



**AGENDA
CITY OF SHERIDAN
MAY 12, 2025
STUDY SESSION COUNCIL MEETING START 5:30 P.M.**

1. Discussion of Contract with IAFF Local #276 - Human Resources Director Heather Doke
2. Discussion of PL-25-7, Resolution 14-25, Riverstone Park Phase II Subdivision Final Plat - City Planner Kelly Schroeder
3. Discussion of Ordinance 2293 Amending City Code Chapter 9 - Courts, Fines and Imprisonment - City Attorney Brad Thimmesch
4. Discussion of FY26 Budget - City Administrator Stuart McRae
5. General Discussion and Potential Future Agenda Items - City Administrator Stuart J. McRae
A. Council Request for Future Agenda Items.



CITY OF SHERIDAN, WYOMING

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

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Human Resources

MEMORANDUM

RE: Discussion of Contract with IAFF Local #276 - Human Resources Director Heather Doke
From: Heather Doke, Human Resources Director
To: City Council
CC: City Administrator Stuart McRae
Date: 05/02/2025

Recommendation:

Staff Recommends City Council approve the attached Contract with IAFF Local #276 for the 2025-2026 fiscal year.

Background:

The attached draft contract incorporates the changes tentatively agreed to by the Governing Body's collective bargaining committee and IAFF Local #276 during negotiations on April 15, 2025 and May 6, 2025. The changes include:

- Changing the dates to reflect a one-year contract.
 - Changing the minimum recall time from 1 hour to 2 hours
 - Increasing the pay scale 1.75%
 - Adding special duty pay for being a Car Seat Technician and setting the monthly amount at \$75.00.
 - Removing language that was put in to implement the new pay scale last year that is no longer needed.
 - Updating outdated language throughout the contract to reflect current state of the department
-

Attachments

Redlined Fire Contract 25-26

CONTRACT

This Agreement made and entered into this ____ day of May 202~~5~~⁴ by and between the CITY OF SHERIDAN (City), a municipal corporation, and Sheridan Fire Fighters, IAFF Local 276 (Local 276).

WITNESSETH

The paid members of the Sheridan Fire-Rescue Department, the regularly constituted fire department of the city of Sheridan, Wyoming, by a majority have selected Local 276 as their exclusive bargaining agent.

Representatives of Local 276 have asked the corporate authorities for collective bargaining to negotiate a written contract as to wages and working conditions of employment by said paid firefighters in accordance with Wyoming Statutes 27-10-101 through 27-10-109.

DEFINITIONS

Firefighter: ~~Either an employee of the City of Sheridan Fire-Rescue Department who as a minimum is certified by the State of Wyoming as a Level II Firefighter according to the National Fire Protection Association Standard 1001, or a probationary firefighter who shall be working toward meeting these standards. A member of Sheridan Fire-Rescue that has been hired for the position of Firefighter and has completed or is working towards completing the necessary requirements within their first year of employment as required by Job Descriptions and as department policy states.~~

Officer: A member of the Sheridan Fire-Rescue that has completed the necessary requirements as described in the Job Descriptions for the positions of Lieutenant, Battalion Chief, or Division Chief and has been promoted to Lieutenant, Battalion Chief, or Division Chief.

Acting Officer: A member of the Sheridan Fire-Rescue who has completed the necessary acting requirements for Lieutenant or Battalion Chief.

Shift Personnel: Those employees who, as a regular assignment, work scheduled twenty-four (24) hour shifts in a regulated work period.

Forty (40) hour personnel: Those employees who, as a regular assignment, work scheduled eight (8) hour shifts in a forty (40) hour work period.

Exempt Personnel ~~(or Exempt Employee):~~ Means a member of Sheridan Fire-Rescue defined by the Job Descriptions as Division Chief. ~~the Division Chief Operations of the Sheridan Fire-Rescue Department.~~

Shift/Work Schedule: The rotating twenty-four (24) hour schedule established by the Fire Chief on an annual basis. Currently the schedule is as follows: A 9-day cycle where a firefighter works one 24-hour shift, followed by 24 hours off duty, works another 24-hour shift, followed by 24 hours off duty, then works a final 24 hour shift, followed by 4 consecutive days off duty.

Scheduled Hours: The time when a firefighter is required to work per the shift schedule or to attend committee meetings, staff meetings, and required training which may not be on the work schedule.

Unscheduled Hours: When a firefighter is not required to work per the shift schedule but is required or requested to work by the Fire Chief or Shift Officer in order to respond to calls or maintain minimum staffing.

Recall: When Shift Personnel are called into provide an improved response for an emergency or are called into staff the station to replace the on duty crew.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I EXPIRATION DATE

This CONTRACT shall begin effective on 12:01 a.m. July 1, 202~~5~~⁴, and all terms, conditions, understandings and agreements of the parties, whether expressed herein or implied by the parties' conduct, practices or otherwise, shall terminate on June 30, 202~~6~~⁵, at 12:00 midnight.

The City and Local 276 shall negotiate and bargain for a new contract each year hereafter in accord with Wyoming law. If this CONTRACT terminates on June 30, 202~~6~~⁵, and the City and Local 276 have not yet signed a new contract for the following year, the parties agree that the status quo shall remain during the short period when the statutory arbitration hearing is held to resolve any unresolved issues or until the City and Local 276 enter into a new contract, whichever occurs first.

ARTICLE II SCOPE

Section A

This COLLECTIVE LABOR AGREEMENT shall apply to all ~~full-time firefighters~~Shift Personnel and ~~Exempt~~ Personnel of the Sheridan Fire-Rescue Department.

Section B

All regular ~~full-time firefighters~~Shift Personnel and Exempt Personnel shall conform to the Civil Service Rules and Regulations, applicable State and Federal laws, the City of Sheridan Employee Handbook, the City's Drug & Alcohol Plan, the Fire Department Policy Manual and job descriptions. In the event any City established policy conflicts with the terms of this CONTRACT, the CONTRACT terms shall prevail.

ARTICLE III STRIKES

The members of Local 276 agree not to engage in any form of strike, work stoppage, mass

walkout, or work slowdown against the City.

ARTICLE IV HOURS OF WORK

Section A

Unless modified by the City pursuant to Section E of this Article IV, the work schedule shall consist of twenty-four (24) hour shifts on a three-platoon basis in a twenty-eight (28) day work period. The firefighters will be paid a biweekly average paycheck. All worked, worked but unscheduled, sick, vacation, holiday, and overtime hours will be reconciled and paid at the end of each work period.

The regular work period for 40-hour personnel shall be forty (40) hours in a seven (7) day period, beginning on Sunday.

Section B

Shift Personnel shall be compensated at the employee's straight time rate for scheduled hours at a minimum of one (1) hour with one-half (1/2) hour increments.

Shift Personnel shall be compensated at their overtime rate of pay for all unscheduled hours worked, at a minimum of one (1) hour with one-half (1/2) hour increments.

Shift Personnel that are recalled shall be compensated for a minimum of two (2) hours with one-half (1/2) hour increments.

Any hours worked by Shift Personnel in excess of two hundred twelve (212) hours in the 28-day work period shall be compensated at one and one-half (1-1/2) times the employee's rate of pay. For purposes of calculating overtime pay, the hourly rate for overtime shall be calculated by taking the annual pay set forth in Article X and dividing the total by 2758 hours.

Section C

All forty (40) hour per week personnel will be paid one and one-half (1-1/2) times their regular rate of pay for time worked in excess of forty hours per week.

Exempt personnel are exempt from overtime.

Section D

Personnel who are recalled from a vacation or holiday shift, before or within one hour after their regularly scheduled shift begins, shall not be charged for the vacation or holiday. Personnel who are recalled in excess of one hour after their regularly scheduled shift begins will be compensated at one and one-half (1-1/2) times the employee's regular rate of pay.

Section E

The City may change the work period consistent with FLSA guidelines no more than once in each 6 months with sixty (60) days prior notice to Local 276. Work schedules may be adjusted by the City upon thirty (30) days prior notice to Local 276, provided that the annual compensation as set forth in Article X shall remain unchanged.

ARTICLE V HEALTH AND SAFETY

In order to protect the health and safety of personnel, a minimum of four (4) firefighters shall be dispatched as an initial response for each fire alarm or fire emergency and a minimum of two (2) personnel shall be dispatched as an initial response for each medical alarm or medical emergency. Shift Officers shall determine the responses for service calls.

ARTICLE VI VACATIONS

Section A

The annual vacation season shall begin not earlier than January 1st and shall terminate January 2nd of the following year. Vacation time shall not be carried over unless circumstances warrant extension. Extension shall be granted by the Fire Chief and time carried over must be used by April 30th if circumstances allow. Vacations shall be chosen in this order: Battalion Chiefs have the first (1st) choice, Lieutenants have the second (2nd) choice, then, in order of seniority, Firefighters will have the next choice. This will be repeated until all Shift Personnel have chosen their vacation cycles. Individual shifts shall pick vacations in this order.~~granted on a seniority basis with Officers having the first choice and other members having next choice, according to seniority on the Department and placement within the employees' vacation sign-up list.~~ One (1) vacation cycle per year, per member, may be designated as guaranteed; meaning the employee shall not be subject to involuntary recall from vacation except under emergency conditions.

Section B

Shift personnel who have been regularly appointed and have served for one (1) year through four (4) years shall be entitled to six (6) working shifts vacation with pay.

Shift personnel having served five (5) years through nine (9) years shall receive nine (9) working shifts vacation.

Shift personnel having served ten (10) years through fourteen (14) years shall receive twelve (12) working shifts vacation.

Shift personnel having served fifteen (15) or more years shall receive fifteen (15) working shifts vacation.

Vacations, for shift personnel, shall be started on the first shift of an on-duty cycle and end on the first regularly scheduled workday of his shift after three (3) working shifts. Thus, a vacation cycle consists of nine consecutive calendar days.

Section C

Forty (40) hour personnel and exempt personnel, who have been regularly appointed and having served for one (1) year through four (4) years shall be entitled to ten (10) working shifts

vacation with pay.

Forty (40) hour personnel and exempt personnel having served five (5) years through nine (9) years shall receive fifteen (15) working shifts vacation.

Forty (40) hour personnel and exempt personnel having served ten (10) years through fourteen (14) years shall receive twenty (20) working shifts vacation.

Forty (40) hour personnel and exempt personnel having served fifteen (15) years through twenty-four (24) years shall receive twenty-five (25) working shifts vacation.

Forty (40) hour personnel and exempt personnel having served twenty-five (25) years or more shall receive thirty (30) working shifts vacation.

Section D

Personnel who are terminating, resigning, or retiring and have accrued vacation shall be paid for those hours at their regular rate of pay.

Personnel on temporary assignment who are terminating, resigning, or retiring and have accrued vacation shall be transferred back to their shift position and shall be paid for those hours at their 56-hour/week rate of pay.

If a regular, full-time employee with one (1) year or more of satisfactory service dies and has unused annual leave, the salary equivalent of such unused accrued leave shall be payable as directed by the employee's beneficiary statement or to the decedent's estate.

Section E

If an employee transfers from a shift position to a forty hour position or a forty hour position to a shift position, all accrued vacation time shall be transferred on an hour for hour basis.

Section F

Should a firefighter be laid off by the City of Sheridan and then later rehired, all time worked for the City of Sheridan, both before and after the layoff, shall be considered time served for the purpose of calculating vacation accrual.

ARTICLE VII SICK LEAVE

Section A

Shift personnel shall accrue sixteen (16) hours of sick leave for each month of service and may accumulate a total of one thousand four hundred forty (1,440) hours.

Forty (40) hour personnel and exempt personnel shall accrue eight (8) hours of sick leave per month and may accumulate a total of nine hundred sixty (960) hours.

Section B

Sick leave shall be charged hour for hour for shift personnel.

Sick leave shall be charged hour for hour for forty (40) hour personnel.

Section C

Upon separation or termination, employees shall be eligible to convert three (3) hours of accumulated sick leave into one (1) hour of pay.

Personnel on temporary assignment who are terminating, resigning, or retiring and have accrued sick leave shall be transferred back to their shift position and shall be paid for these hours as set forth within this section.

If a regular full-time employee dies and has unused sick leave, the salary equivalent of one-third (1/3) the sick leave shall be payable as directed by the employee's beneficiary statement or to the decedent's estate.

Section D

Employees who are permanently transferred between a shift position and a forty (40) hour position shall have their accumulated sick leave hours converted by the following formulas:

Shift to forty (40) hour: Accrued hours in excess of 960, shall be bought out at the rate of three (3) hours equaling one (1) hour of pay.

Forty (40) hour to Shift: Hour for hour.

ARTICLE VIII LEAVE OF ABSENCE

Section A

Leave of absence with pay may be granted by the Fire Chief to permit employees to attend professional meetings or training conferences in the interest of the City.

Section B

Leave of absence without pay and other benefits may be granted by the Fire Chief when requested by an employee if such leave of absence is not in conflict with the best interest of the City.

Section C

All full-time employees shall be granted three (3) working days with pay when a death occurs in the employee's immediate family. Immediate family includes: spouse, child, parent, stepparents, parents-in-law, stepchildren, children-in-law, siblings, half-siblings, step-siblings, siblings-in-law, grandparents, step grandparents, grandparents-in-law and grandchildren. If the circumstances necessitate additional time off, such additional time off shall be charged to sick leave with the approval of the Fire Chief.

Section D

Emergency leaves with pay may be granted by the Fire Chief for other causes, provided that the employee shall have such leave charged to either his sick leave or annual leave, and that such leave of absence is not in conflict with the best interest of the City.

ARTICLE IX HOLIDAYS

Section A

Fire-Rescue Department personnel shall be granted one (1) working shift off for each of the following holidays:

1. New Year's Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Day
10. Personal Day #1
11. Personal Day #2
12. Personal Day #3

The Fire Chief shall determine when this time may be taken.

Section B

Personnel who are terminating, resigning, or retiring and have accrued holidays shall be paid for those hours.

Personnel on temporary assignment who are terminating, resigning, or retiring and have accrued holidays shall be transferred back to their shift position and shall be paid for those hours at their 56-hour/week rate of pay.

If a regular, full-time employee dies and has unused holidays, the salary equivalent of such unused holidays shall be payable as directed by the employee's beneficiary statement or to the decedent's estate.

Section C

If an employee permanently transfers from a shift position to a forty-hour position, all accrued holiday time shall be bought out prior to the transfer.

Personnel on temporary assignment from a shift position to a forty hour position, will retain and use holiday time hour for hour.

ARTICLE X

WAGES

Section A

Certified Fire Personnel

The positions and applicable grades covered under this contract are:

<u>Position</u>	<u>Grade</u>
Firefighter	FF
Lieutenant	LT
Battalion Chief	~~BC~~ CF
Division Chief	DC

The following annual scale of wages shall apply on July 1, 202~~5~~4:

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
FF	~~\$59,509.89~~ ~~60,551.31~~	~~\$63,675.58~~ ~~64,789.90~~	~~\$67,496.12~~ ~~68,677.30~~	~~\$70,870.92~~ ~~72,111.16~~	~~\$73,705.76~~ ~~74,995.61~~	~~\$75,916.93~~ ~~77,245.48~~
LT	~~\$79,712.78~~ ~~81,107.75~~	~~\$82,901.29~~ ~~84,352.06~~	~~\$85,388.33~~ ~~86,882.63~~	~~\$87,096.10~~ ~~88,620.28~~	~~\$87,967.06~~ ~~89,506.48~~	
BC	~~\$92,365.41~~ ~~93,981.80~~	~~\$95,136.37~~ ~~96,801.26~~	~~\$97,039.10~~ ~~98,737.28~~	~~\$98,009.49~~ ~~99,724.66~~		
DC	~~\$102,909.97~~ ~~104,710.89~~	~~\$104,968.16~~ ~~106,805.10~~	~~\$106,017.85~~ ~~107,873.16~~	~~\$107,078.02~~ ~~108,951.89~~		

~~Current employees will be placed into the above wages scale based on the attached spreadsheet.~~

~~Current firefighters that are certified and approved by the department as Driver/Operators will be moved into the scale no lower than Step 4 of the FF position.~~

~~All employees hired prior to July 1, 2024, with the exception of the two (2) firefighters that were hired on July 3, 2023, will advance to the next step of the wages scale for their respective grade annually on July 1st of each subsequent year.~~

~~—The two (2) firefighters that were hired on July 3, 2023, will advance to Step 2 at the completion of their probationary period. Upon advancing to Step 2, the said two (2) firefighters step advancement anniversary shall be July 3 of each subsequent year.~~

~~—For all employees who receive a promotion after July 1, 2024, their step advancements for their respective grade shall take place on the anniversary of their promotion.~~

~~Those employees hired after July 1, 2024, their step anniversary date shall be their hire date.~~

Newly hired firefighters shall be placed into the above wages scale at Step 1 of the FF Grade.

Upon an employee's promotion, the promoted employee shall be placed in Step 1 of the respective grade.

Employees shall be advanced to the next step of the wages scale for their respective grade on the anniversary date of their previous step advancement or promotion. However, an employee's annual advancement shall be conditioned on successful completion of the schedule of certifications, tasks, and tests listed in the Fire Department Policy Manual and outlined in the job description as well as maintaining all required certifications.

Management reserves the right to modify job descriptions and the fire department policy as it deems necessary. In the event that the duties of a job description or the fire department policy are substantially revised either party may request negotiations of compensation for that job description or policy within two (2) weeks of formal notification of the revision. All applicable job descriptions are attached as reference to the end of the contract.

Section B

Special Duty Pay – Employees shall be compensated upon receiving and maintaining the applicable State of Wyoming certifications. The following special duty pay rates shall be in addition to the hourly base rate.

<u>Car Seat Technician</u>	<u>\$75.00/month</u>
Hazardous Materials Technician.....	\$100.00/month
EMT-Intermediate.....	\$300.00/month
Paramedic.....	\$400.00/month
Fire Investigation Technician	\$300.00/month

Fire Investigation Technician pay will be limited to six (6) employees in the department.

~~Current Origin and Cause Technicians who are still within their current certification cycle shall become Fire Investigation Technicians at or before their next renewal cycle. The two (2) current Origin and Cause Technicians shall be compensated at the Fire Investigation Technician rate for the duration of their certification cycle.~~

Employees may receive up to \$700.00 per month in Special Duty.

Section C

Acting Pay – Employees who have completed the applicable acting requirements to act at a promotable position shall be compensated at the following flat monthly rate:

Acting Lieutenant.....	\$200.00/month
Acting Battalion Chief	\$200.00/month

Acting Pay shall be in addition to an employee's hourly base rate and Special Duty Pay. Employees may only be compensated a maximum of \$200.00 per month for Acting Pay.

Section D

The firefighters shall contribute 11.245% to the Fire Pension Fund Plan B in accordance with Wyo. Stat. Ann §15-5-420.

The City shall contribute 16% to Fire Pension Fund Plan B as required by the Wyoming Retirement System per their Actuarial Valuation Report for the Year Beginning January 1, 2019.

ARTICLE XI UNIFORM AND CLOTHING ALLOWANCE

The annual uniform and clothing allowance shall be allowed to each member for the purpose of purchasing uniforms, work clothes, and their maintenance. The amount payable to each employee shall be up to One thousand dollars (\$1,000.00). All purchases and reimbursements must be in accordance with the City's Purchasing and Procurement Policy.

In lieu of the \$1,000.00 clothing allowance, the City will purchase the following items for firefighters in their first year of employment:

- 2 pair of Nomex pants
- 1 short sleeve Nomex uniform shirt
- 1 long sleeve Nomex uniform shirt
- 8 cotton t-shirts, long or short sleeve
- 1 sweatshirt
- 1 Job Shirt
- 1-3 season jacket
- 1 black 2" uniform belt
- 1 pair of black uniform foot wear
- Name tag and collar brass
- 4 pair of workout shorts
- 1 pair of running shoes
- 1 Embroidered Cap

The City will also purchase a Class A uniform at the end of the first year of employment.

ARTICLE XII GRIEVANCES

Local 276 shall form a Grievance Committee. This Committee shall acquaint itself with the grievance which any ~~F~~firefighter ~~or medical personnel~~, governed by this CONTRACT, desires to submit to it. Furthermore, this Committee can present grievances in all cases of non-observance of this contract by the City.

If the grievance involves an alleged violation of the rules of the civil service commission, it shall be processed through the procedures set forth in those rules. If the grievance involves an

alleged violation of the personnel rules of the City, it may be pursued through this procedure or the grievance procedure established in those personnel rules, but not both, at the option of the Union/grievant.

The method of settlement of grievances shall be as follows:

1. The grievance must be stated in writing and presented to the Grievance Committee.
2. The Grievance Committee shall present the grievance to the Fire Chief of the Sheridan Fire-Rescue Department, who shall set a hearing for the representatives of the Grievance Committee within five (5) business days after such presentation. The Fire Chief shall render a decision in writing five (5) business days after said hearing.
3. If the decision of the Fire Chief should prove unacceptable, the Grievance Committee, upon demand of the aggrieved, or on its own decision, may appeal to the Human Resources Director and City Administrator within ten (10) business days from receipt of the written decision of the Chief. The Human Resources Director shall set a hearing date within five (5) business days after receiving an appeal from the Grievance Committee. After the hearing, the Human Resources Director shall have five (5) business days to render a decision in writing.
4. If the decision is not acceptable, the City Administrator upon written request of the Grievant or Grievance Committee shall refer the grievance to the Governing Body of the City of Sheridan within five (5) business days.
5. The Governing Body shall conduct a hearing within twenty (20) business days. This Executive Session shall be closed to the public and consist of a quorum of the Governing Body. At the Executive Session, the City and Grievance Committee shall have the right to call all witnesses and documents necessary to present the facts. The Governing Body shall render their decision in writing to the City Administrator and Grievance Committee within five (5) business days. The decision of the Governing Body is final and will terminate the grievance unless the Grievant or Grievance Committee chooses to seek judicial recourse in District Court in and for Sheridan County, Wyoming pertaining to any decision reached in this step of the grievance process.

The time limits and/or steps listed in this Article may be extended or waived at any step of the procedure by written, mutual agreement of the parties or their designated representatives.

ARTICLE XIII RULES AND REGULATIONS

Section A

The Fire Civil Service Rules and Regulations as adopted by the City of Sheridan shall be adopted by reference.

Section B

Local 276 shall be given a vocal consideration of any rules and regulation changes made by the Civil Service Commission.

ARTICLE XIV RESIDENCE

Sheridan Fire-Rescue ~~Department~~ personnel shall be allowed to live anywhere within a twenty (20) mile radius of the fire station.

ARTICLE XV MEDICAL

Section A

Firefighters shall have the same health insurance benefits and pay the same premiums as all other regular full-time City employees.

Health Savings Accounts shall be funded at \$3,460.00 spouse/family and \$1,730.00 for a single individual prorated over 24 pay periods. The amount of the HSA contribution is limited to this contract period.

The City agrees to pay 100% of employee and dependant dental insurance premium based on the plan and coverage in effect 7/1/15, or a plan that is comparable or better.

Section B

The City shall continue to pay premium cost for medical insurance for the spouse and/or dependents until age nineteen (19) of any employee who dies while in the performance of his/her duties. These payments shall continue provided:

1. The spouse of such deceased employee does not remarry;
2. The spouse and/or dependents of such deceased employee does not obtain medical insurance/benefit coverage from an employer or any other source;
3. The spouse and/or dependents of such deceased employee does not qualify for medical insurance/benefit coverage as may be provided by a state or the federal government, including but not limited to Social Security and Medicare/Medicaid.

The City Attorney shall be available to assist the spouse or administrator or executor of an employee's estate, in legal services and counseling regarding available insurance and benefits in any case in which an employee dies in the line of duty.

ARTICLE XVI MANAGEMENT RIGHTS

Subject to the terms of this Agreement and any applicable laws, rules and/or regulations, the City retains and maintains all of its statutory and inherent rights, including but not limited to: the right to reprimand, suspend, discharge or otherwise discipline any employee for cause, to determine the number of employees to be hired and to hire those employees, to determine the

qualifications of employees, to assign and direct the work of employees, to promote, demote, layoff and recall employees, to determine the services to be rendered, the methods of delivering the services, and the standards for the delivery of those services, to set the starting and quitting times for employees, to regulate and control the use of machinery, vehicles, equipment and property of the City, to issue and amend rules and policies, and to take any other actions necessary to effect the mission of the City and The Sheridan Fire-~~Rescue~~ Department.

ARTICLE XVII SEVERABILITY

If any provision of this Agreement is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or new legislation, such decision shall not affect the validity of the remainder of this Agreement.

This CONTRACT contains the entire understanding of the parties hereto and may be amended, modified, supplemented or altered only by a writing duly executed by the City Council and Local 276. All prior agreements or understandings, whether oral or written, and any prior practices and courses of conduct of either party are entirely superseded by the express terms of this written CONTRACT.

CITY OF SHERIDAN:

LOCAL 276:

Richard Bridger, Mayor

President

ATTEST:

ATTEST:

Cecilia Good, City Clerk

Secretary/Treasurer



Firefighter

Fire Department

FD/6

The City of Sheridan's core values are what define us both as individuals and as a collective group of people. We've selected these five values to emphasize the leadership role that every employee has in working as part of a team of teams, whether those teams are in another department within the City or at the County, State, or National level. These values are paramount to meeting the mission of the City. The values are Make a Difference, Take Initiative, Build Trust, Show Optimism, and Promote Teamwork.

JOB SUMMARY

This position is responsible for the provision of hazmat control, emergency medical, fire suppression, rescue, public education, and inspection services to protect life, property, and the environment.

MAJOR DUTIES

- Responds to medical emergencies; makes determination of patient condition; administers basic emergency medical treatment; transports ill and injured patients in ambulance vehicles.
- Drives and operates equipment in response to medical, rescue, fire, hazardous materials, and other emergency situations.
- Suppresses wild land and structure fires.
- Provides specialized high angle, low angle, confined space, swift water, and ice rescues.
- Performs vehicle extractions.
- Maintains equipment in a constant state of readiness.
- Presents public education programs.
- Conducts fire inspections and pre-planning activities.
- Participates in training to maintain proficiency in all requisite duties.
- Completes paperwork to record duties performed, to comply with HIPAA regulations, and to provide billing information.
- Maintains and re-supplies emergency medical care equipment.

- Performs preventive maintenance of building and apparatus.
- Maintains apparatus and equipment in constant state of readiness.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of modern emergency medical techniques and equipment.
- Knowledge of modern firefighting techniques and equipment.
- Knowledge of laws and regulations relating to the control and prevention of fires.
- Knowledge of department and city policies and procedures, and federal, state, and local laws and regulations.
- Knowledge of the boundaries and geography of the city and county.
- Knowledge of hazardous materials identification and incident mitigation standards.
- Knowledge of computers and job-related software programs.
- Knowledge of the capabilities and uses of emergency vehicles and equipment.
- Skill in operating emergency vehicles and equipment.
- Skill in the use of radio/communications equipment.
- Skill in planning, organization, and decision making.
- Skill in public speaking and public relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Fire Lieutenant assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include department standard operating procedures, city ordinances and policies, mutual aid agreements, NFPA standards, state EMS guidelines, the state building and fire code, International Fire, Building, and Mechanical Codes, and federal, state, and local laws. These guidelines are generally clear and specific, but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied emergency medical and firefighting duties. The necessity of participating in work performed in life-threatening situations contributes to the complexity of the work.
- The purpose of this position is to participate in the effective delivery of fire and emergency medical services to the public. Successful performance helps ensure the provision of fire department services to protect the safety of life and property.

CONTACTS

- Contacts are typically with other emergency services organizations, law enforcement personnel, media representatives, business owners, elected and appointed officials, and the general public.
- Contacts are typically to give or exchange information, resolve problems, and provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- FREQUENTLY
- Standing: Dynamic standing, raising ladders, operating a hose, clearing debris, inspecting equipment, sweeping or mopping, power washing
- Walking: Walking from and to truck or engine multiple times at fire or accident scenes. Walking on rough ground or uneven surfaces. When working in fire scenes that have no pavement or smooth surfaces, working on surfaces strewn with debris.
- Twist or Turn: Removing and replacing protective gear, tools and equipment from the truck; removing, deploying and replacing ground ladders; moving or removing furniture or other obstacles.
- Reaching Waist to Shoulder: Pulling hoses off of truck or engine; carrying/using axes or other tools; moving or removing furniture or other obstacles; retrieving and storing items and supplies.
- Handling/grasping: Using tools, hoses, first aid cases, ladders, protective gear, backboards; removing victims; sweeping, mopping.

OCCASIONALLY

- Running: Running from truck or engine to fire or accident scene with tools, equipment, fan or other items; running to pull a dry hose; running to transport a victim on a backboard; running up or down a staircase.
- Sitting: Riding in a truck or engine to and from a fire or accident scene.
- Driving: If assigned to drive equipment to and from a fire or accident scene.
- Balance: When climbing ladders or stairs, suppressing fires at or near rooftops or several stories above ground, walking or running on wet or muddy surfaces, carrying victims.
- Firefighter Job Function Analysis
- Work at Heights: When suppressing fires at or near rooftops or several stories above ground, climbing/standing on a ladder, standing on top of parked equipment.

- Climb Stairs or Ladders: Deploying and climbing a ground or aerial ladder to enter a building or suppress a fire; climbing stairs in a building to reach sources of fires or to access and retrieve victims.
- Bend/Stoop: Unwinding hoses, laying a hose, coupling and uncoupling a hose, mopping a floor, dismantling a vehicle, unpacking and repacking medical equipment and supplies.
- Crouch/Squat: Unwinding hoses, pulling hose, coupling and uncoupling a hose, administering first aid to a victim.
- Crawl/Kneel: Crawl on the floor or through wreckage to access a victim; kneeling to unwind hoses, lay/pull hose, coupling and uncoupling a hose, administering first aid to a victim.
- Awkward Positions: Reaching over or under wreckage or debris to reach and remove a victim, administer first aid to a victim, or remove debris and obstacles at an accident or fire scene.
- Reaching Shoulder to Overhead: Climbing up ground or aerial ladders, hoisting ground ladders onto shoulder, pulling up to enter a truck or engine, swinging an ax or a sledgehammer overhead.
- Reaching Floor to Waist: Holding/carrying ground ladders with other firefighters, putting on boots and pants, picking up hoses from ground, shoveling debris.
- Extension/Flexion: Extension: pushing ladders back into trucks or engines, pushing on internal or external doors in buildings, shoveling debris away at a fire or VMA scene; flexion: retrieving hoses, grasping ground ladders below waist.
- Power Grasping: Moving/pulling/operating a charged hose, breaching a wall, hanging on to ladder rungs after strenuous exercise.
- Finger/Feel: Adjusting oxygen and mask, putting on and removing protective gear, writing reports, typing on a computer, using self-contained breathing apparatus.
- Operate Foot Control: If assigned to drive equipment.
- The work is typically performed in an office and at emergency scenes. The employee may be exposed to noise, machinery with moving parts, contagious or infectious diseases, or irritating chemicals. The work may be performed outdoors and occasionally in cold or inclement weather. The work may require the use of protective devices such as masks, goggles, or gloves.
- The employee must be able to drive an assigned vehicle.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- No experience requirements.
- Possession of a valid class B driver's license issued by the State of Wyoming.
- Ability to meet current requirements set forth by the National Fire Protection Association and the certification standards as established by the Wyoming State Fire Marshal's Office.

CERTIFICATION MAINTENANCE REQUIREMENTS

- Wyoming Fire Service Instructor I
- Wyoming Firefighter II
- Wyoming Fire Apparatus Operator, Pumper and Aerial
- Defensive Driving
- Wyoming Hazardous Materials Technician
- Wildland Firefighter Type 2 Red Card
- EMT Basic

All the terms, conditions and benefits of employment with the City are subject to change at any time, except insofar as such may be covered by a legally binding collective bargaining agreement or Civil Service statutes.



Lieutenant

Fire Department

FD/5

The City of Sheridan's core values are what define us both as individuals and as a collective group of people. We've selected these five values to emphasize the leadership role that every employee has in working as part of a team of teams, whether those teams are in another department within the City or at the County, State, or National level. These values are paramount to meeting the mission of the City. The values are Make a Difference, Take Initiative, Build Trust, Show Optimism, and Promote Teamwork.

JOB SUMMARY

This position is responsible for the provision of hazmat control, emergency medical, fire suppression, rescue, public education, and inspection services to protect life, property, and the environment.

MAJOR DUTIES

- Assists with supervising line personnel with daily organization, task assignments, and all other shift duties.
- Commands incidents involving fire, rescue, hazardous materials, emergency
- medical service, and all other emergency incidents
- Supervises and participates in the health and fitness programs; performs health
- and fitness assignments to support department programs.
- Prepares daily shift reports, training records, and equipment logs.
- Responds to fire, rescue, hazardous materials, and other emergency incidents in an effort to protect life and property.
- Delivers basic life support in emergency situations.
- Participates in, develops, and instructs training programs in fire, rescue, hazardous materials, and emergency medical services.
- Drives and operates apparatus and equipment in response to fire, rescue, hazardous materials, and EMS incidents.

- Maintains apparatus and equipment in a constant state of readiness.
- Presents fire and life safety education programs for schools and for other groups.
- Conducts commercial and residential fire code inspections in the City of Sheridan.
- Participates in various committees.
- Performs related duties.

● KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge and Skill in incident command and management
- Knowledge of modern firefighting techniques and equipment.
- Knowledge of modern EMS techniques and equipment.
- Knowledge of laws and regulations relating to the control and prevention of fires.
- Knowledge of department and city policies and procedures, and federal, state, and local laws and regulations.
- Knowledge of the boundaries and geography of the city and county.
- Knowledge of hazardous materials identification and incident mitigation standards.
- Knowledge of management and supervisory principles and practices.
- Knowledge of computers and job-related software programs.
- Knowledge of the capabilities and uses of emergency vehicles and equipment.
- Skill in operating emergency vehicles and equipment.
- Skill in the use of radio/communications equipment.
- Skill in planning, organization, and decision making.
- Skill in public speaking and public relations.
- Skill in oral and written communication.

● SUPERVISORY CONTROLS

- The Battalion Chief assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include department standard operating procedures, city ordinances and policies, mutual aid agreements, NFPA standards, the state building and fire code, International Fire, Building, and Mechanical Codes, and federal, state, and local laws. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied supervisory and technical duties. The necessity of supervising and participating in work performed in life-threatening situations contributes to the complexity of the work.
- The purpose of this position is to participate in the effective delivery of fire and emergency response services to the public. Successful performance helps ensure the provision of fire department services to protect the safety of life and property.

CONTACTS

- Contacts are typically with other emergency services organizations, law enforcement personnel, media representatives, business owners, elected and appointed officials, and the general public.
- Contacts are typically to give or exchange information, resolve problems, provide services, and motivate personnel.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

FREQUENTLY

- Standing: Dynamic standing, raising ladders, operating a hose, clearing debris, inspecting equipment, sweeping or mopping, power washing
- Walking: Walking from and to truck or engine multiple times at fire or accident scenes. Walking on rough ground or uneven surfaces. When working in fire scenes that have no pavement or smooth surfaces, working on surfaces strewn with debris.
- Twist or Turn: Removing and replacing protective gear, tools and equipment from the truck; removing, deploying and replacing ground ladders; moving or removing furniture or other obstacles.
- Reaching Waist to Shoulder: Pulling hoses off of truck or engine; carrying/using axes or other tools; moving or removing furniture or other obstacles; retrieving and storing items and supplies.
- Handling/grasping: Using tools, hoses, first aid cases, ladders, protective gear, backboards; removing victims; sweeping, mopping.

OCCASIONALLY

- Running: Running from truck or engine to fire or accident scene with tools, equipment, fan or other items; running to pull a dry hose; running to transport a victim on a backboard; running up or down a staircase.
- Sitting: Riding in a truck or engine to and from a fire or accident scene.

- Driving: If assigned to drive equipment to and from a fire or accident scene.
- Balance: When climbing ladders or stairs, suppressing fires at or near rooftops or several stories above ground, walking or running on wet or muddy surfaces, carrying victims.

Firefighter Job Function Analysis

- Work at Heights: When suppressing fires at or near rooftops or several stories above ground, climbing/standing on a ladder, standing on top of parked equipment.
- Climb Stairs or Ladders: Deploying and climbing a ground or aerial ladder to enter a building or suppress a fire; climbing stairs in a building to reach sources of fires or to access and retrieve victims.
- Bend/Stoop: Unwinding hoses, laying a hose, coupling and uncoupling a hose, mopping a floor, dismantling a vehicle, unpacking and repacking medical equipment and supplies.
- Crouch/Squat: Unwinding hoses, pulling hose, coupling and uncoupling a hose, administering first aid to a victim.
- Crawl/Kneel: Crawl on the floor or through wreckage to access a victim; kneeling to unwind hoses, lay/pull hose, coupling and uncoupling a hose, administering first aid to a victim.
- Awkward Positions: Reaching over or under wreckage or debris to reach and remove a victim, administer first aid to a victim, or remove debris and obstacles at an accident or fire scene.
- Reaching Shoulder to Overhead: Climbing up ground or aerial ladders, hoisting ground ladders onto shoulder, pulling up to enter a truck or engine, swinging an ax or a sledgehammer overhead.
- Reaching Floor to Waist: Holding/carrying ground ladders with other firefighters, putting on boots and pants, picking up hoses from ground, shoveling debris.
- Extension/Flexion: Extension: pushing ladders back into trucks or engines, pushing on internal or external doors in buildings, shoveling debris away at a fire or VMA scene; flexion: retrieving hoses, grasping ground ladders below waist.
- Power Grasping: Moving/pulling/operating a charged hose, breaching a wall, hanging on to ladder rungs after strenuous exercise.
- Finger/Feel: Adjusting oxygen and mask, putting on and removing protective gear, writing reports, typing on a computer, using self-contained breathing apparatus.
- Operate Foot Control: If assigned to drive equipment.
- The work is typically performed in an office and at emergency scenes. The employee may be exposed to noise, machinery with moving parts, contagious or infectious diseases, or irritating chemicals. The work may be performed outdoors and occasionally in cold or inclement weather. The work may require the use of protective devices such as masks, goggles, or gloves.
- The employee must be able to drive an assigned vehicle.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

- The position has functional supervision over assigned company personnel.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- Experience sufficient to thoroughly understand the work of subordinate positions to be able to answer questions and resolve problems, usually associated with three to five years experience or service.
- Possession of a valid class B CDL driver's license issued by the State of Wyoming.
- Ability to meet current requirements set forth by the National Fire Protection Association and the certification standards as established by the Wyoming State Fire Marshal's Office.
- Command and Control of Incident Operations from the NFA Incident Management Curriculum or equivalent
- Leadership and Supervision NFA or equivalent.

CERTIFICATION MAINTENANCE REQUIREMENTS

- Wyoming Fire Officer I
- Wyoming Fire Service Instructor I
- Wyoming Firefighter II
- Wyoming Fire Apparatus Operator, Pumper and Aerial
- Defensive Driving
- Wyoming Hazardous Materials Technician
- Wildland Firefighter Type 2 Red Card
- EMT Basic

All the terms, conditions and benefits of employment with the City are subject to change at any time, except insofar as such may be covered by a legally binding collective bargaining agreement or Civil Service statutes.



Battalion Chief

Fire Department

FD/4

The City of Sheridan's core values are what define us both as individuals and as a collective group of people. We've selected these five values to emphasize the leadership role that every employee has in working as part of a team of teams, whether those teams are in another department within the City or at the County, State, or National level. These values are paramount to meeting the mission of the City. The values are Make a Difference, Take Initiative, Build Trust, Show Optimism, and Promote Teamwork.

JOB SUMMARY

This position is responsible for supervising an assigned shift of personnel for the provision of hazmat control, emergency medical, fire suppression, rescue, public education, and inspection services to protect life, property, and the environment.

MAJOR DUTIES

- Directs, supervises, and reviews the activities of firefighting personnel on an assigned shift performing hazmat control, rescue, first aid, public education, fire inspection, fire prevention, and firefighting functions.
- Assumes responsibility for firefighting, training or maintenance as assigned by the Division Chief of Operations.
- Provides for presentations and training for community groups in fire prevention, safety, first aid, CPR, and related subjects.
- Serves as IC or other command staff positions when assigned
- Supervises the testing, maintenance repair of department vehicles, apparatus and equipment.
- Inspects quarters, personnel and equipment; evaluates the performance of subordinates.
- Participates in and directs in-service training programs; attends and conducts training sessions and drills; supervises and participates in the daily physical fitness program.
- Supervises and conducts fire inspections; performs pre-fire planning and maintains related records.
- Supervises and performs building maintenance.

- Responds to emergency calls for assistance; conducts size-up and incident command duties; operates all fire and emergency equipment and components; directs firefighting activities until relieved by a superior officer.
- Supervises and conducts fire investigations.
- Makes recommendations to the Division Chief of Operations in matters related to personnel, apparatus, equipment, rules and regulations.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of modern firefighting techniques and equipment.
- Knowledge of modern EMS techniques and equipment.
- Knowledge of laws and regulations relating to the control and prevention of fires.
- Knowledge of department and city policies and procedures, and federal, state, and local laws and regulations.
- Knowledge of the boundaries and geography of the city and county.
- Knowledge of hazardous materials identification and incident mitigation standards.
- Knowledge of management and supervisory principles and practices.
- Knowledge of computers and job-related software programs.
- Knowledge of the capabilities and uses of emergency vehicles and equipment.
- Knowledge and Skill in incident command and management
- Skill in operating emergency vehicles and equipment.
- Skill in the supervision of personnel.
- Skill in the use of radio/communications equipment.
- Skill in planning, organization, and decision making.
- Skill in public speaking and public relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Division Chief of Operations assigns work in terms of department goals and objectives and reviews work through conferences, reports, and observation of department activities.

GUIDELINES

Guidelines include department standard operating procedures, city ordinances and policies, mutual aid agreements, NFPA standards, the state building and fire code, International Fire, Building, and Mechanical Codes, and federal, state, and local laws. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied supervisory and technical duties. The necessity of supervising and participating in work performed in life-threatening situations contributes to the complexity of the work.
- The purpose of this position is to supervise the effective delivery of fire and emergency response services to the public. Successful performance helps ensure the provision of fire department services to protect the safety of life and property.

CONTACTS

- Contacts are typically with other emergency services organizations, law enforcement personnel, media representatives, business owners, elected and appointed officials, and the general public.
- Contacts are typically to give or exchange information, resolve problems, provide services, and motivate personnel.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

FREQUENTLY

- Standing: Dynamic standing, raising ladders, operating a hose, clearing debris, inspecting equipment, sweeping or mopping, power washing
- Walking: Walking from and to truck or engine multiple times at fire or accident scenes. Walking on rough ground or uneven surfaces. When working in fire scenes that have no pavement or smooth surfaces, working on surfaces strewn with debris.
- Twist or Turn: Removing and replacing protective gear, tools and equipment from the truck; removing, deploying and replacing ground ladders; moving or removing furniture or other obstacles.
- Reaching Waist to Shoulder: Pulling hoses off of truck or engine; carrying/using axes or other tools; moving or removing furniture or other obstacles; retrieving and storing items and supplies.
- Handling/grasping: Using tools, hoses, first aid cases, ladders, protective gear, backboards; removing victims; sweeping, mopping.

OCCASIONALLY

- Running: Running from truck or engine to fire or accident scene with tools, equipment, fan or other items; running to pull a dry hose; running to transport a victim on a backboard; running up or down a staircase.
- Sitting: Riding in a truck or engine to and from a fire or accident scene.
- Driving: If assigned to drive equipment to and from a fire or accident scene.
- Balance: When climbing ladders or stairs, suppressing fires at or near rooftops or several stories above ground, walking or running on wet or muddy surfaces, carrying victims.

Firefighter Job Function Analysis

- Work at Heights: When suppressing fires at or near rooftops or several stories above ground, climbing/standing on a ladder, standing on top of parked equipment.
- Climb Stairs or Ladders: Deploying and climbing a ground or aerial ladder to enter a building or suppress a fire; climbing stairs in a building to reach sources of fires or to access and retrieve victims.
- Bend/Stoop: Unwinding hoses, laying a hose, coupling and uncoupling a hose, mopping a floor, dismantling a vehicle, unpacking and repacking medical equipment and supplies.
- Crouch/Squat: Unwinding hoses, pulling hose, coupling and uncoupling a hose, administering first aid to a victim.
- Crawl/Kneel: Crawl on the floor or through wreckage to access a victim; kneeling to unwind hoses, lay/pull hose, coupling and uncoupling a hose, administering first aid to a victim.
- Awkward Positions: Reaching over or under wreckage or debris to reach and remove a victim, administer first aid to a victim, or remove debris and obstacles at an accident or fire scene.
- Reaching Shoulder to Overhead: Climbing up ground or aerial ladders, hoisting ground ladders onto shoulder, pulling up to enter a truck or engine, swinging an ax or a sledgehammer overhead.
- Reaching Floor to Waist: Holding/carrying ground ladders with other firefighters, putting on boots and pants, picking up hoses from ground, shoveling debris.
- Extension/Flexion: Extension: pushing ladders back into trucks or engines, pushing on internal or external doors in buildings, shoveling debris away at a fire or VMA scene; flexion: retrieving hoses, grasping ground ladders below waist.
- Power Grasping: Moving/pulling/operating a charged hose, breaching a wall, hanging on to ladder rungs after strenuous exercise.
- Finger/Feel: Adjusting oxygen and mask, putting on and removing protective gear, writing reports, typing on a computer, using self-contained breathing apparatus.
- Operate Foot Control: If assigned to drive equipment.
- The work is typically performed in an office and at emergency scenes. The employee may be exposed to noise, machinery with moving parts, contagious or infectious diseases, or irritating chemicals. The work may be performed outdoors and occasionally in cold or inclement weather. The work may require the use of protective devices such as masks, goggles, or gloves.
- The employee must be able to drive an assigned vehicle.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

The position has direct supervision over an assigned shift of personnel.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of an associate's degree in a course of study related to the occupational field.
- Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the division/department in order to direct and coordinate work within the division/department, usually interpreted to require five to seven years of related experience
- Possession of a valid class B driver's license issued by the State of Wyoming.
- Ability to meet current requirements set forth by the National Fire Protection Association and the certification standards as established by the Wyoming State Fire Marshal's Office.
- Command and Control of Fire Department Operations at Target Hazards or Command and Decision Making at Multiple Alarm Incidents from the NFA Incident Management Curriculum or equivalent
- NFA Management of Emergency Medical Services or equivalent

CERTIFICATION MAINTENANCE REQUIREMENTS

- Wyoming Fire Officer II
- Wyoming Fire Service Instructor II
- Wyoming Firefighter II
- Wyoming Fire Apparatus Operator, Pumper and Aerial with 2 years applied driving experience
- Defensive Driving
- Wyoming Hazardous Materials Technician
- Wildland Engine Operator Red Card
- EMT Basic
- ICC Fire Inspector I

All the terms, conditions and benefits of employment with the City are subject to change at any time, except insofar as such may be covered by a legally binding collective bargaining agreement or Civil Service statutes.



Division Chief of Community Risk Reduction Fire Marshal

FD/3

Fire Department

The City of Sheridan's core values are what define us both as individuals and as a collective group of people. We've selected these five values to emphasize the leadership role that every employee has in working as part of a team of teams, whether those teams are in another department within the City or at the County, State, or National level. These values are paramount to meeting the mission of the City. The values are Make a Difference, Take Initiative, Build Trust, Show Optimism, and Promote Teamwork.

JOB SUMMARY

This position is responsible for managing the operational delivery of Community Risk Reduction services. This position develops, supervises and participates in the Departments Fire Code Inspection schedules, Public Education, Juvenile Fire Setter and Origin and Cause Investigation programs.

MAJOR DUTIES

- Develops and Manages Fire Prevention Strategic Direction for the City of Sheridan and Sheridan Fire-Rescue, aka Community Risk Reduction.
- Manages and delivers departmental training for Fire Inspection, Pre-planning, Fire Protection Systems, Public Education and Fire Investigation.
- Manages and conducts fire code compliance inspections for buildings and fire protection systems.
- Participates in City Committees that assist developers in planning for future developments.
- Responds to emergency incidents and participates at all levels from command to operations.
- Manages and conducts acceptance testing and fire code compliance inspections for building and fire protection systems.
- Manages Origin and Cause investigations.
- Prepares written and multimedia reports and presentations.

- Represents the department at meetings, conferences, and seminars.
- Attends training sessions to increase or maintain knowledge and certifications in the field of service.
- Trains, assigns, supervises, evaluates, and disciplines personnel.
- Performs the duties of the Fire Chief in their absence.
- Performs other related duties as assigned.

KNOWLEDGE/SKILLS REQUIRED BY THE POSITION

- Knowledge of modern firefighting techniques and equipment.
- Knowledge of Community Risk Reduction practices.
- Knowledge of Origin and Cause Investigation techniques.
- Knowledge of Plans Review for Fire and Life Safety.
- Knowledge of adopted Code Sets, local ordinances, and local zoning practices
- Knowledge of laws and regulations relating to the control and prevention of fires.
- Knowledge of structural, electrical, heating, air conditioning, and water systems in buildings
- Knowledge of management and supervisory principles and practices.
- Knowledge of department and city policies and procedures and federal, state, and local laws and regulations.
- Knowledge of the boundaries and geography of the city.
- Knowledge of municipal water supplies and hydraulic calculations.
- Knowledge of the capabilities and uses of emergency vehicles and equipment.
- Skill in the use of computers, common operating systems and peripherals.

- Skill in the use of radio/communications equipment.
- Skill in the supervision of personnel.
- Skill in planning, organization, and decision making.
- Skill in public speaking and public relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Fire Chief assigns work in terms of department goals and objectives and reviews work through conferences, reports, and observation of department activities.

GUIDELINES

Guidelines include city mission and value statements, department mission and value statements, department standard operating procedures, city ordinances and policies, mutual aid agreements, the state building and fire code, NFPA and model codes, and federal, state, and local laws. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied administrative and technical duties. The necessity of supervising and participating in work performed in life-threatening situations contributes to the complexity of the work. Successful performance helps ensure the effective operation of the department and the control and prevention of fire and other emergency situations.

CONTACTS

- Contacts are typically with co-workers, other city employees, law enforcement personnel, elected officials, the general public, business owners, contractors, developers, and fire and rescue personnel from state, local and federal agencies.
- Contacts are typically to give or exchange information, resolve problems, provide services, motivate personnel, and negotiate or settle matters.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently standing, stooping, walking, bending, or crouching. The employee occasionally lifts light and heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, and must be able to distinguish between shades of color.
- The work is typically performed in an office and at emergency scenes. The employee may be exposed to noise, machinery with moving parts, contagious or infectious diseases, or irritating chemicals. The work may be performed outdoors and occasionally in cold or inclement weather. The work may require the use of protective devices such as masks, goggles, or gloves.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

Develop and manage the Department's Inspection and Community Risk Reduction programs.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of an associate's degree in a course of study related to the occupational field such as fire science, fire protection, fire protection engineering, management, public administration, business, etc. or an equivalent level of education and experience.
- Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the division/department in order to direct and coordinate work within the division/department, usually interpreted to require five years of related experience.
- Possession of a valid driver's license for the type of vehicle or equipment operated.
- Must have a minimum of 3 years managing operations at the shift level.
- Ability to meet current requirements set forth by the National Fire Protection Association, the standards as established by the Wyoming State Fire Marshal's Office and the Sheridan Fire Civil Service Commission.

CERTIFICATIONS

- Wyoming Fire Officer II
- Fire Service Instructor II
- Hazardous Materials Technician
- Wyoming EMT Basic
- Wyoming Fire Apparatus Driver Operator
- ICC Fire Inspector II
- ICS 100, 200, 300, 700
- Wildland Engine Operator Red Card.
- Wyoming Fire Officer III and Fire Service Instructor III within 12 months of hire or promotion.

All the terms, conditions and benefits of employment with the City are subject to change at any time, except insofar as such may be covered by a legally binding collective bargaining agreement or Civil Service statutes.



Division Chief of Operations

Fire Department

FD/2

The City of Sheridan's core values are what define us both as individuals and as a collective group of people. We've selected these five values to emphasize the leadership role that every employee has in working as part of a team of teams, whether those teams are in another department within the City or at the County, State, or National level. These values are paramount to meeting the mission of the City. The values are Make a Difference, Take Initiative, Build Trust, Show Optimism, and Promote Teamwork.

JOB SUMMARY

This position is responsible for managing the operational delivery of all fire, rescue, and other emergency response services. This position is also responsible for developing and supervising training.

MAJOR DUTIES

- Manages and delivers departmental training for fire and rescue service areas.
- Responds to emergency incidents and participates at all levels from command to operations.
- Conducts fire code compliance inspections for building and fire protection systems.
- Prepares written and multimedia reports and presentations.
- Represents the department at meetings, conferences, and seminars.
- Attends training sessions to increase or maintain knowledge and certifications in the field of service.
- Trains, assigns, supervises, evaluates, and disciplines personnel.
- Performs the duties of the Fire Chief in their absence.
- Performs other related duties as assigned.

KNOWLEDGE/SKILLS REQUIRED BY THE POSITION

- Knowledge of modern firefighting techniques and equipment.
- Knowledge of modern Emergency Medical System (EMS) techniques and equipment.

- Knowledge of laws and regulations relating to the control and prevention of fires.
- Knowledge of laws and regulations relating to EMS.
- Knowledge of hazardous materials identification and incident mitigation standards.
- Knowledge of management and supervisory principles and practices.
- Knowledge of department and city policies and procedures and federal, state, and local laws and regulations.
- Knowledge of the boundaries and geography of the city.
- Knowledge of municipal water supplies and hydraulic calculations.
- Knowledge of the capabilities and uses of emergency vehicles and equipment.
- Skill in the use of computers, common operating systems and peripherals.
- Skill in the use of radio/communications equipment.
- Skill in the supervision of personnel.
- Skill in planning, organization, and decision making.
- Skill in public speaking and public relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Fire Chief assigns work in terms of department goals and objectives and reviews work through conferences, reports, and observation of department activities.

GUIDELINES

Guidelines include city mission and value statements, department mission and value statements, department standard operating procedures, city ordinances and policies, mutual aid agreements, the state building and fire code, NFPA and model codes, and federal, state, and local laws. These guidelines require judgment, selection, and interpretation in application.

COMPLEXITY/SCOPE OF WORK

The work consists of varied administrative and technical duties. The necessity of supervising and participating in work performed in life-threatening situations contributes to the complexity of the work. Successful performance helps ensure the effective operation of the department and the control and prevention of fire and other emergency situations.

CONTACTS

- Contacts are typically with co-workers, other city employees, law enforcement personnel, elected officials, the general public, business owners, contractors, developers, and fire and rescue personnel from state, local and federal agencies.
- Contacts are typically to give or exchange information, resolve problems, provide services, motivate personnel, and negotiate or settle matters.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently standing, stooping, walking, bending, or crouching. The employee occasionally lifts light and heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, and must be able to distinguish between shades of color.
- The work is typically performed in an office and at emergency scenes. The employee may be exposed to noise, machinery with moving parts, contagious or infectious diseases, or irritating chemicals. The work may be performed outdoors and occasionally in cold or inclement weather. The work may require the use of protective devices such as masks, goggles, or gloves.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

The position has direct supervision over Battalion Chiefs (3).

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of an associate's degree in a course of study related to the occupational field such as fire science, fire protection, fire protection engineering, management, public administration, business, etc. or an equivalent level of education and experience.
- Experience sufficient to thoroughly understand the diverse objectives and functions of the subunits in the division/department in order to direct and coordinate work within the division/department, usually interpreted to require five years of related experience.
- Possession of a valid driver's license for the type of vehicle or equipment operated.
- Must have a minimum 3 years managing operations at the shift level.
- Ability to meet current requirements set forth by the National Fire Protection Association, the standards as established by the Wyoming State Fire Marshal's Office and the Sheridan Fire Civil Service Commission.

CERTIFICATIONS

- Wyoming Fire Officer II
- Fire Service Instructor II
- Hazardous Materials Technician
- Wyoming EMT Basic

- Wyoming Fire Apparatus Driver Operator
- ICC Fire Inspector II
- ICS 100, 200, 300, 700
- Wildland Engine Operator Red Card.
- Wyoming Fire Officer III and Fire Service Instructor III within 12 months of hire or promotion.

All the terms, conditions and benefits of employment with the City are subject to change at any time, except insofar as such may be covered by a legally binding collective bargaining agreement or Civil Service statutes.



CITY OF SHERIDAN, WYOMING

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

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

Planning

MEMORANDUM

RE: Discussion of PL-25-7, Resolution 14-25, Riverstone Park Phase II Subdivision Final Plat - City Planner Kelly Schroeder

From: Kelly Schroeder, Planning Director

To: City Council

CC:

Date: 04/29/2025

Recommendation:

Staff are waiting for a recommendation from the Planning Commission regarding PL-25-7, Resolution 14-25, Riverstone Park Phase II Subdivision final plat. The applicant, StoneMill Properties LLC, is requesting to subdivide 98.41 acres into 39 lots. Zoned GD Gateway District. Located on Dovetail Ln.

Background:

Dowl, on behalf of StoneMill Properties, LLC, has submitted an application for Riverstone Park Phase II major subdivision, located at 1150 Dovetail Lane (PIN 56840910000121). The subject property is currently platted as The Villages Phase II Subdivision Tract 1A and is 98.41 acres in size. It is zoned Gateway District and is located in the Villages Master Plan area. The applicant seeks to divide the property into 39 lots, 37 of which will be single-family residential lots. The remaining two lots fall within the Commercial and Mixed-Use areas of the Villages Master Plan and will be part of future development projects. The 37 single-family lots range from approximately 8,000 square feet to approximately 15,000 square feet in size. The proposed subdivision will also include an extension of Dovetail Lane, the addition of Timberland Drive, and a cul-de-sac to be known as Kearny Court.

Discussion:

Planning Items

The proposed development is primarily located within the Residential area of the Villages Master Plan. Permitted uses in this area include a variety of housing types, educational facilities, and accessory uses. Allowable density is determined by the proposed building type. In the case of single-family detached homes as this development proposes, the gross density shall be 5 units per acre maximum. This area of the subdivision is 10.66 acres, which means there can be a maximum of 53 single-family detached lots. The proposed number of 37 single-family lots is well within this limit. Setback requirements are 15 feet from the front, 5 feet from the sides, and 15 feet from the rear and will apply at the time of a building permit application.

The City of Sheridan subdivision regulations require that open space be provided for major residential subdivisions. The Villages Master Plan outlines a parks and open space concept for the entire area that will result in 21.3 acres of open space to be met through a combination of city parks, pathways, and other areas. No open space will be dedicated with this plat of Riverstone Park Phase II subdivision, however, the proposed future city park area will be dedicated with the next subdivision as indicated on the final plat.

The Future Land Use Map indicates that this area is ideal for a combination of commercial and residential

development. The Future Land Use Plan also describes a set of guiding principals for new development related to transportation, open space, commercial nodes, and housing. Being part of the Gateway District, a master plan was required for this area that details the long-term vision for development. The Villages Master Plan for this area was adopted in April 2024 and illustrates a development concept that is designed to incorporate a variety of uses that are well connected to transportation networks and that will preserve the community character, natural space, and scenic vistas of the north end of Sheridan. The proposed development adheres to the objectives outlined in the Future Land Use Plan as well as the vision detailed throughout the Villages Master Plan.

Engineering Items

The Riverstone Park Phase II Subdivision is the third phase of a subdivision within *The Villages Master Plan* area. *The Villages Master Plan* included a traffic report that has been reviewed and approved by WYDOT and the City of Sheridan. Riverstone Park Phase II aligns with the assumptions made in the traffic report.

Dovetail Lane will be extended 1100 LF and will be a 39 foot wide road with sidewalk on both sides, Kearny Court will be 350 LF and be a 36 foot wide road with sidewalk on both sides and will terminate with a 60' radius cul-de-sac right-of-way, and Timberland Drive will be a 36 foot wide road and will provide future access to a future phase. All proposed streets will have a 60-foot wide right-of-way (ROW).

Public Notices & Hearings

Planning Commission held a public hearing for the Preliminary Plat of Riverstone Phase II subdivision on February 10, 2025. No members of the public provided comment. The Commission asked some clarifying questions regarding the alignment of Dovetail Lane. Planning Commission then voted unanimously in favor of approving the preliminary plat of Riverstone Park Phase II subdivision, allowing the applicant to move forward with submitting a final plat for further review and approval by City Council.

Staff sent notices to 26 nearby property owners and published a legal ad in the Sheridan Press with information about the project and the public hearing. A public notice sign was also posted on the property. To date, staff has received no questions or comments regarding the proposed development.

Findings

The City of Sheridan Municipal Code Appendix B, Section 202A Review of City Subdivision Conditions lists the following criteria for subdivisions of land located within the City. City staff comments regarding the proposed subdivision in relation to these requirements are in italics.

- A. The City shall not approve any proposed subdivision of land which, by itself, or as a part of a larger tract, is contiguous to or completely surrounded by the boundaries of the City, unless the application is accompanied by a properly-acknowledged petition for annexation to the City.

This property falls completely within the city limits, so this condition does not apply.

- B. Every plat shall conform to the Zoning Ordinance currently adopted at the time of final plat approval.

The proposed subdivision conforms to the Zoning Ordinance.

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

This proposed subdivision is outside the Airport influence area.

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

Water and sewer will be extended throughout the subdivision and provided to all lots.

Staff Recommendation

Staff recommends that Planning Commission find that the application PL-25-7 Riverstone Park Phase II subdivision is in accordance with the City of Sheridan Municipal Code Appendix B, Section 202A governing subdivision review criteria, and that the Commission recommend approval of the subdivision to City Council.

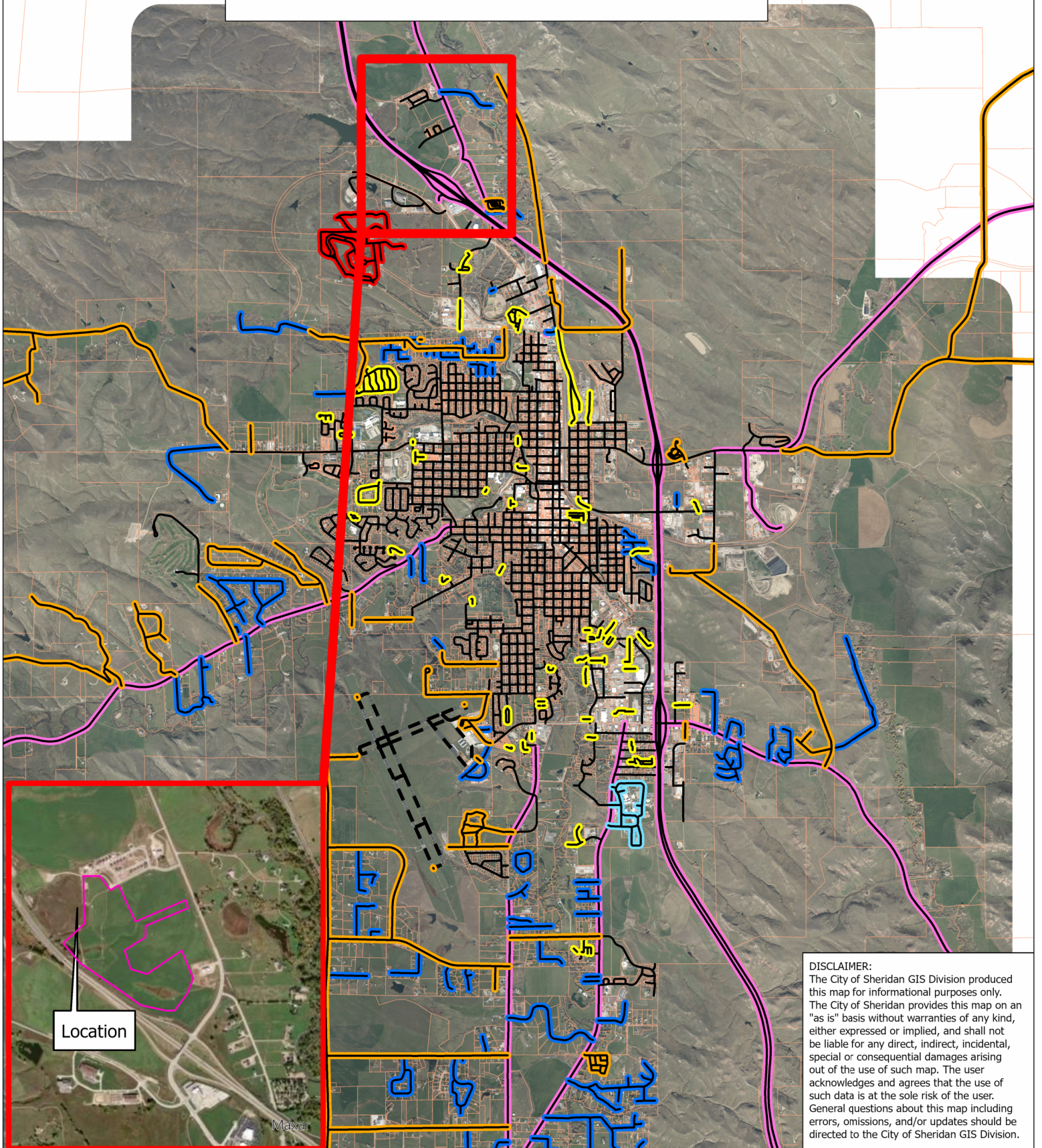
Attachments

Aerial

Final Plat

Draft Resolution

Riverstone Park Phase II



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.



RIVERSTONE PARK PHASE II SUBDIVISION
FINAL PLAT

A RESUBDIVISION OF TRACT 1A OF THE VILLAGES PHASE II SUBDIVISION
AND LOCATED IN THE NE¼ OF SECTION 9, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH PRINCIPLE MERIDIAN.
CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING

DECLARATION VACATING PREVIOUS PLATTING

THIS PLAT IS THE RESUBDIVISION OF TRACT 1 OF THE VILLAGES PHASE II SUBDIVISION, AS RECORDED PLAT V, NUMBER 23, IN THE RECORDS OF THE SHERIDAN COUNTY CLERK. ALL EASEMENTS OR PORTIONS THEREOF ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE HEREBY VACATED.

OWNER

STONEMILL PROPERTIES, LLC
1150 DOVETAIL LANE
SHERIDAN, WYOMING, 82801

DEDICATION AND LEGAL DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED STONEMILL PROPERTIES, LLC, BEING THE OWNER, PROPRIETOR OR PARTIES OF INTEREST IN THE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY.

THAT THE FORGOING PLAT DESIGNATED AS RIVERSTONE PARK PHASE II, IS LOCATED IN SECTION 9, TOWNSHIP 56 NORTH, RANGE 84 WEST, CITY OF SHERIDAN, SHERIDAN COUNTY WYOMING, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 9; THENCE S 19°0'32" E, 964.32 FEET, TO A POINT ON THE WEST RIGHT OF WAY OF DECKER ROAD (AKA STATE HIGHWAY 338), AND THE TRUE POINT OF BEGINNING;
THENCE ALONG SAID WEST RIGHT OF WAY S 22°22'10" E, 150.00 FEET; THENCE LEAVING SAID RIGHT OF WAY, S 67°37'50" W, 541.50 FEET; THENCE S 50°36'47" W, 226.14 FEET; THENCE S 63°13'38" W, 448.56 FEET; THENCE 156.59 FEET THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 60°34'59", A CHORD BEARING OF S 08°33'30" W, AND A CHORD LENGTH OF 151.31 FEET; THENCE S 28°52'59" E, 314.71 FEET; THENCE 447.91 FEET THROUGH A CURVE TO THE LEFT, HAVING A RADIUS OF 1033.00 FEET, A CENTRAL ANGLE OF 24°50'37", A CHORD BEARING OF S 48°41'42" W, AND A CHORD LENGTH OF 444.41 FEET; THENCE S 36°16'24" W, 121.24 FEET; THENCE S 53°43'36" E, 66.00 FEET; THENCE N 36°16'24" E, 121.24 FEET; THENCE 456.92 FEET, THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 967.00 FEET, A CENTRAL ANGLE OF 27°04'24", A CHORD BEARING OF N 49°48'36" E, AND A CHORD LENGTH OF 452.68 FEET; THENCE N 63°20'48" E, 641.35 FEET; THENCE S 22°36'02" E, 642.57 FEET, TO THE NORTHWEST CORNER OF LOT 1, WRENCH RANCH PROPERTIES THIRD DEVELOPMENT, PHASE ONE; THENCE ALONG THE WEST LINE OF SAID LOT 1 THROUGH A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 545.88 FEET, A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 52°07'39", A CHORD BEARING OF S 3°42'19" W, AND A CHORD LENGTH OF 527.25 FEET; THENCE ALONG THE WEST LINE OF LOT 2 OF SAID SUBDIVISION, S 29°44'09" W, 686.87 FEET, TO A POINT ON THE EAST RIGHT OF WAY OF INTERSTATE 90; THENCE ALONG SAID RIGHT OF WAY, S 17°36'11" W, 29.98 FEET; THENCE N 72°23'12" W, 317.23 FEET; THENCE 668.94 FEET THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 2400.00 FEET, A CENTRAL ANGLE OF 15°58'11", A CHORD BEARING OF N 64°24'06" W, AND A CHORD LENGTH OF 666.77 FEET; THENCE N 53°43'25" W, 938.67 FEET; THENCE 919.04 FEET THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 5550.12 FEET, A CENTRAL ANGLE OF 9°29'15", A CHORD BEARING OF N 48°58'45" W, AND A CHORD LENGTH OF 917.99 FEET; THENCE LEAVING SAID RIGHT OF WAY, N 46°57'09" E, 639.11 FEET, ALONG THE SOUTH BOUNDARY LINE OF THE CITY OF SHERIDAN'S DOUBLEDAY SPORTS COMPLEX; THENCE NORTH N 00°00'01" E, 1007.12 FEET; THENCE N 89°25'31" E, 383.38 FEET; THENCE 156.24 FEET THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 139.98 FEET, A CENTRAL ANGLE OF 63°57'00", A CHORD BEARING OF S 58°36'08" E, AND A CHORD LENGTH OF 148.26 FEET; THENCE S 26°38'08" E, 97.62 FEET; THENCE 47.12 FEET THROUGH A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.01 FEET, A CENTRAL ANGLE OF 89°57'32", A CHORD BEARING OF S 18°22'09" W, AND A CHORD LENGTH OF 42.43 FEET; THENCE S 26°37'51" EAST, 60.00 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY OF DOVETAIL LANE; THENCE ALONG SAID RIGHT OF WAY, N 63°25'53" E, 150.00 FEET, TO THE NORTHWEST CORNER OF TRACT 2 OF THE VILLAGES PHASE II; THENCE ALONG THE WEST LINE OF SAID TRACT 2 S 28°37'51" E, 850.73 FEET; THENCE ALONG THE SOUTH LINE OF SAID TRACT 2, N 63°22'09" E, 524.36 FEET; THENCE N 63°22'09" E, 258.45 FEET; THENCE N 67°37'50" E, 541.50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.
CONTAINING 98.41 ACRES, MORE OR LESS

AND THAT THIS SUBDIVISION, AS IT IS DESCRIBED AND AS IT APPEARS ON THIS PLAT, IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S); AND THAT THIS IS A CORRECT PLAT OF THE AREA AS IT IS DIVIDED INTO LOTS, BLOCKS, STREETS, AND EASEMENTS

AND THAT UTILITIES EASEMENTS, AS DESIGNATED ON THIS SUBDIVISION PLAT, WHICH MORTGAGE WAS FILED WITH THE CLERK OF SHERIDAN COUNTY AND EX-OFFICIO RECORDER OF DEEDS IN DOCUMENT #2022-777449, MORTGAGEE, BY SIGNATURE ON THIS PLAT, CONSENTS TO THE DEDICATIONS MADE HEREIN AND SPECIFICALLY RELEASES ALL STREETS, ALLEYS, PARKS, EASEMENTS, OPEN SPACES AND OTHER AREAS DEDICATED TO THE CITY OF SHERIDAN FOR PUBLIC USE, AS LISTED AND DESCRIBED ON THIS PLAT, FROM THE AFOREMENTIONED MORTGAGE.

ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING ARE HEREBY WAIVED AND RELEASED.

EXECUTED THIS _____ DAY OF _____, 2025. BY:

StoneMill Properties, LLC

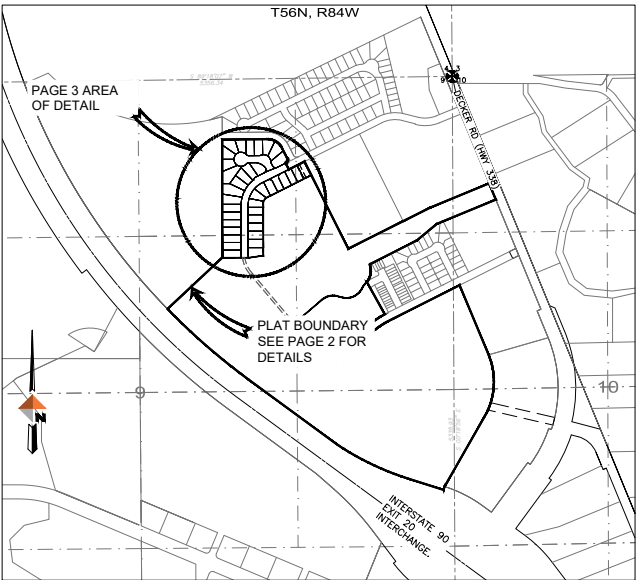
By: Swoyne Redinger, Member

STATE OF WYOMING)
COUNTY OF SHERIDAN)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2025.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES: _____

NOTARY PUBLIC



BASIS OF BEARING

NAD83 WYOMING STATE PLANE COORDINATE SYSTEM; EAST CENTRAL ZONE; PAF 1.000235

ZONING

GATEWAY DISTRICT, LOCATED WITHIN THE VILLAGES MASTER PLAN

WATER RIGHTS

THERE ARE NO WATER RIGHTS ASSOCIATED WITH THIS PROPERTY

APPROVAL OF MORTGAGEE

THE UNDERSIGNED, FIRST NORTHERN BANK OF WYOMING, HEREINAFTER MORTGAGEE, HOLDS A MORTGAGE IN AND TO THE PROPERTY EMBRACED BY THIS SUBDIVISION PLAT, WHICH MORTGAGE WAS FILED WITH THE CLERK OF SHERIDAN COUNTY AND EX-OFFICIO RECORDER OF DEEDS IN DOCUMENT #2022-777449, MORTGAGEE, BY SIGNATURE ON THIS PLAT, CONSENTS TO THE DEDICATIONS MADE HEREIN AND SPECIFICALLY RELEASES ALL STREETS, ALLEYS, PARKS, EASEMENTS, OPEN SPACES AND OTHER AREAS DEDICATED TO THE CITY OF SHERIDAN FOR PUBLIC USE, AS LISTED AND DESCRIBED ON THIS PLAT, FROM THE AFOREMENTIONED MORTGAGE.

BY: _____

TITLE: _____

STATE OF WYOMING)
COUNTY OF SHERIDAN)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2025.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

CERTIFICATE OF APPROVAL

THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS AND PROCEDURES OUTLINED IN THE SUBDIVISION REGULATIONS OF THE CITY OF SHERIDAN AND CERTIFIED THIS _____ DAY OF _____, 2025.

DIRECTOR OF PUBLIC WORKS

APPROVED BY THE CITY COUNCIL OF THE
CITY OF SHERIDAN, WYOMING THIS _____ DAY OF _____, 2025.

ATTEST: CITY CLERK

MAYOR

CERTIFICATE OF CITY PLANNING COMMISSION

THIS PLAT REVIEWED BY THE CITY OF SHERIDAN PLANNING COMMISSION THIS _____ DAY OF _____, 2025.

ATTEST: VICE-CHAIRMAN

CHAIRMAN

CERTIFICATE OF RECORDER

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT _____ O'CLOCK _____, THIS _____ DAY OF _____, 2025.

AND IS DULY RECORDED AS PLAT _____, NUMBER _____

DOCUMENT #:

COUNTY CLERK

LAND SURVEYOR CERTIFICATE

I, TAD R. ROSENBLUM, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF RIVERSTONE PARK PHASE II SUBDIVISION, AS Laid OUT, PLATTED, DEDICATED AND SHOWN HEREON; THAT THIS PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY CONDUCTED BY ME OR UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF SAID SUBDIVISION IN COMPLIANCE WITH CITY OF SHERIDAN REGULATIONS GOVERNING THE SUBDIVISION OF LAND.



REVISIONS		DESCRIPTION	BY
REV	DATE	DESCRIPTION	BY
1	3/13/25	FINAL PLAT	TRR
2	4/14/25	FINAL PLAT REVISIONS	TRR

DOWL
www.dowl.com
1833 S. Sheridan Ave.
Sheridan, Wyoming 82801
307-972-8006

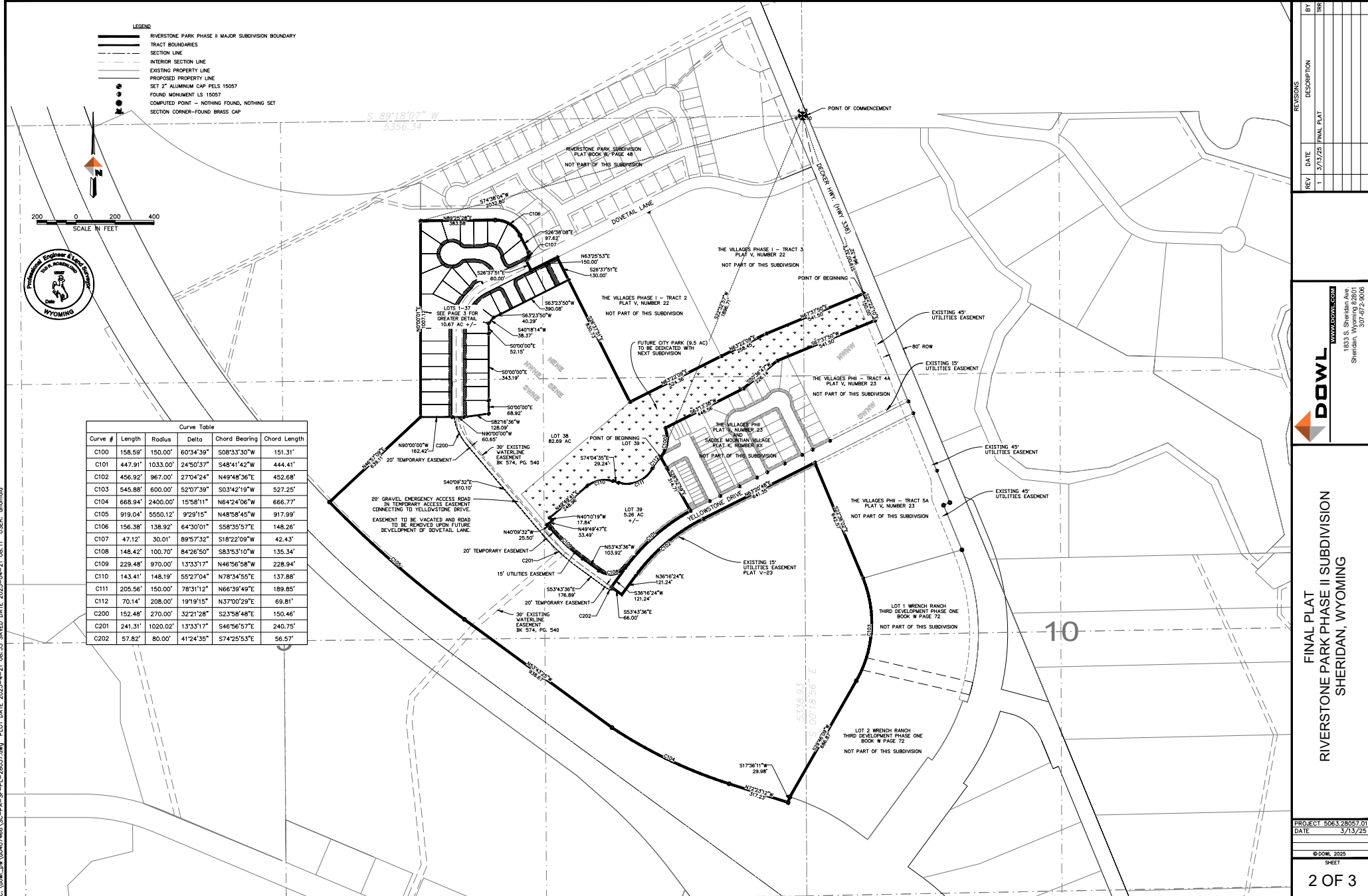
FINAL PLAT
RIVERSTONE PARK PHASE II SUBDIVISION
SHERIDAN, WYOMING

PROJECT 5063.28057.01
DATE 4/14/25

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SHEET

1 OF 3

C:\dow\lpa\26057\26057.dwg PLOT DATE 2025-04-21 08:11 USER: dromos



LEGEND
RIVERSTONE PARK PHASE II MAJOR SUBDIVISION BOUNDARY
TRACT BOUNDARIES
SECTION LINE
INTERIOR SECTION LINE
EXISTING PROPERTY LINE
PROPOSED PROPERTY LINE
SET 2" ALUMINUM CAP PELS 15057
FOUND MONUMENT LS 15057
COMPUTED POINT - NOTHING FOUND, NOTHING SET
SECTION CORNER-FOUND BRASS CAP

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C100	158.59'	150.00'	60°34'39"	S08°33'30"W	151.31'
C101	447.91'	1033.00'	24°50'37"	S48°41'42"W	444.41'
C102	456.92'	967.00'	27°04'24"	N49°48'36"E	452.68'
C103	545.88'	600.00'	52°07'39"	S03°42'19"W	527.25'
C104	668.94'	2400.00'	15°58'11"	N64°24'06"W	666.77'
C105	919.04'	5550.12'	9°29'15"	N48°58'45"W	917.99'
C106	156.38'	138.92'	64°30'01"	S58°35'57"E	148.26'
C107	47.12'	30.01'	89°57'32"	S18°22'09"W	42.43'
C108	148.42'	100.70'	84°26'50"	S83°53'10"W	135.34'
C109	229.48'	970.00'	13°33'17"	N46°56'58"W	228.94'
C110	143.41'	148.19'	55°27'04"	N78°34'55"E	137.88'
C111	205.56'	150.00'	78°31'12"	N66°39'49"E	189.85'
C112	70.14'	208.00'	19°19'15"	N37°00'29"E	69.81'
C200	152.48'	270.00'	32°21'28"	S23°58'48"E	150.46'
C201	241.31'	1020.02'	13°33'17"	S46°56'57"E	240.75'
C202	57.82'	80.00'	41°24'35"	S74°25'53"E	56.57'

PROJECT 5063.28057.01
DATE 3/13/25

© DOW 2025
SHEET

2 OF 3

FINAL PLAT
RIVERSTONE PARK PHASE II SUBDIVISION
SHERIDAN, WYOMING

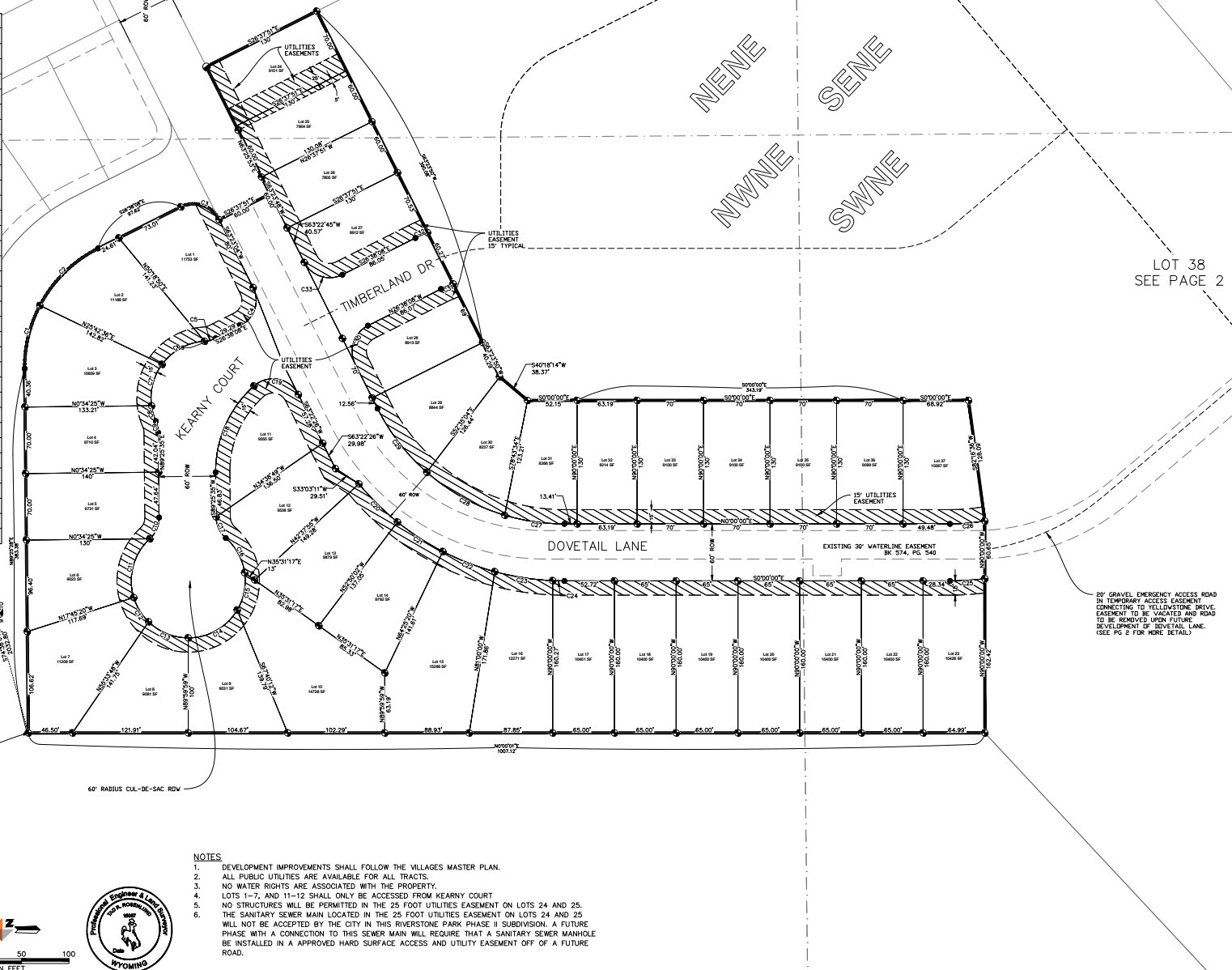
DOWL

WWW.DOWL.CO

1333 S. Sheridan Ave.
Sheridan, Wyoming 82801
307-972-9006

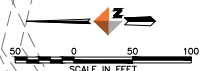
REVISIONS			BY
REV	DATE	DESCRIPTION	
1	3/13/25	FINAL PLAT	THR

Curve Table				
Curve #	Length	Radius	Delta	Chord Bearing
C1	69.15'	140.00'	281°7'53"	S76°25'15"E 68.44'
C2	87.09'	140.00'	35°38'36"	S44°22'01"E 85.70'
C3	47.12'	30.00'	90°00'00"	S18°22'09"W 42.43'
C4	47.12'	30.00'	89°59'26"	N71°37'51"W 42.42'
C5	12.12'	30.00'	23°09'19"	N15°03'29"W 12.04'
C6	52.53'	60.00'	50°09'31"	N28°33'34"W 50.86'
C7	40.93'	60.00'	39°04'58"	N78°08'46"W 40.14'
C8	16.80'	60.00'	16°02'29"	S74°17'31"W 16.74'
C9	12.12'	30.00'	23°09'19"	S77°50'55"W 12.04'
C10	25.23'	30.00'	48°11'23"	N66°28'44"W 24.49'
C11	67.61'	60.00'	64°33'54"	S74°39'59"E 64.09'
C12	30.32'	60.00'	28°57'18"	N58°34'24"E 30.00'
C13	46.18'	60.00'	44°05'44"	N22°02'53"E 45.05'
C14	61.43'	60.00'	58°39'52"	N29°54'21"W 58.78'
C15	40.78'	60.00'	38°56'33"	N78°42'34"W 40.00'
C16	42.50'	60.00'	40°34'58"	S61°31'41"W 41.62'
C17	25.23'	30.00'	48°11'23"	S65°19'53"W 24.49'
C18	102.64'	120.00'	49°00'20"	S66°04'15"E 99.54'
C19	54.95'	30.00'	104°56'31"	S10°54'10"W 47.58'
C20	57.10'	280.00'	11°41'02"	S44°42'33"W 57.00'
C21	57.10'	280.00'	11°41'02"	S33°01'31"W 57.00'
C22	58.74'	280.00'	12°01'12"	S21°10'23"W 58.63'
C23	61.82'	280.00'	12°39'00"	S08°50'18"W 61.69'
C24	12.28'	280.00'	2°30'48"	S01°15'24"W 12.28'
C25	36.76'	277.42'	7°35'28"	S03°46'41"E 36.73'
C26	36.82'	220.00'	9°35'21"	N04°47'41"W 36.78'
C27	63.72'	220.00'	16°35'45"	N08°17'53"E 63.50'
C28	94.37'	220.00'	24°34'39"	N28°53'05"E 93.65'
C29	85.24'	220.00'	22°12'02"	N52°16'25"E 84.71'
C30	47.12'	30.00'	89°59'26"	N71°37'51"W 42.42'
C31	14.00'	120.00'	6°41'04"	N23°17'36"W 13.99'
C32	14.02'	180.75'	4°26'36"	N24°24'17"W 14.01'
C33	46.55'	30.00'	88°54'16"	S17°49'00"W 42.02'



- LEGEND
- FOUND MONUMENT LS 15057
 - SET 2" ALUMINUM CAP - PELS 15057
 - COMPUTED POINT - NOTHING FOUND, NOTHING SET
 - UTILITIES EASEMENT
 - SEBACK LINE
 - SECTION LINE
 - INTERIOR SECTION LINE
 - EXISTING PROPERTY LINE
 - PROPOSED PROPERTY LINE
 - PROPOSED EXTERIOR BOUNDARY
 - EXISTING CONTOUR (2' AND 10' INTERVALS)
 - PROPOSED CONTOUR (2' AND 10' INTERVALS)

- NOTES
- DEVELOPMENT IMPROVEMENTS SHALL FOLLOW THE VILLAGES MASTER PLAN.
 - ALL PUBLIC UTILITIES ARE AVAILABLE FOR ALL TRACTS.
 - NO WATER RIGHTS ARE ASSOCIATED WITH THE PROPERTY.
 - LOTS 1-7, AND 11-12 SHALL ONLY BE ACCESSED FROM KEARNY COURT
 - NO STRUCTURES WILL BE PERMITTED IN THE 25 FOOT UTILITIES EASEMENT ON LOTS 24 AND 25.
 - THE SANITARY SEWER MAIN LOCATED IN THE 25 FOOT UTILITIES EASEMENT ON LOTS 24 AND 25 WILL NOT BE ACCEPTED BY THE CITY IN THIS RIVERSTONE PARK PHASE II SUBDIVISION. A FUTURE PHASE WITH A CONNECTION TO THIS SEWER MAIN WILL REQUIRE THAT A SANITARY SEWER MANHOLE BE INSTALLED IN A APPROVED HARD SURFACE ACCESS AND UTILITY EASEMENT OFF OF A FUTURE ROAD.



REVISIONS

REV	DATE	DESCRIPTION	BY
1	3/13/25	FINAL PLAT	

DOWL

1333 S. Sheridan Ave.
Sheridan, Wyoming 82801
307-672-8006

FINAL PLAT
RIVERSTONE PARK PHASE II SUBDIVISION
SHERIDAN, WYOMING

PROJECT 5063.28057.01
DATE 3/13/25
SHEET
3 OF 3

**CITY OF SHERIDAN
RESOLUTION 14-25**

A RESOLUTION APPROVING PL-25-7, THE FINAL PLAT OF RIVERSTONE PARK PHASE II SUBDIVISION, DIVIDING 98.41 ACRES CURRENTLY PLATTED AS THE VILLAGES PHASE II SUBDIVISION, TRACT A, INTO 39 LOTS WITH A MAJOR SUBDIVISION. ZONED G – GATEWAY DISTRICT AND PART OF THE VILLAGES MASTER PLAN. LOCATED AT 1150 DOVETAIL LANE (PIN 56840910000121).

WHEREAS, The final plat of Riverstone Park Phase II has been reviewed for consistency with Appendix B (Subdivision Regulations) and other applicable City code; and

WHEREAS, all applicable requirements for a final plat have been met and all documents meet applicable requirements in Appendix B (Subdivision Regulations).

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

The city approves the final plat of Riverstone Park Phase II subdivision, dividing 98.41 acres currently platted as The Villages Phase II Subdivision, Tract A, into 39 lots.

In approving the Riverstone Park Phase II subdivision, the City of Sheridan Governing Body finds the following as required by Sheridan City Code Appendix B §202:

1. The property is already within the corporate limits of the City and requires no further action as pertains to annexation.
2. The lots as platted conform to the requirements of the City Zoning Ordinance.
3. The subdivision falls outside the Airport Influence Area.
4. As concluded by Public Works staff, there is adequate long-term water supply to serve this subdivision as of the time of this resolution.

PASSED, APPROVED AND ADOPTED this _____ day of _____ 2025.

City of Sheridan

Richard Bridger, Mayor

ATTEST:

Ashlee Foster, City Clerk



CITY OF SHERIDAN, WYOMING

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

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

Attorney

MEMORANDUM

RE: Discussion of Ordinance 2293 Amending City Code Chapter 9 - Courts, Fines and Imprisonment - City Attorney Brad Thimmesch

From: Brad Thimmesch, City Attorney

To: City Council

CC: City Administrator Stuart McRae

Date: 05/12/2025

Recommendation:

The attached code changes have been reviewed and agreed upon by the City Attorney, City Staff, Current Municipal Court Judges, Sheridan's Police Chief, and the City Prosecuting Attorney. All parties are in agreement that the code revisions reflect current court procedures and State Statute. It is recommended that City Council approve Ordinance 2293 and adopt all Chapter 9 code revisions as outlined.

Background:

City Attorney, Brad Thimmesch, will discuss the needed revisions to the City Code, Chapter 9 as outlined in the attached documents.

Discussion:

Please see the attached memo

Attachments

Memo Ord No 2293

Ordinance No. 2293

Track Changes Version

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MEMORANDUM

To: City of Sheridan
From: Brad Thimmesch
Subject: Ordinance 2293 - City Code Chapter 9 Amendments
Date: May 6, 2025

Mayor and City Council,

After reviewing Chapter 9 of the City Code with the current Municipal Judges and City Prosecutor, City Staff and I found it necessary to amend and update the provisions of Chapter 9 to better match the current procedures of the City and Wyoming State Statutes.

A majority of the changes are formatting such as changing all the references from “police justice” to “Court.” However, the following outlines the changes that were made to update Chapter 9 to the current procedures and state law:

1. 9-1(a) Non-Jailable Offenses
 - a. Incorporated the actual maximum fee a Municipal Court can fine pursuant to W.S. § 15-1-103(a)(xli).
 - b. Made the expungement for violations of Section 19-1.2 automatic in line with W.S. § 14-3-304(d)
2. 9-1(b)(1) Jailable Offenses
 - a. Removed Flee or Attempt to Elude because this violation goes straight to Circuit Court.
 - b. Removed minor jailable offenses because a minor charged with violating a status offense cannot be detained in jail or sentenced to a term of imprisonment, W.S. §§ 5-6-112(a), 113(a).
3. 9-1(c) Probation
 - a. Updated the probation for non-jailable offenses pursuant to W.S. § 5-6-116 and made the language similar for jailable offenses probations.
 - b. The *Generally* terms are in line with W.S. §§ 7-13-304, 305.
4. 9-4 Collection of Fines and Costs, modified to match W.S. § 5-6-111.

5. 9-6 Sheridan Police Department City Ordinance Booklet, reflects the City's procedure for the Municipal Judge to review, review, and approve the Sheridan Police Department City Ordinance Booklet. The old 9-6 – Arrests, is not currently applicable because the officers should have the discretion to arrest and detain any person as provided by state law.
6. 9-7 Bail, updated to match the current procedure of the City Police and detaining officers.
7. 9-9 Forfeiture of Bond, modified to match the current language of Wyoming Rules of Criminal Procedure 3.1.
8. Sections 9-10 through 9-14 were removed because the City no longer maintains a jail and the Municipal Judges did not see a purpose for these sections.
9. 9-16 Juvenile Trial, removed because the Municipal Court tries juvenile defendants at the same time and place as the other defendants.
10. 9-17 Juvenile Probation, renamed to better suit the purpose of the section. (a) was added to reflect the additional authority the Court has with issuing probation for minor defendants pursuant to W.S. § 5-6-114.
11. 9-18 Juvenile Imprisonment, modified to match W.S. §§ 5-6-112(a), 113(a)-(b).
12. 9-26 Posting Bond, Failure to Appear, Bond Forfeitures; Applicability of Surcharges, updated to match Section 9-9 and Wyoming Rules of Criminal Procedure 3.1.

In making this final draft of Ordinance No. 2293, the current Municipal Judges and City Prosecutor were asked to and did review the proposed changes. If you have any further questions or concerns with the proposed Ordinance No. 2293 or any of the changes and modifications to Chapter 9, please do not hesitate to contact me.

YONKEE & TONER, LLP

Brad Thimmesch

Brad M. Thimmesch

CITY OF SHERIDAN
ORDINANCE NO. 2293

AN ORDINANCE AMENDING SHERIDAN MUNICIPAL CODE CHAPTER 9 - COURTS, FINES AND IMPRISONMENT.

WHEREAS, City staff have identified the need for updating and revising the Municipal Court codes to accurately reflect Wyoming State Statute and the City’s Municipal Court Procedures.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SHERIDAN, WYOMING:

Chapter 9 – Courts, Fines and Imprisonment of the Code of the City of Sheridan, Wyoming is hereby amended to read as follows:

Article 9-I - In General

9-1 General Penalty; Continuing Violations

(a) *Non-Jailable Offenses.*

- (1) *Generally.* Any violation of the City Code, ordinance, rule, or regulation promulgated by any officer or agency of the City under authority granted by statute or ordinance is declared unlawful and when no specific penalty is provided therefor, the violation shall constitute a misdemeanor and shall be punishable by a fine of no more than seven hundred and fifty dollars (\$750.00). In addition to any fine ordered, the Court shall assess court costs in the amount of ten dollars (\$10.00). In addition to any fine, community service may be ordered to be performed and credited towards any fine at the prevailing federal minimum wage. Each occurrence of any violation of this code, rule, or regulation shall constitute a separate offense.
- (2) *Punishment for Violation of Section 19-1.2.* The violation of Section 19-1.2 shall constitute a misdemeanor. The conviction of a first (1st) offense is punished by a fine of up to one hundred dollars (\$100.00). A conviction of a second (2nd) offense within six (6) months of the first (1st) is punished by a fine of up to two hundred dollars (\$200.00) and may include up to six (6) months of supervised or unsupervised probation. A conviction of a third (3rd) offense within six (6) months of the second (2nd) conviction is punished by a fine of up to three hundred dollars (\$300.00) and may include up to six (6) months of supervised or unsupervised probation. Additionally, the Court may require any person convicted under this subsection to complete a tobacco education class that is approved by the Court.
- (A) Upon payment of the fine and completion of the probation imposed by Section 9-1(a)(2), criminal conviction(s) for violation of Section 19-1.2 shall be expunged by operation of law from all records of the Court six (6) months after the most recent entry of conviction. For any person whose record of conviction was expunged under this subsection, the conviction is deemed not to have occurred, and the individual may reply accordingly upon any inquiry in the matter. No expungement under this subsection shall be considered for purposes of any other law providing for expungement.

(b) *Jailable offenses.*

- (1) Upon the conviction of any of the following violations, in addition to the penalties set forth in Section 9-1(a), the offender may be punished by imprisonment for a term not exceeding six (6) months:

Alcohol Prohibition Violation	§ 4-4.1(d)
Contempt of Court	Wyo. Rule Crim. Proc. Rule 42(a)(2)(C)
Disorderly Conduct—Resists or Obstructs	§ 19-2(d)(6)
Endangering the Welfare of a Minor	§ 4-7
Interference with an Emergency Proclamation	§ 2-71

- (2) Upon the third (3rd) conviction of any of the following violations, in addition to the penalties set forth in Section 9-1(a), the offender may be punished by imprisonment for a term not exceeding six (6) months:

Aiding and Abetting	§ 9-2
Alcohol Standards	§ 4-5
Cruelty or Neglect of Animals	§ 6-32
Disorderly Conduct (excluding §19-2(d)(6) Resists or Obstructs)	§ 19-2(d)(1)-(5), (7)-(12)
Driver's License Suspend/Revoke	§ 16-14.5
Hit and Run	§ 16-6 adopting W.S. §§ 31-5-1102, 1104
Indecent Exposure	§ 19-13
Public Intoxication	§ 4-2
Larceny by Bailee	§ 19-31
Littering	§ 12-16
Possession of Drug Paraphernalia	§ 19-1.1
Reckless Driving	§ 16-6 adopting W.S. § 31-5-229
Vicious and Aggressive Animal(s)	§ 6-7

(c) *Probation.* After conviction or plea of guilty or nolo contendere, the Court may:

(1) *Probation for Non-Jailable Offenses.* The Court may suspend all or part of the fine for a specified period, not to exceed six (6) months, during which the defendant must meet specified conditions. The conditions imposed shall only require the defendant to conform their conduct to the requirements of the misdemeanor and shall not prohibit lawful conduct.

(A) When suspending a fine, the Court must:

(i) Specify the amount of the fine to be suspended; and

(ii) Specify the conditions the defendant must meet to avoid imposition of the suspended portion of the fine, including the date by which the conditions must be met.

(B) If a defendant fails to comply with the conditions specified, the Court may commence proceedings to impose the suspended portion of the fine during the period of suspension or within thirty (30) days thereafter. If after notice and a hearing the Court determines the defendant failed to comply with the conditions of the suspended fine, the court may proceed to deal with the case as if no suspension of fine had been ordered.

(2) *Probation for Jailable Offenses.* The Court may suspend the imposition or execution of sentence and place the defendant on supervised or unsupervised probation for a specified period not to exceed six (6) months, during which the defendant must meet specified conditions. The conditions imposed shall only require the defendant to conform their conduct to the requirements of the law and shall not prohibit lawful conduct.

(A) When suspending a sentence, the Court must:

(i) Specify the amount of the sentence to be suspended; and

(ii) Specify the conditions the defendant must meet to avoid imposition of the suspended portion of the sentence, including the date by which the conditions must be met.

(B) If a defendant fails to comply with the conditions specified, the Court may commence proceedings to impose the suspended portion of the sentence during the period of suspension or within thirty (30) days thereafter. If after notice and a hearing the Court determines the defendant failed to comply with the conditions of the suspended sentence, the court may proceed to deal with the case as if no suspension of sentence had been ordered.

(3) *Generally.* The Court may:

(i) Modify any condition of probation or suspension of sentence; and

(ii) Reduce, continue, or extend any term or period of probation. However, any such continuance or extension shall not exceed six (6) months.

9-2 Aiders and Abettors

Every person who shall aid or abet the commission of any misdemeanor; in any violation of any City Code, ordinance, rule, or regulation or Court order; or who shall counsel, encourage, hire, command, or otherwise procure such misdemeanor or violation to be committed, shall be deemed accessory before the fact, and may be informed against, tried, and convicted in the same manner as if he or she were a principal, and either before or after the principal offender is convicted, tried or informed against, and upon such conviction he or she shall suffer the same punishment and penalties as are prescribed by ordinance for the punishment of the principal.

Article 9-II - Municipal Court

9-3 Payment of Costs by Malicious Prosecutor

In all prosecutions in the municipal court for violations of the city ordinances prescribing fines or penalties, where the defendant has been acquitted, the informer or prosecutor may, in the discretion of the Court, be adjudged to pay the costs, if it appears to the satisfaction of the Court that the prosecution was instituted vexatiously and maliciously, or without reasonable cause, and judgment shall be so rendered and execution shall issue therefor.

9-4 Collection of Fines and Costs

Upon assessment of any fine and costs for the conviction of a violation of any ordinance of the City, judgment shall be entered against the defendant in favor of the City. If the judgment is not paid within ninety (90) days from the date of the judgment, the City may collect judgment by execution in circuit court in the manner provided by law. Except as otherwise provided by law all amounts recovered pursuant to this section shall be deposited with the City treasurer, used for the benefit of the City, and credited against the fine and reasonable costs of collection.

9-5 Location; Sessions to Be Public

The Municipal Court may be conducted in any suitable location within the City, and its sessions shall be open at all times to the public.

9-6 Sheridan Police Department City Ordinance Booklet

The Court has the authority to review, revise, and approve the Sheridan Police Department City Ordinance Booklet.

Article 9-III - Confinement

9-7 Bail—When Allowed; Bail Bond

Whenever any person has been arrested by a police officer of the City, it shall be lawful for the Chief of Police or their delegate to admit such person to bail by such person signing his own recognizance or bail bond to appear at the time named therein before the Court and paying the fine amount, as provided in the Sheridan Police Department City Ordinance Booklet, and court costs, such amount shall be named in such bond or recognizance. No irregularity, illegality or defect of any kind in such recognizance or bail bond shall invalidate the same, if the intention can be gathered therefrom, and from the evidence debtors thereof.

9-8 Police Justice May Receive Cash or Surety Bond

The Court is hereby authorized to receive as bail bonds a recognizance or bail bond signed by the person required to give the same, and accompanied by cash instead of sureties, in such amount as may be named by the Court. This section shall not abridge the power to receive bonds with sureties.

9-9 Forfeiture of Bond

Should a person required to appear before the Court fail to appear and comply with the requirements of the bond or recognizance, the Court may, if there be no mitigating circumstances requiring the appearance of the person, at once declare the bond forfeited and order the cash so deposited to be turned into the general fund of the treasury of the City, which shall be accordingly done. When such person fails to appear before the Court and the Court elects to declare the bond forfeited, such person has elected to 1) waive their

appearance before the Court; 2) waive their right to trial; and 3) not contest the violation(s) charged.

9-10 City Jail

Repealed by City Ordinance.

9-11 Suspended Sentences

Repealed by City Ordinance.

9-12 Judgment Need Not Specify Imprisonment for Nonpayment of Fines

Repealed by City Ordinance.

9-13 Refusal of Prisoner to Work

Repealed by City Ordinance.

9-14 Solitary Confinement for Refractory, Etc., Prisoners

Repealed by City Ordinance.

9-15 Disposition of Abandoned or Unclaimed Moneys

It shall be the duty of the chief of police and any police officer of the City, at least once a month, if money as herein mentioned is on hand, to deposit into the treasury of the City, as other money, all abandoned and unclaimed money, abandoned or left unclaimed with such police officer or his predecessor in office, by any person. Any person having abandoned or left unclaimed any such money may within one year file a claim therefor with the City, as other claims, and if he is legally entitled to such money, and there is no offset or counter claim of the City against the same, such claim shall be allowed as other claims. The City treasurer shall keep an account of moneys turned in as herein mentioned.

Article 9-IV - Juvenile Offenders

9-16 Trial

Repealed by City Ordinance.

9-17 Probation

- (a) In addition to Section 9-1(c)(A), as a condition of probation or suspension of fines for minor defendants, the Court may require a defendant who is a minor to successfully complete a juvenile service program offered under the Community Juvenile Services Act.
- (b) In all cases where a minor is convicted in the Municipal Court of violating any City Code, ordinance, rule, or regulation, the Court may, in its discretion, postpone the passing of sentence upon the minor for a period not exceeding six (6) months, during which time the minor may be placed on probation by the Court by an order entered on his docket requiring the minor to cease the misbehavior complained of, to conduct himself in a law-abiding manner, and to live a worthy, respectable life, and requiring the minor to appear before the Court at regular intervals, to be stated in the order, and report upon his conduct during such time. If, during the time so fixed, it appears to the Court that such minor has obeyed the order so made, and has practiced good behavior, then the Court may make the postponement of sentence permanent and discharge the minor; but if after notice and a hearing the Court determines the minor failed to comply with the conditions of the probation, the Court may proceed to deal with the case as if the sentence had not been postponed and the minor had not been put on probation.

9-18 Imprisonment

- (a) No minor charged with violating a status offense shall be detained in jail.
- (b) No minor convicted of a status offense shall be sentenced to a term of imprisonment.
- (c) A minor convicted of a misdemeanor or of violating an ordinance of the City, other than a status offense, for which a term of imprisonment is authorized, shall only be imprisoned in a juvenile detention facility.

9-19 Correcting Delinquency

The police officers of the City shall assist the Court in every possible way to correct the delinquency of the minor, and to bring about, if possible, his or her reformation, and to that end the police officers and the Court shall cooperate with the parents, or guardian, of the minor in all reasonable and practicable ways.

9-20 Encouraging Minors to Break Probation, Etc.

Any person who shall obstruct or interfere with any order or process made or issued by the Court in any case coming within the provisions of this section, or who shall aid or abet or encourage any minor placed on probation to disregard the orders of the Court, or otherwise encourage any such minor to violate any ordinance of the City or to misbehave in any manner, shall be guilty of a misdemeanor.

Article 9-V - Crime Victims Surcharge

9-21 Title

There is added to Chapter 9 of this Code, a new Article numbered V, entitled: "Crime Victims Surcharge," governing the assessment of surcharge(s) in addition to monetary fines or sentences imposed for certain violations of this Code; the crime victims surcharge may also be known and cited as the "surcharge."

9-22 Scope of Crime Victims Compensation Surcharge

The Court shall assess the Wyoming Crime Victims Compensation surcharge pursuant to Wyoming Statute Section 1-40-119.

9-23 Receipt and Disbursement of Surcharges

Accounts will be established for receipt and disbursement of crime victims surcharges assessed by or forfeited to the Court. After disposition or adjudication of a case, surcharges collected by the Court shall be distributed to the Wyoming Crime Victims Compensation Commission on a monthly basis.

9-24 Imposition of Surcharge upon Conviction of Violating Certain Municipal Codes

In the event of a conviction for any violations set forth in Section 9-22, the crime victims surcharge shall be assessed in addition to any fine or sentence imposed, and the surcharge shall not be suspended, reduced or waived by the Court. The mandatory surcharge shall be collected in the same manner provided for collection of monetary fines imposed by the court. Nothing in this article shall be construed to limit the municipal court from arranging timely payment(s) of the surcharge as provided in Wyoming Statute Section 1-40-119(d), by any defendant(s) who are unable to immediately pay surcharge(s) imposed for violations of the Sheridan municipal code set forth in Section 9-22. All crime victims surcharges collected by the Court shall be accounted for and disbursed as provided in Section 9-23.

9-25 Applicability to Multiple Convictions

In the event convictions are obtained for multiple violations of the Code set forth in Section 9-22, a separate surcharge shall be assessed for each violation for which a conviction is obtained.

9-26 Posting Bond, Failure to Appear, Bond Forfeitures; Applicability of Surcharges

In the event any defendant posts bond prior to adjudication by the Court for offense(s) set forth in Section 9-22, the minimum surcharge shall also be collected from the defendant at the same time bond is posted. If any defendant having posted bond on all offense(s) fails to appear or elects to forfeit their bond such person has elected to 1) waive their appearance before the Court; 2) waive their right to trial; 3) not contest the violation(s) charged; and 4) forfeit the surcharge. Surcharges obtained in this manner shall be accounted for and disbursed as provided in Section 9-23.

9-27 Surcharge Refunds

Any defendant who has previously posted surcharges in addition to bond on one or more alleged violations and is adjudicated "not guilty" on any or all charges by the municipal

court; all moneys collected for the surcharges shall be refunded to the defendant on any charge(s) the defendant is acquitted of in the same manner as provided for refunding bond.

9-28 Surcharge Forfeitures

In the event bond and surcharges are posted by any defendant and they subsequently forfeit bond, plead guilty or after a hearing by the municipal court, are adjudicated guilty, the surcharge(s) shall also be forfeited and shall not be refunded to the defendant.

9-29 Imposition of Sentence; Forfeiture of Surcharges and Bonds Prohibited as a Defense

Nothing in this article shall be construed to prevent or preclude a convicted defendant from paying any surcharge(s), fines or serving such sentence(s) imposed by the Court. Forfeiture of surcharge(s), bond(s), or the completion of any sentence shall not be used as a defense or preclude imposition of additional surcharges upon any defendant for additional or subsequent convictions to which the surcharge applies.

PASSED, APPROVED AND ADOPTED this ____ day of _____ 20__.

City of Sheridan

Richard Bridger, Mayor

ATTEST:

Ashlee Foster, City Clerk

State of Wyoming)
) SS
County of Sheridan)

Signed and sworn (or affirmed) before me on this ____ day of _____ 20__
by _____

Notary Public

My commission expires _____

1st Reading: _____
2nd Reading: _____
3rd Reading: _____
Published: _____

EFFECTIVE DATE: This Ordinance shall be in full force and effect on (publication date), after the required approval and publication, according to law.

CHAPTER 9 COURTS, FINES AND IMPRISONMENT

Article 9-I - In General

9-1 General Penalty; Continuing Violations

(a) ~~Non-Jailable~~ Offenses.

(1) *Generally.* Any violation of ~~this code or~~ the City Code, ordinance, rule, or regulation promulgated by any officer or agency of the ~~city~~ City under authority granted by statute or ordinance is declared unlawful and when no specific penalty is provided therefor, the violation shall constitute a misdemeanor and shall be punishable by a fine of no more than ~~what is allowed by Wyoming Statute~~ seven hundred and fifty dollars (\$750.00). In addition to any fine ordered, the ~~court~~ Court shall assess court costs in the amount of ten dollars ~~and as required by Wyoming State Statute~~ (\$10.00). In addition to any fine, community service may be ordered to be performed and credited towards any fine at the prevailing federal minimum wage. Each ~~day~~ occurrence of any violation of this code, rule, or regulation, shall constitute a separate offense.

~~(A) — 2) Punishment for Violation of Section 19-1.2. The violation of Section 19-1.2 shall constitute a misdemeanor. The conviction of a first (1st) offense may be is punished by a fine of up to one hundred dollars. (\$100.00). A conviction of a second (2nd) offense may be within six (6) months of the first (1st) is punished by a fine of up to two hundred dollars (\$200.00) and may include up to six (6) months of supervised or unsupervised probation. A conviction of a third (3rd) offense shall be within six (6) months of the second (2nd) conviction is punished by a fine of at least up to three hundred dollars (\$300.00) and shall require may include up to six (6) months of supervised or unsupervised probation. Additionally, for the Court may require any conviction of a violation of section 19-1.2:~~

~~(i) — Any person convicted under section 19-1.2 shall be entitled to an expungement in accordance with W.S. 14-6-241.~~

~~(ii) — Any person convicted under section 19-1.2 shall be required this subsection to complete a tobacco education class that is approved by the municipal court. Court.~~

~~(2) — Probation. After conviction or plea of guilty or nolo contendere, the court may:~~

~~(A) — Suspend the imposition or portion thereof any fine or jail sentence and place the defendant on probation; or~~

~~(B) — Impose or modify any condition of probation or suspension of sentence; or~~

~~(C) — Require a substance abuse evaluation when any person pleads guilty to, or is found guilty of, any offense which pertains to, or is found to be caused by or directly related to, possession or use of any alcoholic or malt beverage, or use of any controlled substances as defined in Wyoming Statutes.~~

~~(A) Upon payment of the fine and completion of the probation imposed by Section 9-1(a)(2), criminal conviction(s) for violation of Section 19-1.2 shall be expunged by~~

operation of law from all records of the Court six (6) months after the most recent entry of conviction. For any person whose record of conviction was expunged under this subsection, the conviction is deemed not to have occurred and the individual may reply accordingly upon any inquiry in the matter. No expungement under this subsection shall be considered for purposes of any other law providing for expungement.

(b) *Jailable offenses.*

(1) Upon the conviction of any of the following violations, in addition to the penalties set forth in ~~section~~Section 9-1(a), the offender may be punished by imprisonment for a term not exceeding six (6) months:

Alcohol ~~Consumption/Possession~~ Prohibition <u>Violation</u>	§ 4-4.1(~~ed~~)
Contempt of Court	Wyo. Rule Crim. Proc. Rule 42(a)(2)(C)
~~Flee or Attempt to Elude~~	~~§ 16-6 adopting W.S. § 31-5-225(a)~~
Disorderly Conduct— ~~Resist~~ <u>Resists</u> or ~~Obstruct~~ <u>Obstructs</u>	§ 19-2(d)(~~7~~ <u>6</u>)
Endangering the Welfare <u>of a Minor</u>	§ 4-7(~~a~~)
Interference with an Emergency Proclamation	§ 2-71

~~The following offenses upon third conviction:~~

(2) Upon the third (3rd) conviction of any of the following violations, in addition to the penalties set forth in Section 9-1(a), the offender may be punished by imprisonment for a term not exceeding six (6) months:

-Aiding and Abetting	§ 9-2
Alcohol Standards	§ 4-5(~~a-f~~)
Cruelty or Neglect of Animals	§ 6-32
~~Curfew Violation~~	~~§ 19-23~~
Disorderly Conduct (~~except~~ <u>excluding § 19-2(d)(6)</u> Resists or Obstructs ~~above~~)	§ 19-2(d)(1) ~~-(4)~~ -(5), (~~8~~)-(7)-(12)
Driver's License Suspend/Revoke	§ 16-14.5
Hit and Run	§ 16-6 adopting W.S. ~~§§~~ 31-5-1102, 1104
Indecent Exposure	§ 19-13
Public Intoxication	§ 4-2

Larceny by Bailee	§ 19-31
Littering	§ 12-16
~~Minor Consumption of Alcohol~~	~~§ 4-3~~
__ Possession of Drug Paraphernalia	§ 19-1.1
Reckless Driving	§ 16-6 adopting W.S. § 31-5-229
Vicious <u>and Aggressive</u> Animal(s)	§ 6-7

(c) Probation. After conviction or plea of guilty or nolo contendere, the Court may:

(1) Probation for Non-Jailable Offenses. The Court may suspend all or part of the fine for a specified period, not to exceed six (6) months, during which the defendant must meet specified conditions. The conditions imposed shall only require the defendant to conform their conduct to the requirements of the misdemeanor and shall not prohibit lawful conduct.

(A) When suspending a fine, the Court must:

(i) Specify the amount of the fine to be suspended; and

(ii) Specify the conditions the defendant must meet to avoid imposition of the suspended portion of the fine, including the date by which the conditions must be met.

(B) If a defendant fails to comply with the conditions specified, the Court may commence proceedings to impose the suspended portion of the fine during the period of suspension or within thirty (30) days thereafter. If after notice and a hearing the Court determines the defendant failed to comply with the conditions of the suspended fine, the court may proceed to deal with the case as if no suspension of fine had been ordered.

(2) Probation for Jailable Offenses. The Court may suspend the imposition or execution of sentence and place the defendant on supervised or unsupervised probation for a specified period not to exceed six (6) months, during which the defendant must meet specified conditions. The conditions imposed shall only require the defendant to conform their conduct to the requirements of the law and shall not prohibit lawful conduct.

(A) When suspending a sentence, the Court must:

(i) Specify the amount of the sentence to be suspended; and

(ii) Specify the conditions the defendant must meet to avoid imposition of the suspended portion of the sentence, including the date by which the conditions must be met.

(B) If a defendant fails to comply with the conditions specified, the Court may commence proceedings to impose the suspended portion of the sentence during the period of suspension or within thirty (30) days thereafter. If after notice and a

hearing the Court determines the defendant failed to comply with the conditions of the suspended sentence, the court may proceed to deal with the case as if no suspension of sentence had been ordered.

(3) Generally. The Court may:

(i) Modify any condition of probation or suspension of sentence; and

(ii) Reduce, continue, or extend any term or period of probation. However, any such continuance or extension shall not exceed six (6) months.

9-2 Aiders and Abettors

Every person who shall aid or abet the commission of any misdemeanor ~~under the ordinances of the city, or;~~ in any violation of any ~~provision of any~~ City Code, ordinance ~~of the city,~~ rule, or regulation or Court order; or who shall counsel, encourage, hire, command, or otherwise procure such misdemeanor or violation to be committed, shall be deemed accessory before the fact, and may be informed against, tried, and convicted in the same manner as if he or she were a principal, and either before or after the principal offender is convicted, tried or informed against, and upon such conviction he or she shall suffer the same punishment and penalties as are prescribed by ordinance for the punishment of the principal.

Article 9-II - Municipal Court

9-3 Payment of Costs by Malicious Prosecutor

In all prosecutions in the municipal court for violations of the city ordinances prescribing fines or penalties, where the defendant has been acquitted, the informer or prosecutor may, in the discretion of the ~~police justice~~ Court, be adjudged to pay the costs, if it appears to the satisfaction of the ~~police justice~~ Court that the prosecution was instituted vexatiously and maliciously, or without reasonable cause, and judgment shall be so rendered and execution shall issue therefor.

9-4 Collection of Fines and Costs

~~Whenever the judgment of the municipal court shall be that the person convicted shall pay a fine and costs, an execution may also issue as a civil process to seize the goods and chattels of the person so fined to satisfy the fine and costs, and the procedure thereon shall be as nearly as possible in conformity to the provisions of the law governing executions in justices' courts. The remedy provided for in this section may be pursued at any time, and the commitment of a person for nonpayment of fine and costs shall not operate as a satisfaction thereof.~~

Upon assessment of any fine and costs for the conviction of a violation of any ordinance of the City, judgment shall be entered against the defendant in favor of the City. If the judgment is not paid within ninety (90) days from the date of the judgment, the City may collect judgment by execution in circuit court in the manner provided by law. Except as otherwise provided by law all amounts recovered pursuant to this section shall be deposited with the City treasurer, used for the benefit of the City, and credited against the fine and reasonable costs of collection.

9-5 Location; Sessions to Be Public

The ~~municipal court~~Municipal Court may be conducted in any suitable location within the ~~city~~City, and its sessions shall be open at all times to the public.

9-6 Sheridan Police Department City Ordinance Booklet

The Court has the authority to review, revise, and approve the Sheridan Police Department City Ordinance Booklet.

Article 9-III - Confinement

9-6 Arrests

~~The chief of police and every police officer of the city shall arrest and detain any person found violating any provision of this code until a legal warrant can be obtained.~~

9-7 Bail—When Allowed; Bail Bond

Whenever any person has been arrested by a police officer of the ~~city, during the nighttime~~City, it shall be lawful for the ~~chief~~Chief of ~~police,~~Police or ~~in his absence, the officer in charge of the department at that time,~~their delegate to admit such person to bail, by such person signing his own recognizance or bail bond to appear at the time named therein before the ~~police justice of the city, and accompanied by a deposit of a reasonable amount of cash, to~~Court and paying the fine amount, as provided in the Sheridan Police Department City Ordinance Booklet, and court costs, such amount shall be named in such bond or recognizance. No irregularity, illegality or defect of any kind in such recognizance or bail bond shall invalidate the same, if the intention can be gathered therefrom, and from the evidence debtors thereof.

9-8 Police Justice May Receive Cash or Surety Bond

The ~~police justice of the city~~Court is hereby authorized to receive as bail bonds a recognizance or bail bond signed by the person required to give the same, and accompanied by cash instead of sureties, in such amount as may be named by the ~~justice~~Court. This section shall not abridge the power to receive bonds with sureties.

9-9 Forfeiture of Bond

Should ~~the~~a person required to appear, ~~as provided in the two preceding sections, before the Court~~ fail to appear and comply with the requirements of the bond or recognizance, the ~~police justice before whom such person is required to appear, or in case of his absence, death or disability, any other police justice of this city, shall~~Court may, if there be no mitigating circumstances ~~made to appear~~requiring the appearance of the person, at once declare the bond forfeited and order the cash so deposited to be turned into the general fund of the treasury of ~~this city, which shall be accordingly done~~the City, which shall be accordingly done. When such person fails to appear before the Court and the Court elects to declare the bond forfeited, such person has elected to 1) waive their appearance before the Court; 2) waive their right to trial; and 3) not contest the violation(s) charged.

9-10 City Jail

~~The term "city jail" shall be construed to mean the jail in the City Hall of the city, or any place which may be provided by the city council as a place of confinement of the persons committed, or to be committed, for violations of this Code. Whenever any judgment, sentence, or process of commitment, fails to specify the place of commitment, it shall be construed to mean the present jail in the City Hall, or such other place as may be provided for that purpose by the city council. The chief of police shall be the custodian of the city jail, and shall see to it that the same is kept in a clean and sanitary condition.~~

Repealed by City Ordinance.

9-11 Suspended Sentences

~~The police justice may, at his discretion, suspend the issuance of a mittimus, in any case, upon such terms, and for such time as he may deem proper.~~

Repealed by City Ordinance.

9-12 Judgment Need Not Specify Imprisonment for Nonpayment of Fines

~~In case the sentence in any case, or the entry of judgment, shall omit to direct the imprisonment, and the extent thereof, for the nonpayment of fine and costs, the judgment to pay the fine and costs shall operate to authorize and require the imprisonment of the defendant in the city jail, and work for the benefit of the city as provided by state law.~~

Repealed by City Ordinance.

9-13 Refusal of Prisoner to Work

~~In case any able-bodied prisoner, required to work for the city under the ordinances of the city or the laws of the state, on account of nonpayment of the fine and costs, refuses and fails to work, he shall receive no credit upon his fine and costs for every day he so fails and refuses, and such days shall not be counted in reducing the time of his imprisonment for nonpayment of fine and costs. The proper custodian of such prisoner shall, without further order or process, retain such prisoner in his custody until the fine and costs are paid, or until worked out at the rate provided by law; provided, however, that such custodian shall not retain such prisoner in his custody on account of such nonpayment of fine and costs, for a longer period than three months for any one offense of which the prisoner has been convicted. The provisions of this section shall control anything in any commitment to the contrary notwithstanding, in case of such refusal and failure to work by any able-bodied prisoner.~~

Repealed by City Ordinance.

9-14 Solitary Confinement for Refractory, Etc., Prisoners

~~If any person confined in the city jail shall be refractory or disorderly, or shall wilfully or want only destroy or injure any article or other furniture, or any part of the prison, or shall refuse to labor when under the provisions of this Code or the laws of the state, he is required to do so, the proper custodian of such prisoner may, after due inquiry, cause such person to be kept in solitary confinement not more than five days for any one offense, and during such confinement such prisoner shall be fed with bread and water only, unless other food shall be absolutely necessary for the preservation of his health.~~

Repealed by City Ordinance.

9-15 Disposition of Abandoned or Unclaimed Moneys

It shall be the duty of the chief of police and any police officer of the ~~city~~City, at least once a month, if money as herein mentioned is on hand, to deposit into the treasury of ~~this city~~the

City, as other money, all abandoned and unclaimed money, abandoned or left unclaimed with such police officer or his predecessor in office, by any person. Any person having abandoned or left unclaimed any such money, may within one year file a claim therefor with the ~~city~~City, as other claims, and if he is legally entitled to such money, and there is no offset or counter claim of the ~~city~~City against the same, such claim shall be allowed as other claims. The ~~city~~City treasurer shall keep an account of moneys turned in as herein mentioned.

Article 9-IV - Juvenile Offenders

9-16 Trial

~~The trial of all juvenile offenders shall be conducted separate and apart, and at a different time, from the trial of adults, and such trial may be held in some suitable room in the City Hall other than the regular police courtroom, if in the judgment of the police justice better results can be obtained thereby.~~

~~(R.O. 1937, § 121.)~~

9-17 Parole

Repealed by City Ordinance.

9-17 Probation

(a) In addition to Section 9-1(c)(A), as a condition of probation or suspension of fines for minor defendants, the Court may require a defendant who is a minor to successfully complete a juvenile service program offered under the Community Juvenile Services Act.

(b) In all cases where a minor is convicted in the ~~municipal court~~Municipal Court of violating any ~~city~~City Code, ordinance, rule, or regulation, the ~~police justice~~Court may, in ~~his~~its discretion, postpone the passing of sentence upon the minor for a period not exceeding ~~sixty days~~six (6) months, during which time the minor may be ~~paroled~~placed on probation by the ~~police justice~~Court by an order entered on his docket requiring the minor to cease the misbehavior complained of, to conduct himself in a law-abiding manner, and to live a worthy, respectable life, and requiring the minor to appear before the ~~police justice~~Court at regular intervals, to be stated in the order, and report upon his conduct during such time. If, during the time so fixed, it appears to the ~~police justice~~Court that such minor has obeyed the order so made, and has practiced good behavior, then the ~~police justice~~Court may make the postponement of sentence permanent and discharge the minor; but if, ~~during such time, after notice and a hearing the Court determines~~ the minor ~~should wilfully violate the order so made, by failing~~failed to report or to practice good behavior, as ordered, then comply with the ~~police justice shall immediately issue a warrant for the apprehension~~conditions of the minor, ~~and thereupon pass sentence in probation, the Court may proceed to deal with~~ the ~~same manner~~case as if the sentence had not been postponed and the minor had not been ~~paroled~~put on probation.

9-18 Imprisonment

~~No minor under the age of sixteen years shall be confined in the city jail until after an effort has been made to correct his or her delinquency; and under no circumstances shall any minor be confined in jail with adult prisoners, it being the declared object of this article to correct the delinquency of the minor, rather than to inflict harsh and unnecessary punishment.~~

(a) No minor charged with violating a status offense shall be detained in jail.

(b) No minor convicted of a status offense shall be sentenced to a term of imprisonment.

(c) A minor convicted of a misdemeanor or of violating an ordinance of the City, other than a status offense, for which a term of imprisonment is authorized, shall only be imprisoned in a juvenile detention facility.

9-19 Correcting Delinquency

The police officers of the ~~city~~City shall assist the ~~police justice~~Court in every possible way to correct the delinquency of the minor, and to bring about, if possible, his or her reformation, and to that end the police officers and the ~~police justice~~Court shall cooperate with the parents, or guardian, of the minor in all reasonable and practicable ways.

9-20 Encouraging Minors to Break ~~Parole~~Probation, Etc.

Any person who shall obstruct or interfere with any order or process made or issued by the ~~police justice~~Court in any case coming within the provisions of this ~~article~~section, or who shall aid or abet or encourage any ~~paroled~~ minor placed on probation to disregard the orders of the ~~police justice~~Court, or otherwise encourage any such minor to violate any ordinance of the ~~city~~City or to misbehave in any manner, shall be guilty of a misdemeanor.

Article 9-V - Crime Victims Surcharge

9-21 Title

There is added to Chapter 9 of this Code, a new Article numbered V, entitled: "Crime Victims Surcharge," governing the assessment of surcharge(s) in addition to monetary fines or sentences imposed for certain violations of this Code; the crime victims surcharge may also be known and cited as the "surcharge."

9-22 Scope of Crime Victims Compensation Surcharge

The ~~municipal court~~Court shall assess the Wyoming ~~crime victims compensation~~Crime Victims Compensation surcharge pursuant to Wyoming Statute Section 1-40-119.

9-23 Receipt and Disbursement of Surcharges

Accounts will be established for receipt and disbursement of crime victims surcharges assessed by or forfeited to the ~~municipal court~~Court. After disposition or adjudication of a

case, surcharges collected by the ~~municipal court~~Court shall be distributed to the Wyoming Crime Victims Compensation Commission on a monthly basis.

9-24 Imposition of Surcharge upon Conviction of Violating Certain Municipal Codes

In the event of a conviction for any violations set forth in ~~section~~Section 9-22, the crime victims surcharge shall be assessed in addition to any fine or sentence imposed, and the surcharge shall not be suspended, reduced or waived by the ~~Sheridan municipal court.~~Court. The mandatory surcharge shall be collected in the same manner provided for collection of monetary fines imposed by the court. Nothing in this article shall be construed to limit the municipal court from arranging timely payment(s) of the surcharge as provided in Wyoming Statute Section 1-40-119(d), by any defendant(s) who are unable to immediately pay surcharge(s) imposed for violations of the Sheridan municipal code set forth in ~~section~~Section 9-22. All crime victims surcharges collected by the ~~municipal court~~Court shall be accounted for and disbursed as provided in ~~section~~Section 9-23.

9-25 Applicability to Multiple Convictions

In the event convictions are obtained for multiple violations of the ~~code sections~~Code set forth in ~~section~~Section 9-22, a separate surcharge shall be assessed for each violation for which a conviction is obtained.

9-26 Posting Bond, Failure to Appear, Bond Forfeitures; Applicability of Surcharges

In the event any defendant posts bond prior to adjudication by the ~~municipal court~~Court for offense(s) set forth in ~~section~~Section 9-22, the minimum surcharge shall also be collected from the defendant at the same time bond is posted. If any defendant having posted bond on all offense(s) fails to appear or elects to forfeit their bond ~~thereby waiving~~such person has elected to 1) waive their appearance before the Court; 2) waive their right to a municipal court hearing trial; 3) not contest the violation(s) charged; and in effect pleading guilty, 4) forfeit the surcharge ~~shall also be forfeited.~~ Surcharges obtained in this manner shall be accounted for and disbursed as provided in ~~section~~Section 9-23.

9-27 Surcharge Refunds

Any defendant who has previously posted surcharges in addition to bond on one or more alleged violations, and is adjudicated "not guilty" on any or all charges by the municipal court; all moneys collected for the surcharges shall be refunded to the defendant on any charge(s) the defendant is acquitted of in the same manner as provided for refunding bond.

9-28 Surcharge Forfeitures

In the event bond and surcharges are posted by any defendant and they subsequently forfeit bond, plead guilty or after a hearing by the municipal court, are adjudicated guilty, the surcharge(s) shall also be forfeited and shall not be refunded to the defendant.

9-29 Imposition of Sentence; Forfeiture of Surcharges and Bonds Prohibited as a Defense

Nothing in this article shall be construed to prevent or preclude a convicted defendant from paying any surcharge(s), fines or serving such sentence(s) imposed by the ~~municipal court.~~Court. Forfeiture of surcharge(s), bond(s), or the completion of any sentence, shall not be used as a defense or preclude imposition of additional surcharges upon any defendant for additional or subsequent convictions to which the surcharge applies.