



**AGENDA
CITY OF SHERIDAN
APRIL 15, 2024
REGULAR COUNCIL MEETING START 7:00 P.M.**

1. Call to Order
2. Pledge of Allegiance
3. Invocation to be given by Tony Forman - Cornerstone Church
4. Roll Call of Members
5. Consideration of Agenda
6. Community Update
 - A. Wyoming 211 - Olivia Schon, Director of Development and Marketing
 - B. Sheridan Recreation District Kendrick Pool Update - Alex Mock, Executive Director
 - C. Public Safety Telecommunicators Week Proclamation - Police Chief Travis Koltiska
 - D. National Animal Control Officer Week Proclamation - Police Chief Travis Koltiska
7. Staff Update
 - A. 2024 Construction Projects Update - City Engineer Thomas Morneau
8. Comments from the Public
9. Consent Agenda
 - A. Extension of term for the M1/M2 Zoning Committee: Mayor Richard Bridger, Councilors Andrew Patceg and Steve Brantz, and Ryan Franklin and Tod Windsor.
 - B. Approval of Mayor Rich Bridger as Voting Delegate for the 2024 Summer WAM Conference
 - C. Reappointment of Dr. Kristopher Schamber to the Police Civil Service Commission for a term expiring on April 19, 2027.

- D. Award to LJS Concrete & Excavating for the Sheridan Access Gate Improvements Project in the Amount of \$188,946
- E. Award to DOWL for the Transportation Plan Update in the Amount of \$75,000
- F. Minutes of Regular Council Meeting April 1, 2024
- G. Claims

OLD BUSINESS

- 10. Consideration of the Third and Final Reading of Ordinance 2277 Updating the Process for Approving Amendments to PUD Master Plans - City Clerk Cecilia Good
- 11. Consideration of the Third and Final Reading of Ordinance 2275 Converting Responsibilities of Board of Appeals to the Board of Adjustment - City Clerk Cecilia Good
- 12. Consideration of the Second Reading of Ordinance 2281 Changing the Time for Regular City Council Meetings - City Clerk Cecilia Good
- 13. Consideration of Third and Final Reading of Ordinance 2280 Government Initiated Annexations - Public Works Director Hanns Mercer

NEW BUSINESS

- 14. Consideration of Amendment "A" to the Emergency Medical Services Agreement - City Attorney Brad Thimmesch
- 15. Consideration of Request for Water Service at 247 Decker Road - Utilities Director Dan Roberts
- 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

Police

MEMORANDUM

RE: Public Safety Telecommunicators Week Proclamation - Police Chief Travis Koltiska

From: Travis Koltiska, Police Chief

To: City Council

CC: City Administrator Stuart McRae

Date: 04/15/2024

Recommendation:

Please see the attached Proclamation.

Attachments

Public Safety Telecommunicators Week Proclamation



PROCLAMATION

Public Safety Telecommunicators Week

WHEREAS, professional telecommunicators perform a critical function when an emergency occurs requiring law enforcement, fire, or ambulance, as well as those related to forestry, highway safety, and maintenance activities, and

WHEREAS, thousands of dedicated telecommunicators daily serve the citizens of the United States by answering their calls for police, fire, and emergency medical services and by dispatching the appropriate assistance as quickly as possible; and

WHEREAS, professional telecommunicators are critical to the City of Sheridan and the County of Sheridan, emergency response and homeland security services, dispatching law enforcement, firefighters, emergency medical services, and other emergency responders 24 hours a day, seven days a week; and

WHEREAS, professional telecommunicators are not visible as the men and women who arrive on the scene of emergencies, but provide the vital link to public safety services as part of the first responder team.

NOW, THEREFORE, BE IT RESOLVED, the City of Sheridan, Wyoming, hereby recognizes and proclaims April 14 through April 20 to be Public Safety Telecommunicators Week and urges each individual in the community to recognize and honor our local Public Safety Telecommunicators and the vital contributions they make to the safety and well-being of our citizens.



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 15th 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

Police

MEMORANDUM

RE: National Animal Control Officer Week Proclamation - Police Chief Travis Koltiska

From: Travis Koltiska, Police Chief

To: City Council

CC: Stuart J. McRae, City Administrator

Date: 04/15/2024

Recommendation:

Please see the attached Proclamation.

Attachments

National Animal Control Officer Week Proclamation



PROCLAMATION
National Animal Control Officer Week

WHEREAS, the National Animal Care and Control Association annually designates the second full week in April as Animal Control Officer Appreciation Week; and

WHEREAS, during this week of appreciation, we recognize the hard-working men and women of Sheridan Police Department Animal Control who devote huge amounts of time and resources while they serve the public like other public safety and law enforcement agencies empowered with the same duties; and

WHEREAS, the City of Sheridan expresses its sincere thanks and recognizes our Animal Control Officers for their dedication and the services they perform for our residents and the animals living in our community, and for fulfilling the Sheridan Police Department's commitment to providing the highest and most efficient level of customer service; and

WHEREAS, our Animal Control personnel go out into the community to protect the welfare of helpless animals and pets that are rescued from injury, disease, abuse, and starvation, and Animal Control Officers provide the essential functions of enforcing Animal Control laws, protecting the public from diseases such as rabies, and educating the public on the proper care of our community's pets.

NOW, THEREFORE, BE IT RESOLVED, the City of Sheridan, Wyoming, hereby recognizes and proclaims April 14 through April 20, to be National Animal Control Officer Week and urges each individual in the community to recognize and honor our local Animal Control Officers and the vital contributions they make to the safety and well-being of our citizens.

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 15th day of April 2024.

Richard Bridger, Mayor
City of Sheridan, WY



CITY OF SHERIDAN, WYOMING

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Public Works

MEMORANDUM

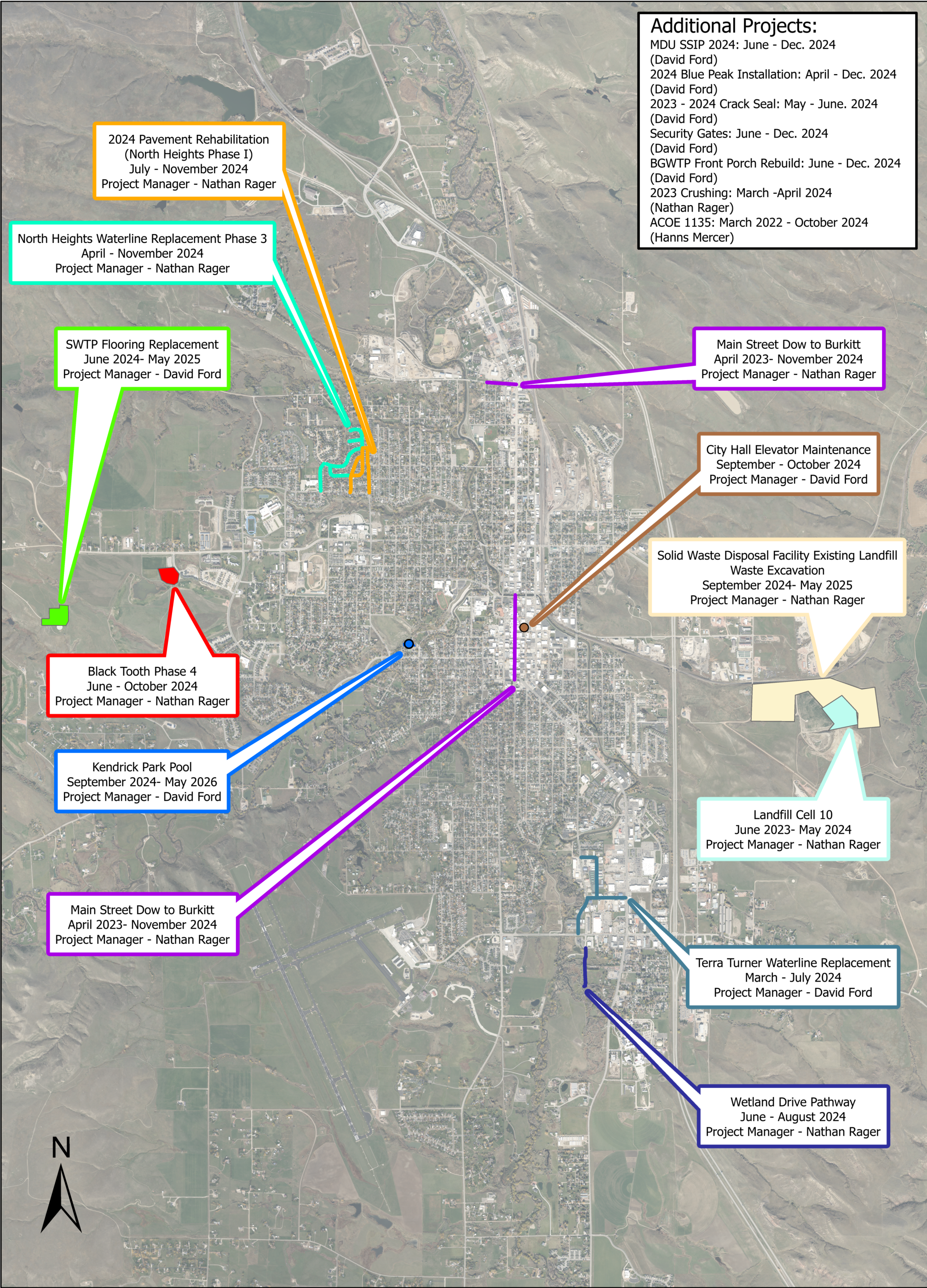
RE: 2024 Construction Projects Update - City Engineer Thomas Morneau
From: Thomas Morneau, City Engineer
To: City Council
CC:
Date: 03/25/2024

Attachments

Map

2024 Construction Projects

Anticipated Construction Dates





CITY OF SHERIDAN, WYOMING

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

MEMORANDUM

RE: Extension of term for the M1/M2 Zoning Committee: Mayor Richard Bridger, Councilors Andrew Patceg and Steve Brantz, and Ryan Franklin and Tod Windsor.

From: Jennifer Rizer, Executive Assistant

To: City Council

CC: City Administrator Stuart McRae

Date: 04/15/2024

Recommendation:

Staff recommends that the Mayor and City Council extend the term of the M1/M2 Zoning Committee. See the attached committee form.

Background:

The M1/M2 Zoning committee was set to expire in April. However, because the project is still ongoing, staff recommends extending the committee's term until the final reading of the Ordinance updating the City code to accommodate the new zoning classifications.

Discussion:

Committee Intention: As a part of annexation, do not harm the current uses of the surrounding area while creating future uses appropriate to a long-term vision for the benefit of the City of Sheridan. **Purpose:** The Committee shall evaluate and recommend to the City Governing Body the following:

1. Identify uses for an M2-Industrial Zone
2. Identify nuisance and nonconforming use issues
3. Identify the process necessary for proper public and business outreach, professional assistance, and plan of implementation
4. Recommendations for current M-1 properties on Coffeen Ave
5. Make a recommendation to the City Council Governing Body on which properties, if any, should be annexed into the City jurisdiction
6. Recommend any ordinance changes necessary to the Governing Body

Attachments

M1/M2 Zoning Committee Form



**City of Sheridan
Council Committee Form**

Committee Name: M1/M2 Zoning

Creation Date: June 5, 2023

Extension Date: April 15, 2024

Assigned Committee Members: Mayor Richard Bridger, Councilors Andrew Patceg and Steve Brantz, and Ryan Franklin and Tod Windsor.

Committee Intention: As a part of annexation, do not harm the current uses of the surrounding area while creating future uses appropriate to a long-term vision for the benefit of the City of Sheridan.

Purpose: The Committee shall evaluate and recommend to the City Governing Body the following:

- 1) Identify uses for an M2-Industrial Zone
- 2) Identify nuisance and nonconforming use issues
- 3) Identify the process necessary for proper public and business outreach, professional assistance, and plan of implementation
- 4) Recommendations for current M-1 properties on Coffeen Ave
- 5) Make a recommendation to the City Council Governing Body on which properties, if any, should be annexed into the City jurisdiction
- 6) Recommend any ordinance changes necessary to the Governing Body

Termination: This Committee shall terminate upon completing this project's intended purpose until the final reading and adoption of Ordinance 2282. Recommendations shall be made to the Governing Body by December 31, 2024.

Approved by:


Rich Bridger, Mayor

Attest:


Cecilia Good, City Clerk



CITY OF SHERIDAN, WYOMING

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

MEMORANDUM

RE: Approval of Mayor Rich Bridger as Voting Delegate for the 2024 Summer WAM Conference

From: Richard Bridger, Mayor

To: City Council

CC: Stuart J. McRae, City Administrator

Date: 04/15/2024

Background:

Approval of Mayor Rich Bridger as Voting Delegate and Council member Kristen Jennings as Alternate Delegate for the WAM Summer Conference 2024

Attachments

Form

**WYOMING ASSOCIATION OF MUNICIPALITIES
2024 WAM SUMMER CONVENTION
OFFICIAL VOTING DELEGATE FORM**

The following person has been selected as the ***Official Voting Delegate*** for the 2024 WAM Summer Convention Business Meeting in Pinedale, Thursday, June 6, 2024.

City/Town: _____

Name: _____

Title: _____

Alternate Delegate will be: _____

Title: _____

Date Approved by the City/Town Council: _____

Attest: _____ (City/Town Clerk)

PLEASE EMAIL, MAIL OR FAX TO WAM NO LATER THAN May 24, 2024.

315 West 27 Street, Cheyenne, WY 82001

Phone (307) 275-8376, Fax (307) 632-1942 or

Email to Earla Checchi at: checchi@wyomuni.org



CITY OF SHERIDAN, WYOMING

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

MEMORANDUM

RE: Reappointment of Dr. Kristopher Schamber to the Police Civil Service Commission for a term expiring on April 19, 2027.

From: Richard Bridger, Mayor

To: City Council

CC: City Administrator Stuart McRae

Date: 04/15/2024

Recommendation:

I would like to recommend the reappointment of Dr. Kristopher Schamber to the Police Civil Service Commission for a 3-year term expiring on April 19, 2027.



CITY OF SHERIDAN, WYOMING

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

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Public Works

MEMORANDUM

RE: Award to LJS Concrete & Excavating for the Sheridan Access Gate Improvements Project in the Amount of \$188,946

From: David Ford, Project Engineer

To: City Council

CC:

Date: 03/06/2024

Recommendation:

Staff recommends that the Mayor and City Council award the Access Gates Improvement Project to LJS Concrete & Excavating, the lowest qualified bid, in the amount of \$188,946.00.

Staff requests that for the Access Gates Improvement Project, the Mayor and City Council authorize the Public Works Director, Hanns Mercer, to act on behalf of the Council and Mayor on all matters related to this project.

Background:

The project includes the supply and installation of two (2) vertical lift gates at the Sheridan Big Goose and Sheridan Water Treatment plants, a dual cantilever gate at Utility Maintenance Facility on Kroe Lane, and other improvements which include electrical trenching and boring to supply power to gate operators, fencing, and site reclamation.

The project was advertised on February 28 and March 8, 2024. A pre-bid conference was held on March 13, 2024, and bids were due on March 20, 2024.

Bids Received:

● In-Yarak Construction	\$226,900.00
● SWI	\$266,500.00
● LJS Concrete & Excavating	\$188,946.00
● Williamson Fence	\$228,155.00

Funding:

This project is funded with Water and Sewer Enterprise Funds.



CITY OF SHERIDAN, WYOMING

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

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Public Works

MEMORANDUM

RE: Award to DOWL for the Transportation Plan Update in the Amount of \$75,000
From: Thomas Morneau, City Engineer
To: City Council
CC:
Date: 03/25/2024

Recommendation:

Staff recommends that the Mayor and City Council award the Sheridan Transportation Plan Update to DOWL in the amount of \$75,000.00.

Staff requests that for the update of the Transportation Plan, the Mayor and City Council authorize the Public Works Director, Hanns Mercer, to act on behalf of the Council and Mayor on all matters related to this Master Plan.

Background:

The City of Sheridan developed a transportation policy plan in 2009 to identify priorities and goals for transportation planning. The City is ready to continue with the next steps identified in the 2009 plan. The next steps include developing a list of projects and locations for improvements in the form of a capital improvements plan and official map, or major street plan. The plan included input from a Steering Committee, individual stakeholders, members of the Sheridan Community, and previous planning efforts.

The plan is intended to serve as a policy guide for transportation decision-making in the City of Sheridan. It was shaped by community vision and values gathered during an extensive public process. It laid the groundwork for future decisions and creating the next steps.

The Request for Proposal was advertised on October 13, November 10 and 20, 2023. Proposals were due on November 29, 2023 and one proposal from DOWL was submitted. The staff evaluated the proposal based on schedule, references, experience and staff.

Discussion:

The objective is to develop the next steps that were outlined in the 2009 plan. This will involve a phased approach of first collecting data and reviewing existing conditions, secondly, reassembling the Steering Committee to analyze the data, and thirdly, develop a list of projects including cost, locations and recommendations for the next CIP.

Funding:

The project is funded by Direct Distribution funds for Contractual Professional Services.

Attachments

2009 Transportation Plan

SHERIDAN TRANSPORTATION POLICY PLAN

Prepared for: City of Sheridan, Wyoming



November 2009

Prepared by:

Fehr & Peers
621 17th Street
Denver, CO 80293
303.296.4300



FEHR & PEERS
TRANSPORTATION CONSULTANTS

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1. INTRODUCTION

In 2007, the City of Sheridan commissioned a transportation planning study to serve as a guideline for addressing current transportation issues and planning for the future transportation needs. More than 250 community members participated in the public process that accompanied the study. However, as the public outreach process was coming to a close, community members began asking, “Should the transportation plan be developed before the City and County comprehensive plans are completed?” The answer was clearly no. As such, work on the transportation plan was suspended until the City and County comprehensive plans were completed.

Once the City and County comprehensive plans were adopted, the transportation plan effort continued. The comprehensive plans both defined transportation to include not only cars, but also bicyclists, walkers, and public transit users. This plan is based on that broader view of transportation.

This effort engaged the public and built a transportation policy plan based on the values and goals of the community. The purpose was not to create a specific list of future transportation projects but rather to create a framework on which to base future transportation decisions.

In an effort to reach as many Sheridan residents as possible, a variety of public input opportunities were provided. One-on-one meetings were held with stakeholders who would be significantly impacted by the Transportation Policy Plan or had participated previously in the transportation plan process. The meetings were conducted in order to better understand the transportation issues and concerns. Several public meetings were held where citizens could voice their values, goals, and concerns regarding the Sheridan transportation system. Additionally, a survey was available online as well as in print that asked people to evaluate the importance of a variety of transportation modes and strategies. A steering committee was also re-assembled to guide the direction of the Sheridan transportation plan.

Based on the public input gathered through the planning process goals, objectives, and strategies were developed to reflect the values of the community related to transportation. Additionally, next steps were developed to ensure that the plan can be applied and implemented successfully in Sheridan.



PURPOSE OF THE DOCUMENT

The Sheridan Transportation Plan is intended to serve as a policy guide for transportation decision making in the City of Sheridan. It has been shaped by community vision and values gathered during an extensive public process. The goals and policies laid out in this plan were derived directly from community input. Therefore, this document stands as a clear tool for evaluating how future transportation projects meet and achieve the community vision and values.

This plan was not intended to create a specific list of projects for the City to construct. Rather, it lays the groundwork for future discussions about how proposed projects meet the City's needs in light of the community goals detailed in this document. This plan recommends continuing the public process and creating transportation project lists with direct input from the community about their desired transportation improvements.

As the specific projects and desires are developed, this plan will serve as the lens through which each project is examined. There will undoubtedly continue to be disagreement about specific locations and local vs. city wide interests. The purpose of this document is to capture and define the transportation values that are widely held by the entire community and ensure that controversial decisions are informed by those values as specific projects are reviewed.

ORGANIZATION OF THE DOCUMENT

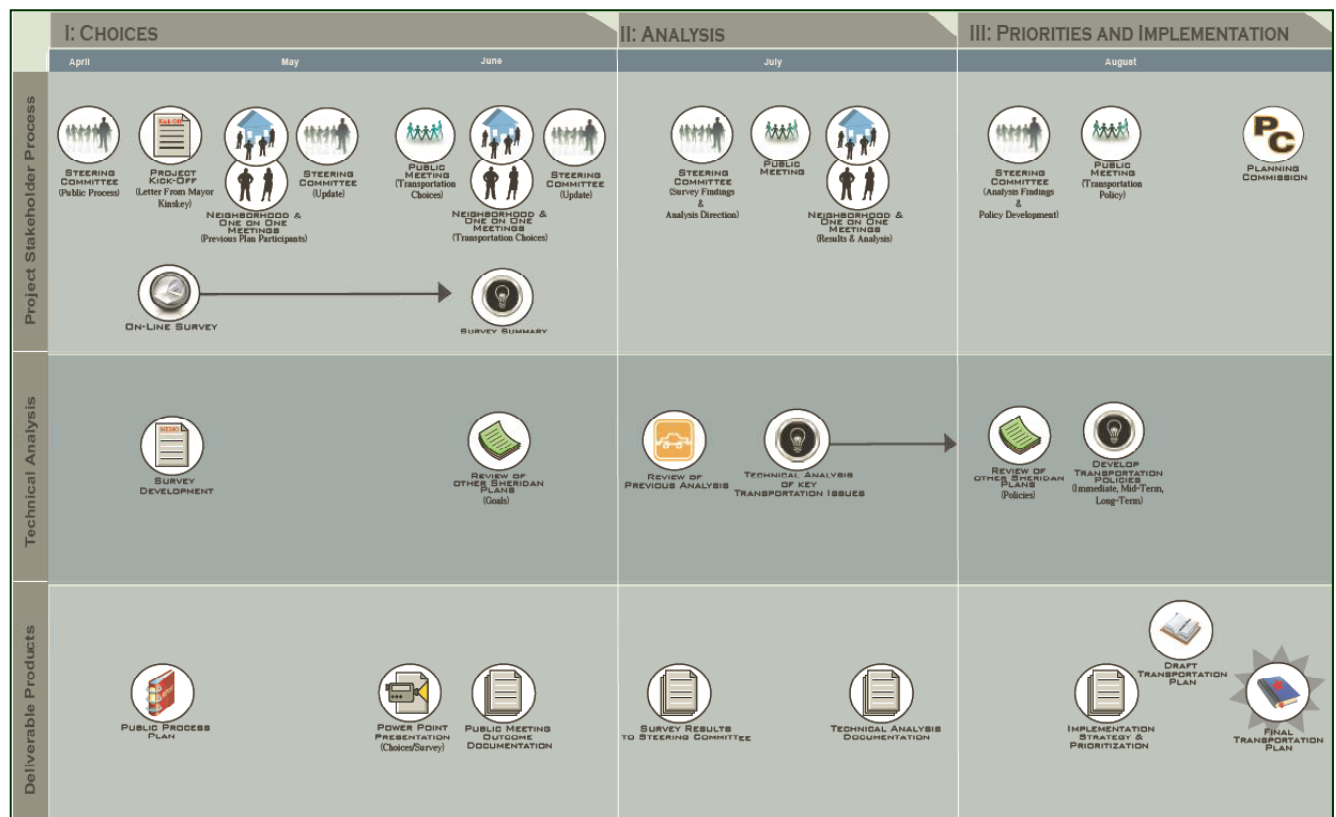
The Sheridan Transportation Policy Plan is organized into the following sections:

- Process
- Goals, Objectives, & Strategies
- Next Steps
- Appendix

2. PROCESS

The Sheridan Transportation Policy Plan process was guided by input from a Steering Committee, individual stakeholders, members of the Sheridan community, and previous planning efforts. The Steering Committee was comprised of representatives from various branches of Sheridan government as well as several community representatives. Individual stakeholders that contributed to the plan included a variety of business owners, life safety representatives, shuttle operators, and community members. The broader Sheridan community was encouraged to participate in the planning process through several public workshops as well as through online and print surveys designed to capture community values. In addition, the community was encouraged to provide response to proposed goals and policies.

The planning process was conducted in three phases. The following graphic shows the project stakeholder process, technical analysis, and deliverable products that transpired during each of the three phases. The activities that occurred during each phase are described below.



PHASE I: CHOICES

The first phase of the process was dedicated to choices. The steering committee, stakeholders, and community were engaged through a variety of meetings. Additionally, a survey was developed with input from the Steering Committee and made available online as well as in print to provide the community further opportunity to express their values and influence the future transportation choices in Sheridan.

In addition, other Sheridan plans were reviewed. Information that demonstrated community transportation values and desired direction for the transportation plan was noted and incorporated into the planning process. The meetings, community survey, and relevant goals from other plans are described below.

Steering Committee Scoping Meeting – April 2009

The first Steering Committee meeting was held to establish a clear direction for the public process approach given the work done to date and unresolved issues. The overall approach to the plan was discussed and the group agreed that the plan should be focused on using public input to understand Sheridan's values. These values would be converted into policies, which will be used to make future decisions about transportation projects.

The committee also discussed the project schedule as well as purpose and need. The committee listed risks of not having a transportation plan, including:

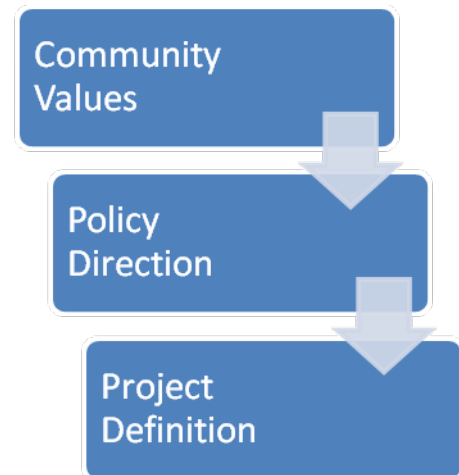
- Lost opportunity for corridor preservation
- Ad hoc development patterns
- Random, non-systematic resolution of traffic problems
- Separation of land use and transportation decisions: e.g., schools separated from population centers or across major arterials

The Steering Committee also brainstormed a list of individuals (stakeholders) and groups to be included in the transportation planning workshops or invited to participate in the steering committee.

Detailed notes of all of the Steering Committee meetings can be found in the Appendix.

Stakeholder Meeting #1 – May 27-28, 2009

Stakeholders were invited to meet with the project team during the May 27-28, 2009 meeting window. Stakeholders who were unable to attend the one-on-one meetings in May were contacted for subsequent meeting windows in June.



The one-on-one meetings were conducted to describe the Transportation Plan process and goals to the stakeholders and gather information from them on the important transportation issues facing Sheridan. The project team conveyed to the stakeholders that none of the findings for the study were predetermined and that the purpose of the Transportation Policy Plan was to provide Sheridan staff with a set of policies to help guide transportation projects in the future, not a list of specific transportation projects to be constructed. The remainder of the meeting time was spent listening to the stakeholder's transportation experiences, concerns, and values.

The following is a list of the stakeholders that the project team met with during the May 27-28, 2009 meeting window.

- Ron Patterson (Holly Ponds/Double Eagle LLC)
- Randy Bomar & Jim Schellinger (Sheridan County Chamber of Commerce)
- Joyce Inschauspe (Whitney Benefits)
- Bruce Jellis, Jason Spielman & Bill Pugh (Wrench Ranch)
- Anita Badgett (Easter Seals)
- Dick Hall (Buggy Bath Car Wash)
- Larry Sampson & Danny Meadows (RENEW)
- Brian Kuehl (Past Process Participant)
- Pat Reitz (Sheridan Fire and Rescue)
- Theresa Hamilton (Sugarland Ridge)
- Rick Ballard (Rocky Mountain Ambulance)
- George Carter, Wayne Baumann & Bob Birgenheier (Sheridan Downtown Alliance)
- Claudia Colnar (Past Process Participant)
- Robin DeBolt, David DeBolt & Nancy Drummond (North Main Neighborhood Association)
- Bruce Pryde & Jim Wilson (Transportation Alternatives Commission (TRAC))
- Carmen Rideout & Barb Doherty (Sheridan Senior Center)
- Roger Bent, John Smith & Steve Jacobson (Downtown Sheridan Association)
- Steve Schlicting (Sheridan County School District #2 Transportation)

The stakeholder comments were recorded by the project team and were used to shape the agenda and theme for the larger community involvement meetings held in June. Several common transportation themes emerged from the stakeholder meetings. The following comments were heard on multiple occasions throughout the one-on-one meetings.

Railroad Crossings

The at-grade railroad crossings cause delay to vehicular traffic and to emergency service providers with the frequency and length of trains. Parked trains occasionally block the 5th Street crossing for several minutes.

Roadway Connectivity

Sheridan lacks north-south and east-west roadway connectivity all the way through town. There are few roads that can be used to cross town without having to jog a block or two or stop at the railroad tracks. This is of particular concern for emergency response services.

Downtown Sheridan

The focal point for many stakeholders was downtown Sheridan. The overall opinion was that Main Street and downtown operate well today. Business owners do not want vehicular traffic diverted to other streets for fear of losing business. The downtown on-street parking spaces are considered an asset that should be maintained.



Public Transportation/Vanpool

The majority of Sheridan's public transportation/vanpool service users are elderly and/or physically disabled. The Sheridan Senior Center provides public call-and-ride transportation during the weekdays and limited hours on the weekend. RENEW, Easter Seals, and Sugarland Ridge provide service to their clients on weekdays. There is likely a demand for more weekend service.

Sidewalks/Pedestrian Facilities

There are many streets in Sheridan that do not have sidewalks or have a sidewalk on only one side of the street. Walking is difficult and unsafe in many locations because of the lack of sidewalks. The downtown area has good sidewalks.

Bicycle Trails/Bike Lanes

Sheridan's bicycle and trail system currently lacks connectivity. There is a Trails Plan in place to connect the bicycle trails. Sheridan has very few streets with bike lanes provided.

The information gathered by the project team from the interviewed stakeholders provided direction for the following general public meetings. Based on the comments from the stakeholders questions were developed for the public meetings to obtain the citizen's values on different transportation aspects.



Steering Committee Meeting – May 28, 2009

A meeting was held with the Steering Committee to discuss the overall transportation plan approach, the transportation plan mission, the mayor's letter and project kick-off, highlights from stakeholder meetings, and the schedule for the transportation plan.

Minor modifications to the plan process and some of the documents were recommended. Overall, it was agreed that the process was moving along as anticipated.

The following is a list of participants who attended the Steering Committee meeting:

- Nic Bateson (City of Sheridan Public Works Department)
- Roger Bent (Downtown Sheridan Association)
- Robert Briggs (City of Sheridan Planning Department)
- Melissa Butcher (PB Consulting)
- Mike Cole (City of Sheridan Utilities Department)
- Erik Guderian (Fehr & Peers)
- Jeremy Klop (Fehr & Peers)
- Alex Lee (City of Sheridan Planning Commission)
- Ken Muller (Sheridan County Public Works Department)
- Mark Reid (Sheridan County Planning Department)
- Jeff Rosenlund (DOWL HKM)
- Lane Thompson (City of Sheridan Public Works Department)
- Phil Zerwas (Sheridan County Planning Commission)

Community Workshop – June 16, 2009

Sheridan benefits from a populace that takes responsibility for its community and demands a high level of participation in the decisions that affect the community. It was important that the transportation planning process be transparent and involve the community of Sheridan whenever possible.

The first community workshop for Sheridan's Transportation Policy Plan was held on the evening of June 16th at Sheridan Junior High. Approximately 30 community participants attended the meeting. The meeting was also videotaped and replayed on the local public access channel.

The purpose of the workshop was to give community members the opportunity to provide input to the project team about their values regarding Sheridan's transportation network and transportation future. Attendees had the opportunity to express their comments via a keypad polling activity, during an open comment period at the end of the meeting, and on comment cards that were reviewed by the project team. During the keypad polling activity each participant was given a remote control keypad that was used to answer multiple-choice questions



during the meeting. Participants were shown the aggregated results immediately following each question.

Meeting participants were asked to respond to survey questions about what is important to them regarding transportation in Sheridan. Many questions were developed to help the project team assess the community's values between two choices on the opposite end of a spectrum.

Transportation topics that the project team asked about during the presentation included:

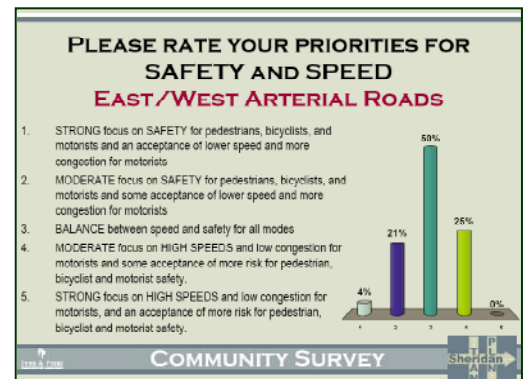
- Modes of travel in Sheridan
- Who needs better transportation service?
- Trade-offs between safety vs. speed in specific areas of Sheridan
- Pedestrian Facilities
- Bicycle Facilities
- Future transportation network layout
- Types of transportation improvements that are important to Sheridan's Future

The survey for the community workshop consisted of 27 questions relating to transportation in Sheridan. The full results of the community workshop survey are in the Appendix.

Based on the responses collected during the community workshop, the project team was able to begin to understand the values Sheridan places on the transportation network.

The following list summarizes key findings from the community workshop.

- More than 80 percent of the respondents use a vehicle (car, truck, SUV) as their primary mode of transportation. Walking is the secondary mode of transportation
- The respondents believed that the following age groups (in order of response) need improved mobility in Sheridan: 1) Adults, 2) Seniors, and 3) Children
- A strong to moderate focus on safety for all modes with an acceptance of lower speeds was preferable to the respondents for the following areas of Sheridan:
 - o Local Neighborhood Roads
 - o Downtown
 - o Near Schools
 - o Near Parks and Trails
- A balance between safety for all modes and speed was preferable to the respondents for the following areas of Sheridan:
 - o Commercial Roads
 - o North/South Arterial Roads
 - o East/West Arterial Roads



- A moderate focus on high speeds with some acceptance for more risk to safety was preferable to the respondents for the following area of Sheridan:
 - o Near I-90
- When given a choice on where the respondents prefer to walk and bike, 70 percent preferred separate trails and 30 percent preferred the existing streets.
- The respondents replied that new bicycle facilities should first be implemented around schools and parks.
- The respondents replied that new sidewalks should first be implemented on local neighborhood roads.
- Out of 10 choices, 50 percent of the respondents replied that the most important transportation improvements to Sheridan's future are building new roadways or widening existing roadways. The second priority was enhancing the trail system and bike lanes.

Community Survey – Available June – July 2009

A community survey was developed and circulated to further evaluate community values regarding transportation planning. The survey was distributed in print as well as online via the Sheridan Transportation Plan website.

The results of the survey were consistent with the information gathered during the first community workshop.

- Motorized vehicles are the most commonly used mode of transportation (96%) and was ranked highest as a transportation mode that is critical to Sheridan's future by 62% of respondents.
- Over half of the survey respondents found it very important to provide vanpools or other senior transportation, sidewalks on all City streets, off-street trails and bike paths, safe routes to schools, and transportation options for non-drivers.
- New roadways were ranked as the most important transportation improvement for Sheridan's future. Enhancements to the trail system were ranked second.
- A strong to moderate emphasis on safety for all modes with an acceptance of lower speeds was preferable to the respondents for the following areas of Sheridan:
 - o Local Neighborhood Roads
 - o Downtown
 - o Near Schools
 - o Near Parks and Trails
- A balance between safety for all modes and speed was preferable to the respondents for the following areas of Sheridan:
 - o Commercial Roads

- o North/South Arterial Roads
 - o East/West Arterial Roads
- A moderate focus on high speeds with some acceptance for more risk to safety was preferable to the respondents for the following area of Sheridan:
 - o Near I-90
- When asked what else the transportation plan should accomplish respondents listed:
 - o Bike/Pedestrian Trails
 - o Transit/Trolley
 - o New Roads
 - o Traffic Congestion Mitigation
 - o Road Maintenance
 - o Roadway Connections
 - o Railroad Crossing Improvements

A full summary of the survey results can be found in the appendix.

Steering Committee Meeting – 18 June 2009

A meeting was held with the Steering Committee to update the committee on the progress being made in the planning process as well as to review the information gathered at the first community workshop. Discussions during the meeting covered a variety of topics including:

- Compare survey data to census data for Sheridan.
- Need to accommodate multiple transportation modes within the right-of-way.
- Many options for arterial travel north-south, fewer options for arterial travel east-west.
- Incorporate parking into transportation considerations.
- Show slides about the transportation plan on the government channel periodically.
- Funding sources for future transportation improvements need to be local as federal funds are being reduced.

The following is a list of participants who attended the Steering Committee meeting:

- Nic Bateson (City of Sheridan Public Works Department)
- Robert Briggs (City of Sheridan Planning Department)
- Melissa Butcher (PB Consulting)
- Ryan Fisk (Wyoming Department of Transportation)
- Ryan Franklin (Sheridan County Chamber of Commerce)
- Erik Guderian (Fehr & Peers)
- Mike Johnson (Citizen)
- Alex Lee (City of Sheridan Planning Commission)
- Rod Liesinger (Citizen)
- Kevin McCoy (Wyoming Department of Transportation)

- Ken Muller (Sheridan County Public Works Department)
- Jeff Rosenlund (DOWL HKM)
- John Smith (Downtown Sheridan Association)
- Lane Thompson (City Public Works)
- Mike Watkins (Citizen)

Third Thursday Street Festival – 18 June 2009

Team members attended the Third Thursday Street Festival to tell people about the transportation plan. Approximately 500 people attended the event. The project team had a stationary table that was attended by one project team member at all times. Another project team member was walking around the event and talking with attendees. Both project team members were handing out information about the transportation plan process, a frequently asked questions sheet, and the website where people could go to take the community survey.

Approximately 200 information pamphlets were handed out and the following week 75 surveys were filled out. Many of the surveys that were filled out after the event came from people under 35, which was a demographic that was underrepresented prior to the event.

Transportation Goals from Previous Sheridan Plans

In addition to gathering input from the public about transportation choices, the project team review previous Sheridan plans. Transportation goals from the adopted plan were collected and incorporated into the Transportation Policy Plan. The transportation goals from each plan area summarized below.

Sheridan County Comprehensive Plan

Goal 5.1: The transportation network will be well connected and coordinated with adjacent land uses.

Goal 5.2: Urban areas will have “complete streets” to accommodate motorized vehicles, public transit, bicycles, and pedestrians.

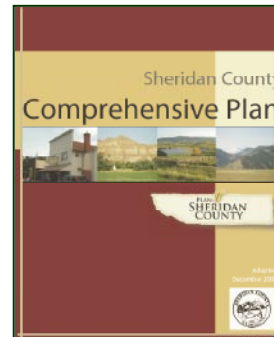
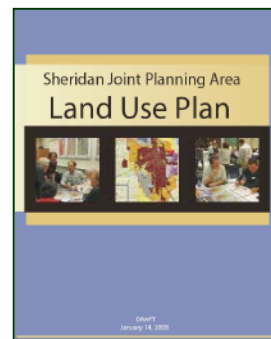
Goal 5.5: The County will ensure that new development provides adequate transportation improvements to accommodate needed services.

Goal 5.6: The county will support planning and extension of a regional non-motorized trails and pathways system.

Sheridan Joint Planning Area Comprehensive Plan

Goal 1.1: The City of Sheridan will maintain a compact development pattern.

Goal 3.2: The City will identify and preserve planned utility and transportation corridors.



Goal 4.1: The transportation network will be well connected and coordinated with adjacent land uses.

Goal 4.2: Urban areas will have “complete streets” to accommodate motorized vehicles, public transit, bicycles, and pedestrians.

Goal 4.3: The City will ensure that new development provides adequate transportation improvements to accommodate needed services.

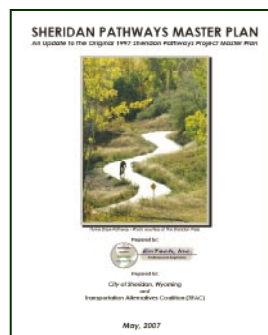
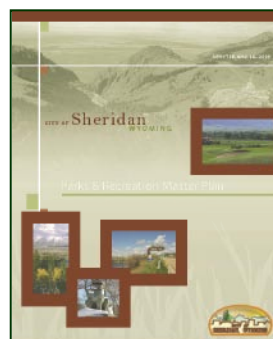
Sheridan Pathways Master Plan

Plan for “pedestrian-friendly development” via development of designs that encourage walking by providing site amenities for pedestrians.

Develop pedestrian-friendly environments to reduce automobile dependence.

Sheridan Parks & Recreation Master Plan

Goal 2: Connect neighborhoods to parks, schools, natural areas, the downtown, and the region.



PHASE II: ANALYSIS

The second phase of the process was dedicated to analysis. The steering committee, stakeholders, and community were again engaged through a variety of meetings. These meetings were intended to review the information that was gathered during Phase I as well as get feedback on a variety of transportation goals that were crafted based on the information gathered during meetings and through the survey in Phase 1.

Stakeholder Meeting – 16-18 June 2009

The project team met with members of the Sheridan City Council, City of Sheridan Planning Commission, Mayor Kinskey and the Sheridan County Commissioners to briefly summarize the work on the transportation plan that has been conducted up until this point and outline the work process. The remainder of the meeting time with each stakeholder was spent listening to the stakeholder's transportation experience, concerns and values.

Community Workshop – 29 July 2009

The second community workshop for Sheridan's Transportation Policy Plan was held on the evening of July 29th at the old Highland Park School. Approximately 15 community participants attended the meeting. Attendance was lower than the previous

workshops as there was another public meeting at Kendrick Park to discuss buffalo and elk pasture at the park.

The purpose of the second workshop was for the public to provide input to the project team about the goals that had been crafted based on the community values input from the previous meeting and the community survey. Attendees were given the opportunity to rate the goals with stickers:

-  Goal matches community values.
-  Goal needs minor revision to match community values.
-  Goal does not match community values and needs significant revision.

The goals were well received by the workshop participants. None of the goals were marked with a red sticker. Minor revisions were made to goals that were marked with yellow stickers. The full results of the goals evaluation worksheets can be found in the appendix.

Steering Committee Meeting – 30 July 2009

A meeting was held with the Steering Committee to update the committee about the planning process. The survey results were summarized, the goals evaluation exercise from the second community workshop was reviewed, and several key transportation concepts and policies were discussed. The Steering Committee discussed several aspects of the priorities and goals in more detail, including:

- Sidewalks
- Roadway Expansion
- Truck Routes
- Economic Impacts
- Parking
- Connectivity
- Biking
- Context-Sensitive Design

3. GOALS, OBJECTIVES, AND STRATEGIES

The goals, objectives, and strategies for the Sheridan Transportation Policy Plan were developed out of information gathered during stakeholder meetings and public workshops, guidance from the Steering Committee, and previous planning efforts in Sheridan. The goals are desired transportation outcomes for Sheridan. The objectives add measurable components to each goal. Strategies are specific actions that can be taken toward implementing the objectives and ultimately the goals.

The goals, objectives, and strategies have been organized into the following five sections:

- Mobility in Sheridan
- Driving in Sheridan
- Walking in Sheridan
- Bicycling in Sheridan
- Transit in Sheridan

MOBILITY IN SHERIDAN

Goal M1: Urban areas will have “complete streets” to accommodate motorized vehicles, bicycles, pedestrians, and public transit.

Objective M1.1 – Ensure that all new roadway projects and major reconstruction projects provide appropriate and adequate rights-of-way for all users including bicyclists, pedestrians, transit riders, and motorists except where pedestrians and bicyclists are prohibited by law from using a given facility.

Strategy M1.1.1 – Develop street design criteria to support vehicular travel, transit service, ride-sharing, and non-motorized modes of transportation. Criteria should minimize conflicts between transportation modes, be compatible with surrounding land uses, and meet the needs of the users.

Strategy M1.1.2 – Adopt a “complete streets” policy that outlines the requirements for new roadways and major reconstruction projects.

Strategy M1.1.3 – Design transportation projects that prioritize safe vehicle, bicycle, and pedestrian mobility.



Objective M1.2 – Prioritize existing roadway corridors for “complete streets” investment and update the Capital Improvements Plan (CIP) accordingly.

Strategy M1.2.1 – Determine which streets are most in need of improvements for bicyclists, pedestrians, and transit.

Strategy M1.2.2 – Designate multi-modal corridors to receive increased investment for transit, bikeway, and pedestrian way improvements.

Objective M1.3 – Evaluate roadway efficiency for all modes of transportation, not just automobiles.

Strategy M1.3.1 – Develop level of service standards for all modes travel.

Strategy M1.3.2 – Continue to improve the quality, type, and frequency of transportation related data collection to evaluate the performance of the transportation system for all modes.

Strategy M1.3.3 – Analyze signal progression and manage access to preserve stable flow and efficient through movement for corridors with frequent emergency service activity.

Goal M2: The transportation network will be coordinated with adjacent land uses.

Objective M2.1 – The City will plan its future transportation system to compliment and encourage development patterns adopted in the Sheridan County Comprehensive Plan and the Sheridan JPA Land Use Plan.

Strategy 2.1.1 – Transportation decisions will be consistent with, and support, City land use goals.

Strategy M2.1.2 – Ensure consistency between land use and the transportation plan so that transportation facilities are compatible with the type and intensity of land uses.

Goal M3: The transportation network will be well connected.



Objective M3.1 – The City's walkway, bikeway, transit and street system will be considered as a system of transportation corridors providing connectivity within the community.

Objective M3.2 – Pursue opportunities to enhance connectivity where adjacent parallel facilities could be relieved by providing a parallel connection and/or out of direction travel could be reduced.

Strategy M3.2.1 – Identify deficiencies and potential connections in the city's roadway network.

Strategy M3.2.2 – When roadways become overburdened, evaluate potential parallel connections as a congestion relief strategy.

Goal M4: Economic development impacts will be considered when evaluating transportation projects.

Objective M4.1 – An economic impact study will be incorporated into the feasibility study for major transportation projects in/adjacent to downtown Sheridan or other key commercial locations.

Objective M4.2 – Provide transportation investment to support development of activity centers and districts.

Goal M5: All major transportation projects will have an extensive public process component to build community consensus and understand trade-offs.

Objective M5.1 – Engage the community through public workshops, open houses, online surveys or comment forums, etc. when new transportation projects are proposed

Goal M6: A wide range of transportation options will be provided to create transportation and mobility options for all age groups and abilities.

Objective M6.1 – Provide transit services and non-motorized travel opportunities to support development of activity centers and districts in a manner that minimizes single-occupant automobile travel.

Strategy M6.1.1 – Encourage new commercial development to implement measures that



promote greater use of transit, carpools, van pools, and bicycles.

Strategy M6.1.2 – Encourage carpooling for commutes outside of town.

Strategy M6.1.3 – Support communications technology that reduces the need for vehicle travel.

Strategy M6.1.4 – Enhance trail, sidewalk, bicycle, and transit systems to provide viable alternatives to driving alone.

Objective M6.2 – Provide accessible transportation services and facilities responsive to the needs of the young, aged, handicapped, and disadvantaged.



Goal M7: Transportation investments will be evaluated using performance based measures.

Objective M7.1 – Define and adopt a set of performance-based measures to monitor the costs and benefits associated with existing and planned transportation projects.

Goal M8: The transportation network will memorable, comfortable, context sensitive, and aesthetically pleasing.

Objective M8.1 – Utilize the gateway transportation corridors near Interchanges to create an attractive and welcoming first impression for visitors.

Strategy M8.2.1 – Utilize enhanced roadway design features in the public right of way such as streetside and median landscaping and entry signage and wayfinding to create attractive entry features.

Strategy M8.1.2 – Work cooperatively with WYDOT and private landowners to create green belts and entry signage near interchanges.

Objective M8.2 – Utilize the public right of way to provide locations for public art installations.

Strategy M8.2.2 – Expand the public art program in Downtown Sheridan to include other commercial districts and gateway corridors.

Objective M8.3 – Design transportation projects with consideration for the context or setting through careful planning, consideration of different perspectives, and tailoring designs to particular project circumstances.

Strategy M8.3.1 – Ensure that transportation projects are sensitive to and document the environmental, scenic, aesthetic, and historic values of the area.

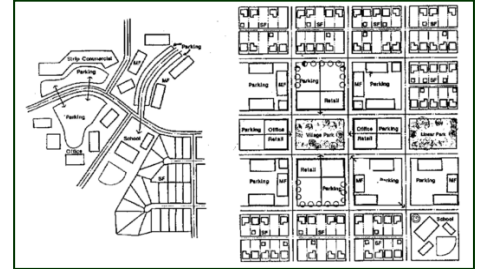
Strategy M8.3.2 – Design transportation facilities that fit and reflect the character of the neighborhoods and districts through which they pass.

DRIVING IN SHERIDAN

Goal D1: Projects that expand the existing roadway network connectivity will be supported by the city.

Objective D1.1 – Provide a connected street network or grid pattern that provides people with a variety of travel routes.

Objective D1.2 – Plan a street network that provides access within and between neighborhoods.



Goal D2: The roadway system should be maintained to avoid unnecessary vehicle wear and provide safe movement of all vehicles.

Objective D2.1 – Provide snow and ice control to allow for the safe flow of traffic on major arterial and collector streets.

Strategy D2.1.1 – During snow events, follow the City of Sheridan Snow and Ice Removal Plan updated in 2006.



Objective D2.2 – Prioritize roadway projects that improve the efficiency, safety, and quality of existing facilities.

Strategy D2.2.1 – Establish a priority list based on the premise that maintenance, rehabilitation, and reconstruction of the existing roadway system have the highest consideration for available funds.

Strategy D2.2.2 – Invest in technology that allows for prioritization of emergency response vehicles at signalized intersections.

Strategy D2.2.2 – Invest in technology that alerts drivers and emergency service providers to incidents or temporary roadway closures.



Goal D3: Delivery vehicle routes will be optimized to mitigate the impacts to residential neighborhoods.

Objective D3.1 – Accommodate freight and delivery vehicles on the arterial and collector network.

Strategy D3.1.1 – Work with the Wyoming Department of Transportation (WYDOT) to designate truck routes for heavy and large trucks via the arterial network with short and direct connections to the interstate.

Goal D4: Sheridan will have a clearly defined functional classification system.

Objective D4.1 – establish a functional classification system for the street network, consisting of a hierarchy of street functions that generally describes their intended use. Meet the requirements of the Sheridan Urban Systems Advisory Committee (SUSAC), WYDOT, and the Federal Highway Administration.

Strategy D4.1.1 – Work with the development community to dedicate right-of-way according to the standards identified in the functional classification system.

Strategy D4.1.2 – Periodically update the classification system to account for advances in methodologies used to determine roadway carrying capacities and contexts.

Goal D5: Safe railroad crossings will be provided.

Objective D5.1 – Evaluate existing railroad crossings to determine the need for improvements to ensure safe crossing for all modes.

Objective D5.2 – Prioritize railroad crossing upgrades based on safety and efficiency to ensure adequate mobility for life safety vehicles, bicycles, pedestrians, and automobiles.

Goal D6: I-90 Interchanges will be located and designed to provide short, direct, and attractive access to existing commercial districts.

Objective D6.1 – Ensure that visitors and residents of Sheridan are able to easily access the North Main, Downtown, and Coffeen commercial districts.

Strategy D6.1.1 – Design interchange access that supports direct connections to the North Main, Downtown, and Coffeen commercial districts.



WALKING IN SHERIDAN

Goal W1: The pedestrian network will connect neighborhoods to local and regional destinations.

Objective W1.1 – Create a pedestrian connectivity plan

Strategy W1.1.1 – Identify missing links in the pedestrian network between neighborhoods and local and regional destinations.

Strategy W1.1.2 – Prioritize pedestrian improvements that provide access to schools, parks, and other public buildings.

Strategy W1.1.3 – Develop pathway links to pedestrian activity centers such as parks, schools, commercial areas, and other features.



Objective W1.2 – Encourage the development community to provide pedestrian amenities such as doorways with convenient street access, visible signage from street level, streetscape amenities, and safe walking connections between the street, parking, and entrances.

Goal W2: Pedestrians will be served by safe crossings of streets and other barriers.

Objective W2.1 – Improve pedestrian connections across intersections by shortening crossing distance, improving crosswalk markings and signals, and heightening driver awareness of crossings to improve pedestrian safety and comfort.



Objective W2.2 – Provide grade separated crossings at highways, railroads, rivers, drainageways, and other features that may be major barriers to a continuous pedestrian network.

Goal W3: The pedestrian network will be maintained to ensure safe and efficient operations.

Objective W3.1 – Protect the investment in pedestrian facilities through a proactive, high-quality maintenance program.



Strategy W3.1.1 – Keep pedestrian facilities clear of debris year round.

Strategy W3.1.2 – Use summer months for pedestrian facility evaluation and repair.

Goal W4: Walking to school will be safe in Sheridan.

Objective W4.1 – Implement the Safe Routes to Schools program to encourage walking to neighborhood schools.

Strategy W4.1.1 – Implement the strategies described in the Wyoming School Travel Plan Worksheet – Sheridan County School District #2/City of Sheridan.

Objective W4.2 – Prioritize pedestrian network improvements near schools.

Objective W4.3 – Conduct pedestrian safety classes at schools for students, teachers, parents, and community members.

BICYCLING IN SHERIDAN

Goal B1: The bicycle will be a practical and safe transportation choice for residents and visitors.

Objective B1.1 – Design a bikeway system to provide continuity and eliminate gaps in the system, while linking to regional system.

Strategy B1.1.1 – Identify and prioritize missing bicycle links between off-street bicycle network and City destinations.

Objective B1.2 – Build on combinations of existing and planned commuter and recreational facilities to provide access to all major activity centers and destinations.

Goal B2: Bicycles will be safe crossing streets and other barriers.

Objective W2.1 – Improve bicycle connections across intersections providing bicycle amenities and heightening driver awareness of crossings to improve bicyclist safety and comfort.

Strategy W2.1.1 – Evaluate a variety of bicycle intersection treatments at intersections with bicycle lanes and near off-street trail crossings. These can include bicycle boxes, bicycle detection, bicycle signal phase, painted lane in high conflict areas, etc.

Objective W2.2 – Provide bridges and crossing over arterial streets, railroads, rivers, drainageways, and other features that may be major barriers to a continuous bicycle network.

Goal B3: The regional pathway system will continue to be planned and extended.

Objective B3.1 – Continue to expand the recreational trail system according to the Sheridan Pathways Master Plan (2007).

Goal B4: Bike lanes will connect regional destinations.

Objective B4.1 – Evaluate roadways for on-street bicycle accommodation.



Objective B4.2 – Prioritize on-street bicycle improvements to create direct connections between destinations.

Goal B5: The bicycle network will connect neighborhoods to local and regional destinations.

Objective B5.1 – Incorporate bicycle facility designs into new development and street construction projects – linking to adjacent facilities.

Objective B5.2 – Improve bicycle access near activity centers, schools, and neighborhoods to improve circulation.

Goal B6: Maintain the bicycle network (bike lanes, paths, etc.) to assure safe and efficient operations.

Objective B6.1 – Protect the investment in bicycle facilities through a proactive, high-quality maintenance program.

Strategy B6.1.1 – Keep bicycle facilities clear of debris year round.

Strategy B6.1.2 – Use summer months for bicycle facility evaluation and repair.

Goal B7: Biking to school will be safe in Sheridan.

Objective B7.1 - Implement the Safe Routes to Schools program to encourage bicycling.

Strategy B7.1.1 – Implement the strategies described in the Wyoming School Travel Plan Worksheet – Sheridan County School District #2/City of Sheridan.

Objective B7.2 – Prioritize bicycle network improvements near schools.

Objective B7.3 – Conduct bicycle safety classes for students, teachers, and parents at local schools.



TRANSIT IN SHERIDAN

Goal T1: Sheridan will have a comprehensive public transit system.

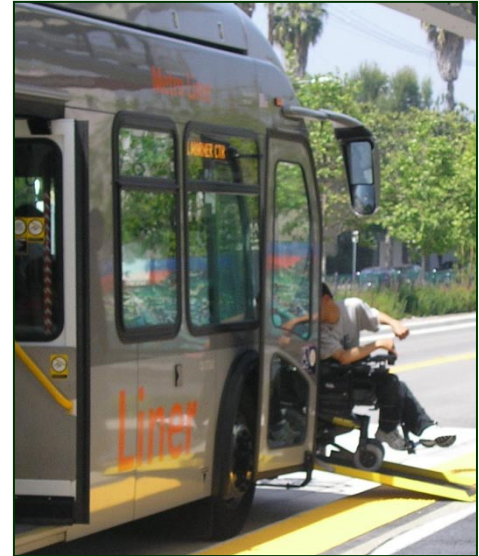
Objective T1.1 – Continue to provide demand responsive service for transit dependent riders

Objective T1.2 – A combination of services will be offered, such as combining transit-by-demand and fixed-route services, to suit different types of development and travel needs of a wide range of users.

Strategy T1.2.1 – Identify key transportation corridors for transit investment.

Strategy T1.2.2 – Implement fixed-route transit service through a phased transition to a productivity-based system, where appropriate.

Objective T1.3 – Identify funding sources for expanded transit options.



4. NEXT STEPS

The Sheridan community has worked hard to create a plan that incorporates the values and vision for the City. The plan is intended to be a useful guide to future transportation decisions. As such, a variety of steps can be taken to implement the goals and objectives outlined in the plan.

These steps fall into two overarching categories. The first is the establishment of a specific list of projects and locations for improvements in the form of a Capital Improvements Plan and an official map of desired improvements. The second is coordination with other related planning and implementations efforts, including among others the County's planning efforts, and those of Downtown Sheridan.

The official map, typically called a Major Street Plan, allows a municipality to delineate planned transportation corridors and preserve these corridors for future infrastructure needs. This process and the legal framework are outlined by Wyoming State Statute, Title 15, Article 5. A key provision is the ability of the municipality to plan for and preserve these corridors both within and outside the City, provided there is concurrence from the Board of County Commissioners. This framework reinforces the importance of continued coordination with the County's planning vision.

Accordingly, the next phase of the long range transportation planning process should revisit the detailed project list and draft Major Street Plan map provided previously in the initial transportation plan effort. Building on the policy guidance in this document, the following next steps are recommended:

- Step 1:** Work with neighborhoods to understand how the Policy Plan translates into neighborhood improvements.
- Review the existing and previously developed capital improvement project (CIP) project lists.
 - Hold neighborhood meetings to discuss transportation projects that enhance quality of life. Online surveys, comment forums, and other channels for public participation can be used to ensure that all neighborhood community members have the opportunity to provide input.
 - Use the community's input to add specific projects to the City's CIP list.
- Step 2:** Prioritize Projects.
- Using the strategies and policies described in this plan, incorporate the Policy Plan values in

the project development process for the CIP project list.

- Estimate project costs for all CIP projects.
- Prepare a funding analysis to determine appropriate funding sources and the projected revenues for the projects on the list.
- Prioritize projects for the current CIP.

Step 3: Apply the Sheridan Transportation Policy Plan to develop an official map of desired improvements (Major Streets Plan).

- Revisit previously developed mapping for improvement projects
- Coordinate with Sheridan County and review draft maps with the County Commissioners.
- Work with the SUSAC to develop a Major Streets Plan that is consistent with the Sheridan Transportation Policy Plan and which reflects community input on projects.

Step 4: Approve the CIP and Major Streets Plan.

- Once the CIP list and official Major Streets Plan are consistent with the Sheridan Transportation Policy Plan, seek adoption by City Council and concurrence from the County Commissioners if recommendations extend beyond the City limits.
- Continue to coordinate with the County on joint streets projects.

Step 5: Complete the Downtown Master Plan.

- Use the Sheridan Transportation Policy Plan to inform the Downtown Master Plan walking, bicycling, parking, and transit recommendations.

Appendix

- Steering Committee Meeting Notes
- Public Meeting Notes
 - o Keypad Polling Results
 - o Boards, handouts, and flyers from public outreach effort
 - o Goal worksheets from public meeting
- Survey Results



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 April 1, 2024

From: Cecilia Good, City Clerk

To: City Council

CC:

Date:

Discussion:

Please see attached 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
A & M Service & Supply Inc	Toner for Scale House
A Plus Plumbers & Appliance Repair LLC	2 solenoid valve replacements for Kendrick Park re
Ace Hardware-Newkirk	Chainsaw carb and air filter
Ace Hardware-Newkirk	Stencils
Ace Hardware-Newkirk	Cleaner, elbows and clamps
Ace Hardware-Newkirk	Screws
Ace Hardware-Newkirk	Plant water project
Ace Hardware-Newkirk	Scraper/Knife/Cover
Ace Hardware-Newkirk	Electric blower and trimmer for parks grounds main
Ace Hardware-Newkirk	Trimmer repair
AlphaGraphics of Wyoming	Door hangers for code complaine
AlphaGraphics of Wyoming	Business cards for Councilor Linden
AlphaGraphics of Wyoming	Boards and Commissions Handbooks - Feb 2024
Amazon Capital Services #A33MIR27FEZN42	stickers, label replacement
Amazon Capital Services #A33MIR27FEZN42	paper clips, handbook
Amazon Capital Services #A33MIR27FEZN42	ITEM: Goo Gone Adhesive Remover - 8 Ounce - Surfa
Amazon Capital Services #A33MIR27FEZN42	ITEM: Hammermill Printer Paper, 20 Lb Copy Paper,
Amazon Capital Services #A33MIR27FEZN42	ITEM: Hazardous Materials Compliance Pocketbook S
Amazon Capital Services #A33MIR27FEZN42	bedroom set, utensil set
Amazon Capital Services #A33MIR27FEZN42	Universal air filters for air scour blowers
Amazon Capital Services #A33MIR27FEZN42	refund
Amazon Capital Services #A33MIR27FEZN42	return of pocketbook
Amazon Capital Services #A33MIR27FEZN42	knob, coffee pods, garden tool set, mower blade
Amazon Capital Services #A33MIR27FEZN42	ITEM: Turtle Beach Recon 50 Gaming Headset for PS
Amazon Capital Services #A33MIR27FEZN42	ethernet cable, port cable, HDMI cable
American Maid	City Hall cleaning March 2024
American Maid	UM office cleaning
American Maid	Monthly Cleaning Service for Scale House
American Maid	Monthly Cleaning Service for Recycling Center
American Maid	Monthly Cleaning Service for Landfill Office
Ayres Associates Inc	DDD Zoning Prof. Svcs. thru 2/17/2024
Ayres Associates Inc	DDD Zoning Prof. Svcs. thru 3/16/2024
Ayres Associates Inc	M1 Zone District Analysis Prof. Svcs. thru 3/16/20
B&B Leasing Company	Sharp Copier Model No. BP50C26, Serial No. 2505927
Big Horn Logistics LLC	SCADA Server Replacement WWTP
Bighorn Design Studio LLC	Polo uniform shirts
Bighorn Design Studio LLC	Uniform/clothing
Bighorn Design Studio LLC	clothing for Carter Ehliis
Bloedorn Lumber	Shop - lumber lift removal
Border States Electric Supply Inc	SCADA (Spare cards for PLC)
Border States Electric Supply Inc	SCADA (Spare cards for PLC)
Brian's Boot & Shoe Company	Boots for Dustin Brester
Brian's Boot & Shoe Company	Wildland Boots for TTippets 3-26-2024
Brian's Boot & Shoe Company	Station shoes and shoe strings for LGrooms 3-26-20
Brian's Boot & Shoe Company	Steel toe muck boots - Jason Neavill
Buggy Bath Unlimited LLC	Monthly Truck Washing

Burns & Mc Donnell	Cell 10 Title V - Prof. Svcs. 1/1/24 - 2/29/24
Buster Inc	PK201 - installed Tommy liftgate
Buster Inc	PK203 outfitting - Tommy gate installed
Carolina Software	Software Support Quarter Ending 06/30/24
Carquest Auto Parts	Halogen Headlamp for Engine 2-brake cleaner and 60
Carquest Auto Parts	Shop supplies - jet spray nozzle
Carquest Auto Parts	Shop supplies - butane cylndr
Carquest Auto Parts	fuel/water separator
Carquest Auto Parts	brake pads, painted rotor
Carquest Auto Parts	oil and air filter
Carquest Auto Parts	lube, fuel spin on, fuel/water separator
Carquest Auto Parts	air element
Carquest Auto Parts	air and oil filter
Carquest Auto Parts	engine oil filter
Carquest Auto Parts	relay
Carquest Auto Parts	fuse
Carquest Auto Parts	sealed mini fuse holder
Carquest Auto Parts	air filter
Carquest Auto Parts	fuel filter
Carquest Auto Parts	fuel filter
Carquest Auto Parts	oil filter
Carquest Auto Parts	fuel/water separator
Carquest Auto Parts	oil and air filter
Carquest Auto Parts	by-pass lube, air filter
Carquest Auto Parts	fuel, lube, air
Carquest Auto Parts	lube, coolant filter, by pass lube spin on, air
CED- Consolidated Electrical Distributers Inc	Wire butt splice
Cedars Health LLC	Occupational Health Testing - March
Certified Laboratories	Shop grease
CH Diagnostics and Consulting	Giardia and Crypto sample analysis invoice
CMI-Teco	WC713 - switch
County Trash LLC	Dumpster Pickup-Biweekly
Crescent Electric Supply Co	Electrical Junction Underground Box (2)
Croell Redi-Mix Inc	return
Croell Redi-Mix Inc	Shop - concrete for lift removal
Donna Jean Jawrunner	purchase of Sun Lion Sculpture
DOWL LLC	WWTP S. Clarifier - Prof. Svcs. 1/21/24 - 2/17/24
DOWL LLC	WWTP S. Clarifier - Prof. Svcs. 2/18/24 - 3/23/24
DOWL LLC	NE Transmission - Prof. Svcs. 2/18/24 - 3/23/24
DOWL LLC	Terra Turner Prof. Services 2/18/24 - 3/23/24
Edge Construction Supply	Telespar Posts/Anchors for signs
Employ LLC	temporary labor for recycling
Employers Council	Pre Employment Background Checks
Enviro-Clean Equipment Inc	ST343 - guide whl, brn hsing, hardware, caster whl
Fastenal Company	Gloves
Fedex Freight	Sample analysis sent to CH Diagnostics
Galls LLC	Blackinton Large Sergeant Chevron

Grainger Inc	Shop supplies - DOT container label
Grainger Inc	Shop supplies - label paper
Grainger Inc	Shop supplies - label tape cartridge
Grainger Inc	Shop supplies
Granicus	Video Streaming Services (Swagit) FY24
Greenfold Services LLC	Janitorial Services
Greensky Commercial Cleaning	Janitorial Services
Hach Company	Stablcal STD #2660153- Lab supplies
Hach Company	Stablcal STD 100 NTU
Hach Company	Dissolved Oxygen and Sodium thiosulfate-Lab Suppli
Hach Company	Filters, Wipers, Water, Nitrogen, Ammonia, Etc.
Harris Computer Systems	Crystal reports and Advantage software 6/1/24-6/30
Harris Computer Systems	Payforce, Advantage, Employee History, Cash Receipt
Heartland Kubota LLC	Cutting Edge, Nuts, Bolts
Home Depot Credit Services	No trespassing signs for condemned buildings Code
Home Depot Credit Services	Shop tool - hose reel wall mount
Home Depot Credit Services	Materials for Barricades
Home Depot Credit Services	GFI's/Stencil Material
Home Depot Credit Services	Supplies for Barricade Repairs
Home Depot Credit Services	Materials for Barricade Repairs
Home Depot Credit Services	Stain for SCG benches
Home Depot Credit Services	Park bench supplies for Parks grounds maintenance
Home Depot Credit Services	Park bench supplies, impact wrench
Home Depot Credit Services	charcoal
Home Depot Credit Services	Box cover
Home Depot Credit Services	Stud finder/picture hangers
Home Depot Credit Services	Driller toggle
Home Depot Credit Services	return of sander
Home Depot Credit Services	Buckets and work gloves for cemetery
Home Depot Credit Services	Screws-Roller Pads for Barricade Repairs
Hot Iron Inc	Terra Turner - Const. Pay App #2
Humdinger Equipment LTD	Alternator Belt, Fan Belt, Gaskets and Rotary Unio
Ironman Towing	Tow charge
J J Keller & Associates Inc	CDL Training-Courses
JB Storage Containers Inc	Relocate Container
John Deere Financial #1111308145	Work and safety gloves
John Deere Financial #1111308145	5-Gallon Buckets and (4) Pairs of Pants for Pete B
John Deere Financial #1111308145	Impact and socket set
John Deere Financial #1111308145	Equipment supplies for Community Forestry
John Deere Financial #1111308145	Replacement chain for Community Forestry
Keith Alan Van Pelt	March Strategy prep
Kenny L Rolfe Matco Tools	Shop tools - adapter kit
Kerns Law Office LLC	City attorney March
Kilpatrick Creations Inc	3 Polo Shirts with embroidery for SFR (Sgt Krinkee
Kilpatrick Creations Inc	Hats for KGC seasonal staff
KRW Associates LLC	Job Advertising and Application Review for City PI
L J Wright Ironworks & Design Inc	New entrance sign for Kendrick Arboretum

Lawson Products Inc	Shop supplies - roll dispenser
Legacy Irrigation and Supply LLC	Camlock Gasket
LN Curtis & Sons	combustible ex sensor replacement kit
Lube Refiners LLC	PD109 - LOF & tire rotation
Lube Refiners LLC	PD112 - LOF service
M&K Rentals	Deere Excavator Rental 4/1/2024
M&K Rentals	Stump grinder rental
Main Frame	Matting, a brass placard for Councilor Linden's pi
Memorial Hospital of Sheridan County	Occupational Health Testing
Merchant McIntyre & Associates LLC	Infrastructure Grant Services - April 2024
Midwest Laboratories Inc	Compost Testing
Mile-Hi Fire Apparatus, Inc	Ladder 1 Parts-Mile-Hi Fire Apparatus
Modern Machinery Co Inc	LF476 - air spring, belt guides, idlers, chains
Mullinax Concrete Service & Irrigation	Hot plant - sand
Nancy Jane Trangmoe	Embroidery for Russ B. and Pete B.
Napa Auto Parts	Truck Battery UM225
Napa Auto Parts	refund of deposit
Napa Auto Parts	return
Napa Auto Parts	air filter
Napa Auto Parts	flush mount led
Napa Auto Parts	4 pc extension kit
Napa Auto Parts	blower motor resistor
Napa Auto Parts	drum handler
Napa Auto Parts	cleaner
Napa Auto Parts	led marker lamp
Napa Auto Parts	differential seal
Napa Auto Parts	anti lock brake system
Napa Auto Parts	air and oil filter
Napa Auto Parts	battery
Napa Auto Parts	halogen sealed beams
Napa Auto Parts	cable tie, brake parts cleaner
Narwhal Met LLC	Weather Forecasting - 03/2024
National Testing Network Inc	Peace Officer Testing
Norco Inc	Eye flush bottle
Norco Inc	Small Cut Gloves
Norco Inc	Large Black Stallion Gloves
Norco Inc	Supplies
Norco Inc	2XL Puncture Proof Gloves
Norco Inc	Rubber Gloves
Norco Inc	Shop supplies - k-oxygen and ws-acetylene
Norco Inc	2XL Puncture Proof Gloves
Norco Inc	Janitorial supplies for parks
Norco Inc	Mop bucket for parks
Norco Inc	N95 Resp PPE
North American Rescue Holdings LLC	Medical Kits
Novus Glass	PD110 - windshield replacement
O'Reilly Auto Enterprises LLC	ST337 - fuel filter

O'Reilly Auto Enterprises LLC	return of item
Office Shop Inc	Copier charges
Office Shop Inc	Monthly Copy Charges
Office Shop Inc	Canon/IRAC5535i-II contract
Office Shop Inc	return
Office Shop Leasing	3rd floor copier lease 46 of 60
Office Shop Leasing	Copier Lease Payments
Office Shop Leasing	Lease pymnt 46 of 60, Agreement #393
One-Call of Wyoming	(244) One-Call Tickets for March CDC
One-Time Customer Refund Vendor	Refund-817 S Sheridan Ave.
One-Time Customer Refund Vendor	Refund-1315 Highland Ave
One-Time Customer Refund Vendor	Refund - 1257 Val Vista St
One-Time Customer Refund Vendor	Water Refund
One-Time Customer Refund Vendor	Refund-1538 North Heights Rd
One-Time Customer Refund Vendor	Water Refund
One-Time Customer Refund Vendor	Refund-7 Gable Way #B
One-Time Customer Refund Vendor	Refund-23 S Main St
One-Time Customer Refund Vendor	Deposit Refund - 1234 Rosewood Ct
One-Time Customer Refund Vendor	Refund-1082 Big Goose Rd
One-Time Customer Refund Vendor	Refund-2393 Tin Cup Circle
One-Time Customer Refund Vendor	Refund-352 Wyoming Ave
One-Time Customer Refund Vendor	Refund - 624 E Brundage Ln #IRRG
One-Time Customer Refund Vendor	Refund - 238 W 15th St.
One-Time Customer Refund Vendor	Refund - 600 E 5th St
One-Time Customer Refund Vendor	Refund-2317 Pheasant Draw Rd
One-Time Customer Refund Vendor	Refund-631 W Loucks St.
One-Time Customer Refund Vendor	Deposit Refund-7 Woodland Park Rd
One-Time Customer Refund Vendor	Refund-33 Club House Dr
One-Time Customer Refund Vendor	Refund-1214 W 10th St
One-Time Customer Refund Vendor	Refund-557 Brookie Path
One-Time Customer Refund Vendor	Refund - 361 Crescent Dr.
One-Time Customer Refund Vendor	Refund - 337 W Brundage St.
One-Time Customer Refund Vendor	Refund - 2088 Big Horn Ave
One-Time Customer Refund Vendor	Refund-1724 Dana Ave
One-Time Customer Refund Vendor	Refund for payment of wrong permit #B-24-15
One-Time Employee Reimbursement Vendor	Casper Dispatch Thank You
One-Time Employee Reimbursement Vendor	travel expenses
One-Time Employee Reimbursement Vendor	CDL Test Reimbursment
One-Time Employee Reimbursement Vendor	Wellness Participation Reimbursement: Candace Ains
One-Time Employee Reimbursement Vendor	Insoles for ALindberg 3-30-2024
One-Time Employee Reimbursement Vendor	CDL License Reimbursement
One-Time Employee Reimbursement Vendor	reimbursement for ICC exam and study guide for Res
One-Time Employee Reimbursement Vendor	Meals per diem for lunch only-attending the Northe
One-Time Employee Reimbursement Vendor	Meals Per Diem for lunch only while attending the
One-Time Employee Reimbursement Vendor	Utility gloves for CEisenman 4-7-2024
One-Time Employee Reimbursement Vendor	Glove strap for CEisenman 3-11-2024
One-Time Employee Reimbursement Vendor	reimbursement for certification

Pace Analytical Services LLC	Monthly Oil & Grease Effluent Tests WWTP
Pace Analytical Services LLC	WY5600052 Bac-T sample analysis invoice
Pace Analytical Services LLC	WY5600052- Bac-T sample analysis invoice
Pace Analytical Services LLC	WY5601537- Bac-T sample analysis invoice
Pace Analytical Services LLC	WY5600052- Bac-T sample analysis invoice
Peak Pest Solutions LLC	Monthly service
Peak Pest Solutions LLC	Monthly Service
Peak Pest Solutions LLC	Monthly service
Peterbilt of Wyoming	WC320 - tube-cpr water inlet
Pfitzer Pest Control LLC	Quarterly Rodent - Streets
Pfitzer Pest Control LLC	Exterminator for SWR Center and UM Bay
Pontem Software by RIA	Cemetery software fees.
Powder River Power of Sheridan Inc	V-Belts, Break Cleaner
Powder River Power of Sheridan Inc	CSC - parts for washout bay
Powder River Power of Sheridan Inc	XL Blk Nitrile gloves and brake clean
PreCise MRM LLC	Snow - flat data plan
ProPet Distributors Inc	Pet waste station supplies
Quill LLC	bankers boxes, folders, pens
Quill LLC	hanging box bottom folders
Railroad Management Company III LLC	Railroad lease-sewer pipeline crossing
Railroad Management Company III LLC	Railroad lease- water pipeline crossing
Randall Engineering Surveys	Survey of Old Landfill
Randall Engineering Surveys	Survey of Cell 9
Range	Crimestoppers
Rapid Fire Protection Inc	Annual wet system sprinkler inspection for city ha
Rapp Plumbing and Heating LLC	Repair to 2nd floor men's restroom urinal
Secure Shred	Shredding Services
Security State Bank	Terra Turner - Pay App #1 Retainage
Security State Bank	Terra Turner - Pay App #2 Retainage
Servall Uniform & Linen Supply	UM rug cleaning
Servall Uniform & Linen Supply	UM rug cleaning
Servall Uniform & Linen Supply	Clean Rugs for SFR 3-28-2024
Servall Uniform & Linen Supply	Rug Cleaning
Servall Uniform & Linen Supply	Landfill Bi-Weekly Rug Cleaning 04/04/23
Servall Uniform & Linen Supply	SWR Bi-Weekly Rug Cleaning 04/04/23
Sheridan Commercial Co	Shop supplies - coupling and dry erase marker
Sheridan Commercial Co	Paint for Barricades
Sheridan Commercial Co	Streets supplies - spackle knife
Sheridan Commercial Co	Supplies - Chip brush and nozzle
Sheridan Commercial Co	Extension Cord for fire station 4-8-2024 CBrutlag
Sheridan Commercial Co	Cleaning Supplies
Sheridan Commercial Co	Screws and fasteners, reflectors and painting supp
Sheridan Commercial Co	Misc. parts for trac-vac repairs (cable clamps, wa
Sheridan Commercial Co	Mat paint
Sheridan Commercial Co	light bulbs
Sheridan Commercial Co	Hand Tamper
Sheridan Commercial Co	Janitorial Supplies

Sheridan Commercial Co	Supplies- Electrical Panel OSHA
Sheridan Commercial Co	Distilled water
Sheridan Commercial Co	Stencil Posterboard-Barricades
Sheridan Commercial Co	Paint for Barricades
Sheridan Commercial Co	Fastener and Anchors
Sheridan Commercial Co	Printer Ink Cartidges x2
Sheridan Commercial Co	Tyvek protection suit for code compliance
Sheridan Commercial Co	Keys for Recycling
Sheridan County	Air Service Jan-Mar 2024 CPA Subsidy
Sheridan County Justice Office	FY 2024 Justice payments
Sheridan County Public Works	Planning Ad - Brown Berrettini Minor Admin Replat
Sheridan County Public Works	Planning Ad - Whitney Project Sub.
Sheridan County Treasurer	Spillman Maintenance
Sheridan Econ-O-Wash Laundry	Laundry Services
Sheridan Econ-O-Wash Laundry	Shop - laundry service Ivan P.
Sheridan Econ-O-Wash Laundry	Laundry Services
Sheridan Media	Community Clean Up Ad 03/26/24
One-Time Customer Refund Vendor	Deposit Refund-609 Aspen Trl
One-Time Customer Refund Vendor	Refund - 805 Sumner St.
One-Time Customer Refund Vendor	Refund - 1012 Illinois St
One-Time Customer Refund Vendor	Refund - 831 E 7th St
One-Time Employee Reimbursement Vendor	Running shoes for SReid 3-28-2024
Sheridan Motor Inc	return
Sheridan Motor Inc	discount applied
Sheridan Motor Inc	return
Sheridan Motor Inc	return
Sheridan Motor Inc	PD119 - R&R coolant tank
Sheridan Newspapers Inc	Classified Ad: Seasonal Parks
Sheridan Newspapers Inc	Classified Ad: Signal and Lighting Technician
Sheridan Newspapers Inc	Classified Ad: Burgess Junction Visitors Center Ma
Sheridan Newspapers Inc	Classified Ad: City Treasurer
Sheridan Newspapers Inc	Classified Ad: Sanitation and Recycling Equipment
Sheridan Newspapers Inc	Classified Ad: Customer Service Specialist
Sheridan Newspapers Inc	Community Clean Up Ad 03/30/24
Sheridan Newspapers Inc	Planning - PH Notice for PC Annexations
Sheridan Newspapers Inc	Eng - PH Notice for CC Annexations
Sheridan Recreation District	FY24 support
Sheridan Saw Service LLC	Saw repair for KGC
Sheridan Transportation Taxi	Safe Rides
Sherwin Williams Company	Labor for Striper Repairs (TS412)
Star Playgrounds	Engineered wood fiber surfacing for playgrounds
Star Playgrounds	New playground at Washington Park
Steve's Truck Service Inc	RC363 - R&R crank case filter & performed regen
Stryker Sales Corporation	paramedic supplies
Talx Corporation	Unemployment Services
Tank Management Services	Fuel Monthly Report
Ted's Towing LLC	Tow charge

The Cary Company	48 55-Gallon Drums
Thomas J Klepperich	Judge Klepperich March Hours
Tire Rama	WC78 - RRI tire repair
Tire Rama	PK417 - replaced tire
Tire Rama	CF575 - installed new tires (2)
Tire Rama	Tire repair for mower at KGC
Tires for Reclamation Inc	Tire Recycling 04/04/24
Top Office Products Inc	SFR Office Supplies-March 2024
Top Office Products Inc	Office Supplies
Transaction Warehouse Inc	
Tree Mechanics	Deep root feeding - cottonwoods
Tree Mechanics	
Trihydro Corporation	2023 R&O - CA thru 2/24/2024
Trihydro Corporation	Security Gates - prelim. design thru 2/24/2024
Trihydro Corporation	Environmental Monitoring & Reporting - February 24
TWS Trucking Services LLC	Tire Hauling 04/04/24
Tyler Technologies Inc	Utility billing implementation
Tyler Technologies Inc	Notify software 12/1/23-4/30/24
US Army Corps of Engineers Omaha District	ACOE G.I. Study - March 2024 cost match share
Van Diest Supply Company	Herbicide for Weed and Pest
Van Diest Supply Company	Herbicide for Weed and Pest
Vertical Door Solutions Inc	Service call on commercial bay door number 1 at fi
Visionary Communications	Business Wireless Internet
VRM Inc	500 Hour Service on Loader LF486
WAM-WCCA Energy Lease Program	FY24 Window loan payments
Winsupply of Sheridan Wy Co	CSC - 1-1/2 dbl chck BFP for building
Winsupply of Sheridan Wy Co	Meter flanges
Winsupply of Sheridan Wy Co	Plumbing supplies
Winsupply of Sheridan Wy Co	Plumbing supplies
Winsupply of Sheridan Wy Co	Plumbing supplies
WY Department of Transportation	E. 5th St. Corridor - WYDOT thru 4/1/2024
Wyoming Assoc Rural Water Systems	2024 conference- J. Attebury
Wyoming Regional EMS LLC	FY24 Ambulance Service
Wyoming Rents	Telehandler Rental - Belt Press Roller Replacement
Wyoming Water Development Commission	return of funds to WWCD
Zencity Technologies US, Inc	Zencity engagement
CenturyLink Communications LLC	utility bills March
CenturyLink Communications LLC	city hall switchboard March
Farmers Co-op Oil Co	Fuel for Landfill 03/05/24
Farmers Co-op Oil Co	Fuel for Landfill 03/08/24
Farmers Co-op Oil Co	Fuel for Landfill 03/15/24
Farmers Co-op Oil Co	Grease for Equipment
Farmers Co-op Oil Co	Shop - LP non motor gallons oil
Farmers Co-op Oil Co	DEF for Landfill Equipment
Farmers Co-op Oil Co	Fuel for Landfill Equipment 03/22/24
Farmers Co-op Oil Co	Fuel for Landfill
Farmers Co-op Oil Co	3/21/24 fuel delivered to Golf Course

Farmers Co-op Oil Co	3/5/2024 fuel delivery to CSC
Farmers Co-op Oil Co	Various Depts - antifreeze
Farmers Co-op Oil Co	3/12/2024 fuel delivery to csc
Farmers Co-op Oil Co	3/18/2024 fuel delivery to Cemetery
Farmers Co-op Oil Co	3/19/2024 fuel delivery to csc
Farmers Co-op Oil Co	fuel streets
Farmers Co-op Oil Co	Various Depts - windshield washer
Leininger Law LLC	City prosecutor hours March
Leininger Law LLC	City attorney fee for Astech Bond Claim
Leininger Law LLC	City attorney hours for Astech Bond Claim
Modern Electric Co	install heater in Paradise Booster Station
Montana Dakota Utilities Co	partial utility bills March
Montana Dakota Utilities Co	partial MDU bills
One-Time Customer Refund Vendor	settlement agreement
Range	Range bills March
Sheridan Fire Equipment & Service Professional LLC	FY23 dog and cat shelter extinguisher

Invoice Net

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(\$7.87)
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\$75.57
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(\$2.83)
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(\$30.04)
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\$212.50
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\$800.00
\$3,912.00
\$2,500.00
\$200,000.00
\$3,056.45
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\$135.00
\$220.68
\$600.00
\$2,500.00
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\$108.52
\$150.36
\$397.76
\$4,091.75
\$395.00
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\$470.00
\$252,401.05
\$7,778.00
\$1,375.23
\$193.97
\$2,557.39
\$1,561.72
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\$68.11
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\$2,692.81
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\$452.76

\$7,647.45
\$471.62
\$7,648.24
\$273.44
\$4,025.84
\$918.75
\$132.30
\$5,538.75
\$97.50
\$391.95
\$1,352.00
\$4,645.48
\$20,740.29
\$38,360.00
\$2,803.64
\$90.00



CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

RE: Consideration of the Third and Final 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: City Administrator Stuart McRae

Date: 04/15/2024

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:

A M E N D M E N T

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,

^AB.C. The ~~An approved~~ amendment to the Master Plan shall not be altered may be granted by the Board of Adjustment during the 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 the Third and Final 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: City Administrator Stuart McRae

Date: 04/15/2024

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 Adjustment Hearing. Before a license may be revoked, the licensee shall be entitled to a hearing by the ~~B~~board of ~~appeals~~Adjustment, established by ~~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~~city ~~P~~ublic ~~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~~ublic ~~W~~orks ~~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~~ublic ~~W~~orks ~~D~~irector revocation shall be certified.
 - (4) The ~~P~~ublic ~~W~~orks ~~D~~irector and licensee may resolve the matter by agreement which shall be submitted to the ~~B~~board of ~~appeals~~Adjustment for approval.
 - (5) The ~~C~~city 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 Adjustment 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~~city of Sheridan, conditions of reinstatement, and assess all costs and expenses of the city, including the cost for ~~C~~city staff time, reasonably related to the revocation.
- (d) ~~City governing body~~Governing Body Appeal. A licensee may appeal the ~~B~~board of ~~appeals~~Adjustment decision by providing written notice to the ~~C~~city ~~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 ~~Ceity C~~governing ~~B~~body.

- (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~~mayor. 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~~board of ~~Aadjustment~~ 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 ~~Ceity~~ 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 ~~CeityC~~ clerk on the form provided by the ~~Ceity~~ 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 ~~Ceity~~ 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 Ccity of Sheridan ~~building~~ board of ~~appeals~~ Adjustment’ 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 ~~B~~board of ~~appeals~~ Adjustment, 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~~

Page

~~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-board will evaluate the issue(s) brought to it on appeal shall be primarily based on the intent of C-city 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-city of Sheridan will be considered by the board.

~~(d)~~
(e) (b) Appeals to the B-board shall be in writing and delivered to the C-city C-clerk's O-office.

(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 Clerk within 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.)

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

AMENDMENT
Page

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

(b) Any person aggrieved by the decision of the Pplanning Ccommission 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,~~

(c) The standard of review by which the Pplanning Ccommission will evaluate the issue(s) on appeal shall be primarily based on the intent of Ccity 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.
(e)

(Ord. No. 2031 § 1, 10-15-07.)

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 Bboard of Aadjustment is hereby created. The word "Bboard" used in this section shall be construed to mean the board of adjustment. The Bboard 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 Ceity Ceouncil 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 Ceity ceouncil-Governing Body shall have the power to remove any member of the Bboard for cause upon written charges and after public hearing.

B. Meetings. Meetings of the Bboard 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 Bboard shall be open to the public. The Bboard 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 Bboard and shall be a public record.

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A. Appeals. Appeals to the Bboard 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 Bboard by filing with the ~~building inspector~~Public Works Director and with the Bboard a notice of appeal specifying the grounds thereof. The ~~Publics Work Director~~building inspector shall forthwith transmit to the Bboard all the papers constituting the record upon which the action appealed from was taken.

C.

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1. An appeal stays all proceedings in furtherance of the action appealed from, unless the ~~building inspector~~Public Works Director certifies to the Bboard 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 Bboard 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.

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D. Jurisdiction. The Bboard 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 Bboard is required to pass. In granting special exemptions, the Bboard 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 Bboard 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 Bboard 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

Clerk

MEMORANDUM

RE: Consideration of the Second 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 2281 Time Change for Regular Meetings

**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:

A M E N D M E N T

2-2 Meetings

The governing body shall hold regular meetings in City Hall ~~C~~eouncil ~~e~~chambers at ~~5:30~~~~7:00~~ P.M. on the first and third Mondays of each month and may hold Study Sessions at 5:30 P.M. on the second and fourth Mondays of each month;~~provided that, m.~~ 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 ~~M~~m~~a~~yor or by a majority of the ~~C~~eouncilmembers. Regular meetings may be canceled by the ~~M~~m~~a~~yor.

(Ord. No. 2219, § 2, 3-15-21.)

SECTION 2:

EFFECTIVE DATE This Ordinance shall be in full force and effect beginning June 1, 2024, after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHERIDAN GOVERNING BODY

_____.

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 Third and Final 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

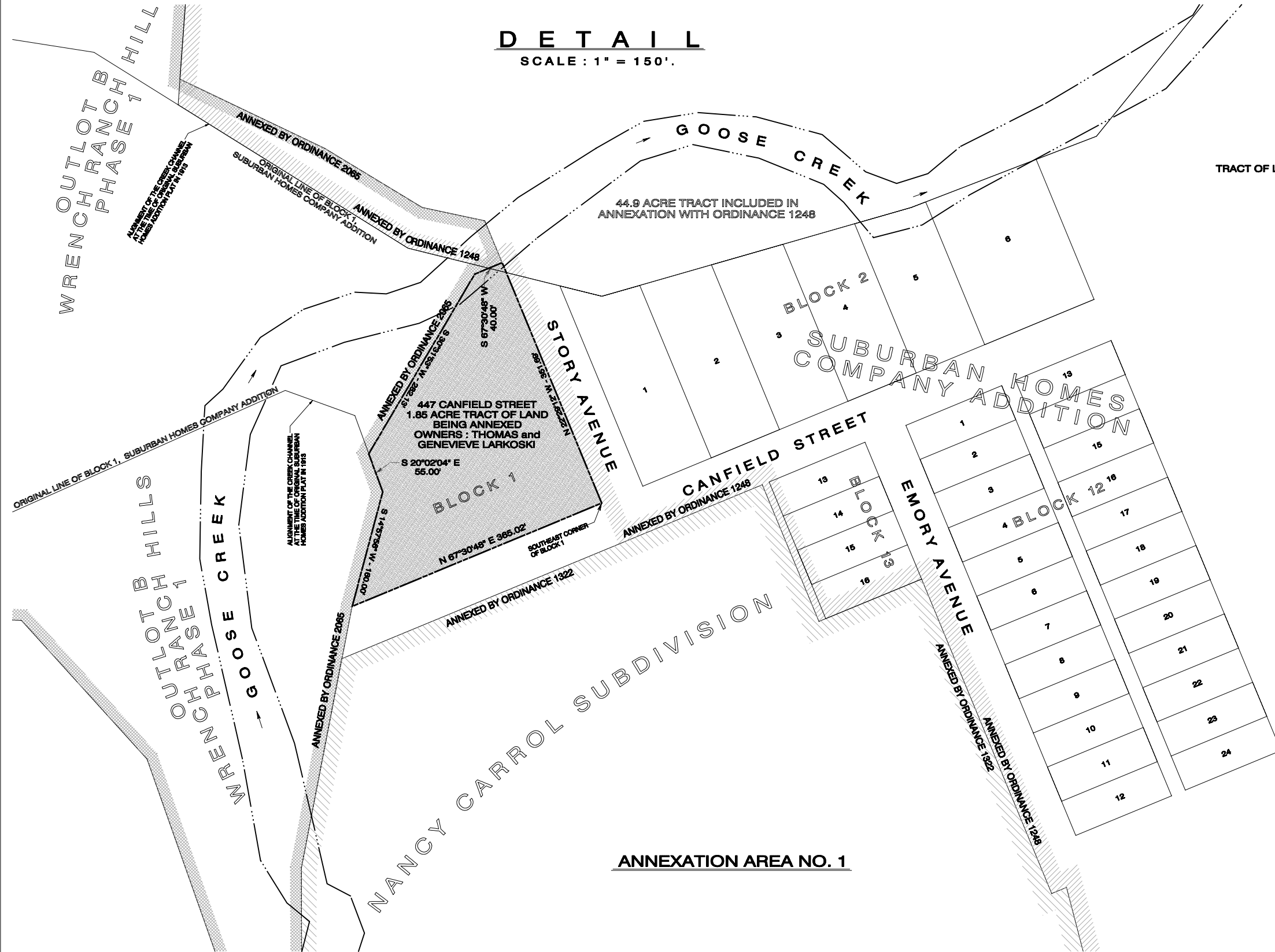
Aerial Maps

Annexation Report

Ordinance 2280

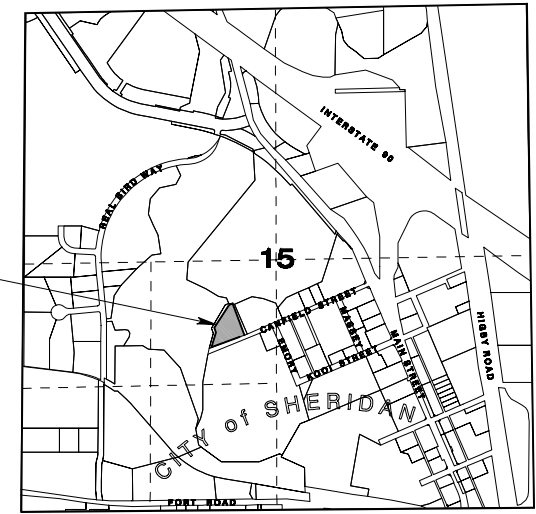
DETAIL

SCALE : 1" = 150'.



LOCATION

SCALE : 1" = 2000'.



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

ANNEXATION AREA NO. 1

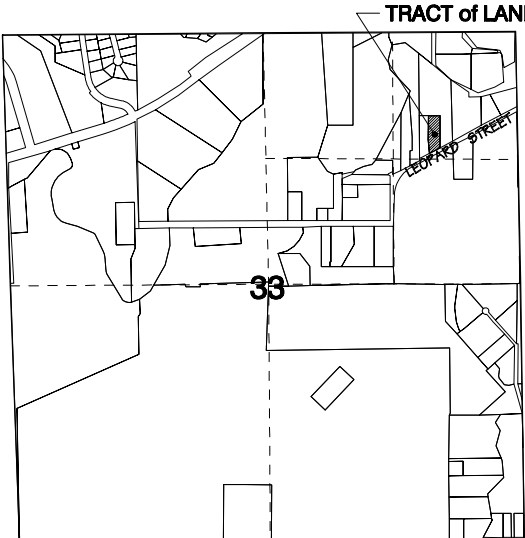
MAP
showing
AREA PROPOSED TO BE ANNEXED
to
the CITY of SHERIDAN
SHERIDAN COUNTY, WYOMING
being a
TRACT of LAND
situated in
NE¼NE¼ of SECTION 33,
TOWNSHIP 56 NORTH, RANGE 84 WEST
of the
SIXTH PRINCIPAL MERIDIAN
SHERIDAN COUNTY, WYOMING
for the
CITY of SHERIDAN
55 GRINNELL PLAZA
SHERIDAN, WYOMING 82801

DETAIL

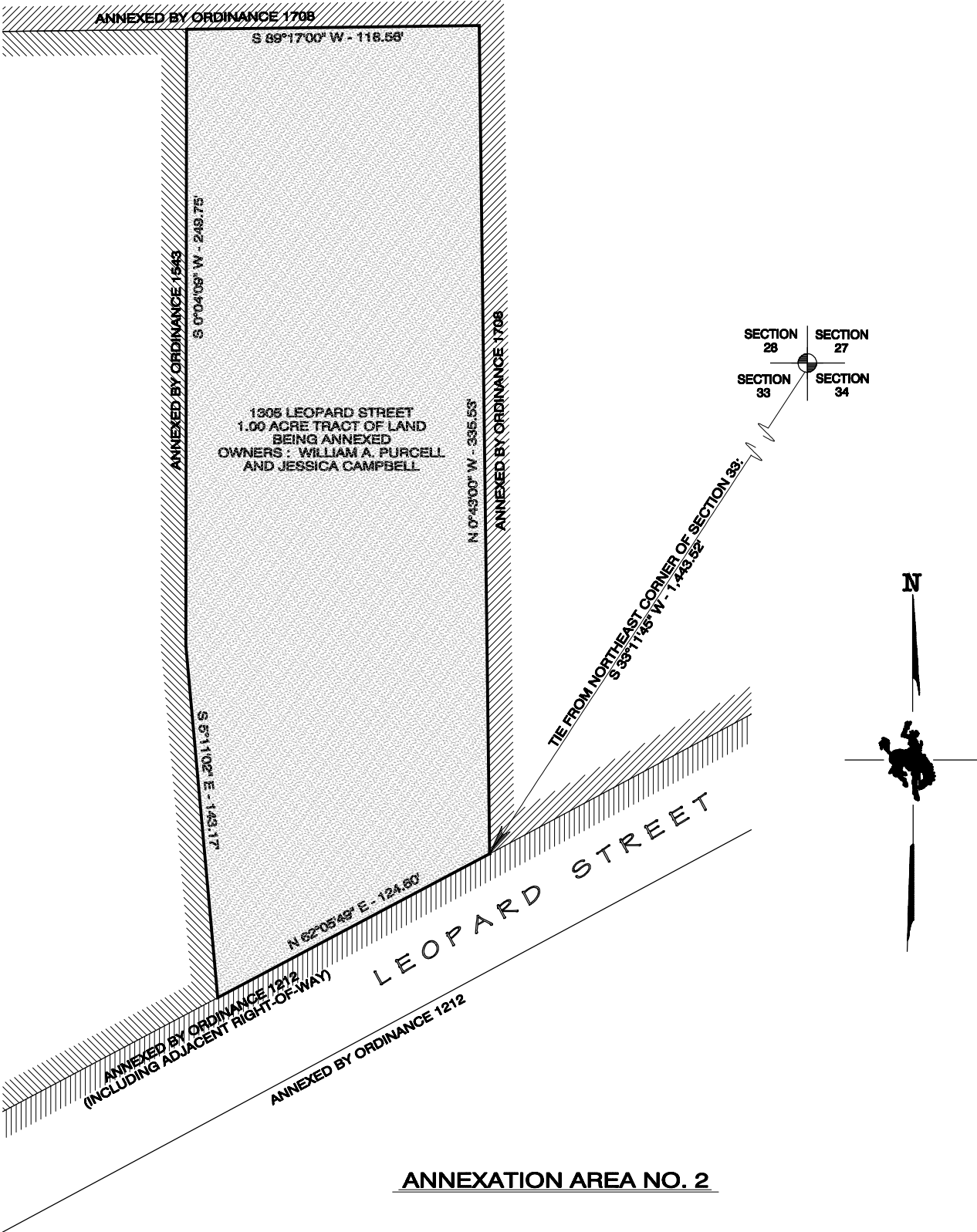
SCALE : 1" = 60'

LOCATION

SCALE : 1" = 2000'



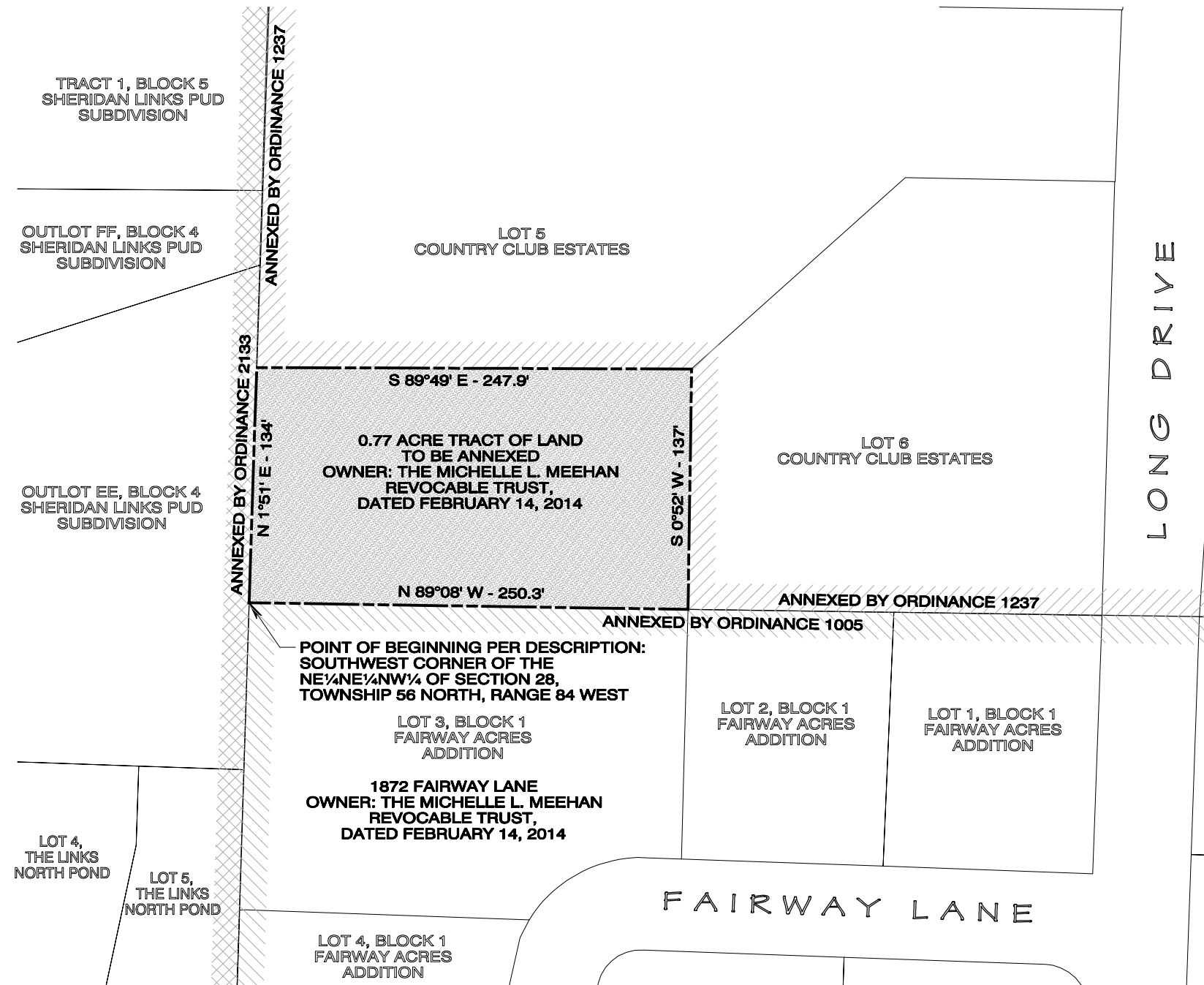
TOWNSHIP 56 NORTH, RANGE 84 WEST



ANNEXATION AREA NO. 2

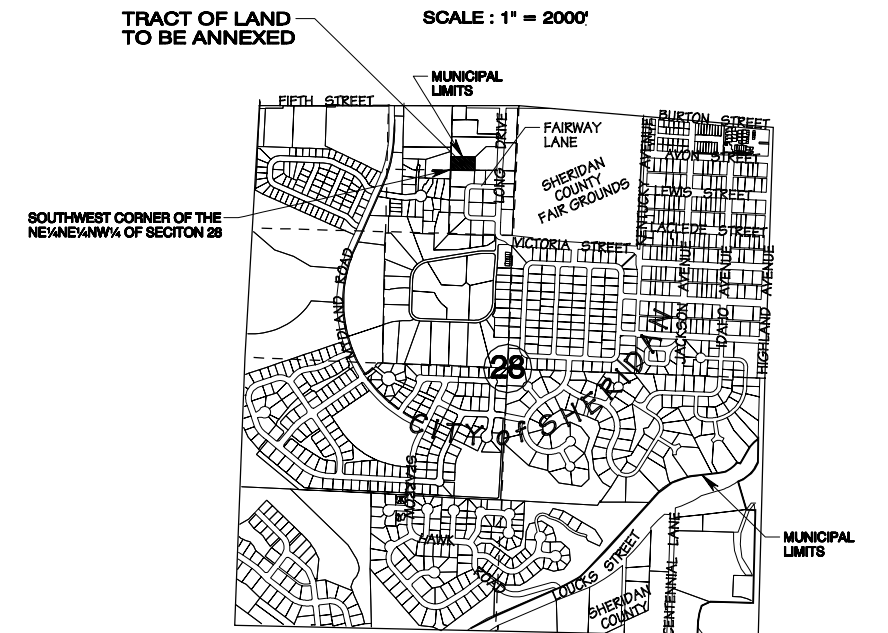
DETAIL

SCALE : 1" = 80'

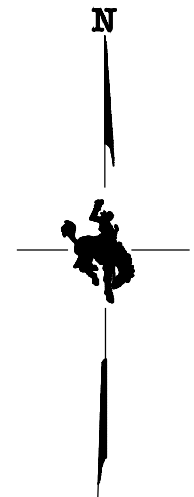


LOCATION

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

NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ of SECTION 28,
TOWNSHIP 56 NORTH, RANGE 84 WEST

of the

SIXTH PRINCIPAL MERIDIAN
SHERIDAN COUNTY, WYOMING

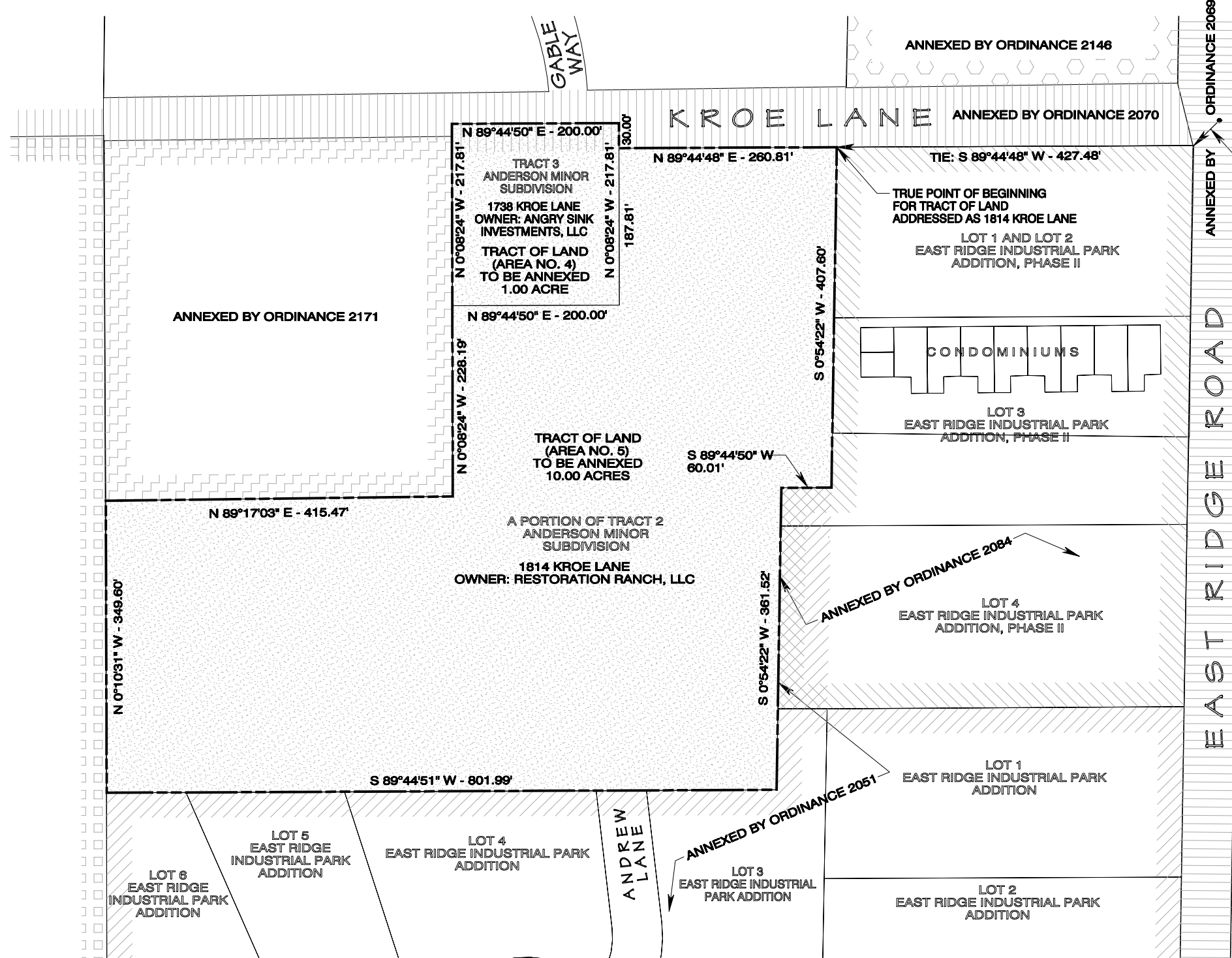
for the

CITY of SHERIDAN

55 GRINNELL PLAZA
SHERIDAN, WYOMING 82801

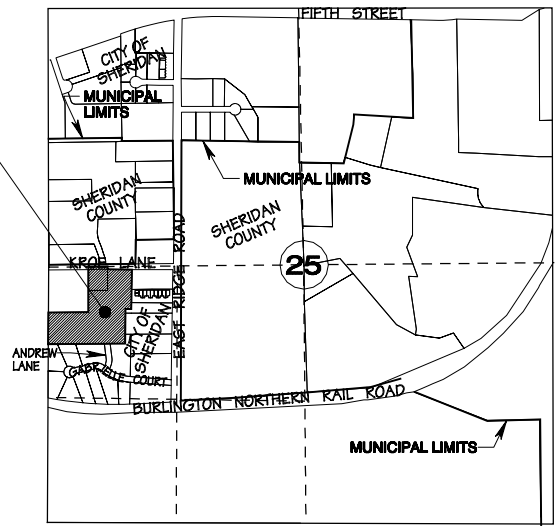
DETAIL

SCALE : 1" = 150'



LOCATION

SCALE : 1" = 2000'



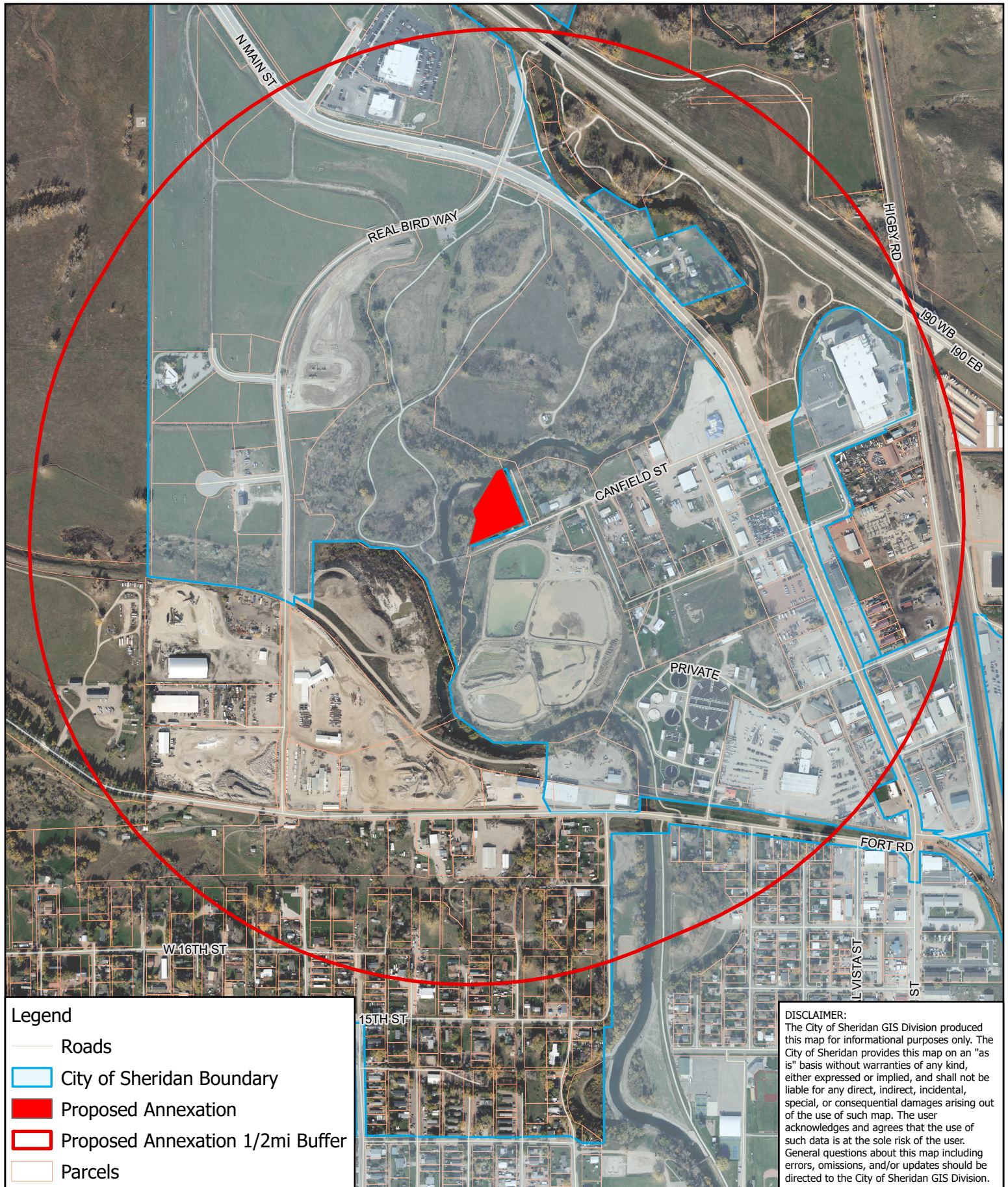
TOWNSHIP 56 NORTH, RANGE 84 WEST



MAP showing

AREA PROPOSED TO BE ANNEXED
to the
CITY of SHERIDAN
SHERIDAN COUNTY, WYOMING
being
TRACT 3
and a PORTION of
TRACT 2
ANDERSON MINOR SUBDIVISION
situated in the
NW¹/₄SW¹/₄ 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



Legend

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

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.



Proposed Annexation

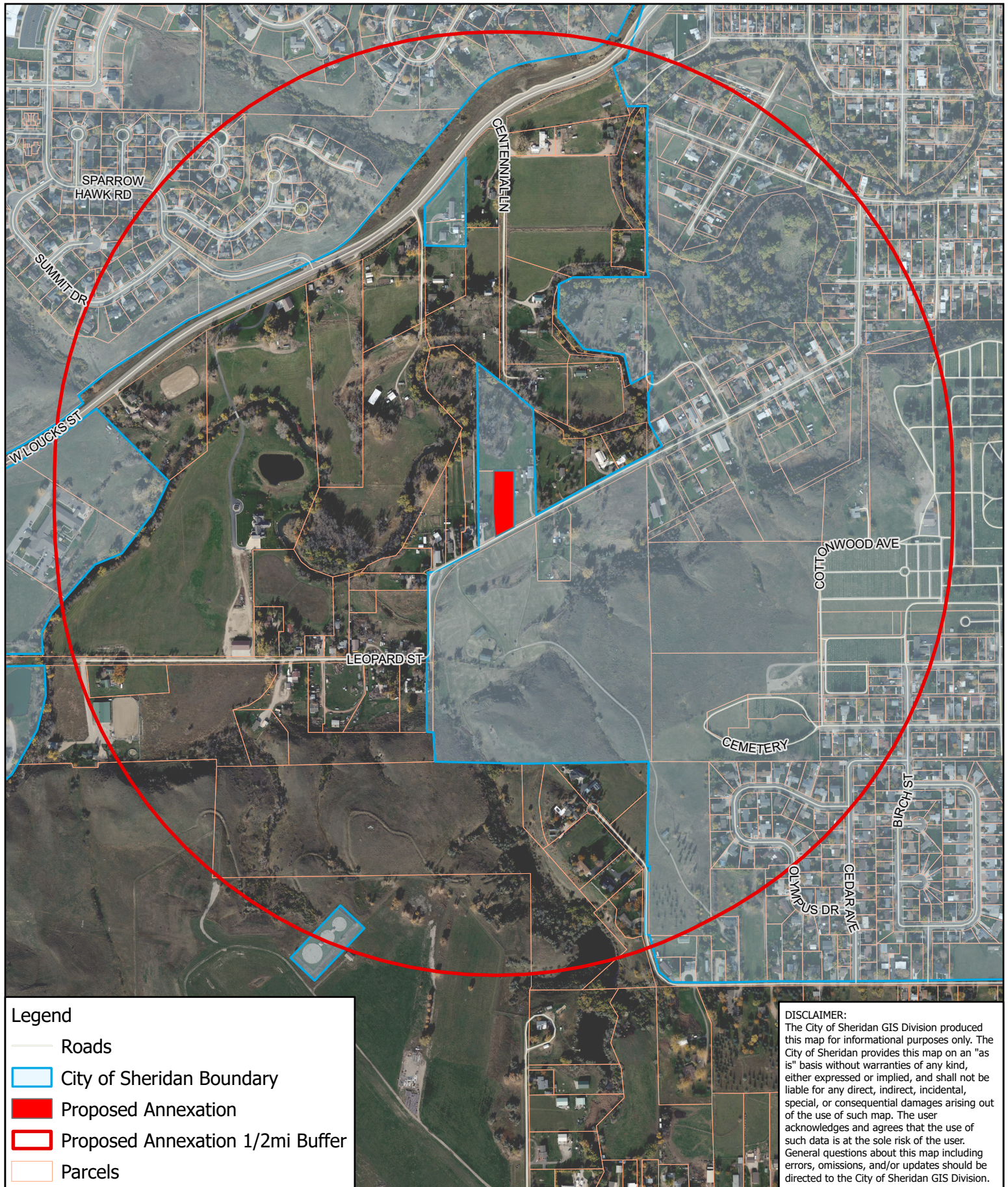
Annexation Area No. 1

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

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.



Proposed Annexation

Annexation Area No. 2

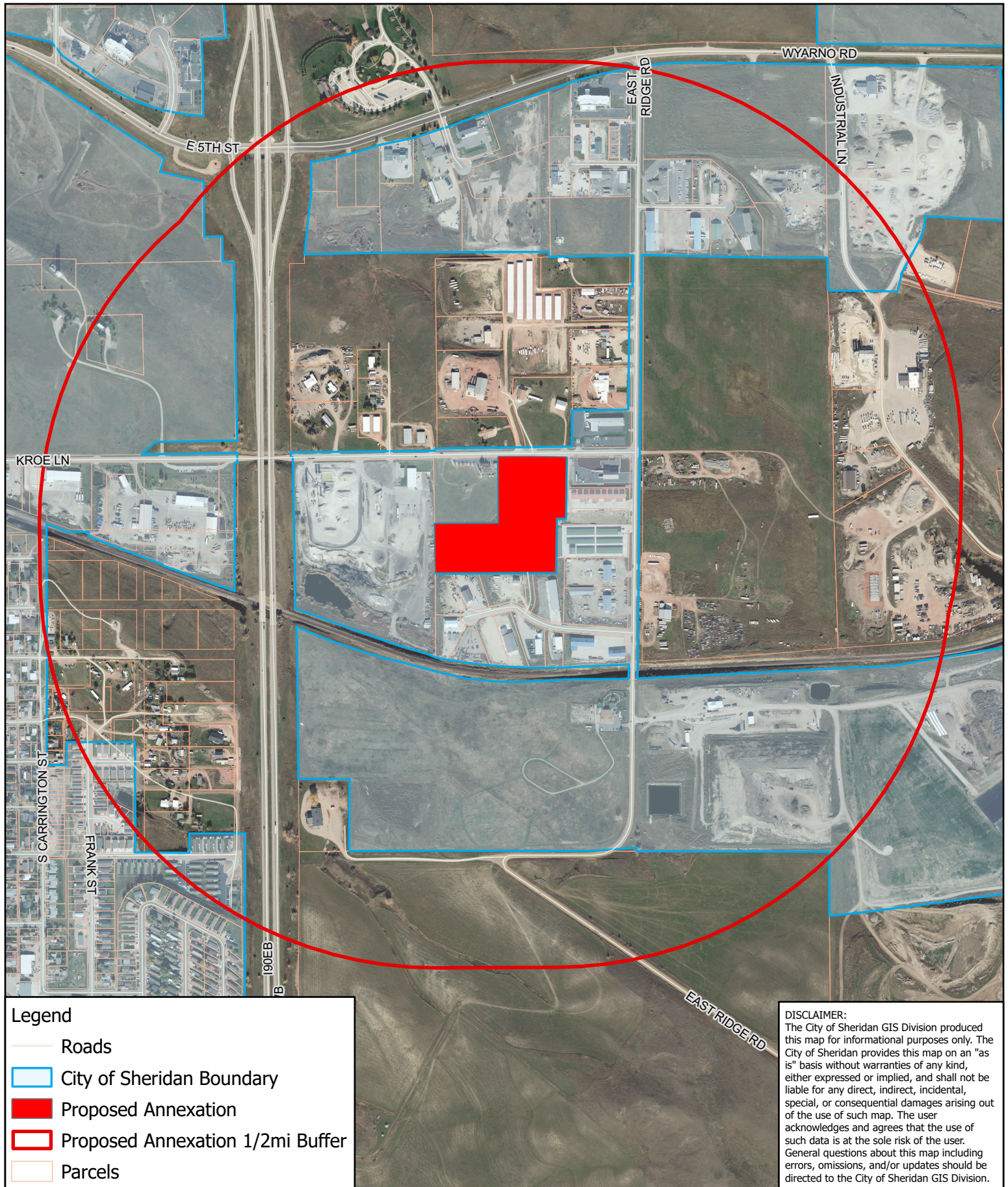
Miles 0 0.1 0.2

N

Date: 1/23/2024 9:53 AM

User: mross





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.

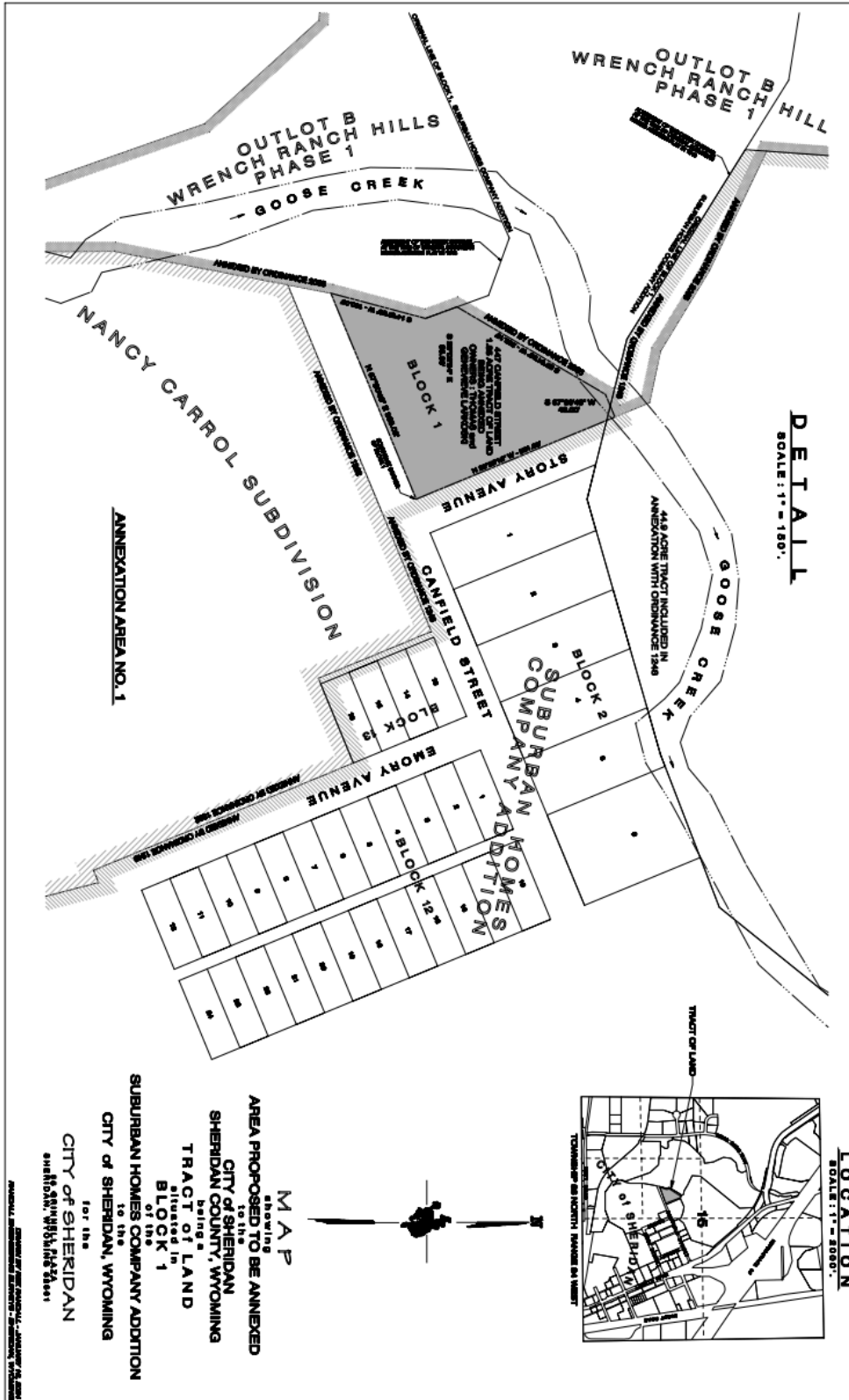


Figure 1 - Annexation Area No. 1 – 447 Canfield Street

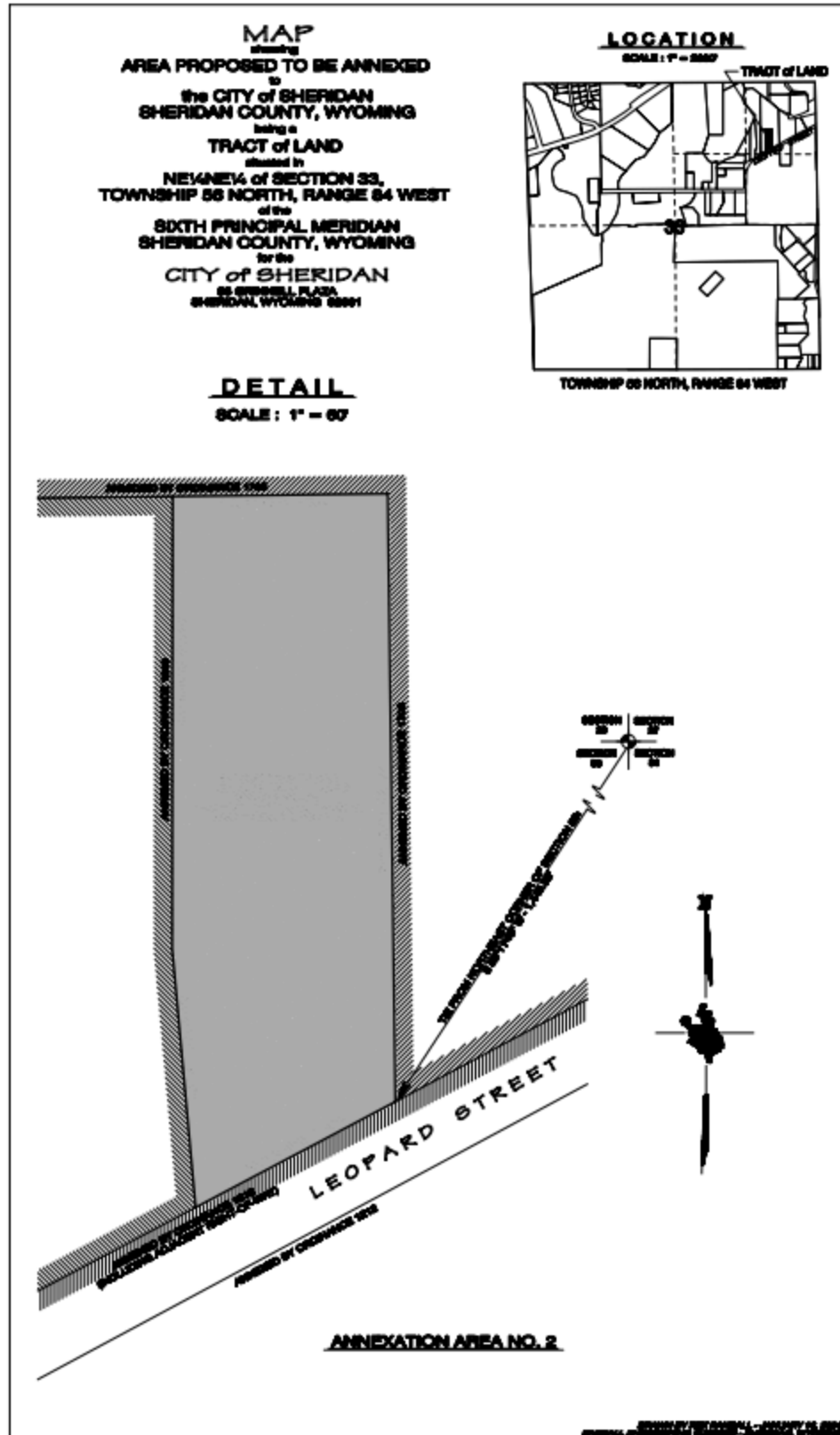
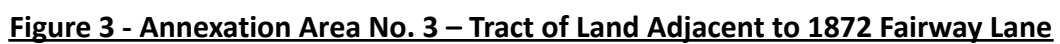


Figure 2 - Annexation Area No. 2 – 1305 Leopard Street



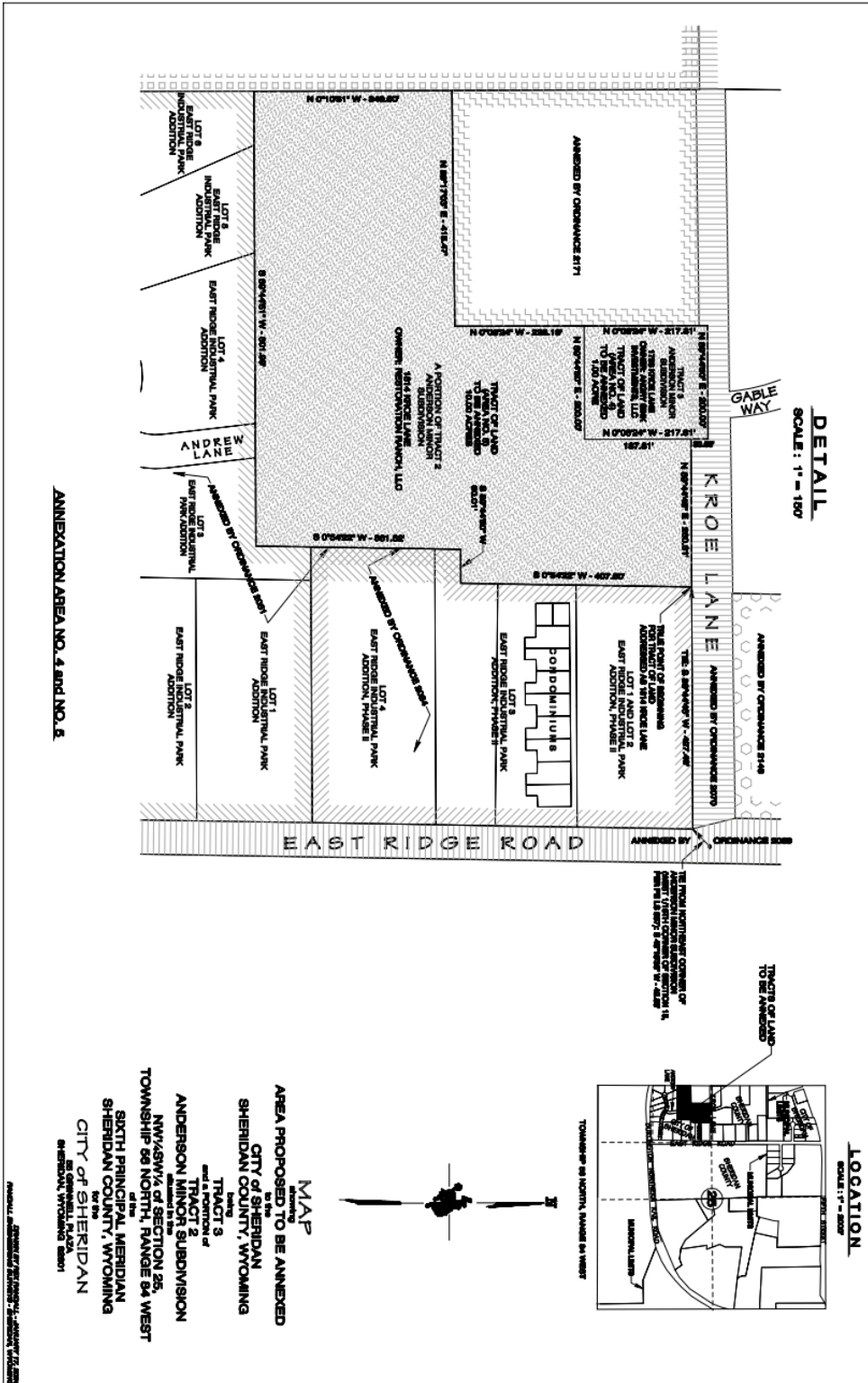


Figure 4 - Annexation Area No. 4 & 5 – 1738 & 1814 Kroe Lane

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 NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ 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 NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ 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 NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ 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 NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ 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 Amendment "A" to the Emergency Medical Services Agreement - City Attorney Brad Thimmesch

From: Brad Thimmesch, City Attorney

To: City Council

CC: City Administrator Stuart McRae

Date: 04/15/2024

Discussion:

See attached memo and proposed amendment.

Attachments

Memo

Current Agreement

Amendment A

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

BRAD M. THIMMESCH
CARSON L. TANNER

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MEMORANDUM

To: City of Sheridan
From: Brad Thimmesch
Subject: EMS Agreement, Amendment A
Date: April 4, 2024

Mayor and Council,

The Emergency Medical Services Agreement (the "Agreement") between the City, Sheridan County, and Wyoming Regional EMS, LLC was entered into by the parties on or around November 1, 2022.

Article 3.1.4 Second Year Adjustment of the Agreement provides the payment for the Fiscal Year 25 will be renegotiated based on the financial performance of Wyoming Regional.

The parties conducted negotiations that resulted in a 3.5% payment increase. This increases the payments owed by the City from \$12,420 per month in the 24 Fiscal Year to **\$12,854.70** in the 25 Fiscal Year, July 1, 2024, through June 30, 2025. The County is responsible for the same monthly payment in the 25 Fiscal Year.

Amendment A of the Agreement reflects this negotiated 25 Fiscal Year payment by amending the Agreement to add Paragraph (c) with the payment plan. No other terms or conditions of the Agreement were modified under the Amendment A.

I will note that there are no other clauses in the Agreement that require the parties to renegotiate the payment following the 25 Fiscal Year. However, it is likely that Wyoming Regional will have the ability to renegotiate the payments in the future.

YONKEE & TONER, LLP

Brad Thimmesch

Brad M. Thimmesch

EMERGENCY MEDICAL SERVICES AGREEMENT

This Emergency Medical Services Agreement (hereinafter "Agreement") is entered into by and between the City of Sheridan, a Wyoming municipal corporation (hereinafter "City"), Sheridan County, Wyoming (hereinafter "County") and Wyoming Regional EMS, LLC, a Wyoming limited liability company, (hereinafter "WYOMING REGIONAL").

RECITALS

WHEREAS, the City and County, hereinafter jointly known as "Sheridan", desire to ensure the availability of high-quality emergency advanced life support ambulance service to all citizens within Sheridan County, Wyoming; and

WHEREAS, WYOMING REGIONAL desires to render high quality ALS ambulance services and other related services within Sheridan County, Wyoming.

THEREFORE, the City, County, and WYOMING REGIONAL do, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, agree as follows:

DEFINITIONS AND REFERENCES

"911" - the City operated emergency dispatch system.

"Advanced Life Support Services" - known herein as "ALS" as defined by the Wyoming Emergency Medical Services Act of 1977.

"Basic Life Support" - known herein as "BLS" as defined by the Wyoming Rules and Regulations for Emergency Medical Services.

"Emergency" - call requests through the emergency (911) system operated by the City of Sheridan Police Department.

"Emergent" - a response to a call in which there is a significant risk to a person's life, limb or health.

"Non-Emergent" - means any call not otherwise classified as Emergent.

"Emergency Medical Services" - known herein as "EMS"

"Health Insurance Portability and Accountability Act" - known herein as "HIPAA"

"Office of Emergency Medical Services" - known herein as "OEMS"

"Response Time" - means the total elapsed time from the moment a 911 or seven digit emergency call is communicated to WYOMING REGIONAL until the first responding ambulance arrives at the scene where emergency services are desired.

“Reflex Time” - means the elapsed time measured from the moment the City's 911 communication center attempts to contact WYOMING REGIONAL until WYOMING REGIONAL confirms that it received the call and is initiating its response.

“Service Area” - the entire Sheridan County, Wyoming.

“Sheridan” - when referenced herein is the County and City, jointly.

ARTICLE 1 - DESIGNATIONS

1.1 WYOMING REGIONAL Agreement Manager. The WYOMING REGIONAL Agreement Manager is: Shawna Cochran

Campbell County Hospital District
Attn: Agreement Manager
501 S. Burma Ave.
Gillette, WY 82716
(307) 688-1161

1.2 Sheridan Agreement Manager. Sheridan designates the City Fire Chief to be the Sheridan Agreement Manager. The Sheridan Agreement Manager contact information is:

City of Sheridan Fire Chief
Gary Harnish
151 South Scott Street
Sheridan, Wyoming, 82801
(307) 672-6126

ARTICLE 2 - WYOMING REGIONAL RIGHTS AND OBLIGATIONS

2.1 Emergency Ambulance Services. WYOMING REGIONAL shall provide emergency ground ambulance and ALS services for the Service Area regardless of the financial status of the patient, upon request through the 911 dispatch system or a request for assistance from the Sheridan Fire Department.

2.1.1 Ambulance Standards, Equipment and Supplies. All ambulances shall be ALS certified with the necessary equipment and supplies. Ambulance standards, equipment and supplies shall meet Wyoming Emergency Medical Services Act of 1977, W.S. 33-36-101 et.seq., the Department of Health EMS Rules and Regulations, and any other rules or regulations adopted by the State of Wyoming, which are incorporated herein as if fully set forth.

2.1.1.1 Equipment and Supplies. WYOMING REGIONAL shall supply all ambulances with the necessary supplies and equipment to meet WYOMING REGIONAL's Agreement obligations and provide required ALS and BLS services.

2.1.1.2 Radios. Ambulance radios shall be located in all responding ambulances. Radios shall meet WYOLINK requirements and have the capability to communicate directly with 911 dispatchers, fire units and City ambulance units.

2.1.1.3 Fleet Size. WYOMING REGIONAL shall provide a total of 3 ambulances capable to respond to 3 consecutive emergency calls.

2.1.1.4 Fleet Specifications. At least 2 ambulances in the fleet shall be all-wheel drive capable. All ambulances shall be constructed to transport 2 patients, as well as the 2 WYOMING REGIONAL response staff without exceeding the original equipment manufacturers specified maximum gross vehicle weight while fully equipped and fueled.

2.1.1.5 Maintenance Plan. WYOMING REGIONAL shall keep records demonstrating that each ambulance is being maintained pursuant to the manufacturer's recommended maintenance schedule.

2.1.1.6 Replacement Plan. WYOMING REGIONAL shall establish a proposed ambulance replacement plan which shall be approved by the Sheridan Agreement Manager.

2.1.1.7 Licensing, Insurance and Certifications. No ambulance shall be used unless properly licensed, insured and certified as required by Wyoming Statute and this Agreement.

2.1.1.8. Vehicle Decal. All ambulances dedicated to be used on a regular basis by WYOMING REGIONAL in Sheridan County shall have a decal or painted moniker referencing WYOMING REGIONAL.

2.1.2 Availability. Ambulance services shall, without interruption, operate 24 hours per day, 7 days per week and 365 days per year.

2.2 Performance Requirements. WYOMING REGIONAL shall meet or exceed the following requirements:

2.2.1 Response Time. All Response Times are measured in minutes and seconds and calculated monthly.

2.2.2 Reflex Times. WYOMING REGIONAL shall adhere to the following reflex time standards: 60 seconds for daytime responses and 120 seconds for nighttime responses, 90% of the time for Priority 1 (emergent) calls; and 240 seconds at all hours, 90% of the time, for Priority 2 (non-emergent) calls. Reflex time will be calculated monthly.

2.2.3 Response Time Standards. WYOMING REGIONAL shall adhere to the following response time standards:

2.2.3.1 Within the City of Sheridan municipal boundary so long as accurate addressing and/or location of the call are provided by the 911 dispatch center:

- a. Priority 1 (Emergent): 8 Minutes for 90% of calls
- b. Priority 2 (Non-Emergent): 15 Minutes for 90% of calls
- c. Despite the response times provided here, all ambulance responses shall be conducted in a reasonable and prudent manner with due regard to the safety of the public and the crews responding and the resources available.

2.2.3.2 Within Sheridan County, excluding City limits of Sheridan:

LOCATION	MEAN RESPONSE TIME (in minutes) (From Base Station to the Scene)
Arvada	62
Banner	16
Bighorn	13
Clearmont	36
Dayton	27
Decker, MT	46
Parkman	22
Ranchester	16
Sheridan Rural Fire District	9.5
Story	20
Wolf	24

2.2.4 Response Staffing. WYOMING REGIONAL or its subcontractors shall provide the necessary staffing to comply with OEMS standards.

2.2.5 Variance Request. WYOMING REGIONAL may request a variance when emergent calls are not completed within the response time standards. Variance requests may be for delays caused by any reason including but not limited to inclement weather, construction, road closures, inaccurate dispatch information, multiple or simultaneous incidents and mass casualty events. The grant of a variance shall be at the discretion of the

Sheridan Agreement Manager; however, the presumption shall be that such request by WYOMING REGIONAL is valid and in good faith absent evidence to the contrary. The grant of a variance shall only be for the requested occurrence and shall not be deemed as an amendment to this Agreement.

2.2.6 WYOMING REGIONAL Personnel. WYOMING REGIONAL shall provide the necessary staff to ensure 3 operational ambulances 24/7, 365 days per year.

2.2.6.1. Personnel Standards. WYOMING REGIONAL shall ensure that a sufficient number of WYOMING REGIONAL staff are trained and certified to be able to respond to all emergency calls as required by ALS standards.

2.2.6.2. Criminal Acts. Any WYOMING REGIONAL staff member, or subcontractor employee acting on behalf of WYOMING REGIONAL, who pleads guilty, nolo contendere or is found guilty of committing a criminal act of violence, alcohol, or drug use while on duty for WYOMING REGIONAL, shall be immediately dismissed. Sheridan may request an employee review to be conducted with WYOMING REGIONAL regarding other criminal or professional conduct matters.

2.3 Reporting. WYOMING REGIONAL shall provide the Sheridan Agreement Manager with the following Reports:

- (a) WYOMING REGIONAL shall grant the Sheridan Agreement Manager access to the shift scheduling software;
- (b) Maintenance and service reports described in Article 2.1.1 on a quarterly basis beginning immediately upon the date of this Agreement;
- (c) Monthly performance reports including average response times for all ambulance responses, number of responses and number of transports originating from the City 911 dispatch center described in Article 2.3.1;
- (f) Proof of compliance with all insurance requirements described herein.

2.3.1 Electronic Data System. WYOMING REGIONAL's electronic data system shall be capable of producing the following reports which shall be utilized to measure response time compliance:

- (a) Average response times for all responses within the Service Area;
- (b) Detailed response time reports;
- (c) Response and transport modes- emergent vs. non-emergent responses;
- (d) Any delayed response causes;
- (e) Reasons for multiple ambulance responses to a single call;

- (f) Any instances of mechanical ambulance failures when effecting response, transport or patient care;
- (g) Any instances where no ambulances are available for immediate call response;
- (h) Any complaints filed with WYOMING REGIONAL regarding response to calls or patient care.

2.3.2 Patient Care Records. Patient care records shall be completed per the State of Wyoming OEMS standards. All records shall be kept in compliance with the Wyoming Records Retention Schedule. Release of patient care records to any party shall only be done when in compliance with any and all applicable privacy and confidentiality laws.

2.3.2.1 Business Associate. If under HIPAA, WYOMING REGIONAL is a "business associate", it shall appropriately safeguard any protected health information.

2.3.2.2 HIPAA. WYOMING REGIONAL shall abide by all terms and requirements of HIPAA and related Federal and State laws governing patient records.

2.4 Medical Director. WYOMING REGIONAL shall retain a medical director pursuant to Wyoming Statute.

2.5 Quarterly Meeting. The WYOMING REGIONAL Agreement Manager shall meet quarterly with the Sheridan Agreement Manager to discuss any concerns and coordinate strategic needs of both parties. No later than 10 days prior to such meeting, the Sheridan Agreement Manager shall provide notice of the meeting's date and time and provide a detailed meeting agenda to the WYOMING REGIONAL Agreement Manager. The WYOMING REGIONAL Agreement Manager will either confirm such date and time or propose a new date and time for such meeting. The parties shall coordinate in good faith until an acceptable date and time for such meeting is agreed upon. Otherwise, all reports and coordination of collection described below shall be submitted through email and discussed via phone call as needed by the parties.

2.6 WYOMING REGIONAL Permits and Licenses. WYOMING REGIONAL shall be solely responsible for obtaining and holding all required federal, state and local licenses and permits required to perform the duties under this Agreement for itself and its staff. WYOMING REGIONAL shall ensure that all necessary renewals are made on time. WYOMING REGIONAL shall provide certificates of good standing or other similar documentation verifying compliance within a reasonable time period upon request.

ARTICLE 3 – CITY AND COUNTY RIGHTS AND OBLIGATIONS

3.1 Payment. WYOMING REGIONAL shall receive monthly payments in the amounts, after the submission of required invoices, as described below.

3.1.1 City Payment. WYOMING REGIONAL shall submit monthly invoices to the City in the amounts described below:

a. For Fiscal Year 23, ending June 30, 2023, the City shall be invoiced \$10,000 per month. Except, the first month of service shall be prorated from the date of service until the end of the month.

b. For Fiscal Year 24, ending June 30, 2024, the City shall be invoiced \$12,420 per month until such time that the Second Year Adjustment described in Article 3.1.4 occurs.

3.1.2 County Payment. WYOMING REGIONAL shall submit monthly invoices to the County in the amounts described below:

a. For Fiscal Year 23, ending June 30, 2023, the County shall be invoiced \$13,000 per month. Except, the first month of service shall be prorated from the date of service until the end of the month.

b. For Fiscal Year 24, ending June 30, 2024, the County shall be invoiced \$12,420 per month until such time that the Second Year Adjustment described in Article 3.1.4 occurs.

3.1.3 Equipment Lease. The City and County have identified certain equipment and vehicles which may be leased to WYOMING REGIONAL. Such agreements shall be negotiated by the parties separately.

3.1.4 Second Year Adjustment. The payment for FY 25 shall be renegotiated based on financial performance of WYOMING REGIONAL.

3.1.5 Invoices. Invoices shall be submitted to the following entities respectively:

City of Sheridan
Fire Chief Gary Harnish
151 S. Scott St.
Sheridan, WY 82801

Sheridan County
Board of County Commissioners
224 S. Main St., Ste B-1
Sheridan, WY 82801

3.1.5.1 WYOMING REGIONAL shall submit monthly invoices at the end of each month for services rendered. City and County shall pay their respective invoices within 45 days after receipt. City and County shall deduct any incurred or outstanding penalties described in Article 8.3.5 from each monthly payment.

3.2 9-1-1 System. City shall operate and maintain a 911 emergency response system utilizing ProQA for priority dispatching of EMS requests for service.

3.3 City Ambulance. The City shall operate (1) ALS certified ambulance with the necessary staff. The ambulance and crew shall be trained and equipped to be able to respond to the fourth call to the 911 system when the (3) WYOMING REGIONAL ambulances are dedicated to 911 calls.

3.4. Inspections and Audits. The Sheridan Agreement Manager or designee shall have the right to inspect or audit, with reasonable notice, the operations of WYOMING REGIONAL, the WYOMING REGIONAL facility, WYOMING REGIONAL equipment and supplies and WYOMING REGIONAL records. Such inspection shall occur, if at all, no more frequently than quarterly, and shall not extend to any financial records or any performance of which inspection would constitute a HIPAA violation.

3.4.1 Notice of Inspection or Audit. The Sheridan Agreement Manager shall notify WYOMING REGIONAL (5) days before any inspection or audit occurs. Notice shall be in writing and delivered as allowed in Article 10.8. The notice shall provide the date, time and purpose of the inspection. Inspections shall only occur, unless otherwise agreed by WYOMING REGIONAL, Monday through Friday between 8:00 a.m. and 5:00 p.m.

3.4.2 Sheridan Inspection. Sheridan shall be responsible for damage to any equipment or supplies which occurs during an inspection or audit. Sheridan shall not unreasonably interfere with WYOMING REGIONAL's ability to conduct business, remove any equipment, supplies or records (tangible or intangible) from the WYOMING REGIONAL premise without WYOMING REGIONAL's written approval.

ARTICLE 4 - TERM

4.1 Term. This Agreement shall be for a term beginning November 19, 2022 and expiring June 30, 2027. It shall automatically renew for additional 2-year periods until either party provides notice 90 days prior to the term expiration of its intent to renegotiate or terminate this Agreement. A notice of intent to renegotiate shall not terminate this Agreement. The parties shall operate under the terms described herein until a new Agreement has been negotiated or this Agreement is terminated.

ARTICLE 5 - DECLARED EMERGENCIES

5.1 Declared Emergency. In the event of the Governor of the State of Wyoming or a FEMA declared emergency in which ambulance service is required, WYOMING REGIONAL shall make all ambulances, crews, equipment and supplies available to the Sheridan County Emergency Response Coordinator for use and deployment. In such an event, performance standards shall be waived until such allocated resources are returned to WYOMING REGIONAL.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

6.1 Insurance. WYOMING REGIONAL shall maintain insurance coverage in amounts and with terms accepted as required by Wyoming Statute and Wyoming EOMS. Insurance amounts and conditions must meet the following criteria:

6.1.1 Commercial General Liability Insurance. WYOMING REGIONAL shall obtain and maintain continuously in effect at all times during the term of this Agreement and all renewals, at WYOMING REGIONAL's sole expense, comprehensive general liability insurance of not less than the sum of One Million dollars (\$1,000,000.00) for any claimant for each claim arising out of a single transaction or occurrence, or the sum of Two Million dollars (\$2,000,000.00) for all claims of all claimants arising out of a single transaction or occurrence protecting WYOMING REGIONAL, and the City and County against any and all liability from WYOMING REGIONAL's actions under this Agreement. Said insurance shall name the City and County as an additional insured. Lessee shall provide that the insurance company or companies immediately send the Sheridan Agreement Manager a Certificate of Insurance evidencing the requisite coverage and all renewal and cancellation notices. Said insurance policies shall provide for a minimum of (10) business days' notice to the Sheridan Agreement Manager in the event of cancellation, nonrenewal, or a material change in the terms thereof.

6.1.2 Automobile Insurance. For those ambulances owned and maintained by CCH-EMS as a subcontractor, CCH-EMS shall maintain business automobile insurance to the governmental claims act limits. WYOMING REGIONAL shall obtain and maintain a general liability umbrella covering its activities with the following limits: a minimum of \$2,000,000.00 for each accident and \$2,000,000 aggregate on WYOMING REGIONAL owned, leased, hired, or assigned vehicles used in the performance of WYOMING REGIONAL work and services under this Agreement. This requirement shall apply to any ambulance leased from the City or County.

6.1.3 Property Damage. WYOMING REGIONAL shall obtain and maintain Property Liability Coverage in the amount of \$100,000 for property damage claims arising out of any 1 transaction or occurrence

6.1.5 Worker's Compensation. WYOMING REGIONAL shall maintain Workers Compensation Insurance to cover obligations imposed by federal and state statutes.

6.1.6 Evidence of Insurance and Requirements. WYOMING REGIONAL shall provide proof of insurance to the Sheridan Agreement Manager, in the amounts listed above, by July 1st of each fiscal year which demonstrate compliance with Article 6 of this Agreement and showing the City and County as additional insured.

6.1.7 Sheridan and Cambell County Hospitals. Notwithstanding any other provisions of this agreement, Wyoming Regional EMS, LLC's liability hereunder shall not exceed insurance coverage described in Section 6.1 and the limits described under the Wyoming Governmental Claims Act.

6.2 Indemnification

To the fullest extent permitted by law and covered by insurance, WYOMING REGIONAL, and its subcontractors, shall defend, indemnify and hold harmless the City and County, including but not limited to its agents and employees, from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by an action or failure to act of WYOMING REGIONAL, its officers, employees, subcontractors or agents. In the event that any action, suit or proceeding related to the services performed by WYOMING REGIONAL or any officer, agent, employee, subcontractor or agent under this Agreement is brought against WYOMING REGIONAL, officer, employee, subcontractor or agent, WYOMING REGIONAL shall notify the Sheridan Agreement Manager with a copy of the complaint. This indemnity provision shall not be construed in any way to limit the scope, magnitude and applicability of the insurance provisions in Article 6.1.

ARTICLE 7 – RATES AND CHARGES

7.1 WYOMING REGIONAL Rates and Charges. Wyoming Regional or its agent shall bill patients in accordance with the rates set forth in **Exhibit 1**. Wyoming Regional shall provide the Sheridan Agreement Manager with notice of any rate changes immediately upon implementation.

7.2 City Fire Department Ambulance Response. The City and WYOMING REGIONAL intend to enter into a separate agreement which shall allow for the City Fire Department to collect for services rendered when their ambulance is called upon to respond to emergency. Such agreement shall be negotiated between WYOMING REGIONAL and the City separately.

ARTICLE 8 – BREACHES, REMEDIES AND DAMAGES

8.1 Minor Breach. Sheridan or WYOMING REGIONAL may declare a minor breach of this Agreement in the following circumstances:

- (a) Any breach of this Agreement which does not constitute a material breach.

8.2 Material Breach.

8.2.1 Material Breach by WYOMING REGIONAL. Subject to Section 8.3 below, Sheridan may declare a Material Breach of this Agreement in any of the following circumstances:

(a) Failure of WYOMING REGIONAL to maintain ALS certification or to remain in substantial compliance with requirements of applicable federal and state laws, rules and regulations; or

(b) Intentionally, knowingly or upon the finding of an established pattern of supplying false or misleading reports, data or in or supplying reports, data or Performance so incomplete to effectively mislead the Sheridan; or

(c) Any violation of federal, state or local law by an owner of WYOMING REGIONAL which involves the use or possession of illegal drugs or alcohol or a crime alleging fraud, embezzlement, theft or other financial related offense; or

(d) Failure of WYOMING REGIONAL to maintain insurance in accordance with this Agreement.

8.2.2 Material Breach by Sheridan. Subject to Section 8.3 below, WYOMING REGIONAL may declare a Material Breach of this Agreement for a failure of Sheridan to pay any amount due to WYOMING REGIONAL within the time frame stated herein.

8.2.3 Change of Law. The adoption of any municipal ordinance, county resolution, State Statute or similar action by the City, County or State which materially expands or reduces requirements for WYOMING REGIONAL's performance of obligations or materially alters any payment to or cost incurred by WYOMING REGIONAL hereunder.

8.3 Remedies for Material or Minor Breach.

8.3.1 Remedies for Minor Breach. In the event of a minor breach by any party, the non-breaching party shall give the breaching party written notice setting forth with reasonable specificity the minor breach. The breaching party shall have 5 days from the date of receipt of the notice to provide the non-breaching party with a written Plan to Remedy the minor breach. The Plan to Remedy shall include the date in which the minor breach shall be resolved. The non-breaching party shall have 5 days from the date of receipt of the Plan to Remedy to approve, deny or request changes. Failure to remedy the minor breach within the time described in the Plan to Remedy shall be deemed a material breach.

8.3.2 Objection to Minor Beach. Should the breaching party object to the non-breaching party's determination that a minor breach occurred, the breaching party shall have 5 days from the date of receipt of the notice of minor breach to inform the non-breaching party in writing of the breaching party's objection and basis for the objection. The non-breaching party shall have 5 days from receipt of the objection to withdraw or reassert the declaration of a minor breach. If the parties cannot reach a resolution to the minor breach or the appropriate Plan to Remedy, either party may request the matter be submitted to arbitration for resolution.

8.3.2.1 Prohibition of Legal Action. Both parties are prohibited from disputing any findings regarding a minor breach through litigation or court review. The Arbitrator's decision shall not be appealable or reviewable; provided, the issue that gave rise to

the claim of a minor breach may be used in any future declaration of a material breach or court proceeding.

8.3.3 Remedies of Material Breach. In the event of a material breach by any party, any non-breaching party shall give the breaching party written notice setting forth with reasonable specificity the material breach. The breaching party shall have 5 days from the date of receipt of the notice to provide the non-breaching party a written Plan to Remedy the material breach. The Plan to Remedy shall include the date on which the material breach shall be resolved. The non-breaching party shall have 5 days from the date of receipt of the Plan to Remedy to approve, deny or request changes to the plan. A denial of the Plan to Remedy shall act as a termination of this Agreement per the terms described in Article 9.1.

8.3.4 Objections to Material Breach. Should the breaching party object to the non-breaching party's determination that a material breach occurred, the breaching party shall have 5 days from the date of receipt of the notice of material breach to inform the non-breaching party in writing of the breaching party's objection and basis for the objection. The non-breaching party shall have 5 days from receipt of the objection to withdraw or reassert the declaration of a material breach. If the parties cannot reach a resolution to the material breach or the appropriate Plan to Remedy, either party may request the matter be submitted to arbitration for resolution, such arbitrator's decision being subject to litigation or court review.

8.3.5 Performance Penalty. The following penalties shall be assessed by Sheridan without the requirement of declaring a minor or material breach of the Agreement. Sheridan shall provide notice to WYOMING REGIONAL within 5 days of Sheridan discovering the performance violation. Should WYOMING REGIONAL not object to the performance violation, Sheridan shall assess the penalty and deduct the penalty from the quarterly payment described in Article 3.1.

8.3.5.1 Performance Penalty Objection. Should WYOMING REGIONAL object to Sheridan's determination that a performance violation occurred, WYOMING REGIONAL shall have 5 days from the date of receipt of the notice of a performance violation to inform the Sheridan Agreement Manager in writing of WYOMING REGIONAL's objection and basis for the objection. Sheridan shall have 5 days from receipt of the objection to withdraw or reassert the declaration of a performance violation. If the parties cannot reach a resolution, either party may request the matter be submitted to arbitration for resolution.

8.3.5.2 Performance Penalties:

- i. Subject to the exceptions set forth herein, \$100.00 per minute for any emergency response within the City municipal boundary with response time over 12 minutes from the time the crew calls themselves en-route (not from the pre-page or acknowledgement of the page).
- ii. \$150.00 for failure to timely and accurately report being on scene if occurrence happens more than three times within (30) days.

- iii. \$250.00 for not having required equipment on each ALS Ambulance as required by State EMS.
- iv. \$500.00 for use of an ambulance that is illegal or that compromises the intended use of the ambulance or reflects adversely on the City or WYOMING REGIONAL.
- v. Subject to force majeure occurrences, \$250.00 for not responding to a Priority 1 (emergent) request for service (either electronically or by radio) within 150 seconds of acknowledgement of the page for service and an additional \$250.00 for failure to respond within 180 seconds of acknowledgement of page. (Priority 2 calls are exempt from this penalty).
- vi. \$500.00 for leaving the scene of an incident when assisting the City without prior authorization from Incident Command of that scene.
- vii. \$500.00 for failure to notify the Sheridan Fire Department of being next up.
- viii. \$3,000.00 for each time the Sheridan Fire Department deploys its ambulance when WYOMING REGIONAL is not able to provide 3 ambulances for 911 calls as required by this Agreement.

8.3.6 Arbitration. Arbitration as referenced by this Agreement shall be binding on the parties and conducted in accordance with the following terms:

- (a) Each party shall submit to the other its proposed arbitrator within 5 days after arbitration is requested.
- (b) The two arbitrators shall designate a third person to be the third arbitrator.
- (c) The arbitrators shall issue a scheduling order and require necessary disclosures.
- (d) The decision of the arbitrators shall be final, binding and conclusive. Neither party shall have the right to appeal the decision.
- (e) Arbitration shall not be available -for failure to renew this Agreement.

ARTICLE 9 - TERMINATION

9.1 Causes of Termination. This Agreement may be terminated by:

- (a) Mutual Agreement of the Parties;
- (b) Material breach of this Agreement, terminable by any non-breaching party;
- (c) Bankruptcy or dissolution of WYOMING REGIONAL;
- (d) Failure to renew the term per Article 4;

(e) Changes in federal, state or local law adversely affecting any party, provided that the terminating party has made a good faith attempt to negotiate a reasonable, in such terminating party's sole discretion, revision to the agreement;

(e) Order of a Court.

9.1.1 Right of Termination. Any party hereto may terminate this Agreement without cause. Notice of termination must be given 6 months prior, except as provided in Article 4.1. Notice shall be given in accordance with Article 10.8.

ARTICLE 10 - GENERAL TERMS

10.1 Assignment. WYOMING REGIONAL shall not assign or transfer any portion of this Agreement to any other party without first obtaining written consent from Sheridan. Sheridan shall not unreasonably withhold its approval for a requested assignment or transfer. Any assignee or transferee must be financially secure, meet all federal, state and local requirements for emergency ambulance services, and have demonstrable experience in the field of medical emergency responses.

10.1.1 CCH-EMS. CCH-EMS is an authorized subcontractor for WYOMING REGIONAL. Any subcontractor, shall be bound by the terms and conditions of this Agreement. WYOMING REGIONAL warrants that it has delivered a copy of this Agreement, and all supporting information to CCH-EMS. Within 5 days of entering into this Agreement, WYOMING REGIONAL shall have CCH-EMS execute an acknowledgment and assent to abide by all terms and conditions of this Agreement as subcontractor.

10.1.1.1 Leased Equipment. City or County equipment and vehicles leased to WYOMING REGIONAL shall not be used outside of Sheridan County except to respond for emergency assistance. Requests for the temporary use of vehicles or equipment by CCH-EMS shall be allowed upon notice being provided to the Sheridan Contract Manager. Temporary use which exceeds 7 days, shall require the Sheridan Contract Manager's approval. City and County equipment or vehicles shall not be subleased or assigned to to any other party without approval of the Sheridan County Manager.

10.2 Compliance with Laws and Regulations. Both parties shall ensure that their ambulances, staff, services and obligations described herein are in compliance with all applicable federal, state and local laws, rules and regulations. Each party shall be solely responsible for ensuring it is familiar with all applicable federal, state and local laws, rules and regulations. Compliance shall include all OSHA, Wyoming Department of Health, Wyoming Department of Labor, or any Federal Agency rules and regulations governing COVID-19.

10.2.1 Federal or State Law, Rule or Regulation Changes. Should the Federal or State laws, rules or regulations be amended or adopted which creates an adverse or material financial impact on either party, this Agreement may be renegotiated. The Parties agree to negotiate in good faith a revision to this Agreement, subject to Section 9.1 above.

10.2.2 Venue and Jurisdiction. Any legal action between the parties shall be filed in the Fourth Judicial District for the State of Wyoming.

10.2.3 Governing Law. This Agreement shall be governed by the laws of Wyoming.

10.3 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; and
- (b) that the impediment could not reasonably have been avoided or overcome.

(c) Such examples could include but are not limited to acts of God, acts of nature, acts of terrorism, government orders, epidemics or quarantine restrictions. The party to invoke this clause may not do so unless it has given notice to the other party no later than 21 business days following its awareness of the force majeure event and provided a report of the actions taken to address the impediment.

10.4 Severability. Should any portion of this Agreement be determined by a court to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, so long as such does not adversely affect any party in a material manner.

10.5 Entire Agreement. This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral. In the event of a conflict or inconsistency between the language in this Agreement and the language of any attachment or incorporated documents, the language of this Agreement shall control

10.6 Non-Waiver. Any waiver by the City, County or WYOMING REGIONAL of any breach of any covenant herein to be kept and performed shall not be deemed as a continuing waiver and shall not operate to prevent the City, County or WYOMING REGIONAL from declaring a forfeiture for any succeeding breach, either of the same or other covenant.

10.7 Modification. No modification of the terms of this Agreement shall be effective unless such modification is in writing and signed and dated by the parties.

10.8 Notices. All notices shall be in writing and delivered either by first class mail with postage prepaid, in person, or by email. Notice shall be deemed delivered up being received. Notices may be delivered to:

SHERIDAN:

Sheridan Agreement Manager
City of Sheridan Fire Chief
151 S. Scott Street

WYOMING REGIONAL:

WYOMING REGIONAL Agreement Manager
501 S. Burma Ave.
Gillette, WY, 82716Sheridan, WY 82801

10.9 Governmental Immunity. Nothing in this Agreement shall in any way be deemed a waiver of any of the requirements or immunities provided by the Wyoming Governmental Claims Act. The City and County specifically retain all immunities and defenses available to them as governmental entities pursuant to W.S. § 1-39-101, et seq and other applicable law.

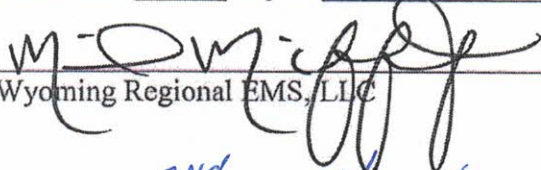
10.10 No Third-Party Beneficiary. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party and shall not be construed as such.

10.11 Independence of this Agreement WYOMING REGIONAL is an independent contractor and nothing herein is intended, or should be construed as creating a relationship of partners, agency, representative, or employee/employer for any purpose. No WYOMING REGIONAL agent, subcontractor or employee shall be held or construed to be an employee of the City or County.

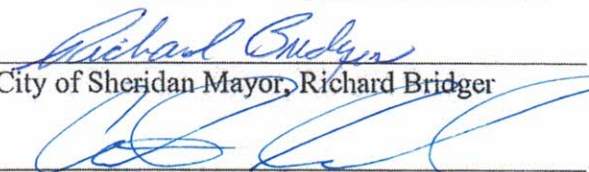
10.12 Agreement of Construction. This Agreement has been negotiated between the parties and no preference shall be given to any party should the construction of any term of this Agreement be required by a Court.

10.13 Counterparts. This Agreement may be executed in counterpart. Each counterpart, after execution by both parties, shall be deemed an original.

Dated this 1ST day of NOVEMBER, 2022.


Wyoming Regional EMS, LLC

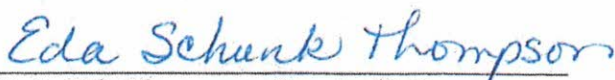
Dated this 2ND day of November, 2022.


City of Sheridan Mayor, Richard Bridger

Attest: Cecilia Good, City Clerk

Dated this 1ST day of November, 2022.


Sheridan County Commission Chairman, Lonnie Wright


Attest: Eda Thompson, County Clerk

^
Schunk

Exhibit 1 - Rates

SEMS BLS BASE RATE EMERGENCY CNH \$1329.00
SEMS ADV LIFE SUPPORT LEVEL 2 CNH \$2389.50
SEMS ONE HALF ALS1 BASE CNH \$1015.00
SEMS ONE HALF BLS BASE RATE CNH \$665.00
SEMS Non-Emergency Transfer CNH \$373.50
SEMS Return Patient Transfer CNH \$182.50
SEMS CRITICAL CARE TRANSPORT CNH \$2755.00
SEMS ALS1 BASE RATE EMERGENCY CNH \$2028.50
SEMS ALS SCENE TREAT/NO TRANSP CNH \$595.00
SEMS CASIR & IMDEV INF MON HM CNH \$1554.00
SEMS BAMLAN/ETESSEVI INJ HOME CNH \$1554.00
SEMS MCARE SCENE DEATH NOTRNSP CNH \$2389.50
SEMS AMBULANCE PER MILE CNH \$3.31
SEMS ALS1 BASE RATE CNH \$1220.00
SEMS HOME VISIT NOS CNH \$160.00
SEMS BLS BASE RATE NON EMERGEN CNH \$782.50
SEMS ALS - Mileage per tenth of a mile CNH \$6.00

AMENDMENT A

EMERGENCY MEDICAL SERVICES AGREEMENT

This Amendment to the Emergency Medical Services Agreement (EMS Agreement) is entered by the parties as of the date of the last signor below.

WHEREAS, the EMS Agreement Article 3.1 anticipated an amendment to the City of Sheridan and County of Sheridan payment for services beginning July 1, 2024, referred to as the Second Year Adjustment.

WHEREAS, the parties have met and agreed to amend the EMS Agreement to reflect the cost of services.

IT IS THEREFORE AGREED BY THE PARTIES:

A. Article 3.1.1 is amended to include paragraph (c):

- c. For Fiscal Year 25, beginning July 1, 2024 and ending June 30, 2025, the City shall be invoiced \$12,854.70 per month.

B. Article 3.1.2 is amended to include paragraph (c):

- c. For Fiscal Year 25, beginning July 1, 2024 and ending June 30, 2025, the County shall be invoiced \$12,854.70 per month.

C. This amendment is not intended to amend or alter the meaning or interpretation of any other term or condition of the EMS Agreement.

Wyoming Regional EMS, LLC

Date

City of Sheridan, Mayor Richard Bridger

Date

Attest: Cecilia Good, City Clerk

Nick Siddle, Chairman
Board of County Commissioners
Sheridan County

Date

Attest: Eda Schunk Thompson, County Clerk



CITY OF SHERIDAN, WYOMING

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

Utilities

MEMORANDUM

RE: Consideration of Request for Water Service at 247 Decker Road - Utilities Director Dan Roberts

From: Dan Roberts, Utilities Director

To: City Council

CC: City Administrator Stuart McRae

Date: 04/15/2024

Recommendation:

Staff recommends that the Mayor and City Council authorize water service to 247 Decker Road without the execution of a pre-annexation agreement.

Background:

The property requesting water service from the City is a large ranch parcel that borders the city limits on the north end near the Riverstone Park Subdivision along Decker Rd and extends north, east, and south to 5th Street where it borders the City once again (see Exhibit A). The landowners, Wrench Unit LLC, desire to be served by the City of Sheridan through the public water system. The desired location for service connection is where the property is contiguous to the city limits near the intersection of Dovetail Ln and Decker Rd (see Exhibit B).

The property is currently being utilized for rural residential living, ranching, and agricultural purposes with no present plans proposed for further subdivision or development. The landowner's intention with this request is to obtain water service to supply drinking water to multiple family residences.

The property owner is requesting consideration of water service from the City without the requirement of executing a pre-annexation agreement which was established as policy within Resolution 73-07 (request letter attached).

Discussion:

The City presently has approximately 140 water customers located outside the city limits. The majority of these customers do not have a pre-annexation agreement with the City as a condition for their water service. This is due largely by the fact that such a policy was not in effect at the time they were allowed to connect and become customers of the City.

The requested water service is intended to serve the rural ranch dwellings located on the property. Based on the large-scale size, location, and intended use of the property there does not appear to be a rational need for the City to have a pre-annexation agreement in exchange for providing water service to the property. Not requiring a pre-annexation agreement would be adverse to the policy established in Resolution 73-07; however, it is certainly within the City Council's purview to waive that requirement in consideration of this specific situation.

This property could receive water service from the Sheridan Area Water Supply Joint Powers Board (SAWS). Since SAWS does not own any infrastructure in this area however, the City and SAWS staff feel it makes logical sense that the City be the water purveyor to this customer. If water service were to be authorized by City Council, they would become an "outside City customer" and would be charged the outside City water rate which is 1.25 times the rate of inside City customers.

The SAWS Administrator has been part of this discussion and has indicated that SAWS has no objection to this property being served by the City withstanding a mutual agreement with the landowner to be served by the City.

If authorized by City Council, the landowner at 247 Decker Road, would be allowed to make a connection to the City water main on Decker Rd and extend a service line to their property line where they will have installed a “master meter”. This master meter would be the sole meter measuring water usage by which the City would bill the property owner. The property owner would extend the service line further into their property to serve their intended residences. The property owner would own the service line all the way to the connection to the City main. All necessary permits, associated fees, and charges will be the responsibility of the property owner.

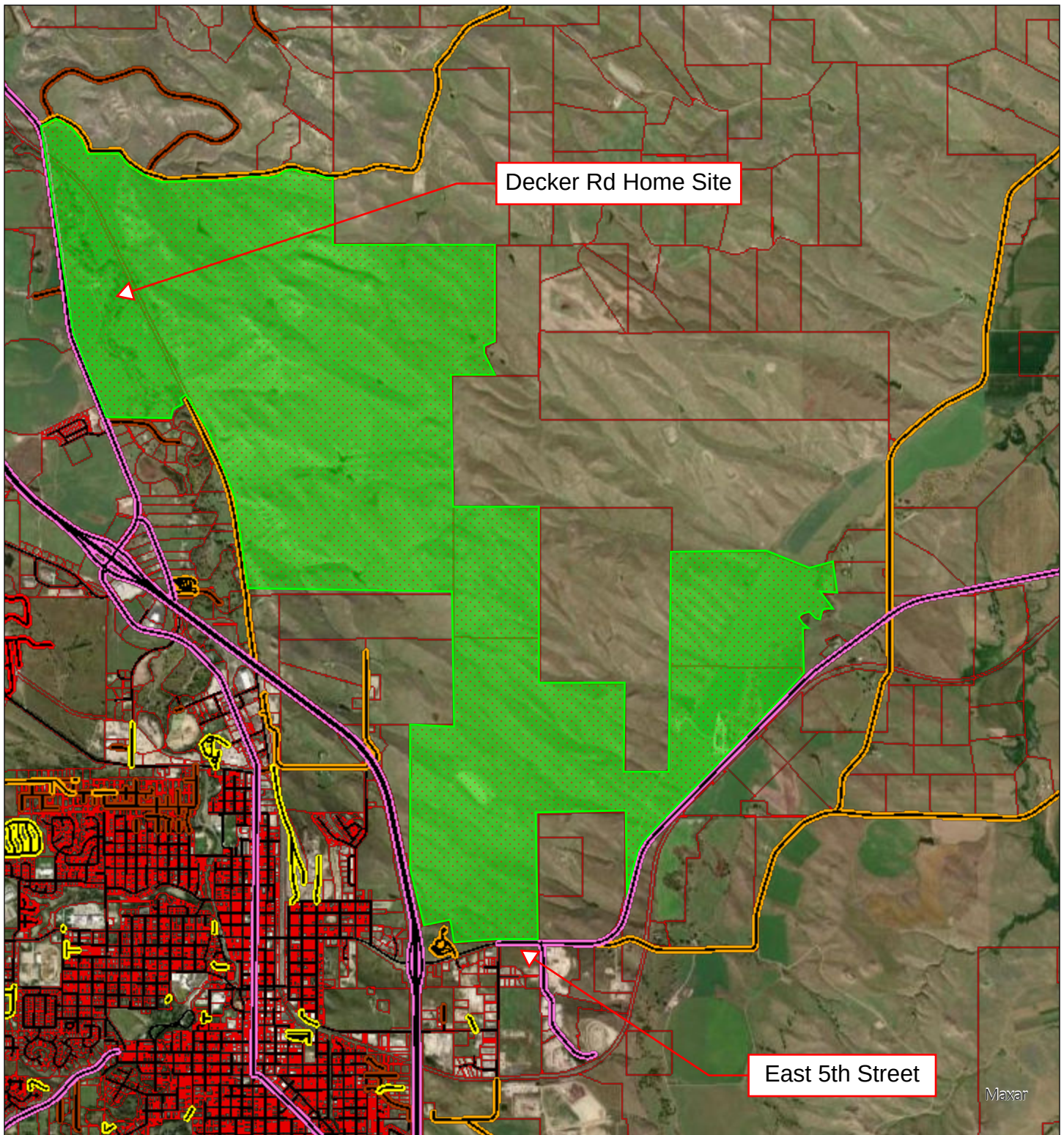
Attachments

Exhibit A

Exhibit B

247 Decker Request

247 Decker Rd



Wrench Unit Contiguous
Area

Exhibit A

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries and the City of Sheridan's assets.

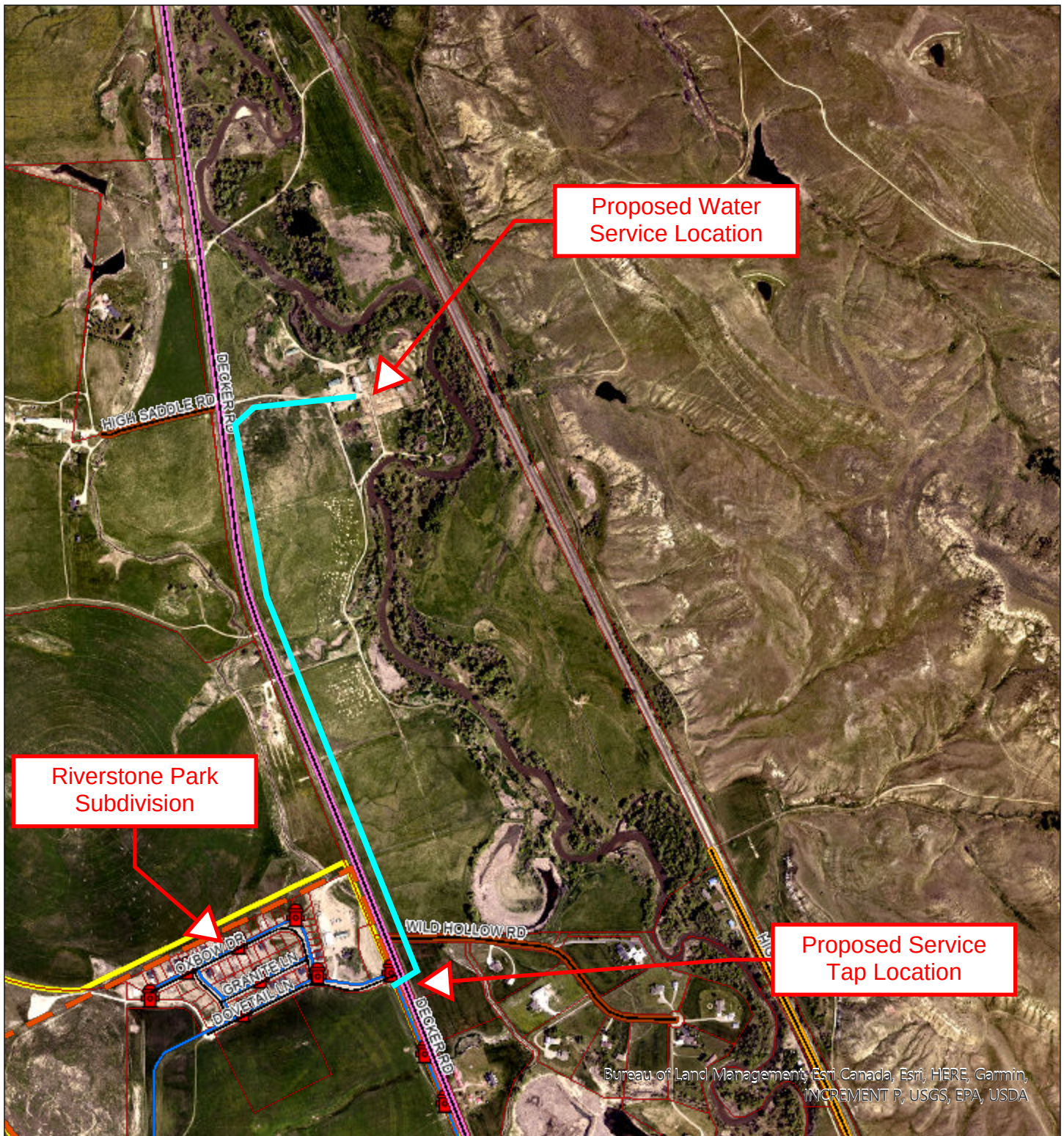


Scale: 1:72,224

0 0.45 0.9 mi

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

247 Decker Rd



Bureau of Land Management, Esri Canada, Esri, HERE, Garmin,
INCREMENT P, USGS, EPA, USDA

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries and the City of Sheridan's assets.



Scale: 1:18,056

A horizontal scale bar with alternating black and white segments. The segments are labeled 0, 500, and 1,000 ft. The bar is divided into four equal segments, with the first segment being black, the second white, the third black, and the fourth white. The label 'ft' is at the end of the bar.

Exhibit B

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

Request for City Water Service

TO THE CITY COUNSEL FOR THE CITY OF SHERIDAN, WYOMING

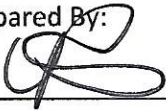
RE: Letter of understanding: Wrench Unit, LLC requests a city water service without petition for pre-annexation.

Dear Counsel Members,

This letter is intended to serve as verification of understanding and intent for Wrench Unit, LLC to receive city water service for residential dwellings located at 247 Decker Road, Sheridan. The request is first proposed for your approval to be granted without petition for pre-annexation. This request is being made as the service point is approximately one (1) mile from city annexed tap location and intended for rural ranch dwellings. The Wrench Unit, LLC properties contain ample acreage for multiple homes without falling into county subdivision requirements.

Please accept this letter as Wrench Unit, LLC's request for service and its assignment of Ryan Schilleman to act as an agent for correspondences with city, WYDOT and counsel members.

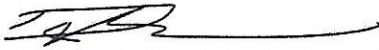
Prepared By:



Ryan Schilleman (Agent for owner)

Date: 03/19/2024

Property Owner:



Wrench Unit, LLC (Derrick C. Hughes, Manager)

Date: 19 March 2024

Attachments: Affidavit of Name Change with cited Exhibit A&B, Aerial imagery of proposed service line.

Agent: Ryan Schilleman
Fireproof, LLC (CL-22-97)
514 Lower Prairie Dog Rd.
Sheridan, WY 82801
(307) 752-6343
ryan@fireproof-fencing.com