Park Addition in Sheridan, WY. On 2/14/2024 you sent a response back to Sue Goodman that Charter has an issue with the vacation due to having guy/anchors within the easement. From the provided survey (see attached), there appears to be no guys/anchors or any other public/private utilities within this easement.



Does Charter still have an issue with this vacation? We have received no other comments from any other utility companies except for Lumen (CenturyLink) who had no issues.

Regards,

Thomas L. Morneau, P.E.

(307)-675-4228

City Engineer

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Thomas Morneau <tmorneau@sheridanwy.gov> Wed, Mar 13, 2024 at 8:00 AM
To: "Pierson, Nathan A" <Nathan.Pierson@charter.com>
Cc: Sue Goodman <sgoodman@sheridanwy.gov>

Hi Nathan,

Thanks for the quick reply! MDU has not responded to our outreach with any concerns about the vacation.

Regards,

Thomas L. Morneau, P.E.
(307)-675-4228
City Engineer
CITY OF Sheridan WYOMING

[Quoted text hidden]

Pierson, Nathan A <Nathan.Pierson@charter.com> Wed, Mar 13, 2024 at 8:16 AM
To: Thomas Morneau <tmorneau@sheridanwy.gov>
Cc: Sue Goodman <sgoodman@sheridanwy.gov>

Ok. From the map you sent me, it looks like the property line is right at MDU's anchor, right?

Nathan Pierson |
Construction Coordinator |
307-752-8900 | 140 E Loucks St |
Sheridan, WY 82801

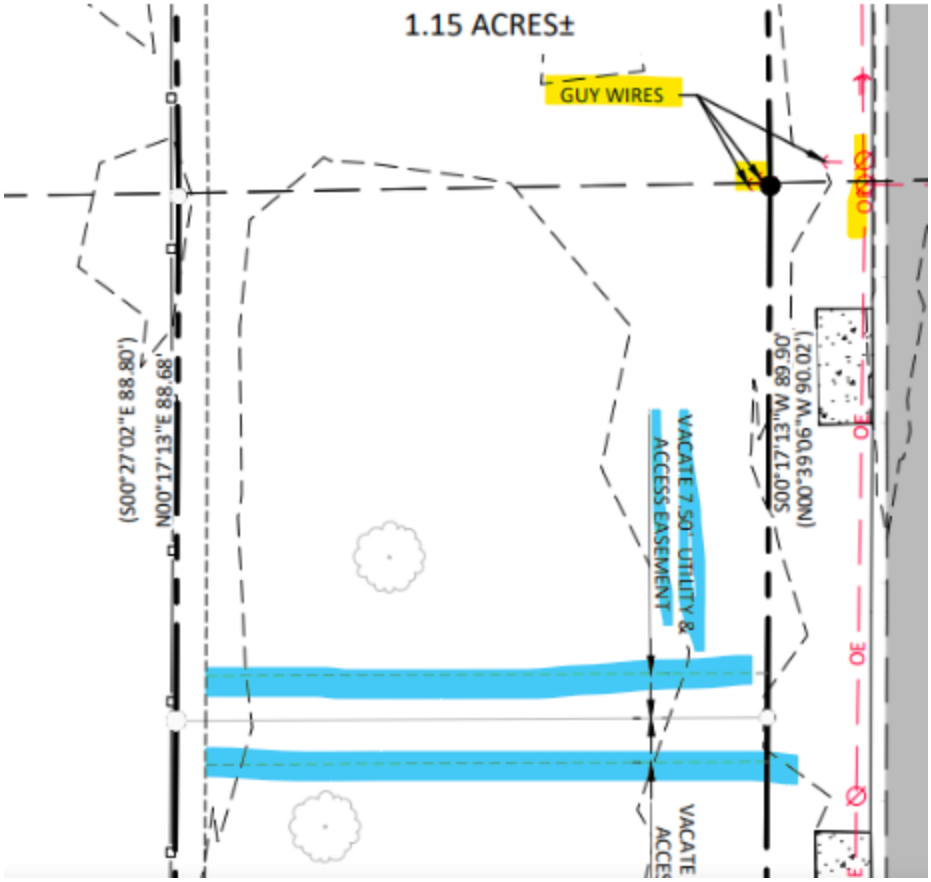
From: Thomas Morneau <tmorneau@sheridanwy.gov>
Sent: Wednesday, March 13, 2024 8:00:32 AM
To: Pierson, Nathan A <Nathan.Pierson@charter.com>
Cc: Sue Goodman <sgoodman@sheridanwy.gov>
Subject: Re: [EXTERNAL] Access & Utility Easement Vacation in East Glacier Park Addition

[Quoted text hidden]

Thomas Morneau <tmorneau@sheridanwy.gov> Wed, Mar 13, 2024 at 8:30 AM
To: "Pierson, Nathan A" <Nathan.Pierson@charter.com>
Cc: Sue Goodman <sgoodman@sheridanwy.gov>

Hi Nathan,

There are guy wires that are located right at the property line north of the easement.



Regards,

Thomas L. Morneau, P.E.
(307)-675-4228
City Engineer
CITY OF Sheridan WYOMING

[Quoted text hidden]

Pierson, Nathan A <Nathan.Pierson@charter.com> Wed, Mar 13, 2024 at 8:40 AM
To: Thomas Morneau <tmorneau@sheridanwy.gov>
Cc: Sue Goodman <sgoodman@sheridanwy.gov>

Ok. We don't have an issue with the vacation since the anchors are in the easement that will remain. Thanks for the info.

Nathan Pierson |
Construction Coordinator |
307-752-8900 | 140 E Loucks St |
Sheridan, WY 82801

From: Thomas Morneau <tmorneau@sheridanwy.gov>
Sent: Wednesday, March 13, 2024 8:30:44 AM
[Quoted text hidden]

[Quoted text hidden]

LUMEN

February 14, 2024

City of Sheridan
Sue Goodman

Re: East Glacier Park Easement Vacation between Lots 1 and 2 of Block 2

The above-mentioned utility easement falls within CenturyLink's certified territory and can be provided telephone service under the Land Development Tariff on file with the Wyoming Public Service commission as of 1/28/2008. Abandonment of the current easement as shown on the Lot 1A, Block 2, replat is satisfactory.

Please feel free to call me on 307-682-7241 if you have any questions or need more specific information.

Sincerely,



Shelby Allen
Field Engineer
Gillette Wyoming
Ph: 307-682-7241
Cell: 307-299-8468

Sue Goodman <sgoodman@sheridanwy.gov>

access and utility easement vacation in East Glacier Park Addition

Lawler, Christopher <Christopher.Lawler@mdu.com> Tue, Feb 27, 2024 at 4:35 PM
To: Sue Goodman <sgoodman@sheridanwy.gov>
Cc: "Hartje, Lynn" <lynn.hartje@mdu.com>

Sue,

We don't see any of our facilities currently installed in the area they are requesting to vacate for MDU Gas or Electric . MDU has no objection to the vacation.

Regards,

Chris Lawler

District Operations Manager III

Montana-Dakota Utilities Co.

2324 Dry Ranch Rd

Sheridan, WY 82801

(307)674-3545 Office

(307)751-4608 Cell

From: Sue Goodman <sgoodman@sheridanwy.gov>
Sent: Wednesday, February 14, 2024 1:06 PM
To: Lawler, Christopher <Christopher.Lawler@mdu.com>; Bridget France <bridget.france@charter.com>; zjon.may@range.net; Tracy Jones <tracyj@precorp.coop>; Dan Coughlin <dcoughlin@sheridancounty.com>; Steinhorst, Carson <Carson.Steinhorst@mdu.com>; DG Elections <elections@sheridancountywy.gov>; Hartje, Lynn <lynn.hartje@mdu.com>; Nathan Pierson <Nathan.Pierson@charter.com>; Allen, Shelby <Shelby.Allen@lumen.com>
Subject: access and utility easement vacation in East Glacier Park Addition

You don't often get email from sgoodman@sheridanwy.gov. Learn why this is important

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[Quoted text hidden]

3 attachments

Sue Goodman <sgoodman@sheridanwy.gov>

Utility vacation

Rosemary Corbin <rcorbin@visionarybroadband.com>
To: Sue Goodman <sgoodman@sheridanwy.gov>
Cc: Johney Mikkelson <jmikkelson@visionarybroadband.com>

Sue,

I reached out to our engineering team and verified that Visionary does not have any facilities in the area. Please let me know if you have any questions.

Have a good day!

Rosemary Corbin
PMO Director

From: Aaron Saeger <asaeger@visionarybroadband.com>
Sent: Wednesday, March 13, 2024 12:47 PM
To: Rosemary Corbin <rcorbin@visionarybroadband.com>
Subject: RE: Utility vacation

Nothing around there from what I see.

March 15, 2024

Sue Goodman
City of Sheridan
Sheridan, WY 82801

RE: East Glacier Park Utility Easement vacation
Sheridan, WY 82801

Ms. Sue;

This letter serves to notify all parties involved, that A.C.T. (Advanced Communications Technology), DBA Range, approves of the easement vacation as described in an letter from Sue Goodman dated 2/14/2024.

If you have any questions or comments, please contact me at (307) 673-0910 or email ty.fauber@range.net Thank you.

Sincerely,

Ty Fauber
Engineer
Range- Sheridan office

Rosemary Corbin

PMO Director

[Quoted text hidden]
[Quoted text hidden]

Pierson, Nathan A <Nathan.Pierson@charter.com> Wed, Mar 13, 2024 at 2:20 PM
To: Sue Goodman <sgoodman@sheridanwy.gov>

Thank you.

Nathan Pierson | Construction Coordinator |

307-752-8900 | 140 E Loucks St |

Sheridan, WY 82801

From: Sue Goodman <sgoodman@sheridanwy.gov>
Sent: Wednesday, March 13, 2024 11:29 AM
Subject: [EXTERNAL] Utility vacation

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[Quoted text hidden]
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Dan Coughlin <dcoughlin@sheridancountywy.gov> Mon, Mar 18, 2024 at 2:14 PM
To: Sue Goodman <sgoodman@sheridanwy.gov>
Cc: Cameron Duff <cduff@sheridancountywy.gov>, Christi Haswell <chaswell@sheridancountywy.gov>

Sue,

SAWSJPB has no infrastructure or future plans to do so.

SAWSJPB has no objection to the easement vacation in the East Glacier Park replat.

Dan Coughlin

Administrator

307-675-2931

dcoughlin@sheridancountywy.gov

SAWSJPB Web Site: SAWS (Sheridan Area Water Supply) - Sheridan County Wyoming

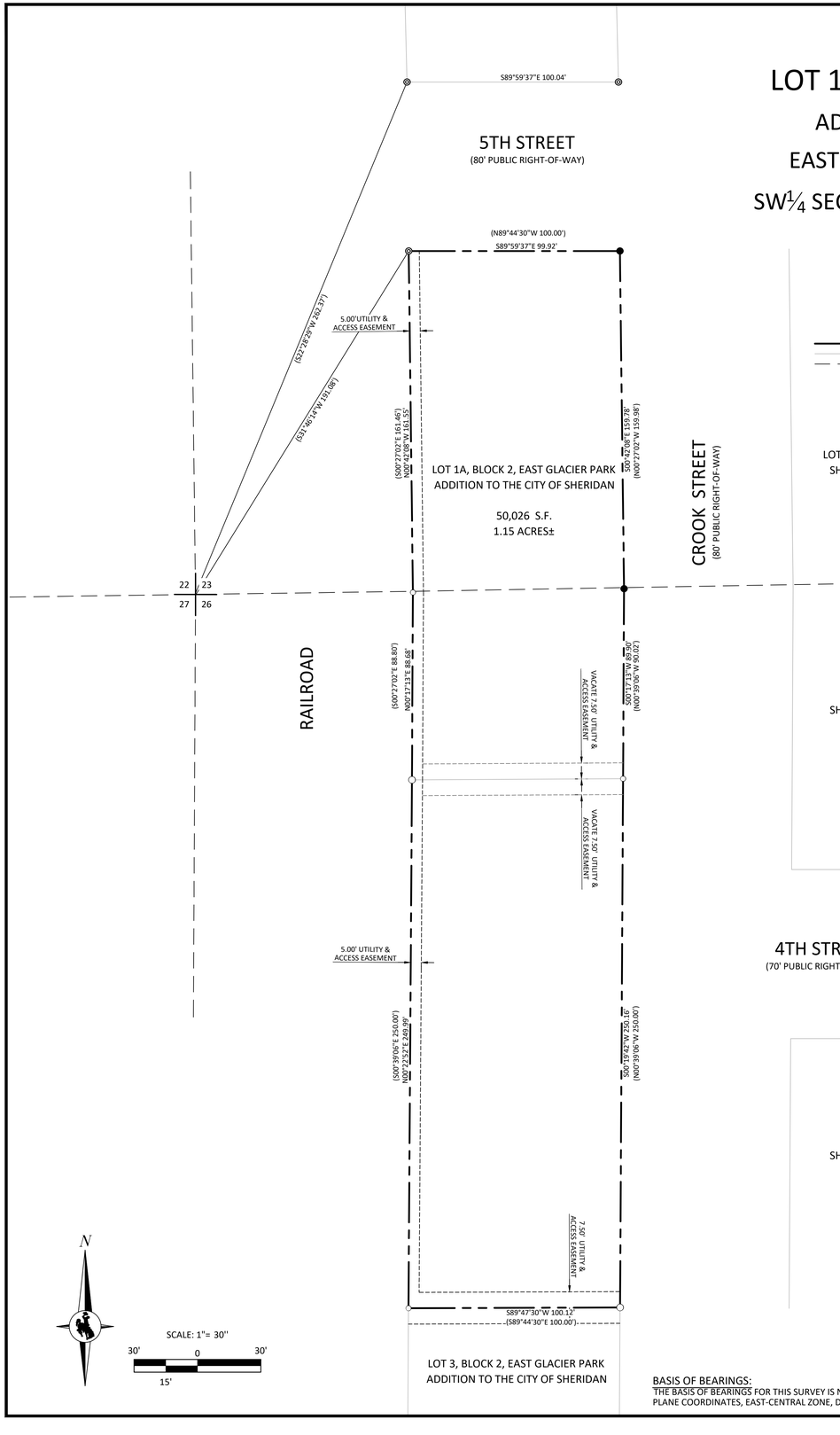
Sheridan County Mapping:https://maps.greenwoodmap.com/sheridan/

City of Sheridan Mapping: City Of Sheridan, WY (sheridanwy.net)

From: Sue Goodman <sgoodman@sheridanwy.gov>
Sent: Wednesday, March 13, 2024 11:29 AM
Subject: Utility vacation

[Quoted text hidden]

FINAL PLAT OF
LOT 1A, BLOCK 2, EAST GLACIER PARK ADDITION
ADMINISTRATIVE REPLAT OF LOTS 1 AND 2, BLOCK 2,
EAST GLACIER PARK ADDITION TO THE CITY OF SHERIDAN,
SW¼ SECTION 23 & NW¼ SECTION 26, T.56N., R.84W., 6TH P.M.,
SHERIDAN COUNTY, WYOMING.



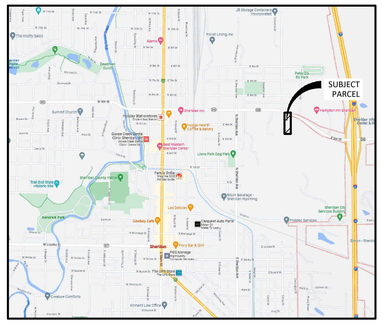
LEGEND
- ● 2" DIA. ALUMINUM CAP ON REBAR SET
- ○ ALUMINUM CAP FOUND
- ◎ BRASS CAP FOUND
- ○ REBAR FOUND
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- SIXTEENTH SECTION LINE
- ( ) RECORD DATA

LOTS 1, 2, 3, 4, 5, & 6, BLOCK 29
SHERIDAN LAND COMPANY'S ADDITION

LOTS 7 & 8, BLOCK 29
SHERIDAN LAND COMPANY'S ADDITION

4TH STREET
(70' PUBLIC RIGHT-OF-WAY)

LOT 6, BLOCK 33
SHERIDAN LAND COMPANY'S ADDITION



VICINITY MAP
1"=1000'

N

BASIS OF BEARINGS:
THE BASIS OF BEARINGS FOR THIS SURVEY IS NAD83 WYOMING STATE PLANE COORDINATES, EAST-CENTRAL ZONE, DISTANCES ARE AT GROUND.

SURVEYOR'S CERTIFICATION

I, Randall S. Stelzner, 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 Lot 1A, Block 2, East Glacier Park Addition to the City of Sheridan, 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.

Randall S. Stelzner
Registered Land Surveyor

Number: LS 5134

CERTIFICATE OF APPROVAL CITY COUNCIL

Approved by the city council of the City of Sheridan, Wyoming

this_____ day of _____, 2024

_____
Attest: City Clerk

_____
Mayor

CERTIFICATE 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 _____, ____, by the Director of Public Works of Sheridan, Wyoming.

_____
Director of Public Works

DECLARATION VACATING PREVIOUS PLATTING

This plat is the resubdivision of Lots 1 and 2, Block 2, East Glacier Park Addition to the City of Sheridan, as recorded in Drawer Number E, Instrument Number 12, of the records of the Sheridan County Clerk. All earlier plats or portions thereof encompassed by the boundaries of this plat are hereby vacated.

CERTIFICATE OF OWNERSHIP

Know all men by these presents that the undersigned T4SHR RE Investors, 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 Lot 1A, Block 2, East Glacier Park Addition, is located in SW¼SW¼, Section 23, Township 56 North, Range 84 West, Sheridan, Sheridan County, Wyoming, more particularly described as follows:

Lot 1A, Block 2, East Glacier Park Addition to the City of Sheridan

and contains an area of 1.15 acres, more or less, and

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

That the undersigned owner(s) of the land shown and described on this plat does (do) hereby dedicate to the City of Sheridan and its licensees for public use for the indicated purposes, all streets, alleys, easements and other public lands within the boundary lines of the plat, as indicated, and not already otherwise dedicated for public use.

Utility easements, as designated on this plat, are hereby dedicated to the City of Sheridan and its licensees for public use for the purpose of installing, repairing, reinstalling, replacing and maintaining sewers, water lines, gas lines, electric lines, telephone lines, cable TV lines and other forms and types of public utilities now or hereafter generally utilized by the public.

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 _____, A. D., 2024, By: _____, Title: _____ ____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 2024,

By: _____, Title: _____,
of T4SHR RE Investors, LLC, as a free and voluntary act and deed.

Witness my hand and official seal.

_____
Notary Public

My Commission Expires: _____

PRELIMINARY

CERTIFICATE OF RECORDING

This plat was filed for record in the Office of the Clerk and Recorder at ____ o'clock ____.M.,

_____, 2024, and is duly recorded in Book _____, Page No. _____.

_____
County Clerk

INBERG-MILLER ENGINEERS
ESTABLISHED 1911
1300 E US HWY 14-16
GILLETTE, WY 82716
(307) 682-5000
www.inberg-miller.com
DRAWN BY MDH

DATE: 3/22/2024 23649-LS
23649-LS Sheridan Replat.DWG

CITY OF SHERIDAN
RESOLUTION 12-24

A RESOLUTION vacating a 1425 square foot utility and access easement within the City Limits of Sheridan, Wyoming, located south of E 5th St at 790-890 Crooks St. Lots 1 and 2, Block 2, East Glacier Park Addition of the City of Sheridan, WY. Zoned M-1 Industrial District.

WHEREAS, the property owners have petitioned the City Governing Body requesting that the utility and access easement be vacated; and

WHEREAS, the adjacent property owner, BNSF railroad, replied that they disapprove of the utility and access easement vacation; and

WHEREAS, this request for an access and utility easement vacation meets the requirements of Sheridan City Code Appendix B, §205.

Be it resolved by the City of Sheridan Governing Body :

That the access and utility easement located in Lots 1 and 2, Block 2, East Glacier Park Addition of the City of Sheridan, WY, is hereby vacated.

PASSED, APPROVED, AND ADOPTED this_____of _____ 2024.

_____

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

_____, 2024 by _____.

_____
Notary Public
My commission expires _____.

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

Executive

MEMORANDUM

RE: Appointment of Debra Dudrey to the Fire Department Civil Service Commission to fill the remainder of Mark Chapa's term, expiring December 31, 2026.

From: Richard Bridger, Mayor

To: City Council

CC: City Administrator Stuart McRae

Date: 04/04/2024

Recommendation:

I would like to recommend the appointment of Debra Dudrey to the Fire Department Civil Service Commission to fill the remainder of Mark Chapa's term, expiring December 31, 2026.

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

Executive

MEMORANDUM

RE: Appointment of Aaron Linden to Audit & Employee Relations Committees to fill the remainder of Shawn Day's terms expiring, December 31, 2024.

From: Richard Bridger, Mayor

To: City Council

CC: City Administrator Stuart McRae

Date: 04/01/2024

Recommendation:

I would like to recommend the appointment of Aaron Linden to the Audit Committee and Employee Relations Committee to fill the remainder of Shawn Day's term on both committees, expiring December 31, 2024.

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

Clerk

MEMORANDUM

RE:	**Minutes of Regular Council Meeting March 18, 2024**
From:	Cecilia Good, City Clerk
To:	City Council
CC:	
Date:	

Discussion:

Please see attached draft minutes.

Attachments

Minutes

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

Treasurer

MEMORANDUM

RE: **Claims**
From:
To: City Council
CC:
Date:

Discussion:
Please see attached Claims list.

Attachments

Claims

Vendor	Description	Invoice Net
Elan Financial Services	dress pants, dry cleaning	$114.13
Elan Financial Services	cleaning supplies, dry cleaning, keys, lock	$975.68
Elan Financial Services	lodging, fuel, internet	$772.50
Elan Financial Services	TRAINING AND EMPLOYEE RECOGNITION	$110.00
Elan Financial Services	software, supplies	$613.52
Elan Financial Services	fuel, food	$394.61
Elan Financial Services	lodging, fuel, clothing, supplies	$3,663.21
Elan Financial Services	Wyo. DEQ 5 year discharge permit renewal	$1,035.00
Elan Financial Services	uniforms, shoes, memberships, patches, badges	$1,160.08
Elan Financial Services	phone bill, software	$554.02
Elan Financial Services	shipping	$30.65
307 Auto Glass LLC	Replacement windshield for PK201	$355.00
A Plus Plumbers & Appliance Repair LLC	Shop - rplcd backflow & ball vlv for fire hose	$331.60
A|D Creative Inc	Logo and Branding design	$2,827.15
Ace Hardware-Newkirk	bags of concrete - valve repair Sheridan Ave	$25.68
Ace Hardware-Newkirk	bags of concrete - valve repair Sheridan Ave	$25.68
Ace Hardware-Newkirk		$93.96
Ace Hardware-Newkirk	Bench grinder for KGC	$109.99
Ace Hardware-Newkirk	Hardware for KGC shop	$33.44
AlphaGraphics of Wyoming	PD123 - numerical decals	$32.09
AlphaGraphics of Wyoming	Museum Gallery Tags for 1st Floor Display Case	$45.79
AlphaGraphics of Wyoming	Cards	$184.50
Amazon Capital Services #A33MIR27FEZI	fridge water filter	$37.58
Amazon Capital Services #A33MIR27FEZI	ITEM: Grow Positive Thoughts Framed Affirmations	$20.98
Amazon Capital Services #A33MIR27FEZI	windsock, flag, window tint	$160.02
Amazon Capital Services #A33MIR27FEZI	cash register paper, gift bags	$38.84
Amazon Capital Services #A33MIR27FEZI	solid slate drives	$399.90
Amazon Capital Services #A33MIR27FEZI	table	$39.49
Amazon Capital Services #A33MIR27FEZI	ink for printer 414a	$206.78
Amazon Capital Services #A33MIR27FEZI	facial tissue	$35.33
Amazon Capital Services #A33MIR27FEZI	storage cabinets	$317.97
Amazon Capital Services #A33MIR27FEZI	ITEM: NETGEAR 8-Port Gigabit Ethernet Smart Switc	$64.99
Amazon Capital Services #A33MIR27FEZI	ITEM: Anepoch V6W33 Laptop Battery Replacement f	$52.99
Amazon Capital Services #A33MIR27FEZI	Office Supplies and Hazmat stickers	$57.39
Amazon Capital Services #A33MIR27FEZI	Waterproof thermometer (lab supplies)	$28.28
Amazon Capital Services #A33MIR27FEZI	CS organization/cleaning	$188.19
Amazon Capital Services #A33MIR27FEZI	tv bracket, remote control, extension cord	$41.32
Amazon Capital Services #A33MIR27FEZI	bankers boxes	$55.64
Amazon Capital Services #A33MIR27FEZI	kitchen mat	$37.58
Amazon Capital Services #A33MIR27FEZI	dual radio access point	$710.16
AT&T Mobility	Aircard Charges	$480.48
Big Horn Sanitation	Monthly Port-A-Potty Rental at Landfill	$126.50
Big Horn Tire Inc	WC713 - 315/80R22.5 Toyo M920 tires (2)	$1,191.48
Big Horn Tire Inc	WC718 - 315/80R22.5 Toyo M920 tires (2)	$1,191.48
Big Horn Tire Inc	WC78 - 315/80R22.5 Toyo M920 tires (2)	$1,191.48
Brian's Boot & Shoe Company	Shop - steel toe boots for Erik K.	$179.95
Burns & Mc Donnell	LRCM Prof. Svcs. - Feb. 2024	$95,029.49
Carquest Auto Parts	air filter	$8.87
Carquest Auto Parts	diesel exhaust fluid	$45.60

Carquest Auto Parts	fuel/water seperator	$25.89
Carquest Auto Parts	spark plug	$9.71
Carquest Auto Parts	oil filter	$2.62
Carquest Auto Parts	air filter, tire shine	$33.11
Carquest Auto Parts	tire shine	$24.44
Carquest Auto Parts	lube, air`	$93.42
Carquest Auto Parts	xtraclear	$26.78
Carquest Auto Parts	air filter	$12.59
Carquest Auto Parts	air element, fuel/water separator, lube, filter	$255.34
Carquest Auto Parts	hydraulic	$51.79
Carquest Auto Parts	oil filter, air filter	$12.94
Carquest Auto Parts	air filter, oil filter	$11.29
Carquest Auto Parts	fuel spin-on	$31.14
Carquest Auto Parts	mini bulb	$11.88
Carquest Auto Parts	Oil, Oil Filter, Etc.	$93.14
Carquest Auto Parts	air filter return	($33.11)
Carquest Auto Parts	Starting fluid and brake clean for KGC	$28.18
CDG Engineers Inc	W. 5th St. Bridge - Prof Svcs 2/1/24 - 2/29/24	$10,990.00
CDG Engineers Inc	S. Downtown - Prof. Svcs. 2/1/24 - 1/20/24	$24,155.50
Charter Machine Company	Belt Press Roller Replacement 22" WWTP	$10,089.85
CivicPlus LLC	NextRequest Software (public records software) one	$1,826.71
CMI-Teco	Shop supplies - 25lb box shop rags	$90.62
CMI-Teco	WC701 - pump	$63.51
CMI-Teco	RC332 - mirror	$255.21
CMI-Teco	WC701 - glass	$148.76
CMI-Teco	WC718 - switch	$232.26
Collection Professionals Inc	CPI #1885 Collections - 2/1-2/29/2024	$159.12
Comtronix	Fire monitoring services for City Hall for April t	$126.00
Comtronix	Fuel and Labor for access control maintenance City	$175.00
Croell Redi-Mix Inc	Slurry for leak repair- 111 W 16th st	$1,410.00
Dome Lake Reservoir Company	shares of Dome Lake	$6,194.85
Elevated Safety LLC	Elevated Safety-Class 3 Harnesses for Bailout Trng	$263.93
Employ LLC	temporary labor for Recycling	$4,425.20
Employ LLC	temporary labor for recycling	$5,603.65
Employ LLC	temporary labor for recycling	$4,829.24
Energy Laboratories Inc	WY5600052- TOC sample analysis invoice	$271.00
Enviro-Clean Equipment Inc	ST343 - 3rd broom all wire 750mm	$1,628.70
Enviro-Clean Equipment Inc	ST343 - bearing & guide wheel	$30.62
Floyd's Truck Center WY	ST333 - pin assy 1.000x2.25 OH GRS+	$1,001.60
Floyd's Truck Center WY	RC363 - pickup tube kit	$91.29
Floyd's Truck Center WY	ST333 - coolant tube	$149.89
Floyd's Truck Center WY	ST333 - coolant tube assy & gauge module	$368.94
Floyd's Truck Center WY	return pump	($375.00)
Fremarek Inc	Shop supplies - pro-flex & hand cleaner	$173.68
Fremarek Inc	Shop supplies - speed wipes plus	$191.18
Harris Computer Systems	April software fees	$746.69
Harris Computer Systems	April software charges	$58.50
Home Depot Credit Services	Shop tool - drill pump kit	$19.51
Home Depot Credit Services	Paint Supplies/Screws for Barricade Repair	$109.79
Home Depot Credit Services	Janitorial supplies for Parks	$52.70

Home Depot Credit Services	Concrete for KGC bollards	$58.88
Home Depot Credit Services	Impact wrench for Parks	$366.21
Home Depot Credit Services	Janitorial supplies for Parks	$164.95
Home Depot Credit Services	Barrier fence for Blacktooth Park	$564.75
Home Depot Credit Services	Drill bits and drivers for Parks	$163.82
Home Depot Credit Services	MKE 14 inch bolt cutters for station GJ 3-16-2024	$36.97
Home Depot Credit Services	Paint;Paint Supplies	$75.91
IBS Inc	Shop supplies - connectors, sockets, pins, discs,	$886.00
iCrave Industries	PD120 - R&R alternator & batt cbl dist fuse blk	$1,250.92
Interstate Engineering Inc	Kendrick Park Pool Prof. Svcs. 1/7/24 - 3/16/24	$8,470.00
Interstate Power Systems	WP3001 - annual aerial inspection	$1,649.46
Interstate Power Systems	TS366 Bucket Truck Yearly Inspection 2024	$1,771.13
J&B Medical Supply Inc	Simulaids Smart Stat Basic with Ipad AFG Grant	$18,250.00
John Deere Financial #1111308145	T posts for Parks	$91.80
John Deere Financial #1111308145	Pants- Carter E	$182.96
Joshua A Meyers	Safe Rides Feb 2024	$336.00
Kenny L Rolfe Matco Tools	Shop tools - 6 long 3/8 point taper	$33.08
Kenny L Rolfe Matco Tools	Shop tools - 4" hammer	$42.11
KnowBe4 Inc	KnowBe4 Testing/Training Annual Fees	$5,216.40
Kois Brothers Equipment Co	Vac truck repairs	$971.97
Kois Brothers Equipment Co	WC314 - PT shoe block (2)	$1,417.00
Lawson Products Inc	Shop - prem 32x152 d/wgtoil only RII	$216.47
Lube Refiners LLC	PD222 - LOF service	$81.06
Lube Refiners LLC	PD1_12 - LOF service	$63.95
Luke A Goddard	SFR Medical Doctor Coverage for April 2023	$500.00
M&K Rentals	Skid steer rental for Parks	$179.64
Main Frame	Outgoing Council Member Pic Frame, Brass Plate, S.	$178.57
Memorial Monuments & Vaults Inc.	Engraving for columbarium shutter	$263.00
Montana Dakota Utilities Co	partial MDU bills	$20,658.53
Moxey Schreiber Veterinary Hospital	K-9 Keva Vet	$253.50
Mullinax Concrete Service & Irrigation	57 rock for Huntington Dog Park	$63.51
Napa Auto Parts	Headlight bulb for PK278	$19.99
Napa Auto Parts	return of axle	($275.19)
Napa Auto Parts	led lamp	$24.28
Napa Auto Parts	axle	$108.19
Napa Auto Parts	axle shaft	$115.94
Napa Auto Parts	brake wheel cylinder	$32.39
Napa Auto Parts	male elbow	$43.18
Napa Auto Parts	alarm	$40.91
Napa Auto Parts	lamp, lens, back up alarm	$195.27
Napa Auto Parts	stemco	$79.19
Napa Auto Parts	heat shrink tubing	$24.90
Napa Auto Parts	battery	$809.96
Napa Auto Parts	hand cleaner	$37.99
Napa Auto Parts	hand cleaner	$37.99
Napa Auto Parts	gunite	$132.29
Napa Auto Parts	trailer	$134.50
Napa Auto Parts	trailers	$134.50
Napa Auto Parts	oil pressure switch	$57.59
Napa Auto Parts	wheel bearing and hub	$245.00

Napa Auto Parts	air filter	$54.28
Napa Auto Parts	hub bearing assembly	$279.55
Napa Auto Parts	hose clamp	$15.30
Napa Auto Parts	Various dept fleet supplies/parts	$24.99
Napa Auto Parts	Various dept fleet supplies/parts	$24.99
Napa Auto Parts	4 ton utility stand	$489.00
Napa Auto Parts	wheel bearing and hub	$213.29
Napa Auto Parts	oil drain, funnel	$461.24
National Fire Protection Association (NFI	Annual Subscription to the National Fire Codes for	$1,725.00
Newman Signs Inc	(2) Manure Signs with Directional Arrows	$167.60
Norco Inc	XL and Large Puncture Proof Gloves	$768.00
Norco Inc	Case of Wypall Paper Towels	$104.60
Norco Inc	Glass Cleaner, Earplug and Gloves	$175.53
Norco Inc	(5) 2XL Zip Up Sweatshirts	$124.90
Norco Inc	XL and Large Cowhide Gloves	$142.09
Norco Inc	Nitrile Gloves x 4 boxes	$26.04
Norco Inc	Shop Paper Towel Dispenser and Paper Towel Roll	$257.46
Norco Inc	Medium Puncture Proof Gloves	$256.00
Norco Inc	2XL Puncture Proof Gloves and Large Black Stallion	$129.68
Norco Inc	XL Cowhide Gloves	$76.51
Norco Inc	Janitorial supplies for Parks	$337.02
Norco Inc	Janitorial supplies for cemetery	$348.11
Norco Inc	Shop supplies - case of paper towels	$142.09
Novus Glass	PD113 - windshield repair	$55.00
Office Shop Inc	engineering copier costs February	$287.60
Office Shop Inc	UM copier charges	$32.04
Office Shop Inc	3rd floor copy charges	$231.07
Office Shop Inc	1st floor copy charges	$282.24
Office Shop Inc	CSC copier usage 3/2/24 - 4/1/24 #1994-04	$44.40
One-Time Customer Refund Vendor	Deposit Refund-1050 N Sheridan Ave	$70.69
One-Time Customer Refund Vendor	Deposit Refund - 1472 North Heights Rd	$81.86
One-Time Customer Refund Vendor	Deposit Refund - 52 S Main St #San	$86.50
One-Time Customer Refund Vendor	Deposit Refund - 1405 Highland Ave	$73.12
One-Time Customer Refund Vendor	Deposit Refund - 559 Coffeen Ave.	$2.22
One-Time Customer Refund Vendor	Deposit Refund-33 W Brundage St #401	$66.02
One-Time Employee Reimbursement Ver	Reimbursement of station boots for KCondos 3-13-20	$158.95
One-Time Employee Reimbursement Ver	Travel Reimbursement for meals per diem March 3-7,	$265.50
One-Time Employee Reimbursement Ver	Meals per diem for PJuergens Cheyenne, WY March 3-	$265.50
One-Time Employee Reimbursement Ver	Meals per diem for ZMcLain Cheyenne, WY March 3-7,	$265.50
One-Time Employee Reimbursement Ver	Reimbursement for meals per diem March 3-7, 2024-a	$265.50
One-Time Employee Reimbursement Ver	Meals Per Diem for MGalloway attend Strategies & T	$147.50
One-Time Employee Reimbursement Ver	Reimbursement for meals per diem and fuel (2 recei	$270.96
One-Time Employee Reimbursement Ver	Custom Radio Strap for MGalloway 3-7-2024	$50.00
One-Time Employee Reimbursement Ver	Reimbursement for custom radio strap and glove str	$75.00
Pace Analytical Services LLC	WY5600052- BacT sample analysis invoice	$551.10
Powder River Heating & Air Conditioning	Service Call: Air Handler/Grease Facility	$822.55
Powder River Power of Sheridan Inc	sockets	$257.30
Powder River Power of Sheridan Inc	hydro power -blow off	$253.42
Powder River Power of Sheridan Inc	WC713 - hardware/bolts	$11.04
Powder River Power of Sheridan Inc	RC332 - o-rings & brass fittings	$60.16

Powder River Power of Sheridan Inc	WC713 - hyd hose, assy & fittings	$114.44
Powder River Power of Sheridan Inc	Shop supplies - XL orange nitrile gloves	$99.51
Powder River Power of Sheridan Inc	Shop suppies - fittings & air hose	$31.95
Quill LLC	return of folders	($38.99)
Quill LLC	mouse pad	$4.49
Quill LLC	folders	$45.78
Randall Engineering Surveys	Pros. Svcs. City Initiated Annexations & Sher Ave/	$1,050.00
Roll 'N' Rite Doors Inc	Interlock System for Large Garage Doors	$3,554.67
Roll 'N' Rite Doors Inc	Shop - lubed/serviced wash bay door	$175.00
Roll 'N' Rite Doors Inc	Garage door repair at cemetery	$755.72
Samsara	Streets - Samsara license (3)	$251.22
Scott N Martin	SCADA data collection project (M. Burtis)	$8,000.00
Secure Shred	Shredding of docs for Muni Court	$68.64
Servall Uniform & Linen Supply	Bi-Weekly Rug Cleaning 03/21/24	$147.08
Servall Uniform & Linen Supply	Bi-Weekly Rug Cleaning 03/21/24	$260.28
Servall Uniform & Linen Supply	Clean rugs for SFR 3-14-2024	$35.32
Servall Uniform & Linen Supply	Rug Cleaning	$195.64
Servall Uniform & Linen Supply	Rugs for City Hall March 2024	$164.64
Sheridan Commercial Co	wall plates for basement of City Hall	$4.15
Sheridan Commercial Co	Shop - post-its & jumbo clips	$38.40
Sheridan Commercial Co	CSC - parts for building	$43.31
Sheridan Commercial Co	Drill Bit	$5.38
Sheridan Commercial Co	Paint for Barricades	$167.16
Sheridan Commercial Co	WC37 - 1/4" galv shackle/pin	$32.29
Sheridan Commercial Co	Supplies	$16.18
Sheridan Commercial Co	Supplies	$10.97
Sheridan Commercial Co	Supplies	$1.00
Sheridan Commercial Co	Blue marking paint	$92.16
Sheridan Commercial Co	Barricade Paint	$184.41
Sheridan Commercial Co	CO Alarm for ATaylor-352 West Whitney Street 3-13-	$26.97
Sheridan Commercial Co	Marking Paint	$16.87
Sheridan Commercial Co	Fasteners and anchors	$5.56
Sheridan Commercial Co	Shop - 3/4" solder ball valve for bldg	$19.77
Sheridan Commercial Co	Eng - air duster	$8.47
Sheridan Commercial Co	Chain, Flag Tape and Bolt	$40.89
Sheridan Commercial Co	Office supplies (pens)	$45.94
Sheridan Commercial Co	WWTP Sheridan Commercial Blanket Supplies	$55.99
Sheridan County Chamber of Commerce	Monthly Chamber Luncheon, Bridger, McRae, Brantz,	$150.00
Sheridan County Chamber of Commerce	Chamber Luncheon	$50.00
Sheridan County Chamber of Commerce	Chamber Luncheon for HR	$50.00
Sheridan County Public Health	Carter Ehlis Twinrix #2	$145.00
Sheridan County Public Health	Carter Ehlis Twinrix #1	$140.00
Sheridan Econ-O-Wash Laundry	Shop - laundry service Rick C.	$64.00
Sheridan Econ-O-Wash Laundry	Shop - laundry service Erik K.	$42.00
Sheridan Econ-O-Wash Laundry	WWTP Econ-o-wash Laundry Services	$50.00
Sheridan Econ-O-Wash Laundry	WWTP Econ-o-wash Laundry Services	$20.00
Sheridan Newspapers Inc	LPO 41243 - Ad for Bid for Kendrick Pool	$275.40
Sheridan Newspapers Inc	PLN - CC Notice RE Ord 2274 Solutions Way	$162.00
Sheridan Newspapers Inc	PLN Ad - PC Notice for Annexations	$1,234.00
Sheridan Newspapers Inc	Eng Ad - CC Notice for Annexations	$1,234.00

Sheridan Newspapers Inc	Notice of New Bar and Grill License Application	$18.90
Sheridan Newspapers Inc	Second Notice of B&G License	$18.90
Sheridan Newspapers Inc	Passage of Ord 2268	$982.80
Sheridan Newspapers Inc	City Council Minutes	$199.80
Sheridan Newspapers Inc	Passage of Ordinance 2274	$178.00
Sheridan Newspapers Inc	Minutes of City Council Meeting 2/19	$974.70
Sheridan Newspapers Inc	Terra Turner - Open House Ad 2/26/2024	$272.50
Sheridan Newspapers Inc	Terra Turner - Open House Ad 2/27/2024	$272.50
Sheridan Newspapers Inc	Terra Turner - Open House Ad 2/28/2024	$272.50
Sheridan Newspapers Inc	Terra Turner - Open House Ad 2/24/2024	$272.50
Sheridan Newspapers Inc	LPO 41246 - Ad for Bids for S. Clarifier Rplc Proj	$442.80
Sheridan Newspapers Inc	ACOE G.I. Study - Public Meeting Notice Ad	$135.00
Sign Solutions USA LLC	Replacement Signs	$4,150.25
Simon Contractors	2023 R&O Const. - Pay App #2	$46,345.75
Stantec Consulting Services Inc (SCSI)	Main St. Const Obsrv thru 2/23/2024	$1,860.25
Tire Rama	WC713 - swapped rear tire & rotated to front	$259.50
Tire Rama	MP23 - new tires installed (4)	$875.94
Tire Rama	GC - loose mower tire/repair	$42.95
Top Office Products Inc	New Notary Stamp for Candace Ainslie	$55.15
Top Office Products Inc	Copy Charge for March 2024 for copier in station a	$176.84
Top Office Products Inc	Notary Stamp	$55.15
Total Comfort Heating & Air Conditioning	Heater repair Kendrick Maintenance shop	$202.90
TW Enterprises Inc	Service and maintenance on emergency generator on	$310.00
TWS Trucking Services LLC	Hauled Grinder LF476 to VRM	$300.00
TWS Trucking Services LLC	Snow - hauled snow (7.5 hrs)	$723.00
Tyler Technologies Inc	utility billing implementation	$1,956.00
Van Diest Supply Company	Larvicide for Weed and Pest	$2,560.00
Water Products & Solutions	Shop - water 5 gallons	$35.00
Wausau Equipment Company LLC	Snow - cutting edges	$2,846.75
Wayne Coleman Construction Inc.	2024 Crushing Project	$76,245.42
Wyoming Association of Fire Marshals	Annual Voting Membership Dues for CBrutlag for 202	$35.00
Wyoming Association of Fire Marshals	Annual Associate Membership Dues for Chief Harnish	$25.00
Wyoming Conference of Municipal Court	Registration for Court conference	$150.00
Wyoming Machinery Company	LF479 - plug	$61.23
AT&T Mobility	Fire engine 1 & 2 phones Jan and Feb	$160.16
AT&T Mobility	phone bills February	$1,632.85
Montana Dakota Utilities Co	partial MDU bills	$5,247.39
One-Time Customer Refund Vendor	Deposit Refund - 1926 W 5th St	$101.03
Elan Financial Services	Fuel (Deliver Paint Striper to Billings, Mt)	$64.59
Elan Financial Services	postage, training, background check, lodging	$622.31
Elan Financial Services	Admin Training Costs	$510.44
Elan Financial Services	software	$6,765.69
Elan Financial Services	BHM SHRM Luncheon	$10.00
Elan Financial Services	Mosquito conference training event.	$165.07
Elan Financial Services	Chairs, Ratchet Straps, Safety Meeting food	$3,957.59
Elan Financial Services	software, training, memberships, uniforms	$4,000.45
Elan Financial Services	Checked bags, taxi and training costs	$420.71
Elan Financial Services	Conference, business lunches, fuel, lodging	$415.46
Elan Financial Services	Tractor Supply	$25.95
Elan Financial Services	training, sheet metal	$236.00

Elan Financial Services	2 tickets to Fire School	$200.00
Elan Financial Services	wheel, tube	$135.99

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

Clerk

MEMORANDUM

RE: Consideration of the Second Reading of Ordinance 2277 Updating the Process for Approving Amendments to PUD Master Plans - City Clerk Cecilia Good

From: Cecilia Good, City Clerk

To: City Council

CC:

Date:

Discussion:

See attached draft Ordinance.

Attachments

Ordinance

CITY OF SHERIDAN
ORDINANCE 2277

806.8 AMENDMENTS TO AN APPROVED PUD MASTER PLAN

WHEREAS, the public works director is currently responsible for approving minor amendments to PUD master plans; and

WHEREAS, the City of Sheridan Governing Body is responsible for approving major amendments to PUD master plans; and

WHEREAS, the City of Sheridan Governing Body wishes to requiring that the Board of Adjustment to approve or deny PUD master plan and the City Governing Body to approve major amendments to the PUD master plans.

NOW THEREFORE, be it ordained by the Governing Body of the City of Sheridan, in the State of Wyoming, as follows:

SECTION 1: **AMENDMENT** "806.8 Amendments To An Approved PUD Master Plan" of the Sheridan Municipal Code is hereby *amended* as follows:

AMENDMENT

806.8 Amendments To An Approved PUD Master Plan

A. The City on its own motion or an owner of a lot within a PUD may request an amendment to the approved Master Plan. An owner requesting an amendment shall be required to submit to the Public Works Director a written request stating the proposed amendment, reason or basis for the amendment, and a statement as to the amendments effect on other property owners.

B. After approval of a Master Plan, the Public Works Director is authorized to grant unsubstantial changes to a Master Plan provided that the entire PUD is owned by the Developer. The determination of what constitutes unsubstantial shall be at the discretion of the Public Works Director. Upon property being sold within a PUD, an amendment to the PUD Master Plan shall require either the Board of Adjustment or City Governing Body approval, as may be applicable.

~~B.~~C. ~~The~~ An ~~approved~~ amendment to the Master Plan ~~shall not be altered~~ may be granted by the Board of Adjustment ~~duringthe construction of the PUD~~, ~~unless amended according to the~~ if the amendment meets the following standards. Any request for a PUD Master Plan ~~-~~amendment including, but not necessarily limited to, uses, dimensional standards, landscaping, buffer requirements, density, signage, building design, parking and access shall be granted only after the applicant has demonstrated ~~to the satisfaction of the Director of Public Works~~ that:

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(a) The amendment results from unique conditions of the property; or the amendment will result in a project that is at least equal to or better than what would be accomplished under the strict application of the PUD Master Plan.

(b) The amendment:

(1) Does not and will not violate the spirit and intent of these regulations or the zoning ordinance; and

(2) Does not and will not adversely affect the rights of other property owners in any material manner.

(c) Any new use proposed is significantly similar to another use permitted in the approved plan in terms of offsite impacts, traffic and use patterns, and compatibility with adjacent uses internal and external to the PUD.

~~C.~~ The ~~Director of Public Works~~Board of Adjustment may permit amendments as outlined above as long as such are otherwise permitted by Wyoming Statute. In granting ~~administrative approval for~~ the amendment to the PUD Master Plan ~~amendments~~, the ~~Director of Public Works~~ Board of Adjustment shall provide a written rationale for the decision that addresses the amendment criteria found ~~in Section 806.8(BA)(2)~~ above.

(d) The authority given to the ~~Director~~ Board of Adjustment to grant such ~~amendments~~ an amendment shall be construed to be permissive, and not mandatory, and the ~~Director~~ Board of Adjustment may decline to grant such an amendment.

D. ~~whenever in his or her~~their ~~opinion~~Any amendment which effects more than one real property owner or ~~such request~~which would constitute a substantial change, at the discretion of the Public Works Director, to the approved PUD Master Plan shall be submitted to the City Governing Body as a Major Amendment to the PUD Master Plan. ~~In the event this occurs, the applicant shall have the right to petition the City Council~~Governing Body ~~for a Major Amendment to the PUD Master Plan.~~

(a) The City Governing Body may amend a PUD Master Plan in accordance with the following procedure:

(1) The City Planning Commission shall hold a public hearing in accordance with City Code Appendix A Article 16. The Planning Commission shall provide its written recommendation to the City Governing Body.

(2) The City Governing Body shall hold a public hearing with notice of the time and place published in the newspaper at least 15 days before the hearing. After the public hearing is held, the city Governing Body may adopt the amendment after approval at 3 council meetings with at least 10 days between the first and the last

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council meeting.

(Ord. No. 2147, § 1, 6-16-14.)

SECTION 2: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

Passed and adopted by the City of Sheridan Governing Body on this _____ day of _____, 2024.

Presiding Officer: Attest:

_____ _____

Richard Bridger, Mayor , City of Sheridan Cecelia Good, City Clerk of Sheridan

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

Clerk

MEMORANDUM

RE: Consideration of Second Reading of Ordinance 2275 Converting Responsibilities of Board of Appeals to the Board of Adjustment - City Clerk Cecilia Good

From: Cecilia Good, City Clerk

To: City Council

CC:

Date:

Discussion:

See attached Ordinance.

Attachments

Ordinance

CITY OF SHERIDAN
ORDINANCE 2275

THE TRANSITION OF RESPONSIBILITIES FROM THE BOARD OF APPEALS TO THE BOARD OF ADJUSTMENT

WHEREAS, The City of Sheridan does not currently have an appointed Board of Appeals; and

WHEREAS, The City wishes to consolidate the duties of the responsibilities of the Board of Appeals with the Board of Adjustment.

NOW THEREFORE, be it ordained by the Governing Body of the City of Sheridan, in the State of Wyoming, as follows:

SECTION 1: **AMENDMENT** "7-16 Revocation" of the Sheridan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

7-16 Revocation

(a) *Basis for revocation*. The public works director, may, upon recommendation of the building official, revoke any license for the following reasons:
    (1) A license is obtained through nondisclosure, misstatement or misrepresentation of a material fact.
    (2) A licensee is convicted of a misdemeanor or felony for violating the city technical codes adopted by section 7-2, or violating chapter 7 or 29 of city code.
    (3) A licensee commits an act of nondisclosure, misstatement or misrepresentation of a material fact during the course of permitting, inspection or enforcement of city technical codes adopted by City Ordinance 7-2, or violating chapter 7 or 29 of city code.

(b) *Revocation notice*. A revocation notice shall be in writing and delivered to the licensee in any manner allowed by Wyoming Rules of Civil Procedure. The notice shall include the name of the licensee, date of revocation, basis for revocation, date of reinstatement if eligible, conditions for reinstatement, date of hearing and state the entirety of section 7-16(c).
    (1) *Effect of revocation notice*. The revocation notice shall prohibit the licensee from conducting their trade and business as defined by city code until the scheduled hearing.
    (2) *Disclosure of administrative record*. Upon the revocation notice being delivered, the licensee shall immediately be entitled to all discoverable information and records.

(c) ~~*Board of appeals*~~ *Board of A~~a~~djustment* *H~~h~~earing*. Before a license may be revoked, the licensee shall be entitled to a hearing by the B~~b~~oard of ~~appeals~~A~~a~~djustment, established by S~~s~~ection 29-2. The hearing shall not be held sooner than five (5) days from receipt of the notice nor later than fifteen (15) days after the receipt of notice. If the notice is required to be published to perfect service, the date of services shall be the last day of publication. The licensee and C~~c~~ity P~~p~~ublic W~~w~~orks director shall be given an opportunity to present testimony, oral or written, and have the right to cross-examination. All testimony shall be given under oath. The B~~board of appeals~~ Board of Adjustment shall have power to administer oaths, issue subpoenas, and compel the attendance of the witnesses.

(1) The Board of Adjustment shall retain its own independent legal counsel.

(2) The P~~p~~ublic W~~w~~orks D~~d~~irector shall have the burden of proof by a preponderance of the evidence that the licensee committed the acts described in the revocation notice.

(3) Should the licensee fail to appear at the hearing, the P~~p~~ublic W~~w~~orks D~~d~~irector revocation shall be certified.

(4) The P~~p~~ublic W~~w~~orks D~~d~~irector and licensee may resolve the matter by agreement which shall be submitted to the B~~b~~oard of ~~appeals~~ A~~a~~djustment for approval.

(5) The C~~c~~ity shall ensure that the hearing is recorded and a record of the proceedings and evidence is preserved. The record shall include:

(A) All testimony reported verbatim stenographical or other appropriate means;
(B) All formal or informal notices, pleadings, motions and intermediate rulings;
(C) Evidence received or considered including matters officially noticed;
(D) Questions and offers of proof, objections and rulings thereon;
(E) Any proposed findings and exceptions thereto;
(F) Any opinion, findings, decision or order of the agency and any report by the officer presiding at the hearing.

(6) Within five (5) days of the hearing, the B~~board of appeals~~ Board of A~~a~~djustment decision shall be issued in writing with findings of fact and conclusions of law. Additionally, the B~~board of appeals~~ Board of Adjustment may set the conditions and parameters of the revocation, term of revocation which includes the ability to permanently prohibit the licensee from reobtaining a license in the C~~c~~ity of Sheridan, conditions of reinstatement, and assess all costs and expenses of the city, including the cost for C~~c~~ity staff time, reasonably related to the revocation.

(d) *City ~~governing body~~Governing Body A~~a~~ppeal*. A licensee may appeal the B~~b~~oard of ~~appeals~~ A~~a~~djustment decision by providing written notice to the C~~c~~ity C~~c~~lerk within

thirty (30) days from the date of the ~~board of appeals~~ Board of Adjustment decision. The licensee shall pay a docketing fee set by the C~~c~~ity G~~g~~overning B~~b~~ody.

(1) Upon receiving the notice of appeal, the ~~city clerk~~ City Clerk shall provide the ~~governing body~~Governing Body, appellee and appellant with a certified record of the proceeding.

(2) The appeal shall be considered at a special meeting called by the M~~m~~ayor. The special meeting must be held within fifteen (15) days of the clerk receiving the written notice of appeal.

(3) The ~~governing body~~Governing Body shall review the record of the hearing by the B~~b~~oard of A~~a~~djustment and affirm, deny, modify or remand the determination. The ~~governing body~~Governing Body's decision shall be binding upon all agencies and administrative personnel of the C~~c~~ity of Sheridan and appellant, as an exhaustion of administrative remedies on the issue.

(Ord. No. 2257 § 1, 12-19-22.)

SECTION 2: **AMENDMENT** "7-63 Variance" of the Sheridan Municipal Code is hereby *amended* as follows:

AMENDMENT

7-63 Variance

(a) An application for a variance must be submitted to the C~~c~~ity~~C~~ clerk on the form provided by the C~~c~~ity of Sheridan and include at a minimum the same information required for a development permit and an explanation for the basis for the variance request.

(b) Upon receipt of a completed application for a variance, the variance request will be set for public hearing at the next ~~building~~ ~~board of appeals~~ Board of Adjustment ~~adjustment~~ meeting in which time is available for the matter to be heard.

(c) Prior to the public hearing, notice of the hearing will be published in the official newspaper of the C~~c~~ity of Sheridan at least fifteen (15) days prior to the hearing. In addition to the newspaper publication, written notice shall be provided to all adjoining property owners within one hundred (100) feet of the property boundary.

(d) The burden to show that the variance is warranted and meets the criteria set forth by City Code and Wyoming Statute ~~out herein~~ is on the applicant.

(Ord. No. 2140, § 6, 2013.)

SECTION 3: **AMENDMENT** "7-65 Variance Decision" of the Sheridan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

7-65 Variance Decision

The Ce~~e~~ity of Sheridan ~~building~~ board of ~~appeals~~ Aa~~a~~djustment' decision to either grant or deny a variance shall be in writing and shall set forth the reasons for such approval and denial. If the variance is granted, the property owner shall be put on notice along with the written decision that the permitted building will have its lowest floor below the flood protection elevation and that the cost of flood insurance likely will be commensurate with the increased flood damage risk.

(Ord. No. 2140, § 6, 2013.)

SECTION 4: **AMENDMENT** "7-66 Appeals" of the Sheridan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

7-66 Appeals

Those aggrieved by the decision of the building Bb~~b~~oard of ~~appeals~~ Aa~~a~~djustment, may appeal such decision to the District Court, as provided in section 15-1-707 Wyoming Statutes.

(Ord. No. 2140, § 6, 2013.)

SECTION 5: **AMENDMENT** "29-2 Building Process--Appeals" of the Sheridan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

29-2 Building Process--Appeals

An appeal of determinations in the course of the building process shall be handled as follows:

~~(a) There is created the city of Sheridan fire and building code board of appeals~~ Board of Adjustment~~(herein "board") for the purpose of hearing appeals from determinations in the course of the building process.~~

~~(b) The board shall be appointed by the mayor with the confirmation of the city council. The board shall consist of five area residents who are qualified by experience or~~

~~training in the construction or development industry and process, such as general contractors, developers or tradesmen. The term of each member shall be three years, provided that, of the members first appointed, one shall serve for one year, two shall serve for two years, and two shall serve for three years. A quorum shall consist of a majority of the board members.~~

~~(c) The board shall hereafter promulgate such rules and regulations as it may deem advisable for the administration of its affairs, subject to confirmation by the city council prior to final promulgation thereof, as required under the Wyoming Administrative Procedures Act Section 16-3-101, et seq., as amended.~~

~~(d)~~ (a) The standard of review by which the B~~b~~oard will evaluate the issue(s) brought to it on appeal shall be primarily based on the intent of C~~c~~ity of Sheridan Code within a standard of reasonableness and consideration given to alternative methods which may reasonably satisfy the intent. Any alternative method, means or material proposed by the appellant to reasonably satisfy the intent of the City Code and Wyoming Statute and which reasonably satisfies the intent and purpose of the building and/or fire codes adopted by the C~~c~~ity of Sheridan will be considered by the board.

~~(d)~~

~~(e)~~ (b) Appeals to the B~~b~~oard shall be in writing and delivered to the C~~c~~ity C~~c~~lerk's O~~o~~ffice.

(1) The board shall consider the appeal within fifteen (15) business days of the filing of notice of appeal, and shall thereafter issue its decision on the appeal no later than five (5) business days thereafter.

(2) If the appellant asserts substantial economic injury may be caused by delay, the appellant may request an expedited hearing to be held within two (2) business days. Upon receipt of such request, the board shall either: consider the appeal within the two-day period and immediately rule upon the merits of the appeal, or it may determine more time is needed to consider the appeal, or it may determine that the appellant will not suffer substantial economic injury and postpone further proceedings to the standard period for appeal time set forth in subsection (1) of this subsection.

~~(2)(f)~~ (c) The Board shall be entitled to independent legal counsel.

~~(f)(g) Appeals from the board's ruling may be made by either party to the city council by filing a written notice of appeal with the city clerk City Clerkwithin thirty days from the board's ruling. The clerk shall thereupon place the matter on the agenda of the next regularly scheduled meeting of the city council. The city council may affirm, deny, modify or remand the determination. The city council's decision shall be binding upon all agencies and administrative personnel of the city of Sheridan and appellant, as an exhaustion of administrative remedies on the issue.~~

(Ord. No. 2031 § 1, 10-15-07.)

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SECTION 6: **AMENDMENT** "29-3 Development Process--Appeals" of the Sheridan Municipal Code is hereby *amended* as follows:

29-3 Development Process--Appeals

An appeal of determinations in the course of the development process shall be handled as follows:

(a) From any determination by Cc~~e~~ity staff in their administration of the development process, a subdivider or landowner may appeal such determination by filing a written notice with the Cc~~e~~ity of Sheridan Pp~~p~~lanning Cc~~e~~ommission no later than thirty (30) days from such determination ~~board's ruling~~. The Pp~~p~~lanning Cc~~e~~ommission shall thereupon place the matter on the agenda of its next regularly scheduled meeting. The Pp~~p~~lanning Cc~~e~~ommission may affirm, deny, modify or remand the determination by Cc~~e~~ity staff.

(b) Any person aggrieved by the decision of the Pp~~p~~lanning Cc~~e~~ommission may appeal in accordance with Wyoming Statute 15-1-609.~~the same the city council. The appeal shall be made in writing, submitted no later than thirty days from the planning commission's decision and shall state the specific relief which the subdivider or landowner seeks. The city council shall consider the request at a regularly scheduled meeting. The city council's decision shall be binding upon all agencies and administrative personnel of the city of Sheridan, as well as the appellant.~~

~~(b)~~

(c) The standard of review by which the Pp~~p~~lanning Cc~~e~~ommission will evaluate the issue(s) on appeal shall be primarily based on the intent of Cc~~e~~ity of Sheridan City Code within a standard of reasonableness and consideration given to alternative methods which may reasonably satisfy the intent. Any alternative method, means or material proposed by the appellant to reasonably satisfy the intent of the City Code and which reasonably satisfies the intent and purpose of the City Code relating to the development process and is in compliance with Wyoming Statute and City Code will be considered by the board.

(d) The Board shall be entitled to independent legal counsel.

~~(c)~~

(Ord. No. 2031 § 1, 10-15-07.)

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SECTION 7: **AMENDMENT** "14 Board Of Adjustment" of the Sheridan Municipal Code is hereby *amended* as follows:

AMENDMENT

14 Board Of Adjustment

A. *Generally*. A Bb~~b~~oard of Aa~~a~~djustment is hereby created. The word "Bb~~b~~oard" used in this section shall be construed to mean the board of adjustment. The Bb~~b~~oard shall consist of five (5) members to be appointed by the Mayor with approval of the City Council~~city council~~. The term of each member shall be three (3) years, provided that of the members first appointed, one shall serve for one year, two shall serve for two (2) years, and two (2) shall serve for three (3) years. Vacancies shall be filled for the

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unexpired term of any member whose term becomes vacant. One of the members first appointed shall be named by the Cceity Cccouncil as chairman, and this member shall serve as chairman for one (1) year. Thereafter, the members of the board shall elect annually from among their number a chairman to serve for a term of one (1) year. The Cceity ~~council~~ Governing Body shall have the power to remove any member of the Bbboard for cause upon written charges and after public hearing.

B. *Meetings*. Meetings of the Bbboard shall be held at the call of the chairman, and at such other times as the board may determine. The chairman, or in his absence, the acting chairman, may administer oaths and compel the attendance of witnesses. All meetings of the Bbboard shall be open to the public. The Bbboard shall keep minutes of its proceedings, showing the vote of each member upon each question, or if absent, or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Bbboard and shall be a public record.

~~A.~~ *Appeals*. Appeals to the Bbboard may be taken by any person aggrieved or by any officer, department, board or bureau of the City of Sheridan affected by any decision of the building ~~inspector~~official, inspector or as allowed by City Ordinance. Such appeal shall be taken within a reasonable time as provided by the rules of the Bbboard by filing with the ~~building inspector~~Public Works Director and with the Bbboard a notice of appeal specifying the grounds thereof. The Publics Work Director~~building inspector~~ shall forthwith transmit to the Bbboard all the papers constituting the record upon which the action appealed from was taken.

C.

~~1.~~ An appeal stays all proceedings in furtherance of the action appealed from, unless the ~~building inspector~~Public Works Director certifies to the Bbboard after notice of appeal shall have been filed with him that by reason of facts stated in the certificate a stay would, in his opinion, cause imminent peril to life or property, in which case proceedings shall not be stayed otherwise than by a restraining order, granted by the District Court for the district, or a judge thereof, on notice to the ~~building inspector~~Public Works Director, and on due cause shown. The Bbboard shall fix a reasonable time for the hearing of the appeal, give public notice thereof, as well as due notice to the parties in interest, and decide the same within a reasonable time. Upon the hearing any party may appear in person or by agent or by attorney.

1.

D. *Jurisdiction*. The Bbboard shall have the following powers:

1. To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by the ~~building inspector~~City in the enforcement of this ordinance.

2. To hear and decide special exemptions to the terms of this ordinance upon which the Bbboard is required to pass. In granting special exemptions, the Bbboard shall find

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the following:

(a) The exemption requested is listed as an allowed special exemption within the zoning district in which the property is located.

(b) The use is consistent with the goals, policies, and recommended future land use of the adopted master plan.

(c) The granting of the exemption is in harmony with the general purposes and intent of the ordinance and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

~~(c)~~

3. Interpret the boundaries of districts where the street layout on the ground varies from the street layout shown on the Zoning District Map, in such a way as to carry out the intent and purpose of the map.

~~3.~~

4. To authorize upon appeal in specific cases such variance from the terms of this ordinance and the adopted Sign Ordinance (Chapter 3 Article 11 of the Sheridan City Code) as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this ordinance will result in unnecessary hardship, and so that the spirit of the ordinances shall be observed and substantial justice done, as follows:

(a) Grant in undeveloped sections of the city temporary and conditional permits for not more than two (2) years for any building or use.

(b) Grant permits for temporary buildings or structures for commerce or industry, where such uses are incidental to the residential development.

(c) Permit the extension of a nonconforming building upon the lot occupied by such building at the time of passage of this ordinance.

(d) Permit in any district such modification of the requirements of this ordinance as the board may deem necessary to secure an appropriate development of a lot, when such lot is adjacent to a non-conforming use.

(e) Permit such variation of the area requirements as may be necessary to secure an appropriate improvement of a lot which has such exceptional geographical or topographic conditions that it cannot be appropriately improved without such variation.

(f) Permit the erection and use of a building or the use of land in any district by a public service corporation for public utility purposes which the board determines is reasonably necessary for the public convenience or welfare.

(g) Permit a variation from the requirements of the Sign Ordinance for properties Downtown Business District in cases where strict adherence to the ordinance may damage the façade of a designated historic structure, or building for which a historic façade easement has been granted. In no case shall the board grant a variance allowing a prohibited sign listed in Chapter 3-16 of the Sheridan City Code, nor allow an increase in the allowed sign area. The board may, however, allow variances for the type of sign, and grant the transfer of sign area from one type of sign to another as necessary to preserve the historic character of a building and the Downtown Business District.

(h) Grant a permit wherever it is provided in this ordinance that the approval of the board is required.

(i) Permit a variation of a cemetery ordinance or variation from the Cemetery Policies and Procedures.

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5. Grant an amendment ~~variance~~ to an approved PUD Master Plan if the amendment conforms to requirements outlined in section 806.8 (B) of City Code.

(1) Revocation of a license in accordance with City Code 7-16.
(2) A variance in accordance with City Code 7-63.
(3) A variance in accordance with City Code 7-65.
(4) An appeal in accordance with City Code 29-3.

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~~B.~~E. In exercising the above-mentioned powers the B~~b~~oard may, in conformity with law, reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination of the building inspector as ought to be made, and to that end shall have all the powers of the building inspector. The concurring vote of a majority of the B~~b~~oard shall be necessary to reverse any order, requirement, decision or determination of the building inspector, or to decide in favor of the appellant on any matter upon which the board is required to pass under this ordinance, or to effect any variance in the requirements of this ordinance.

(Ord. No. 1482, § 1, 2-4-80; Ord. No. 1812, § 1, 5-4-98; Ord. No. 2005, 10-16-06; Ord. No. 2208, § 1, 4-17-20.)

SECTION 8: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

PASSED AND ADOPTED BY THE CITY OF SHERIDAN ~~GOVERNING BODY~~GOVERNING BODY.
this _____ day of _____, 2024..

Presiding Officer Attest

_____ _____

Richard Bridger, Mayor, City of Sheridan Cecilia Good, City Clerk, City of Sheridan

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

RE: Consideration of Second Reading of Ordinance 2280 Government Initiated Annexations - Public Works Director Hanns Mercer

From: Hanns Mercer, Public Works Director

To: City Council

CC:

Date: 01/15/2024

Recommendation:

Staff received a positive recommendation from the Planning Commission regarding approval of PL-24-2, Ordinance 2280, government initiated annexations.

Background:

The following described tracts of land are proposed to be annexed into the City:

- Addressed as 447 Canfield Street, Sheridan, WY - To be zoned B-1
- Addressed as 1305 Leopard Street, Sheridan, WY - To be zoned R-1
- A tract of land adjacent to property addressed as 1872 Fairway Lane, Sheridan, WY - To be zoned R-1
- Addressed as 1738 Kroe Lane, Sheridan, WY - To be zoned M-1
- Addressed as 1814 Kroe Lane, Sheridan, WY - To be zoned M-1

Discussion:

Staff sent out 54 nearest neighbor notifications to property owners within 300 feet as part of this application. In addition, a legal ad was placed in the Sheridan Press, and signs were posted on the property.

Attachments

Exhibits

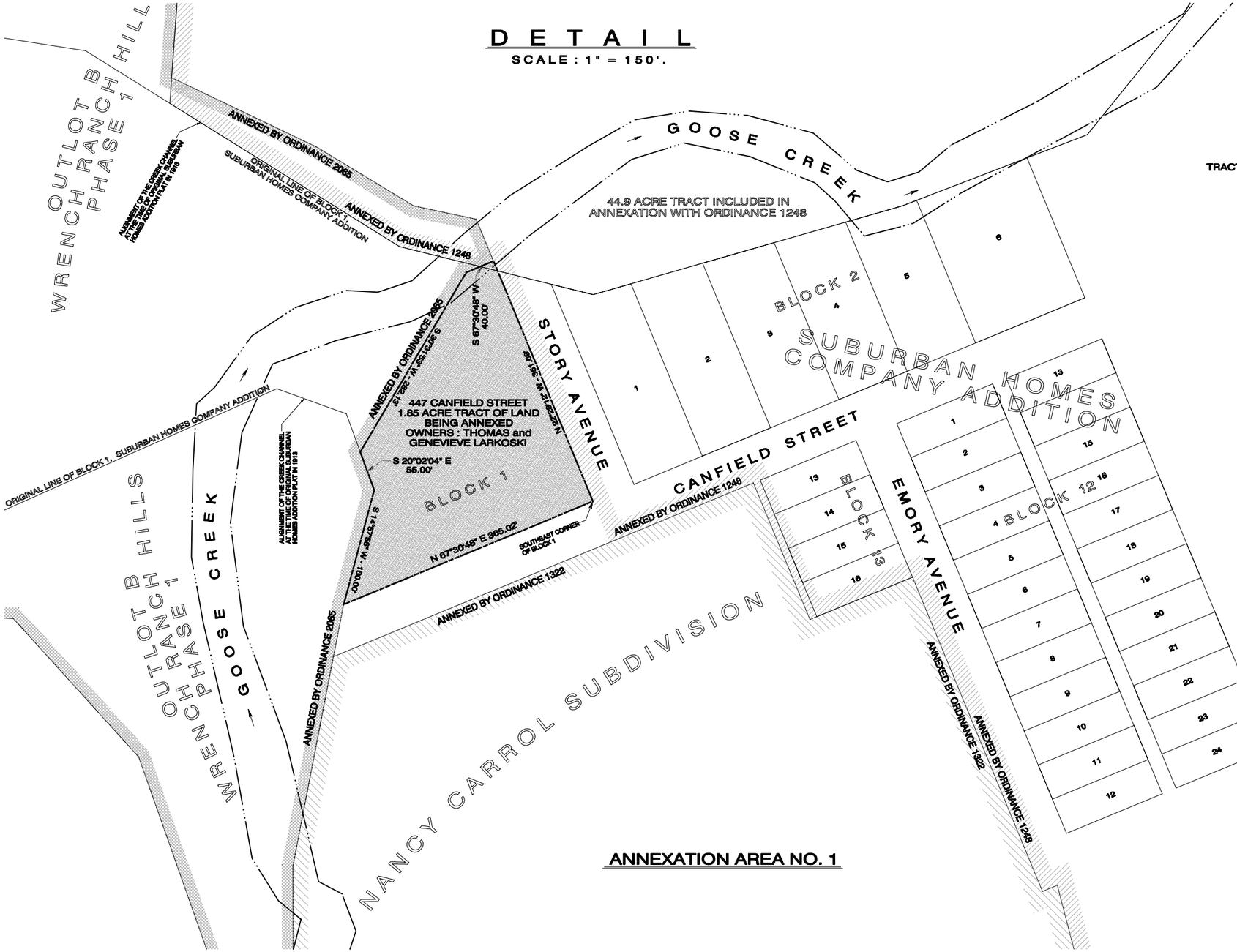
Aerial Maps

Annexation Report

Ordinance 2280

DETAIL

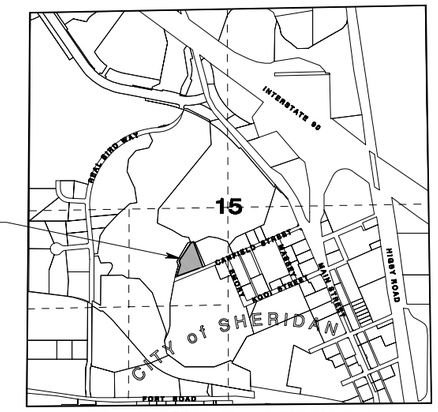
SCALE : 1" = 150'.



ANNEXATION AREA NO. 1

LOCATION

SCALE : 1" = 2000'.



TOWNSHIP 56 NORTH RANGE 84 WEST

N

MAP

showing

AREA PROPOSED TO BE ANNEXED

to the

CITY of SHERIDAN
SHERIDAN COUNTY, WYOMING

being a

TRACT of LAND

situated in

BLOCK 1

of the

SUBURBAN HOMES COMPANY ADDITION

to the

CITY of SHERIDAN, WYOMING

for the

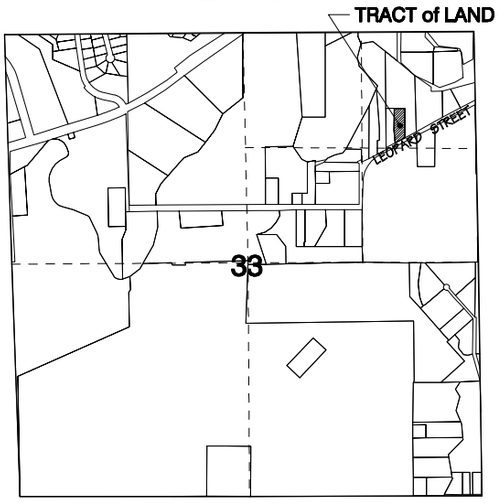
CITY of SHERIDAN

55 GRINNELL PLAZA
SHERIDAN, WYOMING 82801

DRAWN BY REX RANDALL - JANUARY 16, 2024
RANDALL ENGINEERING SURVEYS - SHERIDAN, WYOMING

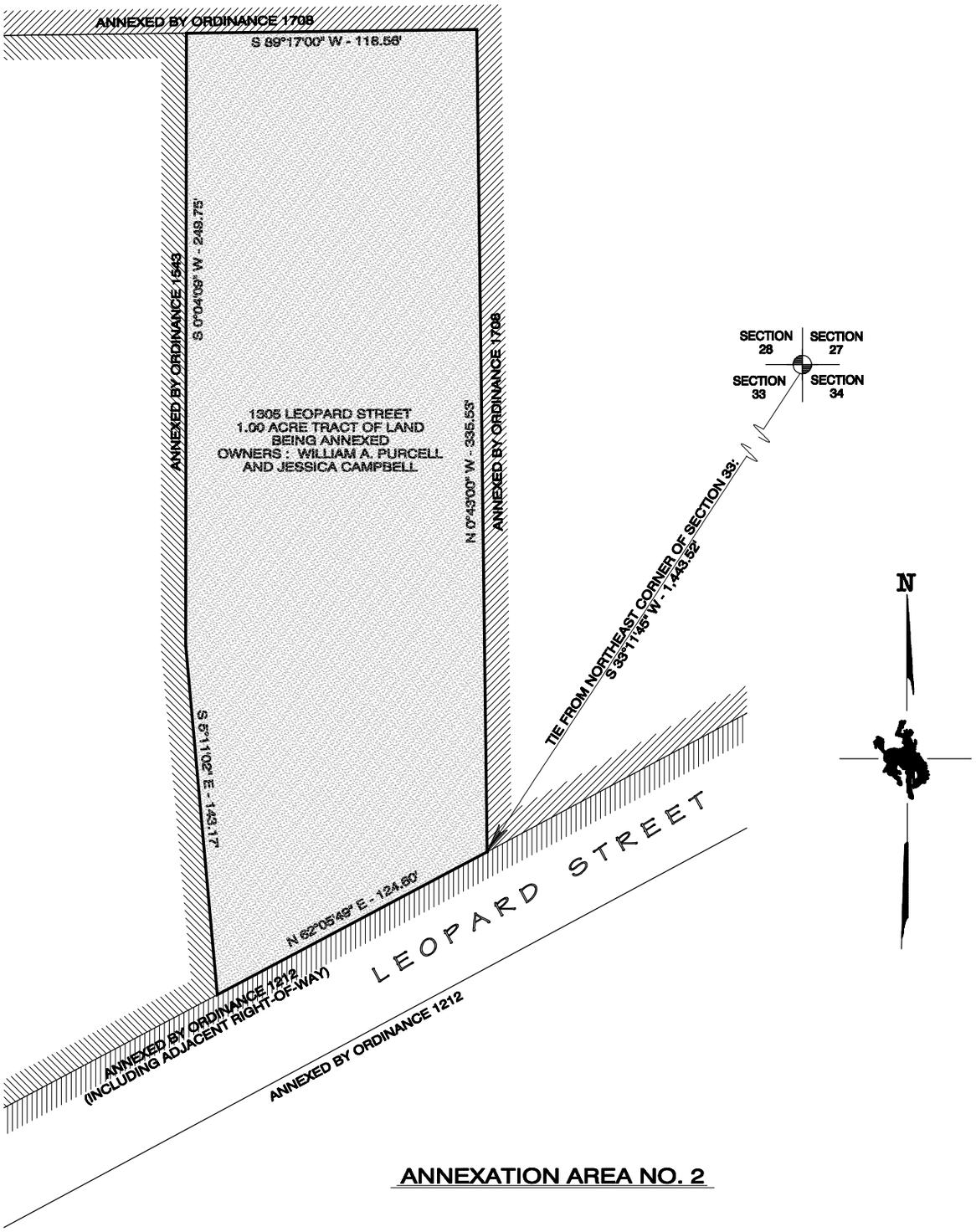
MAP
showing
AREA PROPOSED TO BE ANNEXED
to
the CITY of SHERIDAN
SHERIDAN COUNTY, WYOMING
being a
TRACT of LAND
situated in
NE¼NE¼ of SECTION 33,
TOWNSHIP 56 NORTH, RANGE 84 WEST
of the
SIXTH PRINCIPAL MERIDIAN
SHERIDAN COUNTY, WYOMING
for the
CITY of SHERIDAN
55 GRINNELL PLAZA
SHERIDAN, WYOMING 82801

LOCATION
SCALE : 1" = 2000'



TOWNSHIP 56 NORTH, RANGE 84 WEST

DETAIL
SCALE : 1" = 60'



ANNEXATION AREA NO. 2

DRAWN BY REX RANDALL - JANUARY 16, 2024
RANDALL ENGINEERING SURVEYS - SHERIDAN, WYOMING

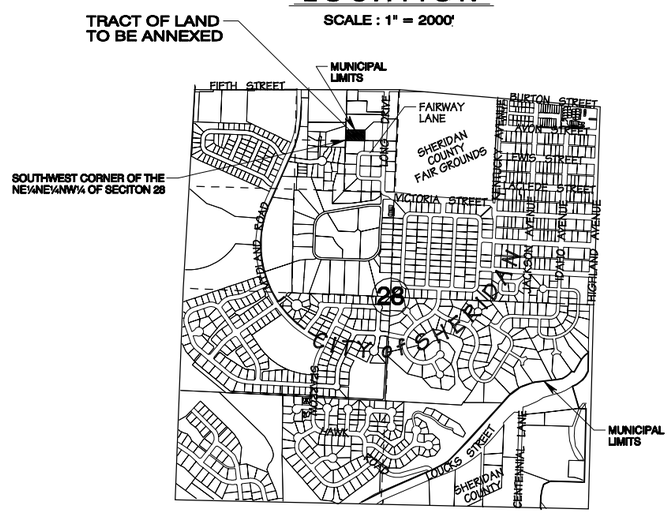
DETAIL

SCALE : 1" = 80'

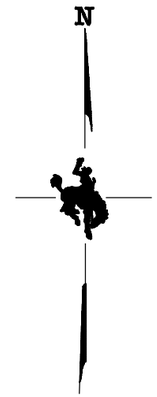


LOCATION

SCALE : 1" = 2000'



TOWNSHIP 56 NORTH, RANGE 84 WEST



MAP

showing

AREA PROPOSED TO BE ANNEXED

to the

CITY of SHERIDAN
SHERIDAN COUNTY, WYOMING

being a

TRACT of LAND

situated in the

NE¼NE¼NW¼ of SECTION 28, TOWNSHIP 56 NORTH, RANGE 84 WEST

of the

SIXTH PRINCIPAL MERIDIAN
SHERIDAN COUNTY, WYOMING

for the

CITY of SHERIDAN

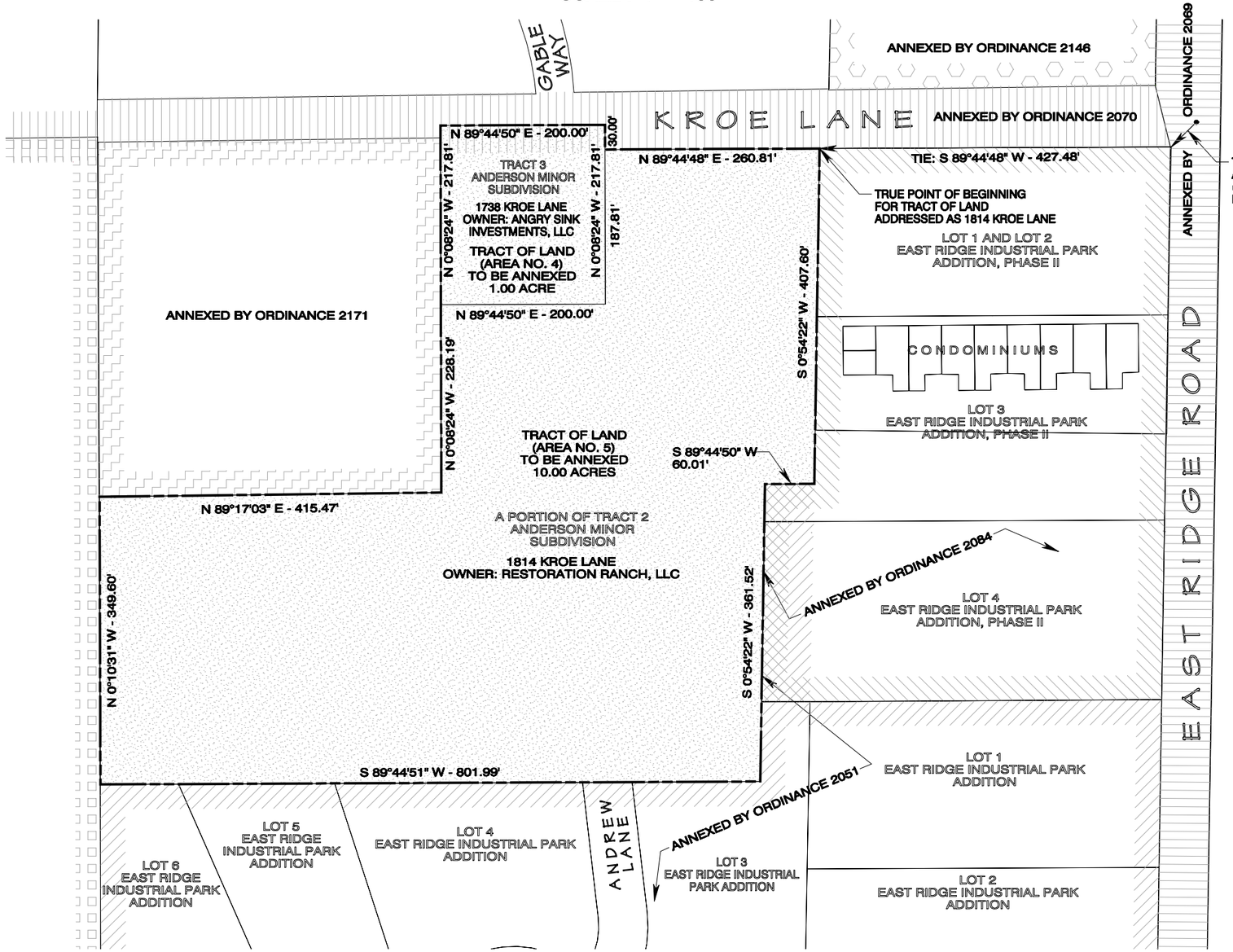
55 GRINNELL PLAZA
SHERIDAN, WYOMING 82801

ANNEXATION AREA NO. 3

DRAWN BY REX RANDALL - JANUARY 16, 2024
RANDALL ENGINEERING SURVEYS - SHERIDAN, WYOMING

DETAIL

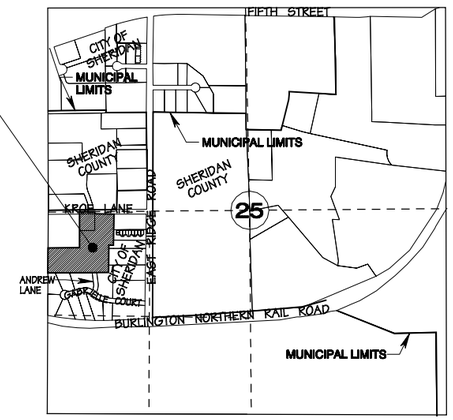
SCALE : 1" = 150'



TIE FROM NORTHEAST CORNER OF ANDERSON MINOR SUBDIVISION (WEST 1/16TH CORNER OF SECTION 15, PER PE LS 537): S 45°19'36" W - 42.86'

LOCATION

SCALE : 1" = 2000'



TOWNSHIP 56 NORTH, RANGE 84 WEST

N

MAP

showing

AREA PROPOSED TO BE ANNEXED

to the

CITY of SHERIDAN
SHERIDAN COUNTY, WYOMING

being

TRACT 3

and a PORTION of

TRACT 2
ANDERSON MINOR SUBDIVISION

situated in the

NW¼SW¼ of SECTION 25,
TOWNSHIP 56 NORTH, RANGE 84 WEST

of the

SIXTH PRINCIPAL MERIDIAN
SHERIDAN COUNTY, WYOMING

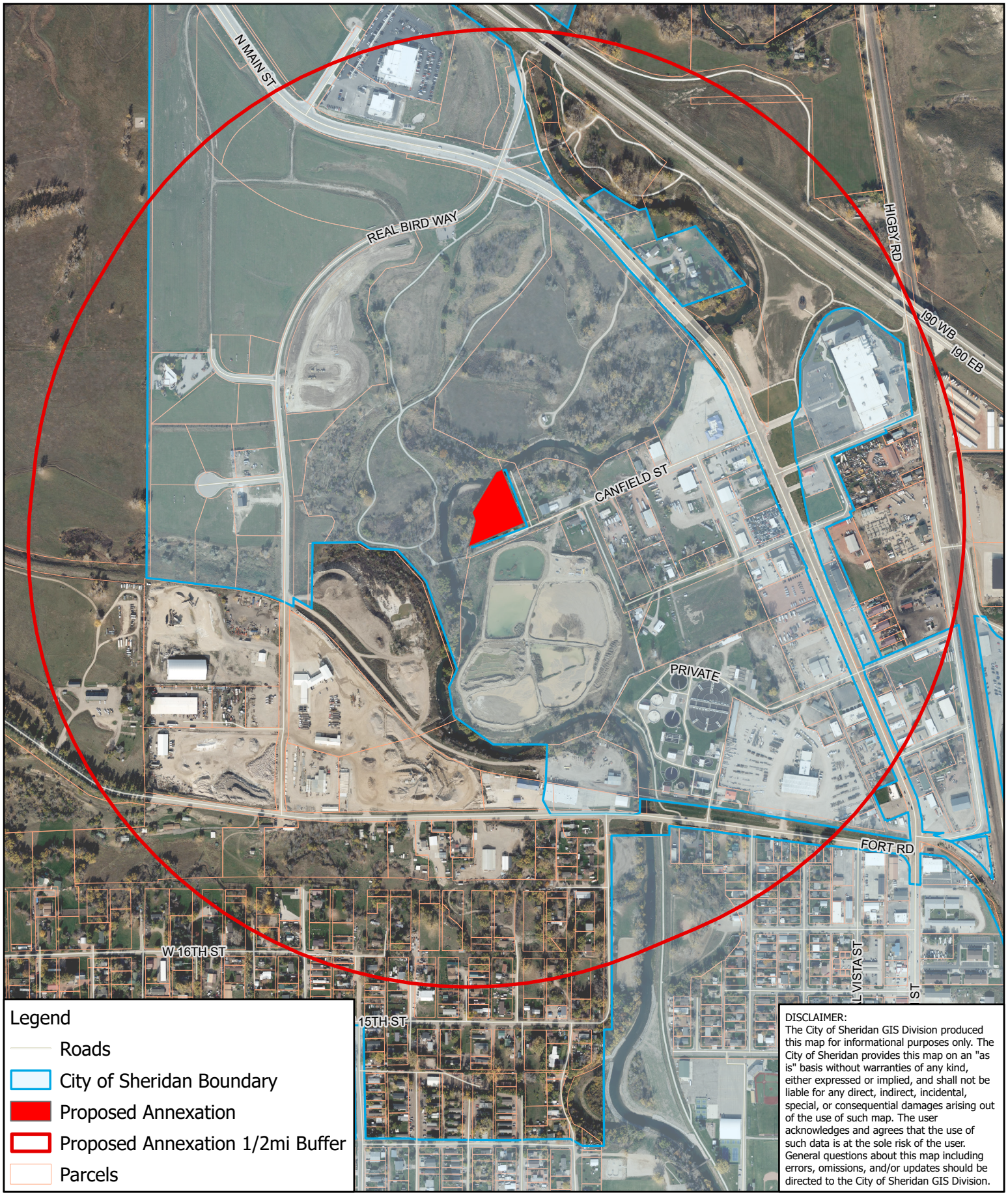
for the

CITY of SHERIDAN

55 GRINNELL PLAZA
SHERIDAN, WYOMING 82801

ANNEXATION AREA NO. 4 and NO. 5

DRAWN BY REX RANDALL - JANUARY 17, 2024
RANDALL ENGINEERING SURVEYS - SHERIDAN, WYOMING



Legend

- Roads
- City of Sheridan Boundary
- Proposed Annexation
- Proposed Annexation 1/2mi Buffer
- Parcels

DISCLAIMER:
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CITY OF Sheridan WYOMING

Proposed Annexation

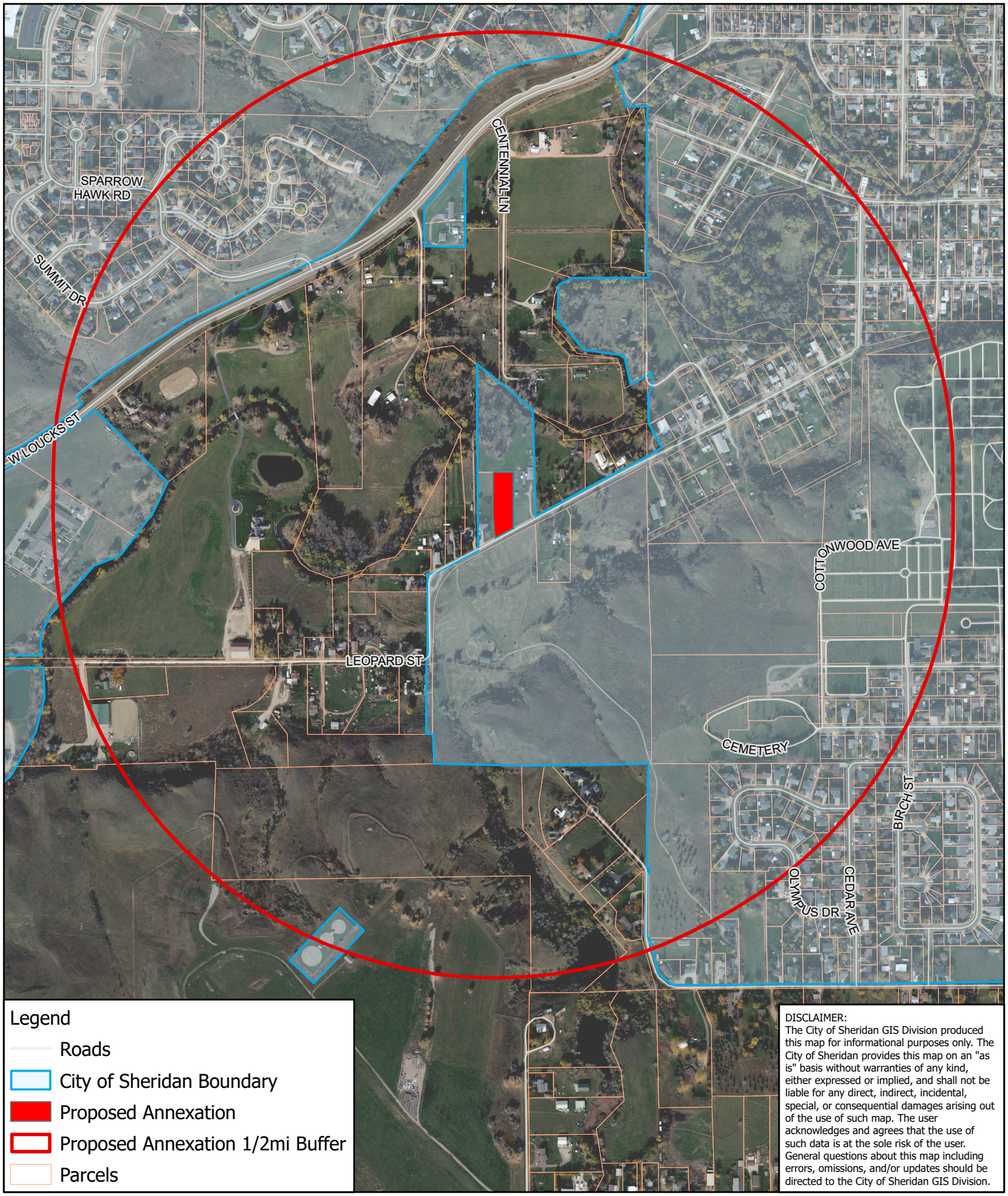
Annexation Area No. 1

Miles 0 0.1 0.2

N

Date: 1/23/2024 10:11 AM

User: mross



Legend

- Roads
- City of Sheridan Boundary
- Proposed Annexation
- Proposed Annexation 1/2mi Buffer
- Parcels

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CITY OF Sheridan WYOMING

Proposed Annexation

Annexation Area No. 2

Miles 0 0.1 0.2

N

Date: 1/23/2024 9:53 AM

User: mross



Legend

- Roads
- City of Sheridan Boundary
- Proposed Annexation
- Proposed Annexation 1/2mi Buffer
- Parcels

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CITY OF Sheridan WYOMING

Proposed Annexation

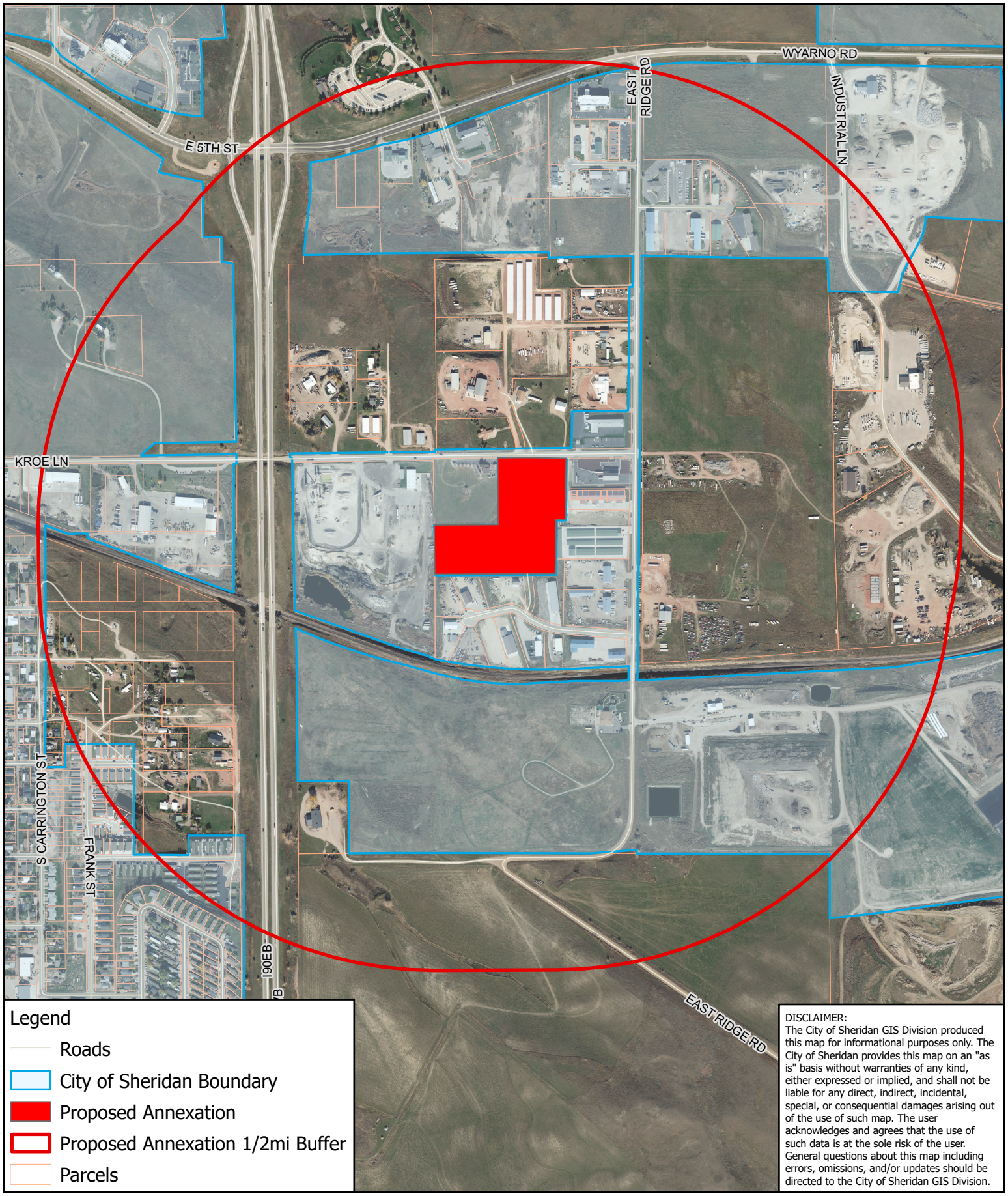
Annexation Area No. 3

Miles 0 0.1 0.2

N

Date: 1/23/2024 9:51 AM

User: mross



Legend

- Roads
- City of Sheridan Boundary
- Proposed Annexation
- Proposed Annexation 1/2mi Buffer
- Parcels

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CITY OF Sheridan WYOMING

Proposed Annexation

Annexation Area No. 4 and No. 5

Miles 0 0.1 0.2

N

Date: 1/23/2024 9:49 AM

User: mross

Annexation Report

CITY INITIATED ANNEXATION
OF FIVE AREAS AS
REQUEST BY SHERIDAN COUNTY

Prepared by:

City of Sheridan Public Works Department
FEBRUARY 2024

PURPOSE

This report is an analysis of the costs and impacts associated with the proposed annexation of the following parcels of land:

1. A tract of land situated in Block 1 of the Suburban Homes Company Addition to the City of Sheridan, Wyoming; more particularly described as follows: Beginning at the Southeast Corner of said Block 1; thence N 22°29'12" W for a distance of 351.69 feet; thence S 67°30'48" W for a distance of 40.00 feet; thence S 30°31'53" W for a distance of 282.13 feet; thence S 20°02'04" E for a distance of 55.00 feet; thence S 14°57'56" W for a distance of 160.00 feet; thence N 67°30'48" E for a distance of 365.02 feet to the point of beginning. Said tract of land contains 1.85 Acres and is delineated on an accompanying Figure 1.

2. A tract of land situated in the NE¼NE¼ of Section 33, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, described as follows: Beginning at a point on the North line of Leopard Street, said point being S 33°11'45" W a distance of 1,443.52 feet from the Northeast Corner of said Section 33; thence N 0°43'00" W for a distance of 335.53 feet; thence S 89°17'00" W for a distance of 118.56 feet; thence S 0°04'09" W for a distance of 249.75 feet; thence S 5°11'02" E for a distance of 143.17 feet to a point on the North Right of Way of Leopard Street; thence along said Right of Way N 62°05'49" E for a distance of 124.60 feet the point of beginning. Said tract of land contains 1.00 Acre and is delineated on Figure 2.

3. A tract of land situated in NE¼NE¼NW¼ of Section 28, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, more particularly described as follows: Beginning at the Southwest Corner of the said NE¼NE¼NW¼ of said Section 28 (said point also being the Northwest Corner of the Fairway Acres Addition to the City of Sheridan, Wyoming); thence N 1°51' E along the West boundary of said NE¼NE¼NW¼ for a distance of 134 feet to a point: thence S 89°49' E for a distance of 247.9 feet to a point; thence S 0°52' W for a distance of 137 feet to a point, (said point being the Northeast Corner of Lot 3, Block 1 of said Fairway Acres Addition); thence N 89°08' W along the North boundary of said Fairway Acres Addition, a distance of 250.3 feet to the point of beginning. Said tract of land contains 0.77 of an Acre and is delineated on Figure 3.

4. A tract of land being Tract 3 of the Anderson Minor Subdivision, a subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 262. Said tract of land contains 1.00 Acre and is delineated on Figure 4.

5. A tract of land being a portion of Tract Two (2), Anderson Minor Subdivision, Sheridan County, Wyoming, located in the NW¼ of the SW¼ of Section 25, Township 56 North, Range 84 West of the Sixth Principal Meridian; being more particularly described as follows: Commencing at the Northeast Corner of said Anderson Minor Subdivision, also accepted as the West 1/16 Corner of said Section 25, (per L.S. 567); thence S 45°19'36" W for a distance of 42.86 feet to a point on the South Right-of-Way of Kroe Lane; thence along said South Right-of-Way and parallel to the North line of said Subdivision, S 89°44'50" W for a distance of 427.48 feet to the True Point of Beginning of this survey; thence parallel to the East line of said Subdivision, S 0°54'22" W for a distance of 407.60 feet; thence S 89°44'50"W for a distance of 60.01 feet; thence S 0°54'22" W for a distance of 361.52 feet; thence S 89°44'51" W for a distance of 801.99 feet to a point on the West boundary of said Subdivision; thence along said West line, N 0°10'31" W for a distance of 349.60 feet; thence N 89°17'03" E for a distance of 415.47 feet; thence N 0°08'24" W for a distance of 228.19 feet; thence N 89°44'50" E for a distance of 200.00 feet; thence N 0°08'24" W for a distance of 187.81 feet to a point on the South Right-of-Way line of Kroe Lane; thence along said Right-of-Way and parallel to the North line of said Subdivision, N 89°44'50" E for a distance of 260.81 feet to the True Point of Beginning of this survey. Said tract of land contains 10.00 Acres and is delineated on Figure 4.

This report meets the requirements of Wyoming Statutes 15-1-402 detailed on page 10 of this report. This information is available for review by the residents of the City of Sheridan, and will also be used by the Sheridan City Planning Commission and City Council in considering the annexation request.

ANNEXATION CHARACTERISTICS & PROPOSED ZONING

The proposed annexation areas are shown on the maps featured on the pages that follow (See Figures 1-5 Maps). The zoning being assigned to the aforementioned properties is as follows:

- AREA NO. 1 : To be zoned B-1.
- AREA NO. 2 : To be zoned R-1.
- AREA NO. 3 : To be zoned R -1.
- AREA NO. 4 : To be zoned M-1.
- AREA NO. 5 : To be zoned M-1.

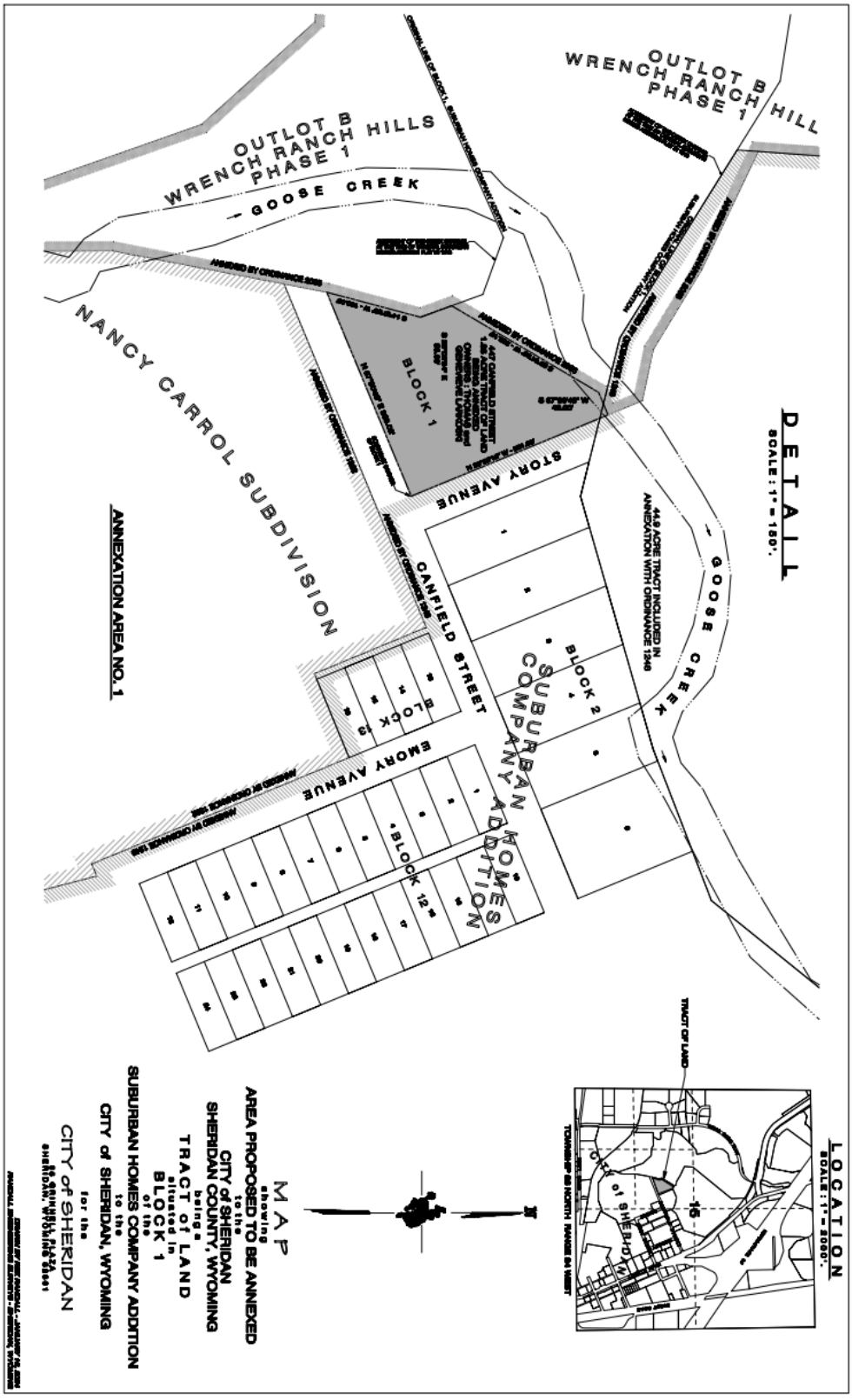


Figure 1 - Annexation Area No. 1 – 447 Canfield Street

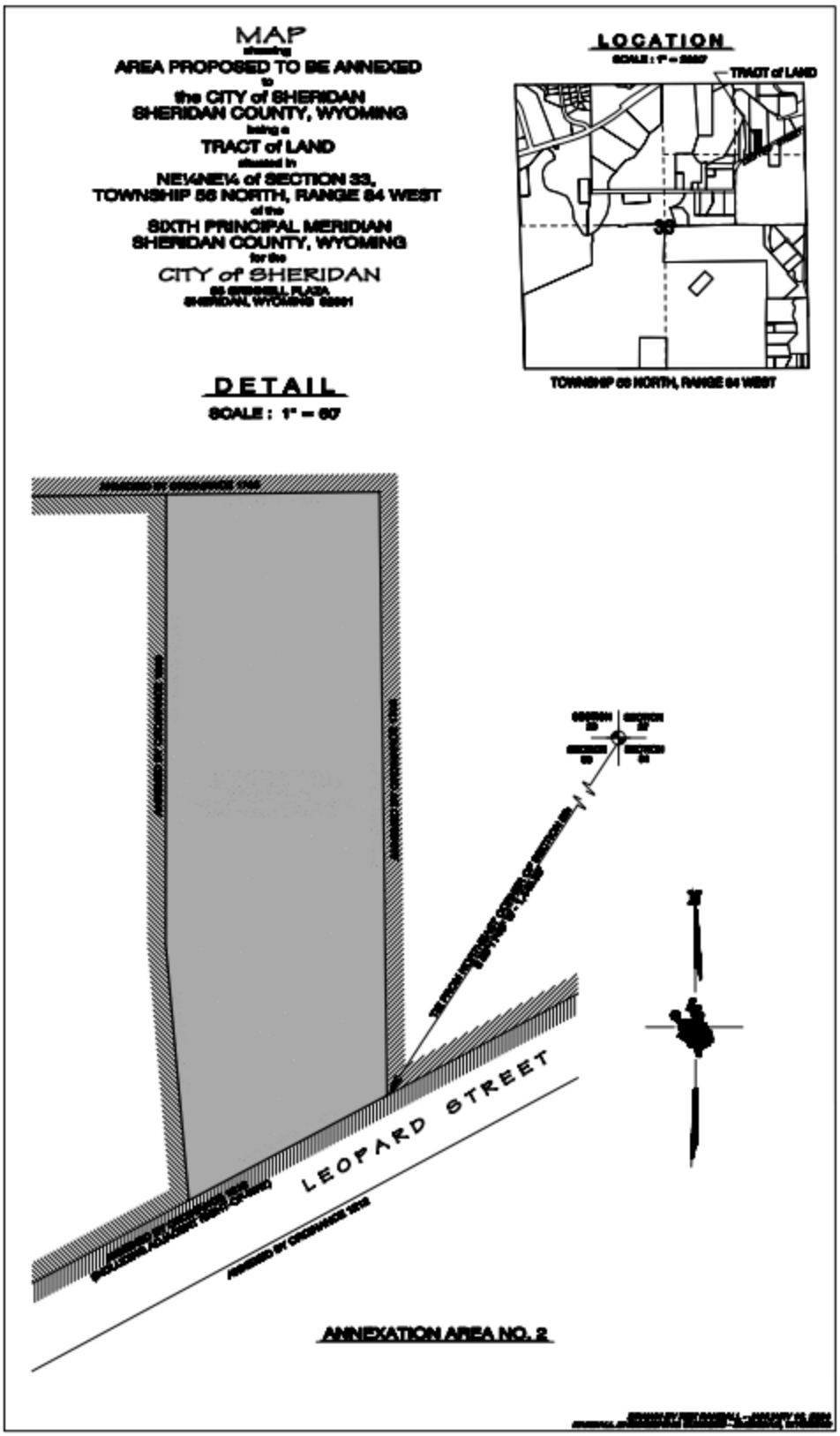


Figure 2 - Annexation Area No. 2 – 1305 Leopard Street

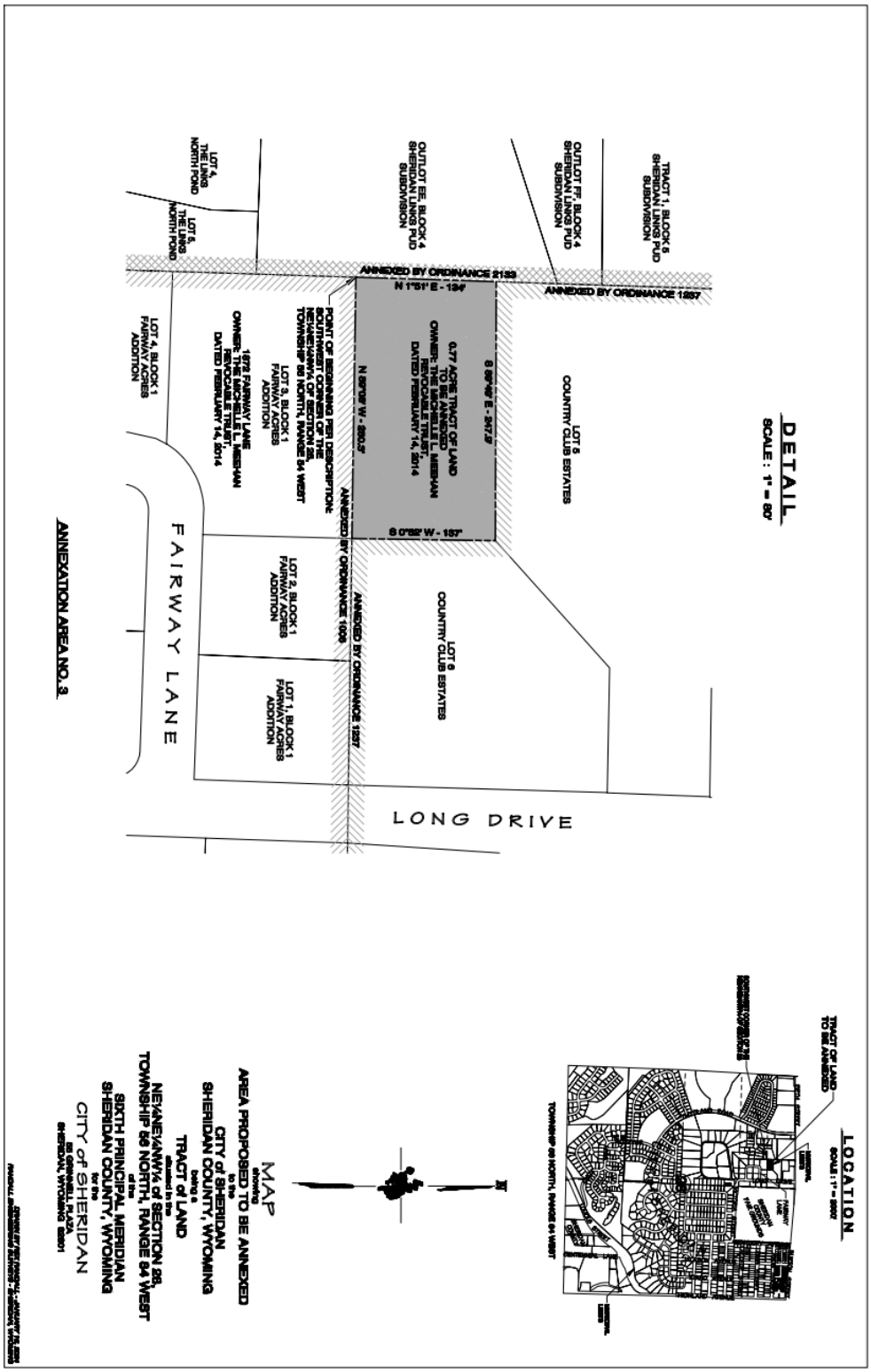


Figure 3 - Annexation Area No. 3 – Tract of Land Adjacent to 1872 Fairway Lane

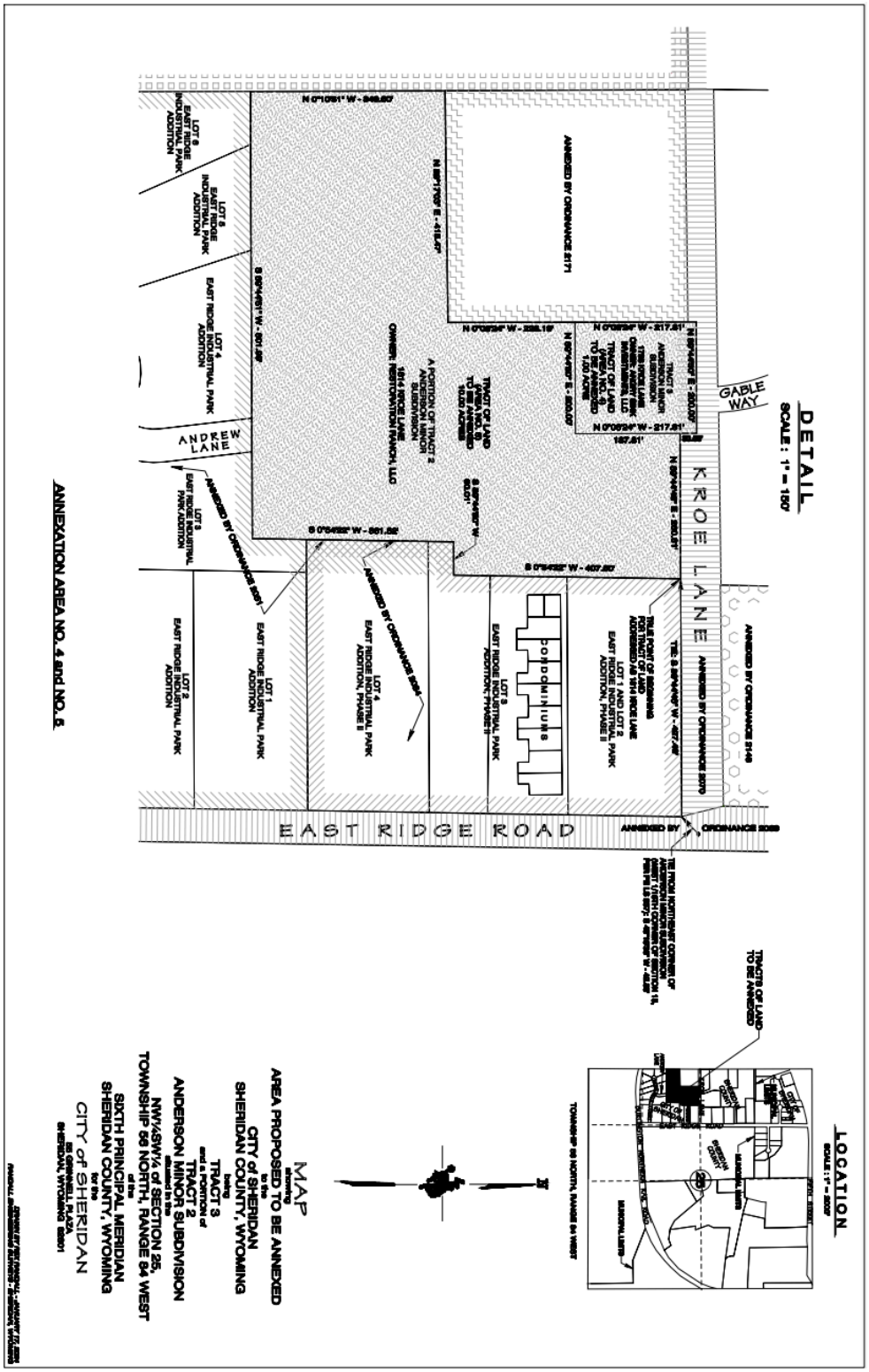


Figure 4 - Annexation Area No. 4 & 5 – 1738 & 1814 Kroe Lane

STATUTORY REQUIREMENTS

Wyoming Statute 15-1-402 sets specific requirements for annexation documentation. Section 15-1-402(a) requires that the annexation report contain, at a minimum, the following information:

(i) A map of the area to be annexed showing identifiable landmarks and boundaries and the area which will, as a result of the annexation, then be brought within one-half (1/2) mile of the new corporate limits of the city, if it has exercised the authority granted under W.S. 15-3-202(b)(ii);

(ii) The total estimated cost of infrastructure improvements required of all landowners by the annexing municipality related to the annexation;

(iii) A list of basic and other services customarily available to residents of the city or town and a timetable when those services will reasonably be available to the area proposed to be annexed;

(iv) A projected annual fee or service cost for services described in paragraph (iii);

(v) The current and projected property tax mill levies imposed by the municipality;

(vi) The cost of infrastructure improvements required within the existing boundaries of the municipality to accommodate the proposed annexation.

Additionally, WS 15-1-402 requires that the City Council be able to make the following findings as part of the adoption of the annexation ordinance:

(i) An annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the city or town;

(ii) The urban development of the area sought to be annexed would constitute a natural, geographical, economical and social part of the annexing city or town;

(iii) The area sought to be annexed is a logical and feasible addition to the annexing city or town and the extension of basic and other services customarily available to residents of the city or town shall, within reason, be available to the area proposed to be annexed;

(iv) The area sought to be annexed is contiguous with or adjacent to the annexing city or town, or the area meets the requirements of W.S. 15-1-407;

(v) If the city or town does not own or operate its own electric utility, its governing body is prepared to issue one (1) or more franchises as necessary to serve the annexed area pursuant to W.S. 15-1-410; and

(vi) The annexing city or town, not less than twenty (20) business days prior to the public hearing required by W.S. 15-1-405(a), has sent by certified mail to all landowners and affected public utilities within the territory a summary of the proposed annexation report as required under subsection (c) of this section and notice of the time, date and location of the public hearing required by W.S. 15-1-405(a).

TOTAL ESTIMATED COST OF INFRASTRUCTURE IMPROVEMENTS

All of the private properties in the proposed annexation areas already have access to City or Sheridan Area Water System (SAWS) transmission mains. Properties 447 Canfield, 1738 and 1814 Kroe Lane currently are not connected to City sewer and may remain on their existing septic system until such a time when the septic system has failed and/or the property becomes within 400 ft of a City sanitary sewer main. No further improvements will be necessary at this time to provide services.

SERVICES CUSTOMARILY AVAILABLE TO RESIDENTS OF THE CITY OR TOWN AND SCHEDULE OF AVAILABILITY

The City of Sheridan typically provides the following services for all residents:

- Centralized Water and Sewer Distribution and Disposal
- Solid Waste Collection
- Street Maintenance
- Police Protection
- Fire and Ambulance (EMS)
- Maintenance of Parks and Open Areas

Water and Sewer Service

As stated above, all of the properties have access to existing water mains. 1738 Kroe and 447 Canfield are over 400 ft from a City sanitary sewer main. Other properties have access to existing sewer mains.

Solid Waste Collection

The City of Sheridan Solid Waste Division will be able to service all of the properties subject to the standard collection fees assessed to all city customers.

Street Maintenance

The City already maintains the roads surrounding the properties.

Police Protection/Fire and Ambulance EMS

At present it is not anticipated that any additional funding will be necessary for police or emergency services to serve these areas.

Maintenance of Parks and Open Areas

No additional public park land or open space is anticipated as an immediate result of these annexations.

THE CURRENT AND PROJECTED PROPERTY TAX MILL LEVIES IMPOSED BY THE MUNICIPALITY

Present and future property owners will be subject to additional municipal mill levy based on use of the property and County assessment. The current mill levy from the county for each property is listed below:

- 447 Canfield Street - 66.5 mill levy
- 1305 Leopard Street - 66.5 mill levy
- Tract of Land Adjacent to 1872 Fairway Lane - 63.5 mill levy
- 1738 Kroe Lane - 66.5 mill levy
- 1814 Kroe Lane - 66.5 mill levy

The projected mill levy for all the properties is 71.5.

THE COST OF INFRASTRUCTURE IMPROVEMENTS REQUIRED WITHIN THE EXISTING BOUNDARIES OF THE MUNICIPALITY TO ACCOMMODATE THE PROPOSED ANNEXATIONS.

No further improvements are anticipated as being necessary for the proposed annexation area to meet the present uses.

REVIEW OF FINDINGS REQUIRED UNDER WS 15-1-402

The City Council is required to make specific findings regarding the annexation proposal per state law. The following is staff commentary on these particular requirements.

An annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the city or town.

The private properties already benefit from access to water mains. New structures built within these areas will be thoroughly inspected for compliance with International Building Code Standards, reducing risk of fire or other adverse damage.

The urban development of the area sought to be annexed would constitute a natural, geographical, economical and social part of the annexing city or town.

All of the proposed annexations represent logical extensions that fill towards the existing corporate limits.

The area sought to be annexed is a logical and feasible addition to the annexing city or town and the extension of basic and other services customarily available to residents of the city or town shall, within reason, be available to the area proposed to be annexed.

All of the private properties in question already receive some City services. Providing the remainder of City services to these property owners will be straightforward.

The area sought to be annexed is contiguous with or adjacent to the annexing city or town, or the area meets the requirements of W.S. 15-1-407.

The proposed annexations all abut the corporate limits of the City, and in some cases are surrounded by the corporate limits.

If the city or town does not own or operate its own electric utility, its governing body is prepared to issue one (1) or more franchises as necessary to serve the annexed area pursuant to W.S. 15-1-410.

The City will honor its franchise agreements with existing electrical utilities.

The annexing city or town, not less than twenty (20) business days prior to the public hearing required by W.S. 15-1-405(a), has sent by certified mail to all landowners and affected public utilities within the territory a summary of the proposed annexation report as required under subsection (c) of this section and notice of the time, date and location of the public hearing required by W.S. 15-1-405(a).

At the date of the preparation of this annexation report, the city staff has, and will continue to abide by the state notification requirements.

CONCLUSIONS

Upon review of the proposed annexations, City Staff believes they meet the requirements of state law, and overall would be to the benefit of current and future residents.

ORDINANCE NO. 2280

AN ORDINANCE annexing and zoning certain specific areas, the perimeters of which are adjacent to and contiguous to the corporate limits of the City of Sheridan, Wyoming.

WHEREAS , by Resolution 05-24, duly adopted by the City Governing Body on on the 5th day of February 2024, following a request by the Sheridan County Clerk and the Sheridan County Commissioners to annex six specific properties into the corporate boundary of the City; and

WHEREAS, Wyoming Statute allows the City Governing Body to annex properties into the City of Sheridan corporate boundary; and

WHEREAS, the Planning Commission of the City of Sheridan has recommended to the City Council that said tracts of land be annexed to the City; THEREFORE,

BE IT ORDAINED BY THE E CITY OF SHERIDAN GOVERNING BODY:

FINDINGS

1. The City Governing Body approved Resolution 05-24 on February 5th, 2024, in accordance with W.S. 15-1-404(a)(i), finding that reasonable indicates that the specific areas defined below meets the conditions and limitations of W.S. 15-1-402.

2. The City Planning Commission held a public hearing on _____, being at least 15 days after publication in accordance with City Ordinance Appendix A(6),

   A. The City Planning Commission recommended to the City that said tracks be annexed into the City.

3. The City Governing Body approved Resolution 05-24 on February 5, 2024 in accordance with W.S. 15-1-405, certifying compliance with W.S 15-1-402, being held at least 30 days after the approval of Resolution 05-24.

4. The perimeter of real properties identified below are surrounded by 75% or more of the City corporate limits.

Section 1. ANNEXATION.

That the following described tracts of land are hereby annexed into the City of Sheridan, to wit:

AREA NO. 1 : (Addressed as 447 Canfield Street, Sheridan, Wyoming)

A tract of land situated in Block 1 of the Suburban Homes Company Addition to the City of Sheridan, Wyoming; more particularly described as follows: Beginning at the Southeast Corner of said Block 1; thence N 22°29'12" W for a distance of 351.69 feet; thence S 67°30'48" W for a distance of 40.00 feet; thence S 30°31'53" W for a distance of 282.13 feet; thence S 20°02'04" E for a distance of 55.00 feet; thence S 14°57'56" W for a distance of 160.00 feet; thence N 67°30'48" E for a distance of 365.02 feet to the point of beginning.

Said tract of land contains 1.85 Acres and is delineated on an accompanying map.

AREA NO. 2 : (Addressed as 1305 Leopard Street, Sheridan, Wyoming)

A tract of land situated in the NE¼NE¼ of Section 33, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, described as follows:

Beginning at a point on the North line of Leopard Street, said point being S 33°11'45" W a distance of 1,443.52 feet from the Northeast Corner of said Section 33; thence N 0°43'00" W for a distance of 335.53 feet; thence S 89°17'00" W for a distance of 118.56 feet; thence

S 0°04’09” W for a distance of 249.75 feet; thence S 5°11’02” E for a distance of 143.17 feet to a point on the North Right of Way of Leopard Street; thence along said Right of Way N 62°05’49” E for a distance of 124.60 feet the point of beginning.

Said tract of land contains 1.00 Acre and is delineated on an accompanying map.

AREA NO. 3 : (A Tract of Land Adjacent to Property Addressed as 1872 Fairway Lane)

A tract of land situated in NE¼NE¼NW¼ of Section 28, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, more particularly described as follows: Beginning at the Southwest Corner of the said NE¼NE¼NW¼ of said Section 28 (said point also being the Northwest Corner of the Fairway Acres Addition to the City of Sheridan, Wyoming); thence N 1°51’ E along the West boundary of said NE¼NE¼NW¼ for a distance of 134 feet to a point: thence S 89°49’ E for a distance of 247.9 feet to a point; thence S 0°52’ W for a distance of 137 feet to a point, (said point being the Northeast Corner of Lot 3, Block 1 of said Fairway Acres Addition); thence N 89°08’ W along the North boundary of said Fairway Acres Addition, a distance of 250.3 feet to the point of beginning.

Said tract of land contains 0.77 of an Acre and is delineated on an accompanying map.

AREA NO. 4 : (Addressed as 1738 Kroe Lane, Sheridan, Wyoming)

A tract of land being Tract 3 of the Anderson Minor Subdivision, a subdivision in Sheridan County, Wyoming, as recorded in Book 1 of Plats, Page 262.

Said tract of land contains 1.00 Acre and is delineated on an accompanying map.

AREA NO. 5 (Addressed as 1814 Kroe Lane, Sheridan, Wyoming)

A tract of land being a portion of Tract Two (2), Anderson Minor Subdivision, Sheridan County, Wyoming, located in the NW¼ of the SW¼ of Section 25, Township 56 North, Range 84 West of the Sixth Principal Meridian; being more particularly described as follows:

Commencing at the Northeast Corner of said Anderson Minor Subdivision, also accepted as the West 1/16 Corner of said Section 25, (per L.S. 567); thence S 45°19’36” W for a distance of 42.86 feet to a point on the South Right-of-Way of Kroe Lane; thence along said South Right-of-Way and parallel to the North line of said Subdivision, S 89°44’50” W for a distance of 427.48 feet to the True Point of Beginning of this survey; thence parallel to the East line of said Subdivision, S 0°54’22” W for a distance of 407.60 feet; thence S 89°44’50”W for a distance of 60.01 feet; thence S 0°54’22” W for a distance of 361.52 feet; thence S 89°44’51” W for a distance of 801.99 feet to a point on the West boundary of said Subdivision; thence along said West line, N 0°10’31” W for a distance of 349.60 feet; thence N 89°17’03” E for a distance of 415.47 feet; thence N 0°08’24” W for a distance of 228.19 feet; thence N 89°44’50” E for a distance of 200.00 feet; thence N 0°08’24” W for a distance of 187.81 feet to a point on the South Right-of-Way line of Kroe Lane; thence along said Right-of-Way and parallel to the North line of said Subdivision, N 89°44’50” E for a distance of 260.81 feet to the True Point of Beginning of this survey.

Said tract of land contains 10.00 Acres and is delineated on an accompanying map.

Section 2. ZONING.

The zoning being assigned to the aforementioned properties is as follows:

AREA NO. 1 : To be zoned B-1.

AREA NO. 2 : To be zoned R-1.

AREA NO. 3 : To be zoned R -1.

AREA NO. 4 : To be zoned M-1.

AREA NO. 5 : To be zoned M-1.

Section 4. SEVERABILITY.

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

Section 5. EFFECTIVE DATE.

That this ordinance shall be in full force on _____ _____, 2024.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ , 2024.

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 _____ , 2024.

Notary Public

My commission expires _____ .

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

Attorney

MEMORANDUM

RE: Consideration of Moxey-Schreiber Sewer Resolution - City Attorney Brad Thimmesch
From: Brad Thimmesch, City Attorney
To: City Council
CC: Stuart J. McRae
Date: 04/01/2024

Discussion:
See attached agreement.

Attachments

Agreement

SETTLEMENT AGREEMENT
AND GENERAL RELEASE

This Settlement Agreement and Mutual General Release (hereinafter referred to as the "Agreement") by and between Schreiber, LLC, a Wyoming close limited liability company, and Moxey Schreiber Veterinary Hospital, P.C., a Wyoming close corporation, (collectively "Schreiber") and the City of Sheridan, a Wyoming municipal corporation (the "City") (collectively the "parties").

RECITALS

A. Schreiber owns and/or operates on the real estate located at 1650 Commercial Ave, Sheridan, Wyoming 82801 (the "Property").

B. The Property has sustained damage as a result of surface, ground, and/or subterranean water.

C. Since approximately 2018, Schreiber has made multiple improvements to the Property to address water drainage.

D. The City has agreed to assist Schrieber with the cost of installing a new service line on the Property (the "New Service Line") and additional water drainage remediation.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

SETTLEMENT AGREEMENT

1. INTENT OF THE PARTIES

By entering into this Agreement, it is the intent of the parties to compromise and settle any potential claims against each other, and those of their past, present, and future principals, agents, managers, members, officers, directors, shareholders, employees, employers, partners, successors, spouse, assignees, heirs, devisees, indemnitors, insurance companies, and attorneys, relating to or arising from surface, ground, and/or subterranean water on or around the Property, the main sewer line, the New Service Line, and any other claims arising out of any other dealings to date, and to release the same from any and all liability related to the surface, ground, and/or subterranean water on or around the Property, the main sewer line, the New Service Line, and any other dealings to date. This Agreement is not, and shall not be treated as, an admission of liability by any party to this Agreement for any purpose.

2. RELEASE AND DISCHARGE

In exchange for valuable consideration, contained herein, and for other good and valuable consideration, the receipt of which is acknowledged by each party, the parties promise, agree, and release as follows:

Except as to such rights or claims as may be created by this Agreement, and in consideration of the execution of this Agreement by the parties, each party, on behalf of themselves, all people acting in their respective behalf, their heirs, spouses, and all their managers, members, employees, successors, parents, principals, subordinates, agents, and assignees, hereby release, remise, and forever discharge each other, and all people acting in their respective behalf, and all their managers, members, employees, successors, parents, principals, subordinates, agents, attorneys, officers, directors, shareholders, and assignees, hereto from any and all claims, potential claims, demands made, and any other claims, demands, or causes of action, known or unknown, foreseen or unforeseen, existing or contingent, past, present, or future, which may arise from, related to, or in connection with surface, ground, and/or subterranean water on or around the Property, the main sewer line, the New Service Line, and any other claims arising out of any other dealings to date.

3. CONSIDERATION

In consideration of the mutual release, contained herein, the parties promise and agree as follows:

i. The City shall pay to Schreiber the total principal sum of thirty-eight thousand three hundred sixty dollars ($38,360.00);

ii. Schrieber shall install the New Service Line;

iii. Schreiber accepts and assumes the possession and ownership of the New Service Line; and

iv. Upon Schreiber completing the construction of the New Service Line, Schreiber shall cease using any septic system and leech field.

4. FURTHER DOCUMENTS

The parties agree to execute any documents needed to have any pending civil action dismissed with prejudice and to execute any other document necessary to effectuate the terms of this Agreement.

5. NO ADMISSION

It is understood by the parties that nothing contained in this Agreement, including, without limitation, the payment of any consideration hereunder, or the waiver of any rights hereunder, shall be interpreted or construed to be an admission on the part of, or to the prejudice of, any party in any capacity. Except for the obligations created by this Agreement, each party expressly denies any and all liability associated with or related, whether directly or indirectly, to the disputed matters herein.

6. BINDING EFFECT

The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, spouses, members, managers, executors, administrators, employees, agents, personal representatives, successors, partners, managers, members, and assigns of the respective parties hereto.

7. ADVICE OF ATTORNEY

Each party warrants and represents that, in executing this Agreement, they have relied upon legal advice from the attorney of their choice; that the terms of the Agreement have been read, and its consequences (including, but not limited to, risks, complications, and costs) have been completely explained to them by that attorney; that adequate time has been given for them to consult with their attorney, to ask any questions concerning this Agreement to receive responses to those questions, and to contemplate the attorney's advice concerning this Agreement; and that the parties fully understand the terms of this Agreement. The parties to this Agreement acknowledge, warrant, and represent that, in executing this Agreement, they have not relied on any inducements, promises, or representations made by any other party to this Agreement or any person or entity representing or serving another party, except for those expressly stated in this Agreement.

8. NO MODIFICATION

This document sets forth the entire agreement between the parties and may not be altered, amended, or modified in any respect except by written instrument, duly executed by the party to be charged. All earlier understandings, oral agreements, and writings are expressly superseded hereby and are of no further force or effect.

9. DEFAULT AND ENFORCEMENT COSTS

If any party to this Agreement becomes involved in a dispute or controversy, including, but not limited to, arbitration, mediation, or litigation, arising out of this Agreement, or the enforcement or performance of it, then the prevailing party in such dispute or controversy, or in a separate suit, shall be entitled to their reasonable costs and expenses incurred in connection with such dispute or controversy, including expert witness fees and attorneys' fees, which costs and expenses shall be deemed to have accrued on the commencement of such dispute or controversy, and shall include consultation expenses and fees. The parties agree that the prevailing Party shall recover the reasonable amount of all such expenses and fees incurred.

10. GOVERNING LAW; JURISDICTION; AND VENUE

The parties understand and acknowledge that this Agreement is governed by and construed in accordance with the laws of the State of Wyoming. Furthermore, the parties hereby acknowledge and agree that any lawsuit brought regarding this Agreement shall be brought in the appropriate court in Sheridan County, and the parties submit to the personal jurisdiction of the appropriate court in Sheridan County, Wyoming and waive any objections to jurisdiction and venue in such court.

11. CONSTRUCTION

As used in this Agreement, the masculine, feminine, or neutral gender, the singular or plural numbers, and the conjunctive or disjunctive shall each be deemed to include the other whenever the context so indicates. This Agreement shall be construed in accordance with its fair meaning, the captions being for the convenience of the parties only and not intended to describe or define the provisions in the portions of this Agreement to which they pertain. The terms of this Agreement have been freely negotiated by the parties, and this Agreement shall not be construed against the drafter, as these drafting services have been performed as a courtesy to the other parties to this Agreement. In the event that any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect.

12. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

13. TIME OF ESSENCE

Time is of the essence of this Agreement.

14. AUTHORITY TO SIGN

Each person signing this Agreement on behalf of a party represents and warrants that he or she has authority to sign this Agreement on behalf of that party.

15. EXECUTION IN COUNTERPARTS

This Agreement may be executed by the parties in separate counterparts which, when taken together, shall constitute a fully executed Agreement. This Agreement may be executed and delivered by facsimile or electronic transmission, with any party causing a facsimile or electronic copy bearing such party's signature to be sent by facsimile or electronically being deemed to have executed and delivered an original Agreement.

16. EFFECTIVE DATE

This Agreement shall be effective as of the date of the last signature hereto.

Schreiber:

VM President — 3/13/24

Sarah J. Schreiber; President of Moxey Schreiber Veterinary Hospital, P.C. and Member/Manager of Schreiber, LLC — Date

City of Sheridan:

Richard Bridger, Mayor — Date

ATTEST:

Cicilia 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

Attorney

MEMORANDUM

RE: Consideration of Goose Creek Transit Fuel Contract - City Administrator Stuart McRae and City Attorney Brad Thimmesch

From: Brad Thimmesch, City Attorney

To: City Council

CC: Stuart J. McRae

Date: 04/01/2024

Discussion:

See attached memo and draft agreement.

Attachments

Memo

Agreement

JAY A. GILBERTZ
KENDAL R. HOOPES
KEVIN K. KESSNER
CHRISTOPHER M. SHERWOOD

BRAD M. THIMMESCH
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LAWRENCE A. YONKEE
(1935-1995)

TELEPHONE (307) 674-7451
FAX (307) 672-6250

MEMORANDUM

To: City of Sheridan
From: Brad Thimmesch
Subject: HUB Fuel Agreement
Date: March 26, 2024

Mayor and Council,

Following the March 25, 2024, Study Session Council Meeting, I have made the following changes to the HUB Fuel Agreement:

1. **Paragraph 4(a):** "Goose Creek Transit shall refuel its buses at locations designated by the City."

All remaining terms and conditions of the Agreement remained the same as presented at the Study Session.

YONKEE & TONER, LLP

Brad M. Thimmesch

CITY OF SHERIDAN
HUB FUEL AGREEMENT

This Agreement is made by and between the City of Sheridan, a municipal corporation organized under the laws of the State of Wyoming, whose address is 55 Grinnell Plaza, Sheridan Wyoming 82801, hereinafter referred to as the "City," and The HUB on Smith, whose address is 211 Smith Street, Sheridan, hereinafter referred to as the "Goose Creek Transit".

WHEREAS, City has determined that the services provided by the Goose Creek Transit in Sheridan, Wyoming, as hereinafter set forth, are of direct benefit to the City and its residents, and that the City should assist in the funding thereof for the term of this Agreement.

NOW, THEREFORE, the City and Goose Creek Transit hereby agree as follows:

1. SCOPE OF SERVICES: The Goose Creek Transit shall perform the following services:

    a. A public bus transit service, "Goose Creek Transit".

2. INITIAL TERM: This Agreement shall commence on July 1, 2024, and continue in force until June 30, 2026.

    TERM EXTENSIONS: This Agreement shall be automatically extended for two (2) additional two (2) year terms, unless either party provides written notice of termination to the other party at least ninety (90) days prior to the expiration of the respective term.

3. COMPENSATION AND METHOD OF PAYMENT: The City agrees to provide Goose Creek Transit $100,000 annually for fuel needed to operate Goose Creek Transit beginning July 1, 2024, until June 30, 2026. Any unused funds by Goose Creek Transit upon termination of this Agreement shall be returned to the City within 30 days.

    a. The City shall remit funds on a quarterly basis with the first payment owed on July 31, 2024, and remitted immediately upon approval of this Agreement.

4. USE OF FUEL: Fuel shall be used solely for the services described in Paragraph 1.

    a. Goose Creek Transit shall refuel its buses at locations designated by the City.

5. USE OF FEES: Goose Creek Transit acknowledges and promises that any and all fees collected by Goose Creek Transit during the course of its services as described herein shall be used and only used in support of Goose Creek Transit's operations related to said services.

6. TRANSIT ANALYSIS: The City and Goose Creek Transit shall collaborate and work together to evaluate the need for public transportation in Sheridan, identify cost saving measures and potential revenue sources. In November of each year, Goose Creek Transit shall present to City Council at a regularly scheduled meeting a status report. In March of each year, Goose Creek Transit shall present to City Council at a regularly scheduled meeting proposed changes based on the collaborative work with the City.

7. DEFAULT/TERMINATION: Any one or more of the following acts or omissions of this Agreement may constitute an event of default or termination:

    a. A default is a violation of this Agreement that may be declared by either party by providing notice to the other. The defaulting party shall have thirty (30) days to cure the default. Failure to cure a default shall grant the non-defaulting party the right to terminate this Agreement. Defaults may include but are not limited to:

        i. Failure to satisfactorily perform any required task, service, covenant, or condition;
        ii. Failure to assure the City that it is capable of performing the obligations herein; or
        iii. Failure to use funds in accordance with this Agreement.

    b. The City may terminate this Agreement upon notice to Goose Creek Transit for the following:

        i. Dissolution, bankruptcy, or insolvency of Goose Creek Transit;
        ii. Goose Creek Transit has acted fraudulently, negligently, or completed an application for funding which could be construed as fraudulent, materially incorrect, or materially misleading;
        iii. Violation of any Federal, State, or Local law; or
        iv. Commission of a crime by Goose Creek Transit or an employee of Goose Creek Transit who is charged with a crime of fraud, embezzlement, theft, or any felony.

8. AMENDMENT: Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument and executed by all parties to this Agreement.

9. AUDIT AND ACCESS TO RECORDS: The City and its representatives shall have access to any books, documents, papers, electronic data, and records of Goose Creek Transit which are pertinent to this Agreement for auditing purposes. These documents shall be retained by Goose Creek Transit for a period of three (3) years after the end of this Agreement or the termination date, whichever is first.

10. NOTICES: All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses below either by regular mail, facsimile, email, or delivery in person.

City of Sheridan	Goose Creek Transit
City Clerk's Office	The Hub on Smith Street
55 Grinnell Plaza	211 Smith Street
Sheridan, WY 82801	Sheridan, WY 82801

    If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the date of mailing.

11. INDEPENDENT GOOSE CREEK TRANSIT: Consistent with the express terms of this Agreement, Goose Creek Transit and its employees and agents are not employees of the City in any respect and shall be free from control or direction over the details of the performance of services under this Agreement. Goose Creek Transit shall assume sole responsibility for any debts or liabilities that may be incurred by Goose Creek Transit in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing Goose Creek Transit or its agents or employees to act as an agent or representative for or on behalf of the City to incur any

obligation of any kind on behalf of the City. Goose Creek Transit agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to City employees will inure to the benefit of Goose Creek Transit's agents or employees as a result of this Agreement.

12. POLITICAL ACTIVITY: Goose Creek Transit shall not use any funds received from the City to engage in any political activity designed to bolster or harm any political party, its specific political platform, Political Action Committee, ballot measure, or candidate for public office. Goose Creek Transit may provide written or verbal information to individuals or candidates upon request provided such information is made available to the public at large on an equal basis. Goose Creek Transit may sponsor public forums organized to educate the general public on issues relevant to the activities subject to this Agreement.

13. CONFLICT OF INTEREST: The Goose Creek Transit certifies that it presently has no interest, and shall not acquire any interest, direct or indirect, financial, or otherwise, which would conflict in any manner or degree with performance of the services hereunder.

14. APPLICABLE LAW, RULES OF CONSTRUCTION, AND VENUE: The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder, "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the Fourth Judicial District, Sheridan County, Wyoming.

15. ASSIGNMENT: Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. Goose Creek Transit shall not use this Agreement, or any portion thereof, for collateral for any financial obligation.

16. COMPLIANCE WITH LAWS: Goose Creek Transit shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement. Failure to do so will give the City the right to immediately terminate this Agreement.

17. NON-DISCRIMINATION: In rendering services under this Agreement, Goose Creek Transit shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

18. ENTIRETY OF AGREEMENT: This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representation, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

19. FORCE MAJEURE: Neither party shall be liable for failure to perform under this Agreement if:

    a. the failure to perform was caused by an impediment beyond its reasonable control;
    b. that the impediment could not reasonably have been anticipated to occur prior to its occurrence; and
    c. that the impediment could not reasonably been avoided or overcome.

    Such examples could include but is not limited to acts of God, acts of nature, acts of terrorism, government orders, or quarantines. Provided, however, a party may not invoke this clause for failing to follow Federal or State guidelines concerning epidemics or pandemics which results in a quarantine or other form of impediment. The party to invoke this clause may not do so unless they have given

notice to the other party no later than five (5) business days following the force majeure event and provide a report of the actions taken to avoid the impediment.

20. INDEMNIFICATION: Goose Creek Transit shall indemnify, hold harmless, and assume the defense of the City, its officers, employees, agents, and elective officials from all claims, losses, damages, including property damages, personal injury, death, and liability of every kind, directly or indirectly, accruing or arising as a result of or in connection with Goose Creek Transit's activities in relation to this Agreement.

21. SEVERABILITY: Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

22. GOVERNMENTAL IMMUNITY: The City expressly reserves the right to invoke governmental immunity for any claim arising out of this Agreement pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-101 *et seq.*

23. THIRD PARTIES: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall be solely to their benefit. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance, or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.

24. TITLES NOT CONTROLLING: Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

25. WAIVER: The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

26. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties, and there are no other terms or conditions, oral or written, concerning, or controlling this matter. Time is of the essence hereof.

27. SIGNATURES: The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement on this ____ day of _____ 2024.

CITY OF SHERIDAN, WYOMING	**THE HUB ON SMITH**
_____	_____
Richard Bridger, Mayor	By
ATTEST:	_____
	Print Name
_____	_____
Cecilia Good, City Clerk	Title