



**AGENDA
CITY OF SHERIDAN
OCTOBER 28, 2024
STUDY SESSION COUNCIL MEETING START 5:30 P.M.**

1. Discussion of Resolution 39-24 First Interstate Bank Diagonal Parking - City Engineer Thomas Morneau
2. General Discussion and Potential Future Agenda Items - City Administrator Stuart J. McRae
 - A. Disc Golf Update
 - B. Upcoming Floodplain Development Changes
 - B. Council Requests for Future Agenda Items



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: Discussion of Resolution 39-24 First Interstate Bank Diagonal Parking - City Engineer Thomas Morneau

From: Thomas Morneau, City Engineer

To: City Council

CC:

Date: 10/02/2024

Recommendation:

Staff recommends the Mayor and City Council approve Resolution 39-24 for diagonal parking on the north side of W. Works Street between S. Brooks Street and the alleyway to the west. In addition, the City will enter into an agreement with the developer.

Staff requests that 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:

First Interstate Bank is located at 24 S. Brooks Street and it bound by W. Works Street, W. Loucks Street, and S. Brooks Street. W. Works Street currently has on street parallel parking on both sides of the road. First Interstate Bank desires to improve the parking on W. Works Street for use by the bank as well as the community to improve downtown parking.

Discussion:

The owner wants to design and construct improvements to W. Works Street at the site of the First Interstate Bank Building. Currently this stretch of W. Works Street serves as a driveway for the bank drive thru and there is no parallel parking here. The space would allow for 4 parallel parking spots. Adding diagonal parking at this location would allow for 6 diagonal parking spaces along the north side of W. Works Street.

Parking spaces and sidewalk located outside the City right-of-way on the First Interstate Bank property will be in an easement and will require an agreement between the owner and the City.

Funding:

This project will be privately funded and managed by the developer. All improvements will need to be designed per City Standard.

Attachments

RES 39-24

Exhibit

Signed Agreement

Public Use Easement

**CITY OF SHERIDAN
RESOLUTION 39-24**

A RESOLUTION ALLOWING DIAGONAL PARKING ON THE NORTH SIDE OF WEST WORKS STREET BETWEEN SOUTH BROOKS STREET AND THE ALLEYWAY TO THE WEST.

WHEREAS, City Ordinance 16-18(c) allows the City Governing Body to designate diagonal parking along certain portions of the street by resolution; and

WHEREAS, the First Interstate Bank, f/k/a Bank of Commerce, located at 24 Brooks St., Sheridan, Wyoming, has requested an alteration to the adjacent portion of the City’s right-of-way along West Works Street to accommodate diagonal parking as demonstrated in the proposed plans, attached hereto as **Exhibit A**.

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

- 1. That the north portion of West Works Street adjacent to the property located at 24 Brooks St., Sheridan, Wyoming between South Brooks Street and the first alleyway to the west shall be designated as diagonal parking as shown in **Exhibit A**. However, said designation, present and future, shall be conditional on First Interstate Bank granting and maintaining a public use easement over and across said diagonal parking and the sidewalk to the north of the diagonal parking, as shown on **Exhibit A**, for the benefit of the public.
- 2. The Public Works Director is authorized to approve said public use easement and enter into any necessary agreements to establish the diagonal parking as shown in **Exhibit A**, enforce the Governing Body’s intent under this Resolution, and resolve other reasonably related issues.

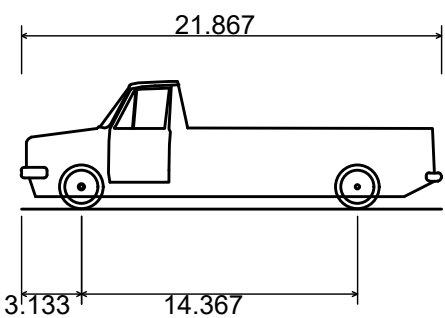
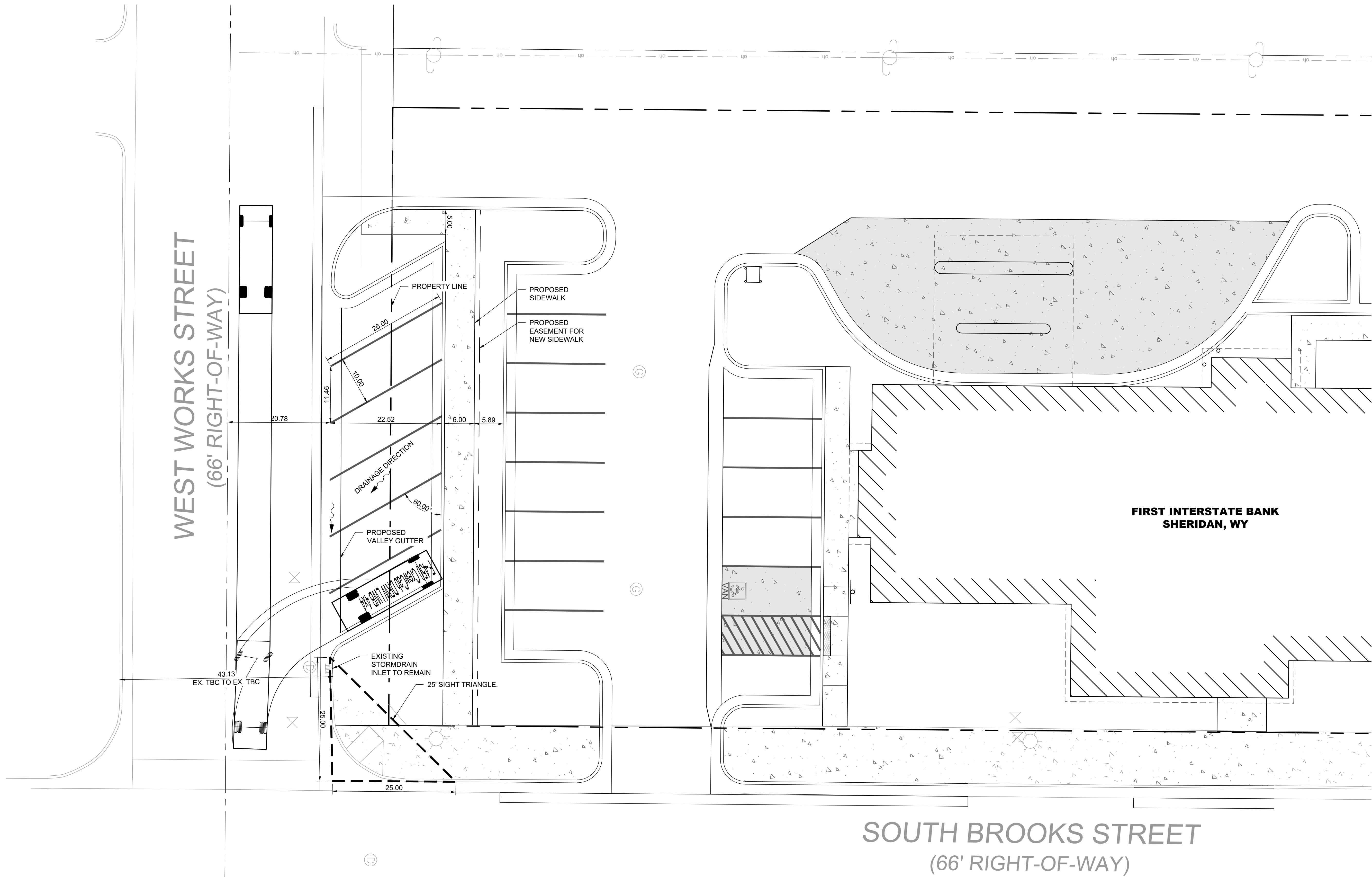
PASSED, APPROVED, AND ADOPTED this ____ day of November 2024.

City of Sheridan

Richard Bridger, Mayor

ATTEST:

Ashlee Foster, City Clerk



F-450 CrewCab DRW LWB 4x4
Overall Length
Overall Width
Overall Body Height
Min Body Ground Clearance
Track Width
Lock-to-lock time
Curb to Curb Turning Radius

21.867ft
6.658ft
6.650ft
0.650ft
6.658ft
5.00s
29.250ft

1
E.1 VEHICLE TRACKING EXHIBIT

0 5 10 20
SCALE: 1" = 10'

TERMS AND CONDITIONS FOR IMPROVEMENTS AND DIAGONAL PARKING

These Terms and Conditions are hereby entered into and agreed to by First Interstate Bank, f/k/a Bank of Commerce, whose address is P.O. Box 30918, Billings, MT 59116 (the “Bank”).

WHEREAS, the Bank wishes to improve and utilize, at its expense, a portion of the City of Sheridan, Wyoming’s (the “City”) right-of-way along West Works Street that is adjacent to the Bank’s property located at 24 Brooks St., Sheridan, Wyoming (the “Bank Property”) and that portion of the Bank Property that is adjacent to said right-of-way. The proposed plan for the Bank’s improvements is shown on the attached **Exhibit A** (the “Project”);

WHEREAS, the Project includes diagonal parking and new sidewalks that will provide additional downtown parking for the benefit of the Bank’s customers and the public;

WHEREAS, the Bank has submitted a request to the City to make the improvements within the City’s right-of-way and for the designation of diagonal parking by the City;

WHEREAS, the City desires to accommodate the Bank’s improvements and deems them a significant improvement to downtown public parking and are in the public interest; and

WHEREAS, the City’s staff are presenting a resolution for the designation of diagonal parking along West Works Street adjacent to the Bank Property.

THEREFORE, in consideration of the City designating diagonal parking, the Bank hereby agrees as follows:

1. **Public Use Easement.** Upon the City designating diagonal parking along the north portion of West Works Street that is adjacent to the Bank Property, the Bank shall execute and deliver to the City the public use easement attached hereto as **Exhibit B** (the “Public Use Easement”). The Bank shall not begin construction on the Project until the Public Use Easement has been executed and delivered to the City. As such, the City will not issue the Bank the necessary building permits for the Project until the Public Use Easement has been executed and delivered.

2. **Construction & Improvements.** The Bank at its sole expense shall build and construct the improvements for the Project in accordance with the plans approved by the City. Before commencing construction of any changes or deviations from the said plans approved by the City, the Bank shall provide the City with the changes or deviations for approval. The Bank shall not commence construction on any changes or deviations from the approved plans until the City has approved said changes.

The Bank shall be solely responsible for all damage and repairs to the City’s right-of-way, utilities, infrastructure, and property as a result of or related to the Project. The Bank guarantees, at its sole expense, that all construction on the City’s right-of-way and for the Project is completed pursuant to City Code, done in a workmanlike manner, and timely. As such, the City will not issue

to the Bank the Certificate of Occupancy for the Project until the City's right-of-way and the Project is completed pursuant to City Code and done in a workmanlike manner.

3. **Maintenance/Repair.** Pursuant to City Code, the Bank shall at all times keep the adjacent City's rights-of-way (with the exception of the public streets) and the area within the Public Use Easement clean, maintained, and in good repair.

4. **Indemnification and Release.** The Bank and the Bank's employees, agents, successors, and guests shall assume the risk of any and all liability arising from the Project; the use of the Bank Property; the use of the City's right-of-way; and the construction on the Project, Bank Property, and City's right-of-way. To the maximum extent permitted by law, the Bank and the Bank's employees, agents, successors, and guests shall hold harmless, defend, and indemnify the City and the City's employees, agents, and successors from any and all claims, demands, or causes of action arising out of or related to the Project; the use of the Bank Property; the use of the City's right-of-way; and the construction on the Project, Bank Property, and City's right-of-way. To the maximum extent permitted by law, the Bank and the Bank's employees, agents, successors, and guests release the City and the City's employees, agents, and successors from any and all liability for damages arising out the Project; the use of the Bank Property; the use of the City's right-of-way; and the construction on the Project, Bank Property, and City's right-of-way.

5. **No Waiver.** The failure of the City to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that City may have regarding that specific term or condition nor deemed a waiver of any prior or subsequent breach.

6. **Default.** In the event of any such default by the Bank, the City shall be entitled to all costs and expenses incident to the enforcement of the City's rights hereunder including reasonable attorney's fees. The duties and obligations imposed by these Terms and Conditions and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

7. **Severability.** If any provisions of these Terms and Conditions are determined to be illegal; prohibited; or rendered unenforceable by law, state or federal, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of these Terms and Conditions.

8. **Governing Law, Jurisdiction & Venue.** The construction, interpretation, and enforcement of these Terms and Conditions shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over these Terms and Conditions and the parties, and the venue shall be the Fourth Judicial District, Sheridan County, Wyoming.

9. **Complete Agreement and Effective Date.** This document constitutes the complete terms and conditions between the parties and supersedes any prior negotiations, representations, or agreements, either written or oral. Changes, modifications, revisions, or amendments to these Terms and Conditions shall only be effective and enforceable if executed in writing and duly authorized by both parties. The effective date of these Terms and Conditions is

the date it is executed by the Bank.

DATED this 11.00 date of October 2024.

**FIRST INTERSTATE BANK, f/k/a
Bank of Commerce**

Signed by:
By: Brian D. Bergler
25CB36F006F3450...

Name: Brian D. Bergler

Title: SVP Corporate Real Estate

PUBLIC USE EASEMENT

First Interstate Bank, a foreign corporation, f/k/a Bank of Commerce, whose address is P.O. Box 30918, Billings, MT 59116, hereinafter referred to as “Grantor,” for good and valuable consideration received, hereby conveys and grants to the **City of Sheridan Wyoming**, a municipal corporation, whose address is 55 Grinnell Plaza, Sheridan, WY 82801, and its successors and assigns, hereinafter referred to as “Grantee,” a perpetual, non-exclusive easement and right-of-way (the “Easement”) for the purpose of public ingress, egress, and parking in, over, and across the following described real estate owned by Grantor situate in Sheridan County, Wyoming:

[LEGAL DESCRIPTION]

The above-described real estate is shown on the survey attached hereto as **Exhibit A**.

Terms and Conditions. The Easement is subject to the following terms and conditions:

1. **Use:** The Easement shall be used for parking, ingress, and egress by the general public.
2. **Maintenance.** Grantor is responsible for all maintenance, repair, and upkeep of the Easement. Grantor shall keep the Easement and sidewalk clean and clear of any and all obstacles, including but not limited to snow, that would impede the public's access or use of the Easement as provided in City Code. To the extent Grantee believes that the Easement needs any maintenance or repairs, Grantee may perform the necessary maintenance and repairs within the Easement at Grantee's discretion.
3. **Indemnification and Release.** The Grantor and the Grantor's employees, agents, successors, and guests shall assume the risk of any and all liability arising from the use of the Easement. To the maximum extent permitted by law, Grantor and Grantor's employees, agents, successors, and guests shall indemnify, defend, and hold harmless Grantee and Grantee's employees, agents, and successors from any and all claims, demands, or causes of action arising out of the use of the Easement. To the maximum extent permitted by law, Grantor and Grantor's employees, agents, successors, and guests release Grantee and Grantee's employees, agents, and successors from any and all liability for damages arising out of the use of the Easement.
4. **Non-Exclusive.** The Easement is non-exclusive and shall not preclude Grantor from using the Easement or from granting the right to other persons and parties to use the Easement or the roadway (except as the same may be necessary for the purposes herein granted to Grantee).
5. **Binding.** The Easement shall be perpetual and shall run with the lands subject to the Easement. The terms, conditions, and provisions herein shall be binding upon and shall benefit the parties and their heirs, successors, and assigns.

DATED this ____ day of _____ 2024.

GRANTOR:

**FIRST INTERSTATE BANK, f/k/a
Bank of Commerce**

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____
2024 by _____,
of First Interstate Bank, f/k/a Bank of Commerce.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____