AGENDA
CITY OF SHERIDAN
AUGUST 13, 2018
STUDY SESSION COUNCIL MEETING START 5:30 P.M.

1. Goose Creek Transit WYDOT Planning Grant - Steve Ainslie & Carmen Rideout - 15 Minutes

2. Proposed Approval of Ordinance 2193 - A Request to Rezone Sheridan Memorial Hospital Campus to Medical Arts (MA) Zoning - Community Development Director Brian Craig - 10 Minutes

3. Consideration of a SEEDA Committed Business Grant and Loan application to the Wyoming Business Council in a grant amount not to exceed $3 million and a loan amount not to exceed $3 million; for construction of a facility in the Sheridan Hi-tech Business Park - Sheridan College Planning Director Robert Briggs - 5 Minutes

4. Amended and Restated Sheridan Economic and Educational Development Authority Joint Powers Board Agreement - Sheridan College Planning Director Robert Briggs - 5 Minutes

5. Proposed Approval of Resolution #35-18 Naming a Public Street as Bill Redle Street - Community Development Director Brian Craig - 5 Minutes

6. Proposed Approval of Resolution #32-18 Hawks Rest Minor Subdivision - Community Development Director Brian Craig - 5 Minutes

7. Proposed Approval of Resolution #33-18 Scotchman Subdivision Easement Vacation - Community Development Director Brian Craig - 5 Minutes

8. Big Horn Public House, LLC Application for Microbrewery License #1 - City Clerk Cecilia Good - 5 Minutes

9. City of Sheridan-Recreation District One Year Operating Agreement - City Attorney Brendon Kerns - 5 Minutes

10. Vehicle and Project Bid Awards - Public Works Director Lane Thompson - 5 Minutes

    A. Utility Maintenance Building Concrete Pavement Project

    B. Proposed Award of a Snow Plow, a Truck for Utility Maintenance, and a Truck for the Sheridan Water Treatment Plant

11. Proposed Approval of Resolution 38-18 Authorizing Continuation of the Construction and Demolition Disposal Fee Waiver Program - Utilities Director Dan Roberts - 5 Minutes

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

Project Name:	Proposed Approval of Ordinance 2193 - A Request to Rezone Sheridan Memorial Hospital Campus to Medical Arts (MA) Zoning - Community Development Director Brian Craig - 10 Minutes
From:	Brian Craig, Community Development Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	07/23/2018

Recommendation:

Staff recommends the City Council approve the proposed rezoning request from R-3 Residence to Medical Arts (MA) for the seven hospital properties identified in the rezoning exhibit and to approve the associated Master Plan for the Medical Arts Campus.

Background:

The Sheridan Memorial Hospital is requesting to rezone seven properties from R-3 Residence District to Medical Arts (MA). The MA zoning district was developed by the City to accommodate the unique needs of medical campus development and in particular the Sheridan Memorial Hospital. Associated with Medical Arts zoning is the requirement to develop a Master Plan that guides future development decisions on the campus. The proposed Master Plan is included with this staff report. Medical Arts uses, setbacks, and other related requirements are contained in the Master Plan and are allowed to deviate from the base requirements of the MA district. Signage for hospitals and medical campuses differs in nature and purpose from a traditional retail district. Signage for the MA district must be contained in the Master Plan and allowances and restrictions are thus dictated by the Master Plan rather than the City's Sign Code, which is an important impetus for the timing of this request to the City.

As much of the Sheridan Memorial Hospital campus is already developed staff asked the applicant to develop the proposed Master Plan to account for existing building types, elevations, landscaping, utility layout, and parking management practices. It is anticipated that all future utility extensions and parking additions will be consistent with the existing patterns and is shown as such in the Master Plan.

The proposed signage elevations are provided and indicate maximum heights of fourteen feet (14') for 5th Street and ten feet (10') for Highland Avenue signs.

A parking study performed in 2015 by a local professional engineer is provided as well.

As part of the request to rezone this property, staff sent notice to the property owners within 300 feet. Staff has received neither positive nor negative responses to date.

Discussion:

In reviewing any zoning proposal, Staff considers the following factors; which are aligned with addressing state statutory mandates regarding zoning preserving the character, health, and safety of neighborhoods:

- The zoning of surrounding parcels.
- The actual land use of surrounding parcels.
- Impacts to surrounding properties.
- Consistency with adopted planning documents.
- The ability of existing infrastructure to handle the potential uses

Zoning and Land Use
Zoning in this area is a mix of R-1 Residence, R-3 Residence, R-4 Residence, and B-1 Business. The land uses also are mixed with single family homes, multiple family properties, and light business and office uses. The hospital has been an established use in this area since 1952 and is complimented by the abundance of medical and professional offices in the area. The proposed uses in the new MA district are the same as exist today and will not be incompatible with the surrounding uses.

Impacts to Surrounding Properties
The impact to surrounding properties will come primary from the addition of signage. The expansion of medical buildings and parking will be consistent with long-standing hospital growth practices. The signage is proposed to be up to fourteen feet (14') tall along the primary 5th Street frontage. These proposed signs are arguably consistent with hospital directional and informational signage other mid to large sized communities. Staff would suggest the applicant be directed to minimize any upcast lighting and use internal lighting that is no brighter than necessary to illuminate the panels.

Consistency with the Sheridan Land Use Plan
The Sheridan Land Use Plan identifies this area as commercial for all lots involved and staff agrees that Medical Arts and related office use is compatible with commercial land use.

Infrastructure
Water and sewer infrastructure is available and adequate for future growth of the campus. Most of the area is developed already, but those expansion areas and vacant lot are contiguous to existing infrastructure. Drainage improvements will continue to be in line with approved best practices and City requirements as future growth occurs on this campus.

Given the above, staff does not believe the rezoning request is inappropriate or incompatible with existing conditions. Staff has no further comments at this time.

Potential Findings of Fact:
Rezone Request:

Neither state statute nor city code contains required findings that must be made in changing a property's zoning designation. State statute does provide some requirements for zoning regulations in general, which the Planning Commission should be aware of:

WS §15-1-601(d)

d) All regulations shall be made:

i. *In accordance with a comprehensive plan and designed to:*

A. *Lessen congestion in the streets;*

B. *Secure safety from fire, panic and other dangers;*
C. *Promote health and general welfare;*
D. *Provide adequate light and air;*
E. *Prevent the overcrowding of land;*
F. *Avoid undue concentration of population; and*
G. *Facilitate adequate provisions for transportation, water, sewerage, schools, parks and other public requirements.*

ii. *With reasonable consideration, among other things, of the character of the district and its peculiar suitability for particular uses;*

iii. *With a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city or town; and*

iv. *With consideration given to the historic integrity of certain neighborhoods or districts and a view to preserving, rehabilitating and maintaining historic properties and encouraging compatible uses within the neighborhoods or districts, but no regulation made to carry out the purposes of this paragraph is valid to the extent it constitutes an unconstitutional taking without compensation.*

The Preamble of the City's Zoning Ordinance (Appendix A) states that the purpose of the zoning ordinance is to, "*promoting the health, safety, morals and general welfare of the inhabitants of the City of Sheridan by lessening congestion in the streets; securing safety from fire, panic and other dangers providing adequate light and air; preventing the overcrowding of land; avoiding the undue concentration of population, facilitating the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.* "

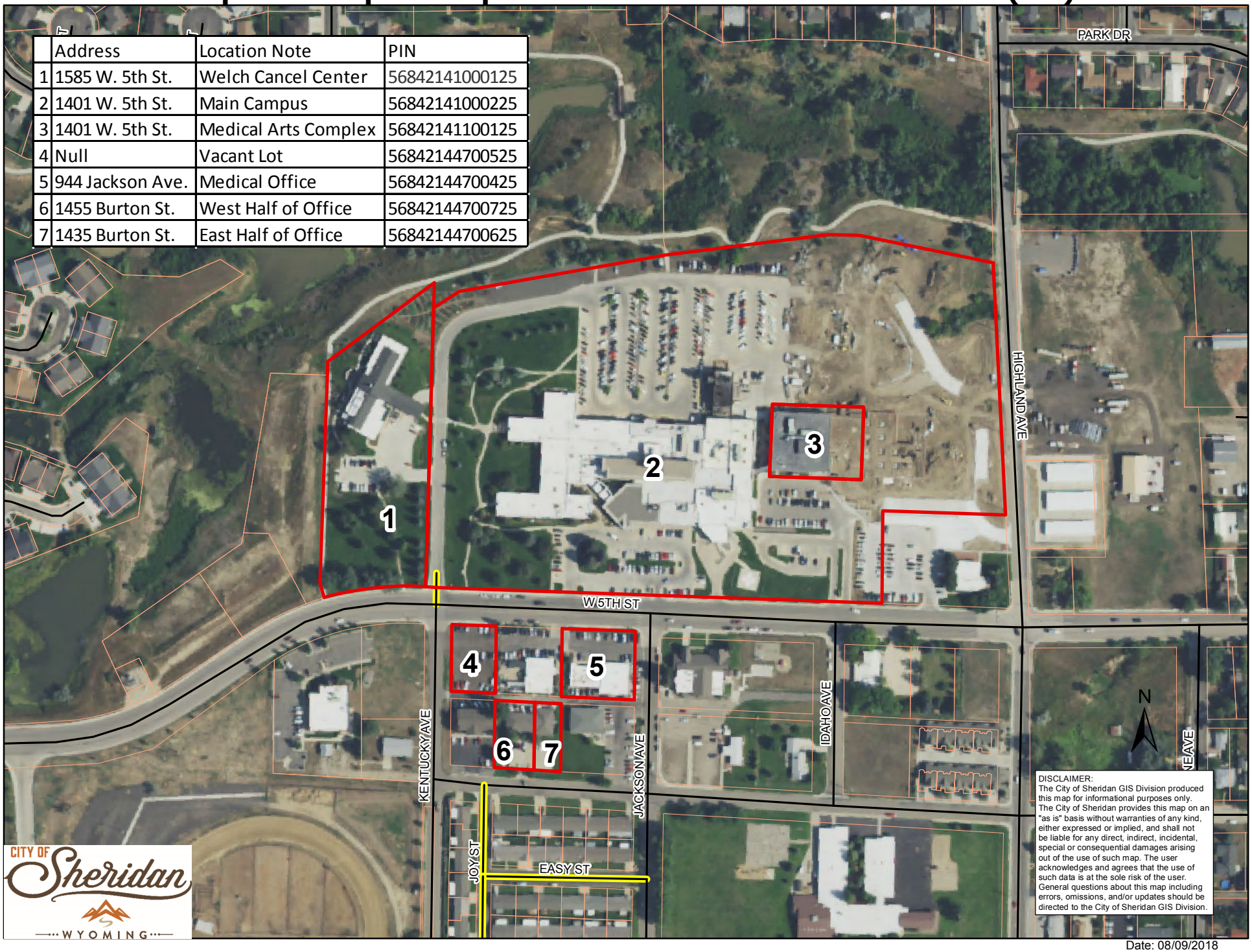
Attachments

Properties to be rezoned

MA Master Plan

Proposed Hospital Properties to be Rezoned to Medical Arts (MA)

	Address	Location Note	PIN
1	1585 W. 5th St.	Welch Cancel Center	56842141000125
2	1401 W. 5th St.	Main Campus	56842141000225
3	1401 W. 5th St.	Medical Arts Complex	56842141100125
4	Null	Vacant Lot	56842144700525
5	944 Jackson Ave.	Medical Office	56842144700425
6	1455 Burton St.	West Half of Office	56842144700725
7	1435 Burton St.	East Half of Office	56842144700625



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.

Date: 08/09/2018

SHERIDAN
MEMORIAL HOSPITAL

Sheridan Memorial Hospital
Master Plan for Medical Arts District
Submitted to the City of Sheridan
July 2018



Sheridan Memorial Hospital – 1952 (present location)

This master plan is created to comply with the requirements for Sheridan Memorial Hospital campus to become zoned as “Medical Arts District”. The plan includes:

- Executive summary
- CEO approval for zoning change
- Site drawing of proposed land uses
- Exterior building design
- Building setbacks
- Typical Landscaping
- Location of public and private utilities Site drawing of utilities
- Open space, parkland, areas of protected natural habitat
- Drainage plan
- Parking plan
- Conceptual transportation plan, including multi-modal linkages
- Proposed signage



Sheridan Memorial Hospital - 2006

Executive Summary

One of the most important requirements of a community is access to quality healthcare. For over 100 years, Sheridan Memorial Hospital has been serving our community, and fulfilling that requirement. With progressive, state-of-the-art facilities, sophisticated technology and services beyond what one might expect in a hospital this size, patients can take comfort in knowing they are receiving high quality care.

Sheridan Memorial Hospital has been in its present location since 1952. With great forethought, the county leadership placed the hospital in an area that would allow future growth for buildings and parking. This is a luxury that very few hospitals enjoy. The original building was on the outskirts of the City. Since that time the city has expanded and now completely surrounds the Hospital campus.

Converting the campus to a “Medical Arts District” will allow the hospital to provide our patients and visitors important wayfinding signage not allowed in the current R-3 zone. This master plan shows the current health oriented campus, and projected areas to provide facilities for future needs. It is Sheridan Memorial Hospital’s goal to maintain a therapeutic “park-like” setting that is consistent with the existing neighborhood.

Sheridan Memorial Hospital

1401 West 5th Street
Sheridan, WY 82801
(307) 672-1000

www.sheridanhospital.org

July 16, 2018

Brian J. Craig, AICP
City of Sheridan
Community Development Director
55 Grinnell Plaza
Sheridan, WY 82801

Re: Request for zoning change to a Medical Arts District

Dear Mr. Craig,

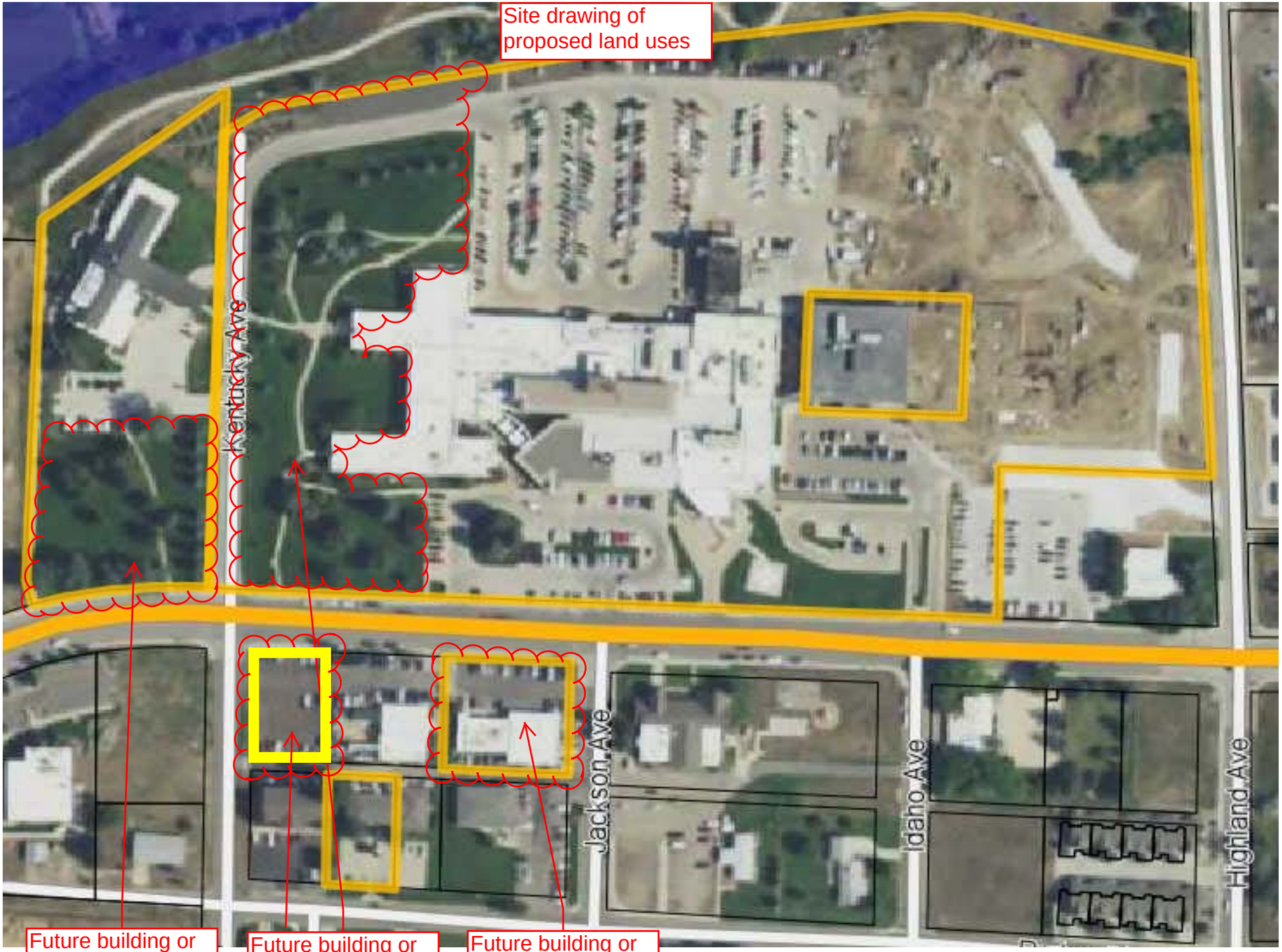
As the Chief Executive Officer for Sheridan Memorial Hospital, I am authorized to request that the hospital campus zoning as defined in the Master Plan submitted with this request, be changed to a Medical Arts District.

Please feel free to contact me at 672-1044 (o) or 752-4555 (c) with any questions concerning this request for a zoning change for the hospital.

Sincerely,

Mike McCafferty, CEO
Sheridan Memorial Hospital

Enclosures


Site drawing of proposed land uses
Kentucky Ave
Jackson Ave
Idaho Ave
Highland Ave
Future building or parking area
Future building or parking area
Future building or parking area

Building Design

Sheridan Memorial Hospital uses a variety of building design styles. The preferred construction method is masonry exterior, store-front windows, and flat roofs. Other construction methods are used as desired, depending upon the purpose of the building or for aesthetics. Future building envelopes will be constructed that are consistent with existing designs, as reflected in attached photos.









Building Setbacks

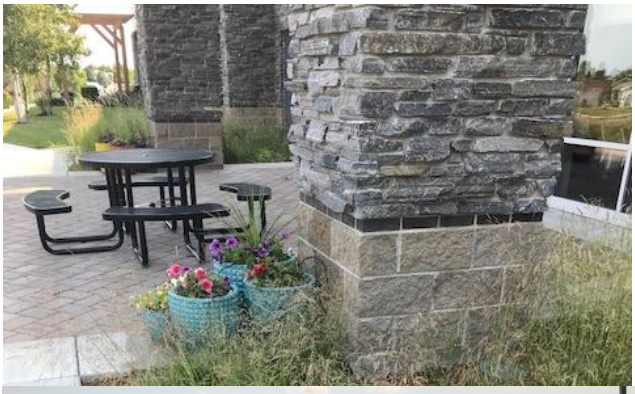
Sheridan Memorial Hospital will use the following setbacks:

Front yard – 5 feet
Rear yard – 5 feet
Side yard – 5 feet

New construction designs will be sensitive to residential neighbors. Whenever possible, building construction will utilize a minimum setback of 25 feet for all directions from property line. In the future, setbacks may have to be the minimum of 5 feet (depending upon the location of parking lots). Setbacks less than 25 feet will be used for buildings less than thirty-five (35) feet in height.

Typical Landscaping

Landscaping will be consistent with existing installations, as reflected below. Whenever possible, plants selected will be non-disease prone, and non-invasive species.















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3/28/2017 9:59:43 AM



EX. A

Morrison Maierle
engineers • surveyors • planners • scientists

SHERIDAN MEMORIAL HOSPITAL
WATER SYSTEM BASE MAP
SHERIDAN, WYOMING

UTILITY BASEMAP

Drawn by: KRL
Checked: JMF
Copyright: 2016

Date	Revision Description	By

PROJECT NO: 6024.XXX.XX

DATE: 10/11/2016

Open space, parkland, areas of protected natural habitat

Future construction will always consider open space to be an important part of the design. The parklike setting that the Hospital promotes will continue, with the consideration that a minimum of 10% of the campus will include “park-like” amenities (grass, shrubs, flowers, trees, walking paths, outdoor seating).



Drainage Plan

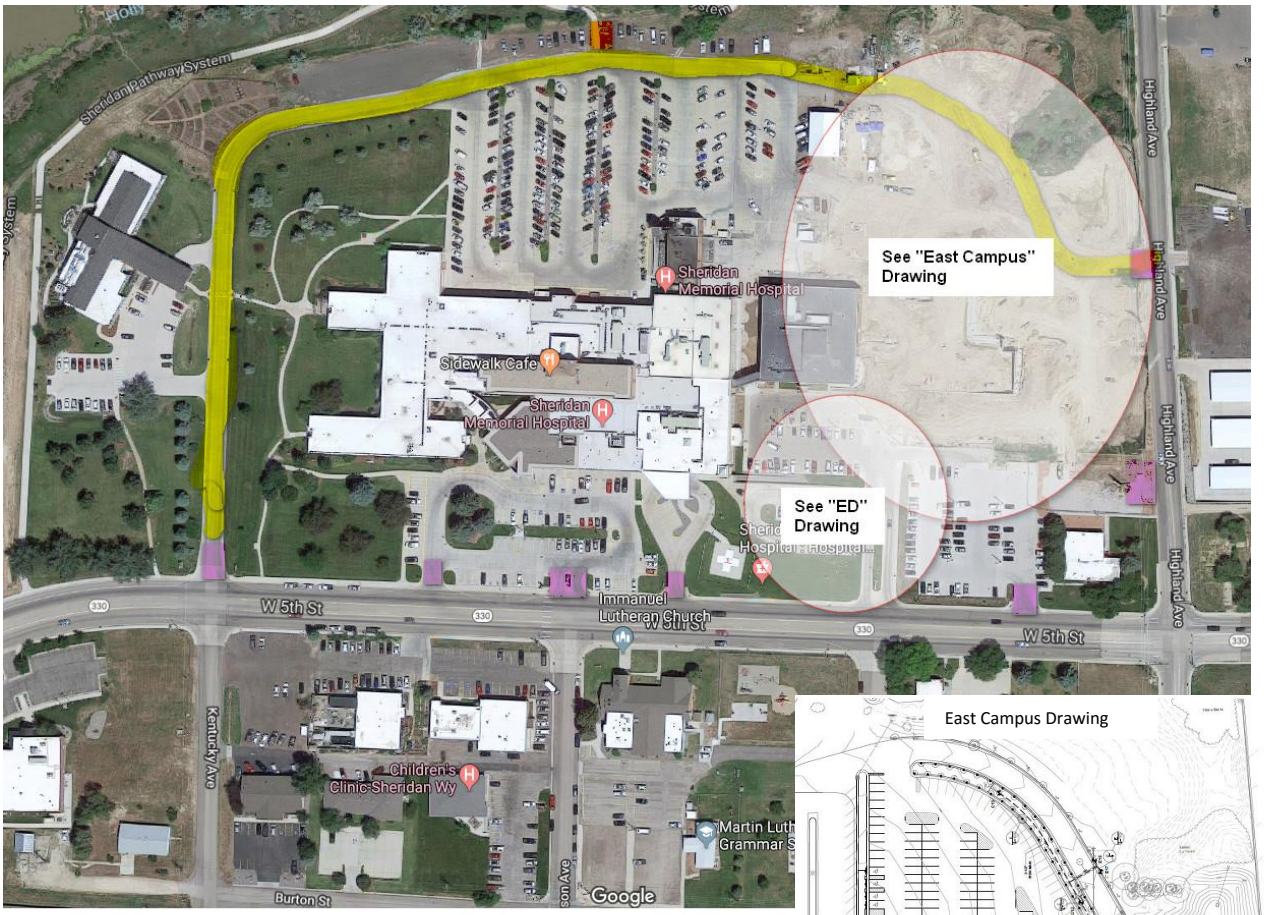
Sheridan Memorial Hospital has an existing drainage system in place, approved by DEQ and City of Sheridan. All future building projects will have drainage systems and stormwater management consistent with existing facilities and will be designed and approved with future building permits.

Parking Plan

See attached parking study

Conceptual Transportation Plan

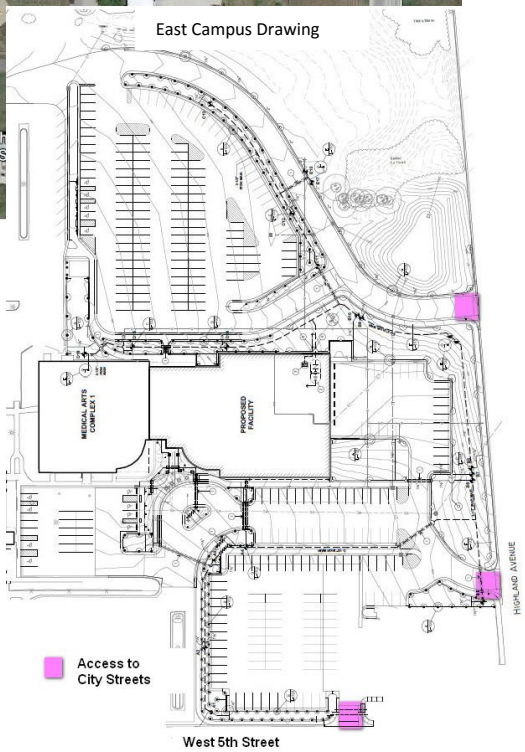
Existing transportation amenities include access points to City streets for vehicular traffic. The access points are well placed for patients, visitors, staff and delivery vehicles to access the desired location on the campus. Non-motorized traffic (i.e. walking, bicycle) linkages are also existing, including sidewalks and direct access to the Sheridan Pathways. Future construction will give consideration to multi-modal linkages.

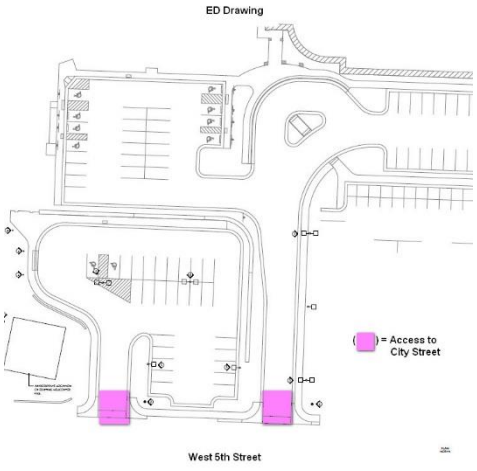


Access points to City Streets

Main Drive

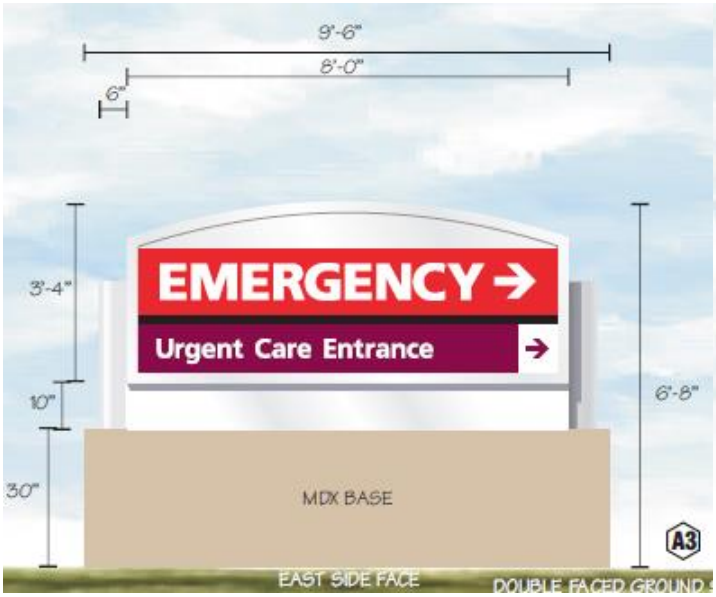
Access point to Pathway



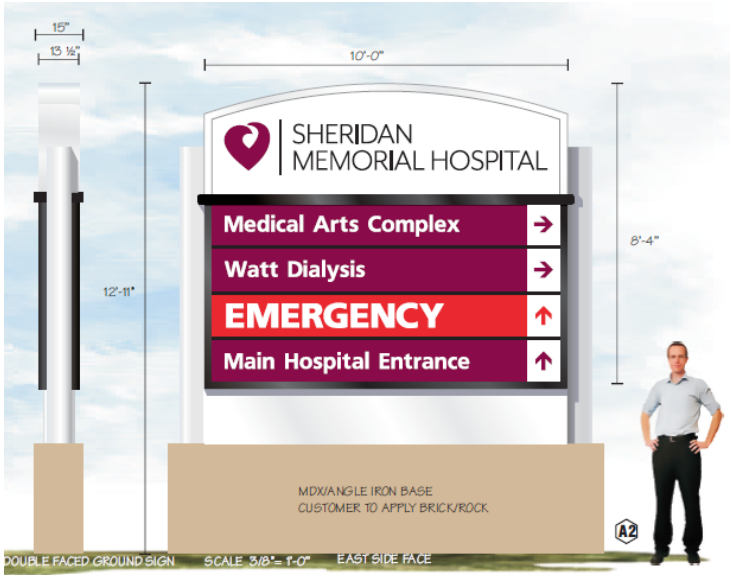


Signage

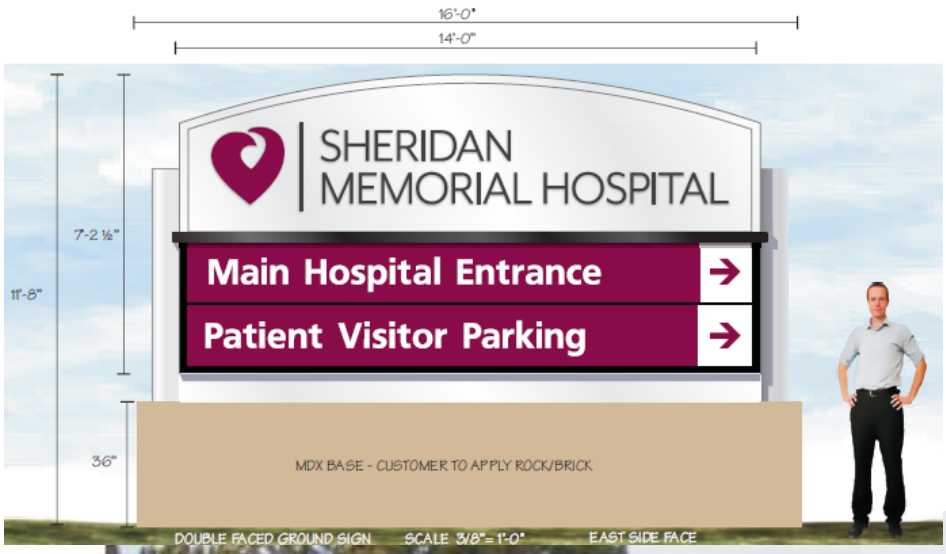
Sheridan Memorial Hospital uses signage for patient and visitor wayfinding. Signs are placed at strategic locations to allow visitors and patients the ability to find their destination and parking areas. Signs are located at access intersections with city streets, driveways, parking lots and building exteriors. Sign sizes are selected to promote wayfinding, as opposed to advertising. Maximum height will be 14 feet on 5th street frontage, 10 feet on Highland Avenue. Signs will be consistent with existing and proposed typical signs below.










16'-0"
14'-0"
SHERIDAN
MEMORIAL HOSPITAL
Main Hospital Entrance
Patient Visitor Parking
7'-2 ½"
11'-8"
36"
MDX BASE - CUSTOMER TO APPLY ROCK/BRICK
DOUBLE FACED GROUND SIGN SCALE: 3/8"= 1'-0" EAST SIDE FACE


5'-0"
SHERIDAN
MEMORIAL HOSPITAL
Medical Arts Complex
29"
3"
24"
SCALE: ½"= 1'-0"
SOUTH FACE


Welch Cancer Center


Wetlands
Open
Open
Highland Avenue
MAC
MOB
ED/ICU
Open
Open
Open
Open
Open
A4
E2
E1
C
A2
A3
H
B
D
F

PARKING STUDY

for

Sheridan Memorial Hospital

Sheridan, Wyoming

VISTA WEST ENGINEERING



October 2015

1470 Sugarland Dr., Ste 3 | Sheridan, WY 82801 | 307.672.9310
123 W. 1st St., Ste 640 | Casper, WY 82601 | 307.577.0450
www.vistawestengr.com

PARKING STUDY

for

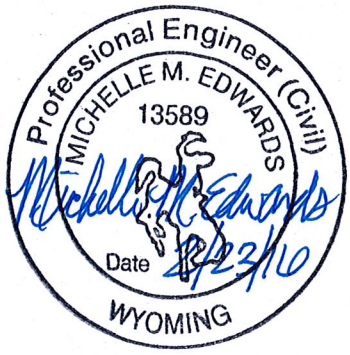
SHERIDAN MEMORIAL HOSPITAL

VISTA WEST ENGINEERING
PROJECT NO. 01152494

Sheridan, Wyoming

CERTIFICATE OF ENGINEER
State of Wyoming)
) ss
County of Sheridan)

I, Michelle M. Edwards, do hereby certify that this Report was prepared by me, or under my direct supervision.



Prepared by:

Vista West Engineering
1470 Sugarland Dr., Ste. 3
Sheridan, Wyoming 82801

October 2015

Table of Contents

1 INTRODUCTION 1

2 EXISTING CONDITIONS 1

2.1 Parking Occupancy Survey 5

2.2 Parking Turnover Rates 10

3 PARKING RATES AND FUTURE EXPANSION 11

3.1 Hospital Services 11

3.2 Clinic Services 13

4 CONCLUSIONS AND RECOMMENDATIONS 14

APPENDIX A – PARKING OCCUPANCY SURVEY RESULTS

Table of Figures

Figure 2-1. Overall Campus Map 2

Figure 2-2. Percent Utilization for All Lots 6

Figure 2-3. Percent Utilization for All Lots, Assuming No Available Street Parking 8

Figure 2-4. Percent Utilization for Hospital Services Lots 9

Figure 2-5. Percent Utilization for Clinic Services Lots 9

Figure 2-6. Turnover Rates 10

Table of Tables

Table 2-1. Total Parking Spaces 4

Table 2-2. Critical Capacity 7

Table 3-1. Existing Employees and Square Footage By Building 11

1 INTRODUCTION

This report summarizes a parking study conducted for the Sheridan Memorial Hospital campus in Sheridan, Wyoming. Vista West Engineering was retained by Sheridan Memorial Hospital to complete the study. The primary purpose of this study was to address the existing parking needs of Sheridan Memorial Hospital, as well as determine future parking needs as the hospital expands. Having reviewed existing operations, Vista West Engineering completed an analysis of existing conditions, assessed parking rates from the Institute of Transportation Engineers (ITE) Parking Generation Manual and the City of Sheridan Municipal Code, and evaluated parking lot usage, before making recommendations. Recommendations made within this report are based upon nationally accepted standards and the professional traffic engineering judgment of the author.

2 EXISTING CONDITIONS

The Sheridan Memorial Hospital campus is located on West 5th Street in Sheridan, Wyoming. The campus is spread out on the northwest corner of West 5th Street and Highland Avenue. There are multiple access points along West 5th Street and one access point on Highland Ave. There are also some extension office locations on the south side of West 5th Street, on the block between Jackson Street and Kentucky Avenue. See Figure 2-1 for the overall campus map.

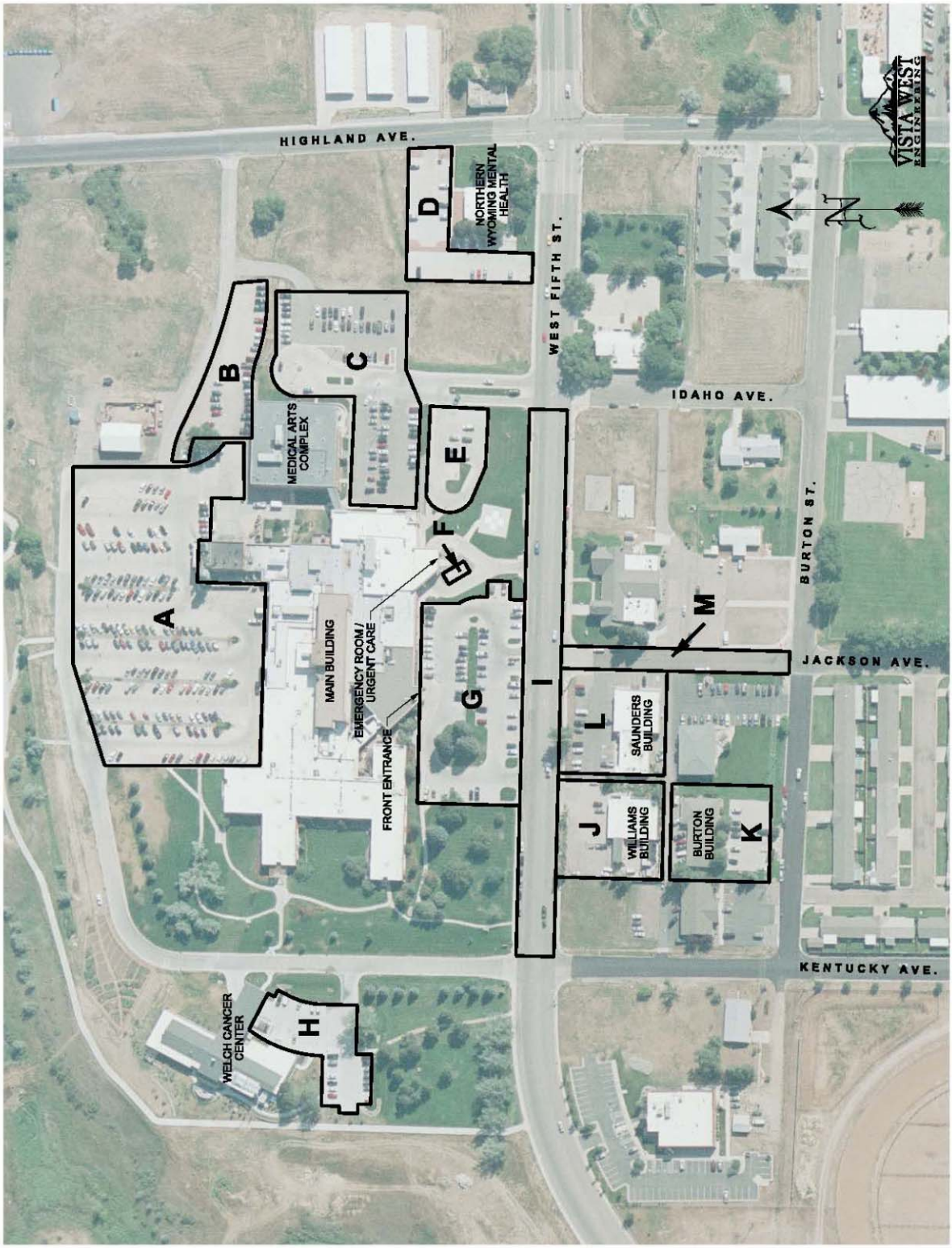


Figure 2-1. Overall Campus Map

There are many buildings on the Sheridan Memorial Hospital campus, labeled in Figure 2-1, that serve different functions. The main building contains the majority of the hospital services, including the Emergency Room, Intensive Care Unit, patient rooms, etc. The Medical Arts Complex (MAC) contains clinical and other services such as Big Horn Heart Center, Sheridan Women's Clinic, Sheridan Radiology, Big Horn Surgical, Strahan & Associates, and Hospital Pharmacy West. The Welch Cancer Center on the far west side of the campus contains cancer-related services. Across West 5th Street from the main hospital building are 3 buildings containing additional patient services. The Williams Building, on West 5th Street, houses billing, patient accounts, and finance services. The Saunders Building, on the corner of West 5th Street and Jackson Avenue, houses Big Horn Ear, Nose, and Throat as well as Big Horn Mountain Medicine. Additional Big Horn Mountain Medicine services are also housed in the Burton Building on Burton Street.

The parking lots are currently classified by letter designations (A, B, C, etc.), as shown in Figure 2-1. Lot A is located north of the main hospital building. This lot is greatly utilized by hospital employees. At the time of this study, additional gravel parking had just been added along the north edge of this lot in preparation for the construction on the Intensive Care Unit. The vehicles that were parked in this gravel parking were counted as a part of the inventory, but the area was not included in the calculation of total spaces. Lot B was designated as the area to the north and east of the MAC building. This is a gravel area that does not have striped spaces, which is utilized by employees. It was assumed that 40 vehicles could be parked in this area and this number was included in the total number of spaces. Lot C serves the MAC Building and access to the Watt Dialysis Center, which is located in the main hospital building. Similar to Lot A, Lot C has some gravel parking along its east and south edges that were not included in the calculation of total spaces. Lot D encompasses the parking lot for the Northern Wyoming Mental Health Center. Lot E contains parking spaces for the Emergency Room and Urgent Care facilities. Lot F designates the few spots for emergency response vehicles. Lot G is the lot in front of the main hospital building, off of West 5th Street. Lot H is the lot serving the Welch Cancer Center. Lot I was identified as the on-street parking allowed along both sides of West 5th Street, between Idaho Ave. and Kentucky Ave. Lot J was identified as

the lot for the Williams Building across West 5th Street from the main hospital building. Lot K serves the Burton Building located on Burton Street, while Lot L serves the Saunders Building located on West 5th Street. For Lots J, K, and L, designation included the spaces located in the alley behind the Williams, Burton, and Saunders Buildings, respectively. Lot M was identified as the on-street parking allowed along both sides of Jackson Avenue, between West 5th Street and Burton St.

There are approximately 388 employees at Sheridan Memorial Hospital, including staff at the extension office locations at the Burton, Saunders, and Williams Buildings. There are currently approximately 675 parking spaces on the Sheridan Memorial Hospital campus. See Table 2-1 for the breakdown of parking spaces by lot.

Table 2-1. Total Parking Spaces

Parking Spaces By Lot			
Lot Designation / Name	**Number of Regular Spaces**	**Number of Handicapped Spaces**	**Number of Miscellaneous Spaces**
Hospital Services			
Lot A / Employee (North of SMH)	237	8	-
Lot E / Emergency Room & Urgent Care	12	2	-
Lot F / Helipad & Emergency Parking	4	0	-
Lot G / Visitor & Main Entrance	54	5	12 (Doctor only)
Lot I / West 5th Street	23	0	-
Lot J / Williams Building	24	1	-
Lot M / Jackson Avenue	17	0	-
Hospital Services Total	**371**	**16**	**12**
Clinic Services			
Lot B / Employee (North of MAC)	40	0	-
Lot C / Medical Arts Complex	83	6	-
Lot D / Northern Wyoming Mental Health	52	1	-
Lot H / Welch Cancer Center	28	2	-
Lot K / Burton Building	24	1	-
Lot L / Saunders Building	35	4	-
Clinic Services Total	**262**	**14**	**-**
Total	**633**	**30**	**12**

Standards have been set forth by the Department of Justice in compliance with the Americans with Disabilities Act (ADA) in regards to the number of handicapped spaces per individual lot. According to the 2010 ADA Standards for Accessible Design, a parking facility with 1 to 25 spaces, requires a minimum of 1 handicapped space, 26 to 50 spaces requires a minimum of 2 handicapped spaces, 51 to 75 spaces requires a minimum of 3 handicapped spaces, 76 to 100 requires a minimum of 4 handicapped spaces, 101 to 150 requires a minimum of 5 handicapped spaces, and a parking facility with 151 to 200 requires a minimum of 6 handicapped spaces.

Disregarding the on-street parking (Lots I and M), and the employee gravel parking (Lot B) because they are not official parking facilities, all lots meet the current ADA standards for minimum number of handicapped spaces with the exception of Lot D, the Northern Wyoming Mental Health Center. Therefore, it is recommended that Lot D be remedied to include the proper number of handicapped parking spaces, which would require adding 2 designated spaces.

2.1 Parking Occupancy Survey

On Tuesday, August 11 and Wednesday, August 12, 2015, parking occupancy surveys were completed. Each parking lot was inventoried for number of vehicles, once an hour, for 13 hours each day. For this survey, there were locations in Lot A, B, and C that are not striped as official parking spaces, but often had vehicles parked in them. These locations were counted as spaces for the purpose of this occupancy survey. For the parking along West 5th Street, it was assumed that there is available parking for vehicles along both sides of the street from Idaho Ave. to Kentucky Ave. with the exception of the "No Parking" areas identified by yellow curb. For the parking along Jackson Ave., it was assumed that there is available parking for vehicles along both sides of the street from West 5th St. to Burton St. Though this on-street parking truly is overflow parking for the hospital's parking lots, it was important to gather information on them to determine how many vehicles are utilizing it. Figure 2-2 shows the results of the parking occupancy survey for the two days for all parking lots.

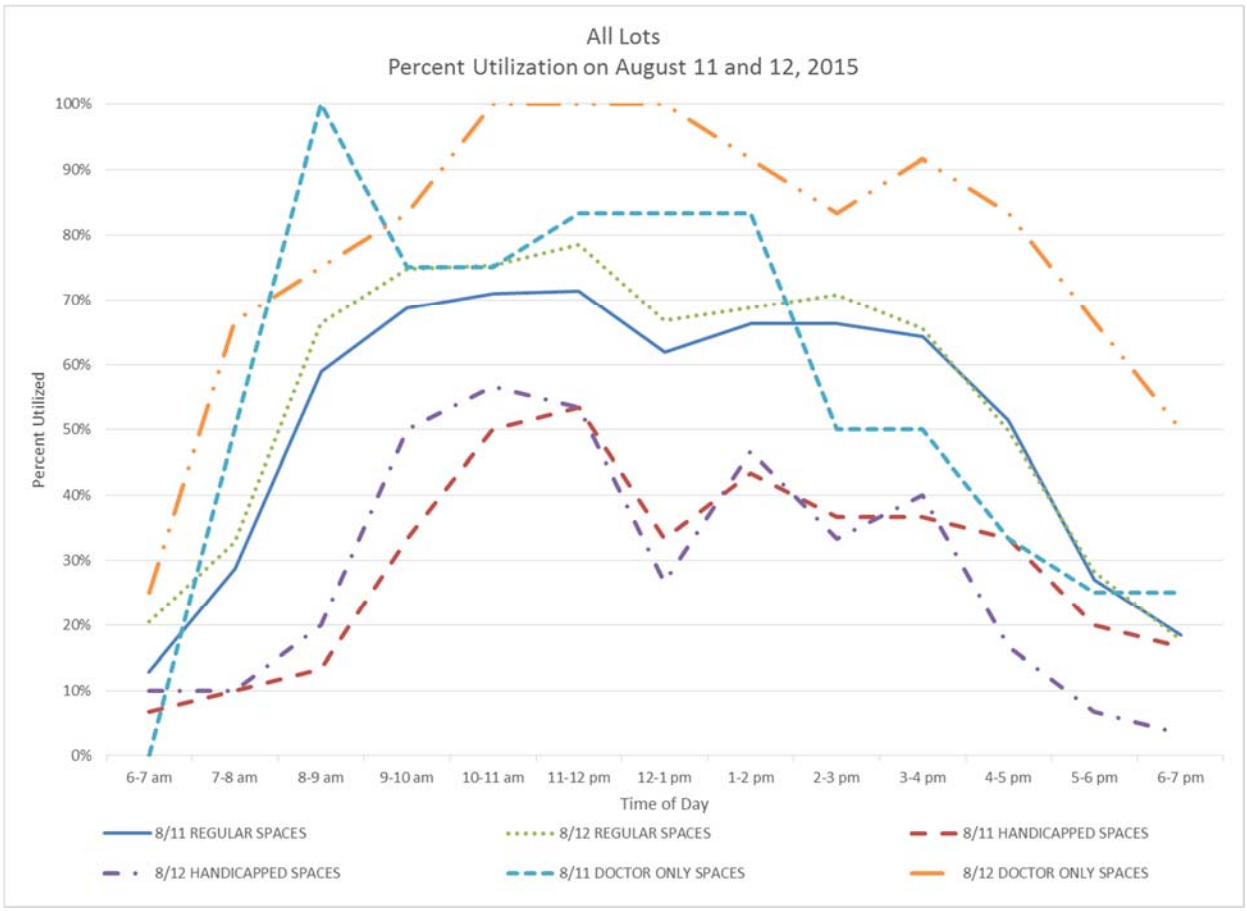


Figure 2-2. Percent Utilization for All Lots

It can be seen that overall, the regular spaces in all of the parking lots were never more than 80% full, but they are at their fullest in the mornings from 9:00 to 12:00, followed by the afternoons from 1:00 to 3:00.

In general, due to variations in parking demand that can occur, critical utilization rates are normally considered to be approximately 85%. At utilization rates exceeding 85% occupancy, conditions can be considered insufficient and more spaces are justified. The percent utilization graphs for each individual lot can be found in Appendix A. Although the overall parking on the campus is not at critical capacity, the graphs of the individual lots show that some areas are. Table 2-2 summarizes the lots that are at or are approaching critical capacity according to the graphs of the individual lots.

Table 2-2. Critical Capacity

Parking areas at or above critical capacity	Lot C - Medical Arts Complex
	Lot E - Emergency Room
	Lot J - Williams Building
Parking areas approaching critical capacity	Lot A - Employee Lot North of Hospital
	Lot G - Visitor & Main Entrance
	Lot H - Welch Cancer Center

While taking inventory of the lots, some observations were made. Lots C and J were not only at capacity through most of the day, but they are both also utilizing overflow-type parking via on-street or gravel parking. As would be expected, the peak times for parking appear to be between the hours of 8 am and 5 pm. Although the hospital provides services and has staff on hand 24 hours a day, the majority of the parking traffic is generated by the services offered between the hours of 8 am to 5 pm.

It should also be noted that Lots I and M are on-street parking areas that serve the hospital, but are located on city-owned street corridors. Ideally, it would be preferable to keep all parking within the campus. Over the two days of collected data, there were an average of 9 vehicles parked on West 5th Street (Lot I) and another 9 vehicles parked on Jackson Avenue (Lot M) during the hours of 8 am to 5 pm. Additional analysis was completed as if the street parking was not available to employees and customers. If this was the case, the percent utilization of the existing parking lots would be increased on average by about 4.5%, as shown in Figure 2-3. With this increase, the overall parking lot utilization does start to reach critical capacity. Therefore, if the on-street parking was ever to be disallowed by the city, the parking lot utilization would be higher.

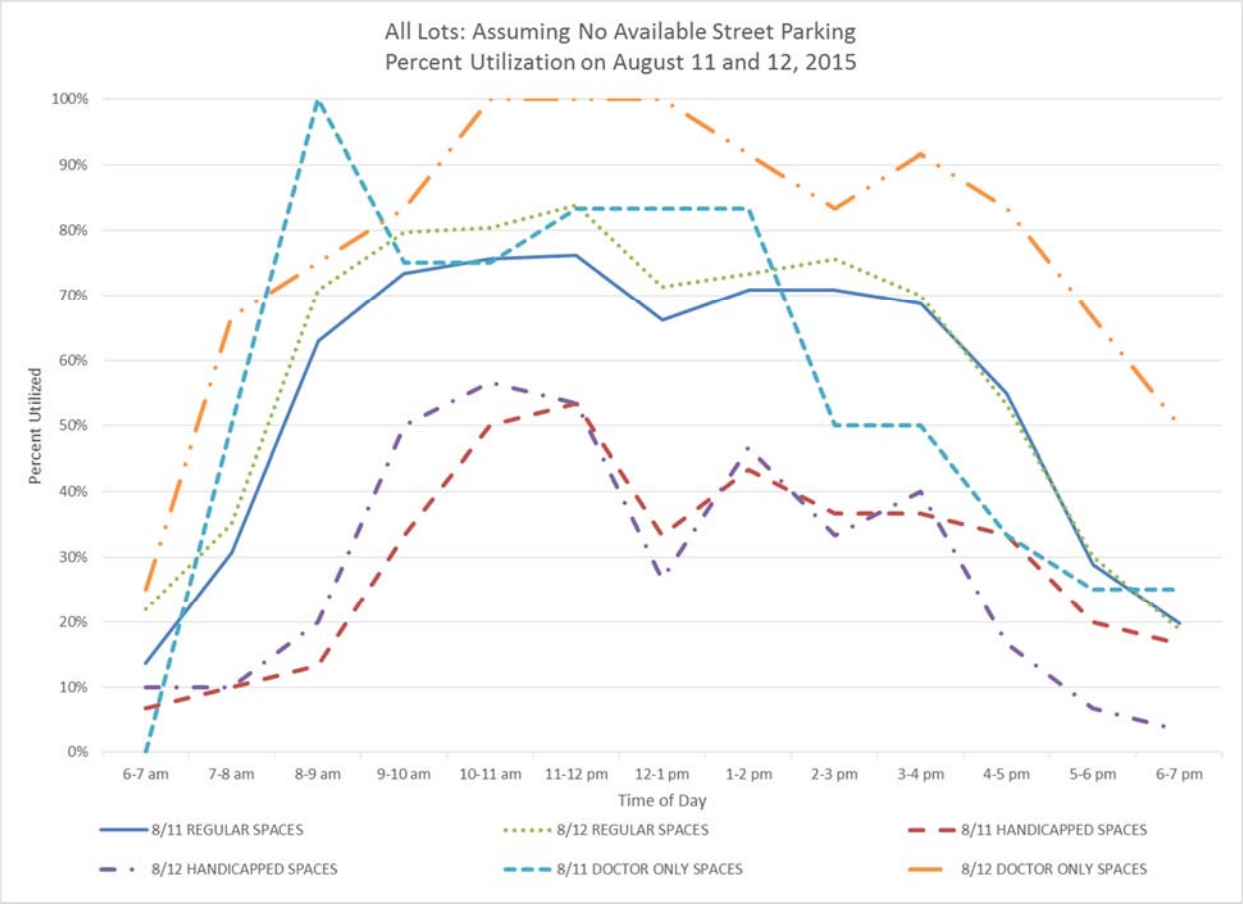


Figure 2-3. Percent Utilization for All Lots, Assuming No Available Street Parking

For the purpose of analyzing parking generation rates later in the report, the Sheridan Memorial Hospital campus was broken into two categories; hospital services and clinic services. These two types of services have different trends when looking at the parking generation rates. Hospital services includes all of the services offered out of the main hospital building, as well as the billing and financial services located in the Williams Building. The remaining services located in the MAC Building, Saunders Building, Welch Cancer Center, and Burton Building were included in the clinic services category. The utilization rates of the hospital services and clinic services can be seen in Figure 2-4 and Figure 2-5, respectively. It can be seen that the parking utilization rates are higher for the hospital services than the clinic services. The hospital services lots are being used at a more constant rate throughout the day, while the clinic services lots have a distinct break in the lunch hour and slightly higher rates during the morning hours compared to the afternoon hours.

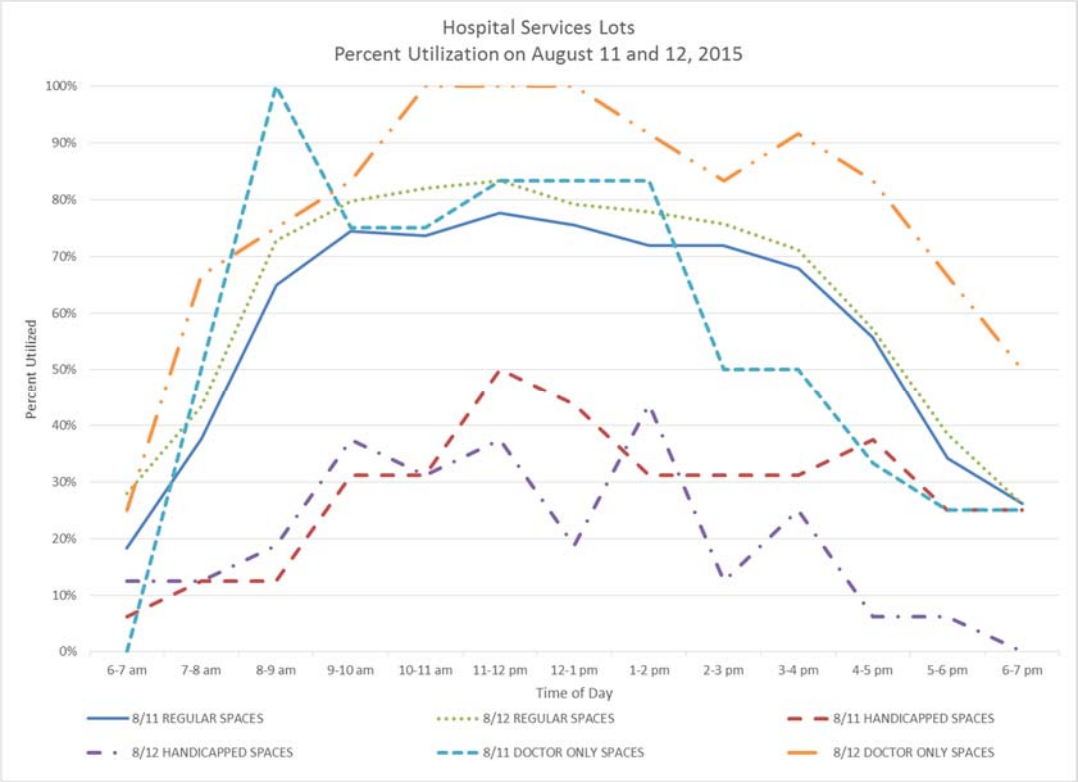


Figure 2-4. Percent Utilization for Hospital Services Lots

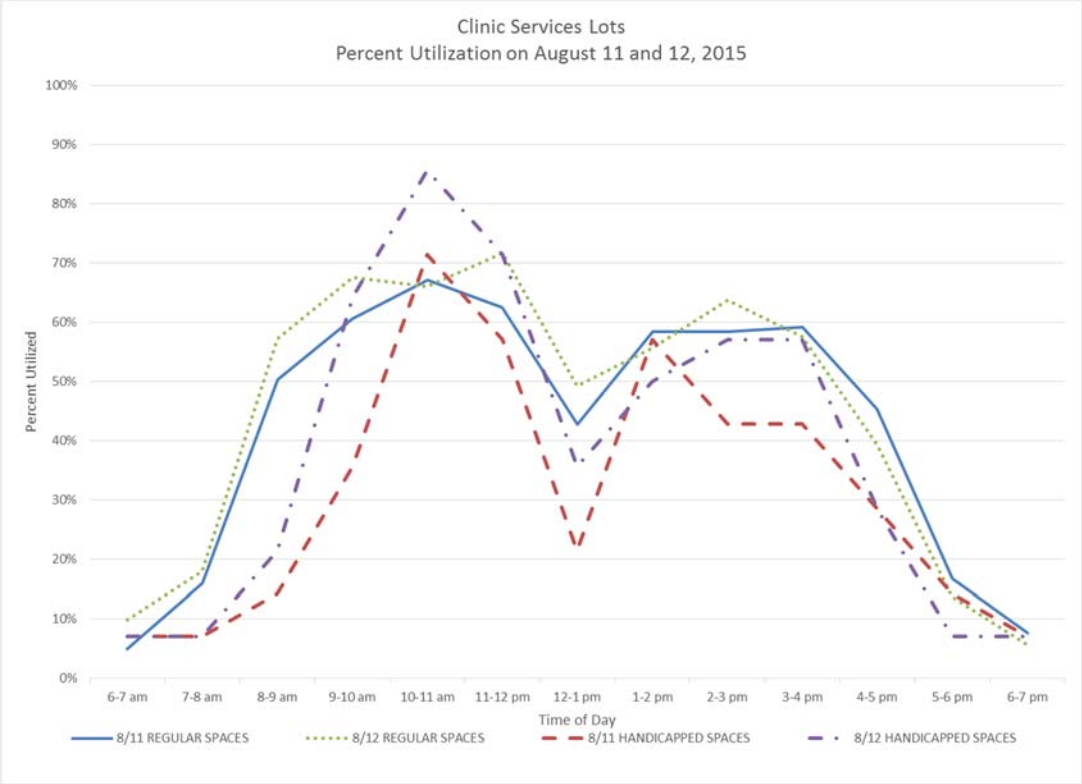


Figure 2-5. Percent Utilization for Clinic Services Lots

2.2 Parking Turnover Rates

While taking vehicle inventory during the occupancy survey, it was observed that most spaces were occupied for more than one hour. Turnover rates were estimated from the hourly occupancy rates. Figure 2-6 shows the turnover rates from one hour to the next from the parking lot inventories. The positive numbers identify times of day where the number of vehicles in all of the lots is increasing. The negative numbers identify times of day where the number of vehicles in all of the lots is decreasing. It can be seen that more vehicles are arriving than are leaving during the morning hours from 6 AM to 11 AM. During the period from 11 AM to 12 PM, more vehicles are leaving than are arriving. It was determined that less than 30% of all the spaces turnover in a one hour period.

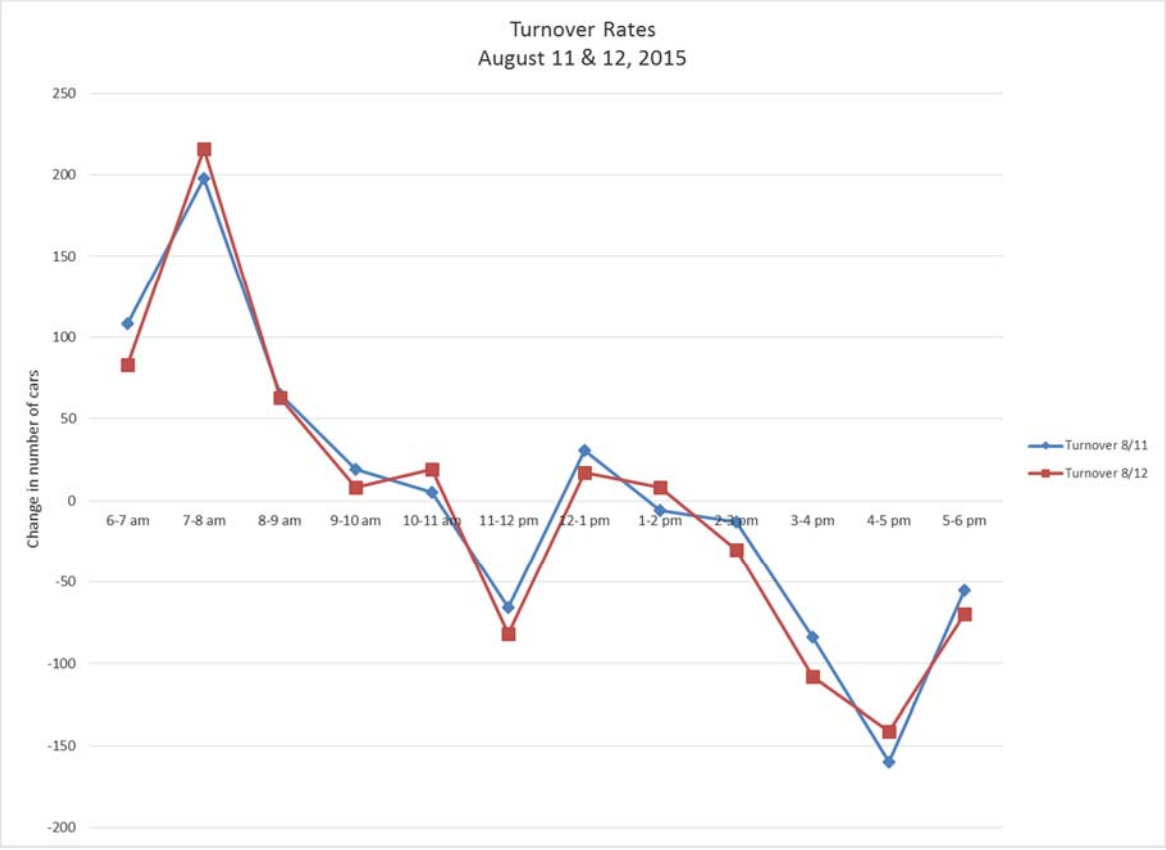


Figure 2-6. Turnover Rates

3 PARKING RATES AND FUTURE EXPANSION

Parking generation rates can be calculated numerous ways. For hospitals and clinics, the rate can be determined based on the number of employees, the square footage of the facility, or number of beds (for hospital services only) utilizing the Institute of Transportation Engineers (ITE) Parking Generation Manual, the City of Sheridan Municipal Code, and the existing rates. Using the existing rates is often the best method for an existing facility, but each of these methods was examined for Sheridan Memorial Hospital. The number of existing employees and square footage, broken out by building, can be seen in Table 3-1.

Table 3-1. Existing Employees and Square Footage By Building

Building Name	Number of Employees	Square Footage
Hospital Services		
Main Hospital	258	237,760
Williams Building	25	5,000
Hospital Services Total	**283**	**242,760**
Clinic Services		
Dialysis Unit	4	5,120
Medical Arts Center	43	34,040
Welch Cancer Center	14	15,400
Saunders Building	28	10,409
Burton Building	16	5,976
Clinic Services Total	**105**	**70,945**
Overall Total	**388**	**313,705**

3.1 Hospital Services

The existing parking rate for hospital services, based on number of employees, is calculated to be 1.41 spaces per employee. The calculated rate may be too high based upon the fact that the overall parking utilization for hospital services was documented to be 80% or less during the study. However, to achieve a rate that would ensure that parking utilization doesn't exceed 85%, it would be prudent not to use a parking rate less than 1.33 spaces per employee for future planning purposes. In comparison to the

national averages, the current edition (4th) of the ITE Parking Generation Manual gives an average peak period parking rate for rural hospitals of 0.76 spaces per employee. These averages were gathered from hospitals with an average of 1400 employees, compared to the 283 hospital services employees at Sheridan Memorial Hospital. Therefore, this rate is difficult to compare to the smaller hospital in Sheridan.

The existing parking rate for hospital services, based on facility square footage, is calculated to be 1.67 spaces per 1000 square feet. As mentioned previously, the calculated rate may be too high based upon the fact that the current utilization is 80% or less. It would be practical not to use a rate lower than 1.58 spaces per 1000 square feet for future planning purposes to prevent exceeding an 85% utilization rate. The ITE Manual gives an average rate of 2.50 spaces per 1000 square feet. However, this data was gathered from hospitals in suburban areas, so it may be unreasonable to compare to the rural location of Sheridan.

The existing parking rate for hospital services, based on number of beds, is calculated to be 4.53 spaces per bed. This was calculated using the 88 beds, the number that Sheridan Memorial Hospital is currently licensed for, though it should be noted that, on average, only 40% of these beds are currently being used. This calculated rate may be higher than necessary since the actual parking utilization rate is 80% or less. It would be practical not to use a rate less than 4.25 spaces per bed for future planning purposes to prevent exceeding an 85% utilization rate. The ITE Manual gives an average rate of 4.08 spaces per bed for rural hospitals, which is comparable. Also, the City of Sheridan Municipal Code requires a minimum of 4 parking spaces per bed, which is also comparable.

Each of these rate methods was analyzed for comparison purposes. Because the City of Sheridan bases hospital parking on number of beds, it is recommended that the rate per bed be used for future planning.

3.2 Clinic Services

The existing parking rate for clinic services, based on number of employees, is calculated to be 2.63 spaces per employee. The calculated rate may be too high based upon the fact that the overall parking utilization for clinic services was documented to be 70% or less during the study. However, to achieve a rate that would ensure that parking utilization doesn't exceed 85%, it would be prudent not to use a parking rate lower than 2.16 spaces per employee for future planning purposes. In comparison to the national averages, the ITE Manual gives an average peak period parking rate for clinics of 1.10 spaces per employee. This data was gathered from clinics consisting of suburban and urban sites, so this rate is most likely unreasonable for the rural location of Sheridan Memorial Hospital.

The existing parking rate for clinic services, based on facility square footage, is calculated to be 3.66 spaces per 1000 square feet. Again, this calculated rate may be higher than necessary since the actual utilization rate is 70% or less. It would be practical not to use a rate lower than 3.02 spaces per 1000 square feet for future planning purposes to prevent exceeding an 85% utilization rate. The ITE Manual gives an average rate of 4.94 spaces per 1000 square feet. However, this data was gathered from clinics consisting of suburban and urban sites, so this rate is most likely unreasonable for the rural location of Sheridan Memorial Hospital. For comparison purposes, the City of Sheridan Municipal Code calls for 3.64 spaces per 1000 square feet of medical, health, or dental clinics. This rate is almost identical to the existing parking rate for clinic services.

Each of these rate methods was analyzed for comparison purposes. Because the City of Sheridan bases clinic parking on square footage, it is recommended that the rate per 1000 square feet be used for future planning.

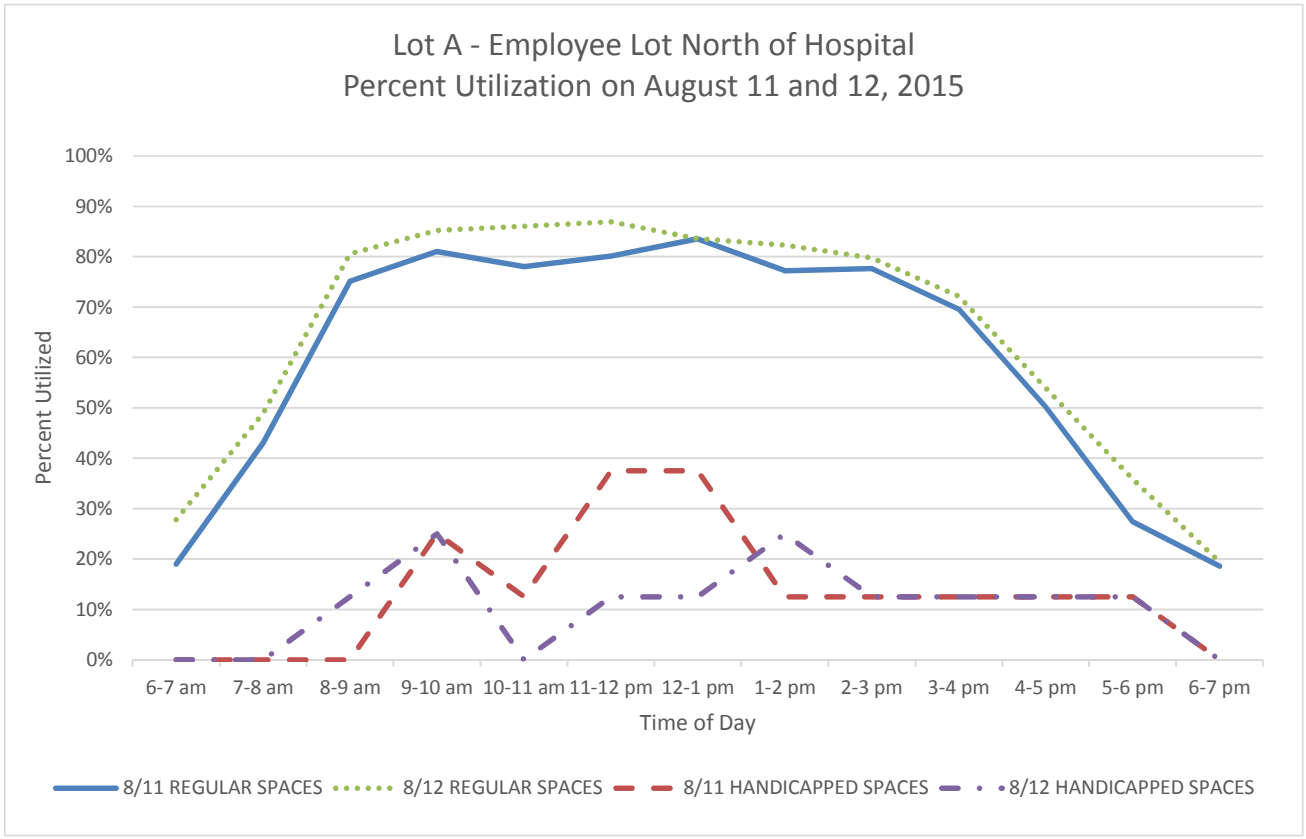
According to Sheridan Memorial Hospital, there is a proposed medical office building that will replace some of the current extension offices, including the Saunders Building and Burton Building. As the hospital moves forward with the expansion of its buildings and services, parking needs to be adequately expanded as well.

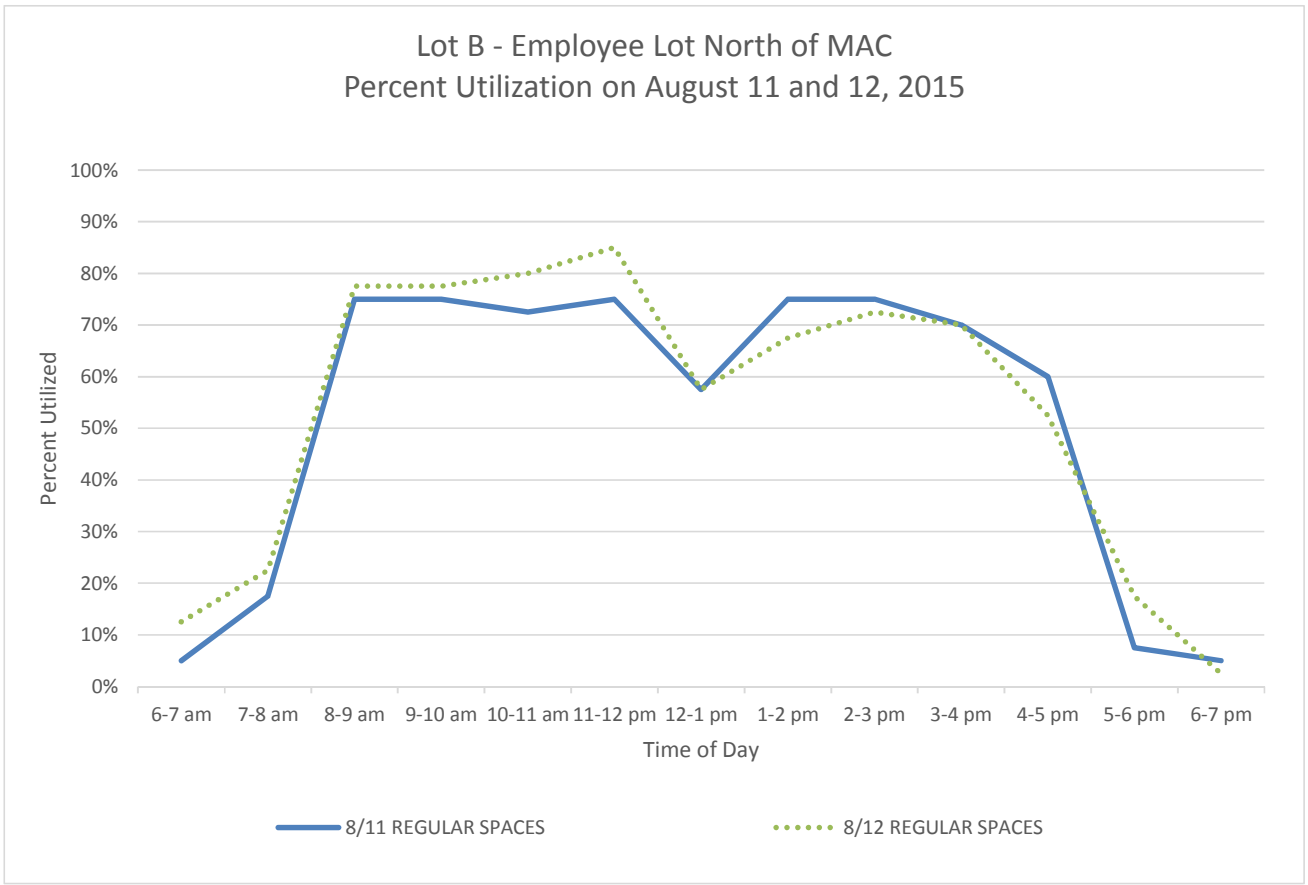
4 CONCLUSIONS AND RECOMMENDATIONS

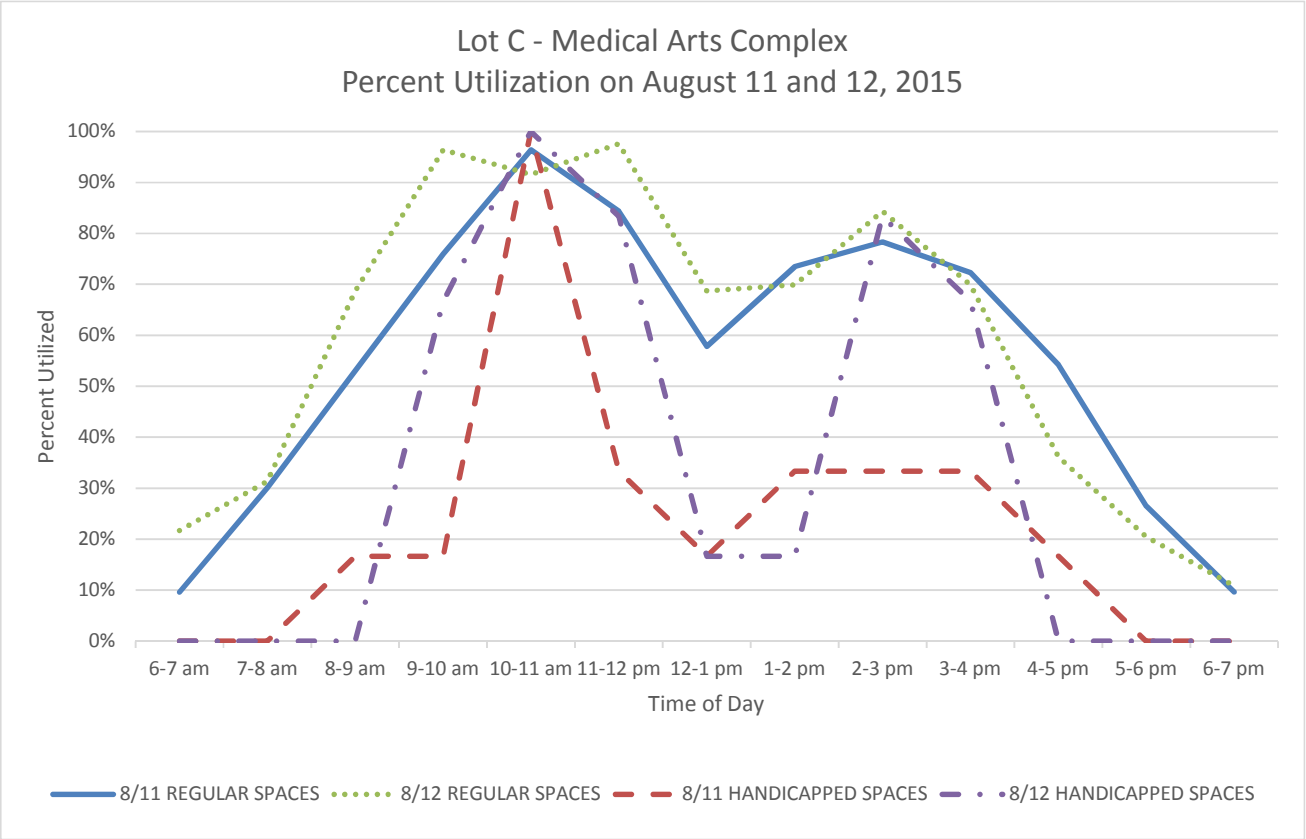
After analyzing existing conditions, the following conclusions and recommendations were reached.

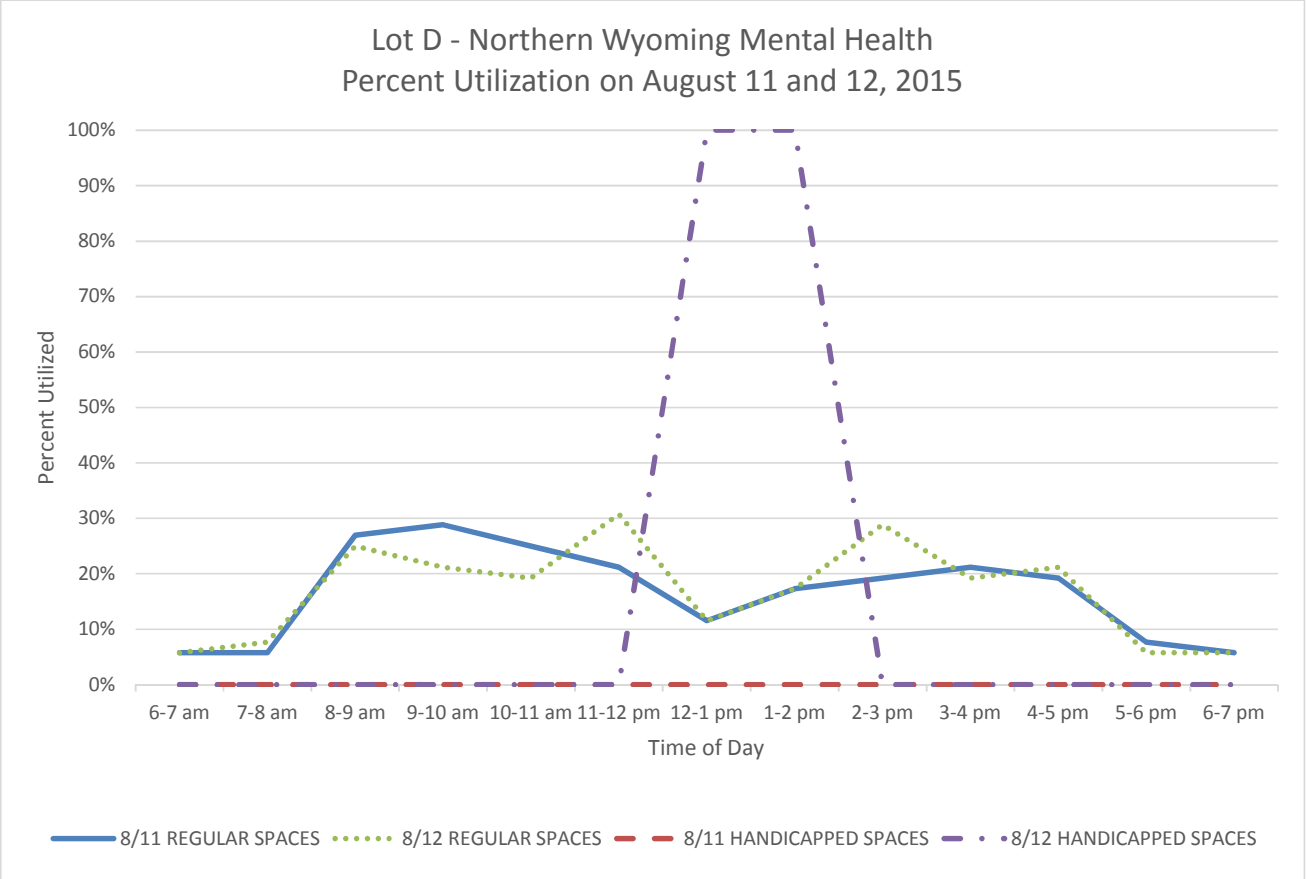
- Overall, the Sheridan Memorial Hospital campus has a sufficient number of parking spaces for the facility. However, the utilization of the parking lots shows that some areas of the campus are in need of additional parking, while others have an excess of parking.
- Separation of patient/customer and employee parking should be considered and signed as such to encourage better utilization of the existing lots. This will open up parking for patients and customers in the areas that they are needed.
- According to the ADA standards, Lot D at the Northern Wyoming Mental Health Building does not comply with the minimum number of handicapped spaces requirements. It is recommended that 2 ADA spaces be added to remedy this.
- Future building projects should consider the need for parking at accessible locations within the hospital campus. Planning of parking in conjunction with individual building projects and in relationship to the hospital's master plan should encompass most convenient pedestrian paths and overall accessibility.
- For hospital services, it is recommended that a future parking rate of 4.25 spaces per bed be utilized to avoid the lots from reaching critical capacity. This rate is higher than the 4.00 spaces per bed rate recommended by the City of Sheridan's Municipal Code.
- For clinic services, it is recommended that a future parking rate of 3.64 spaces per 1000 square feet be utilized. This is the rate recommended by the City of Sheridan's Municipal Code. The existing rate for clinic services is a comparable 3.66 spaces per 1000 square feet.

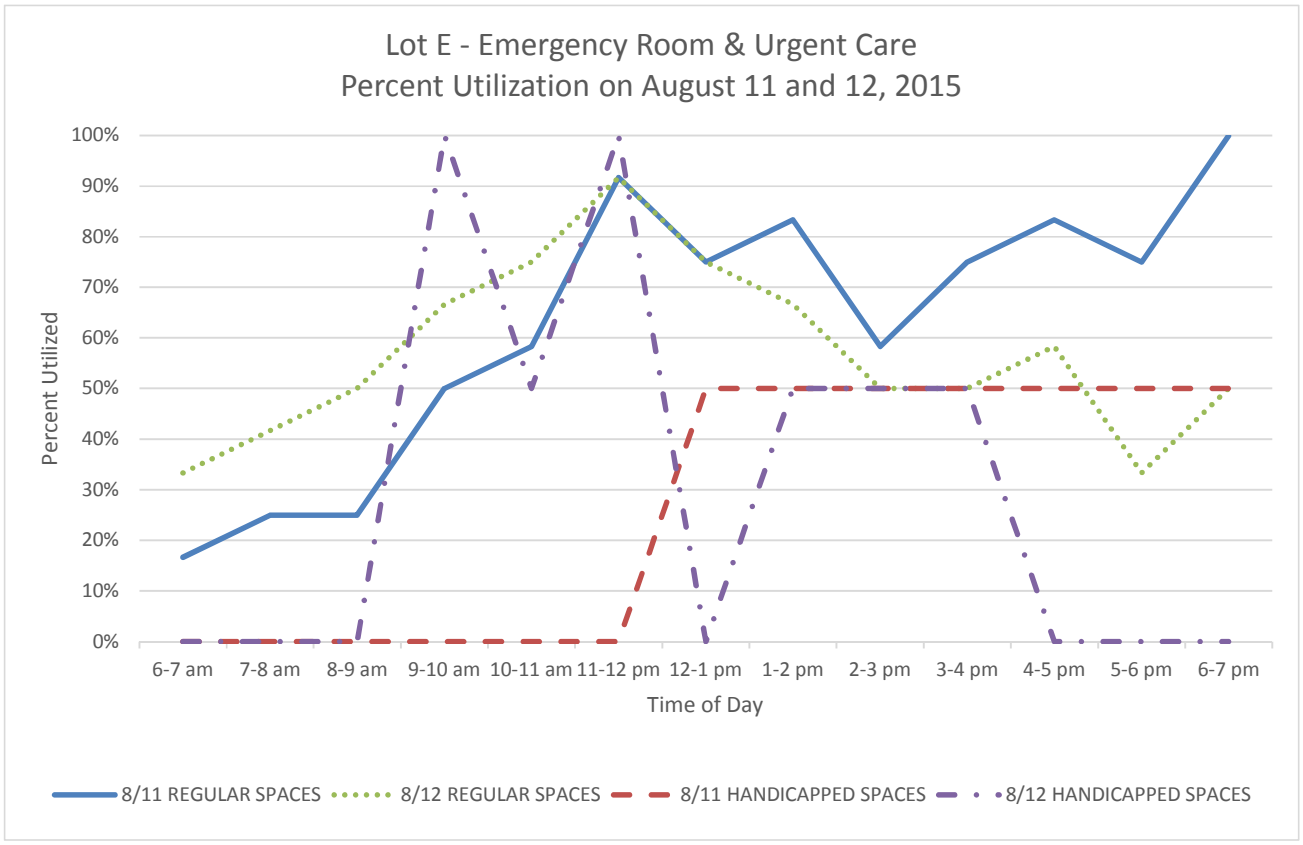
APPENDIX A – PARKING OCCUPANCY SURVEY RESULTS

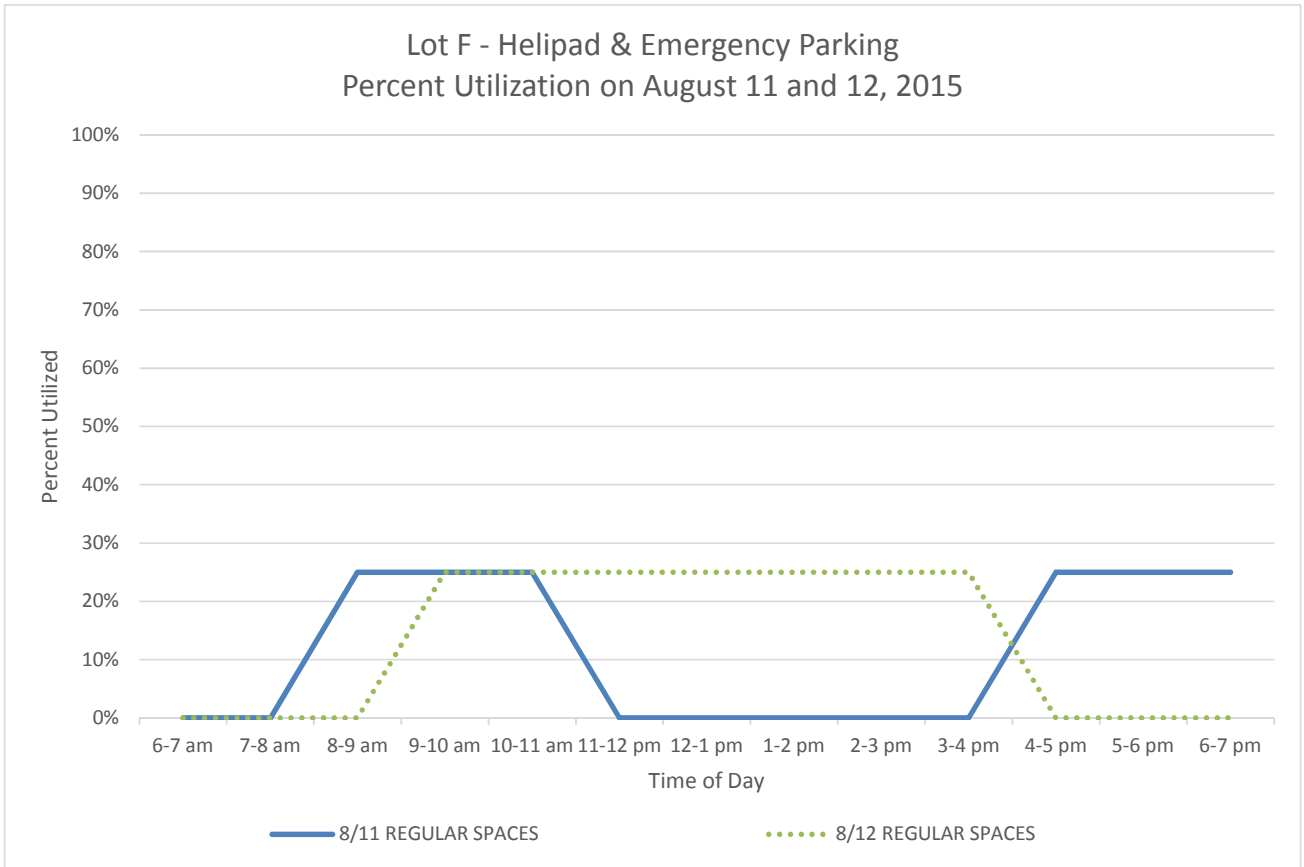

Lot A - Employee Lot North of Hospital
Percent Utilization on August 11 and 12, 2015
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
Percent Utilized
6-7 am
7-8 am
8-9 am
9-10 am
10-11 am
11-12 pm
12-1 pm
1-2 pm
2-3 pm
3-4 pm
4-5 pm
5-6 pm
6-7 pm
Time of Day
8/11 REGULAR SPACES
8/12 REGULAR SPACES
8/11 HANDICAPPED SPACES
8/12 HANDICAPPED SPACES

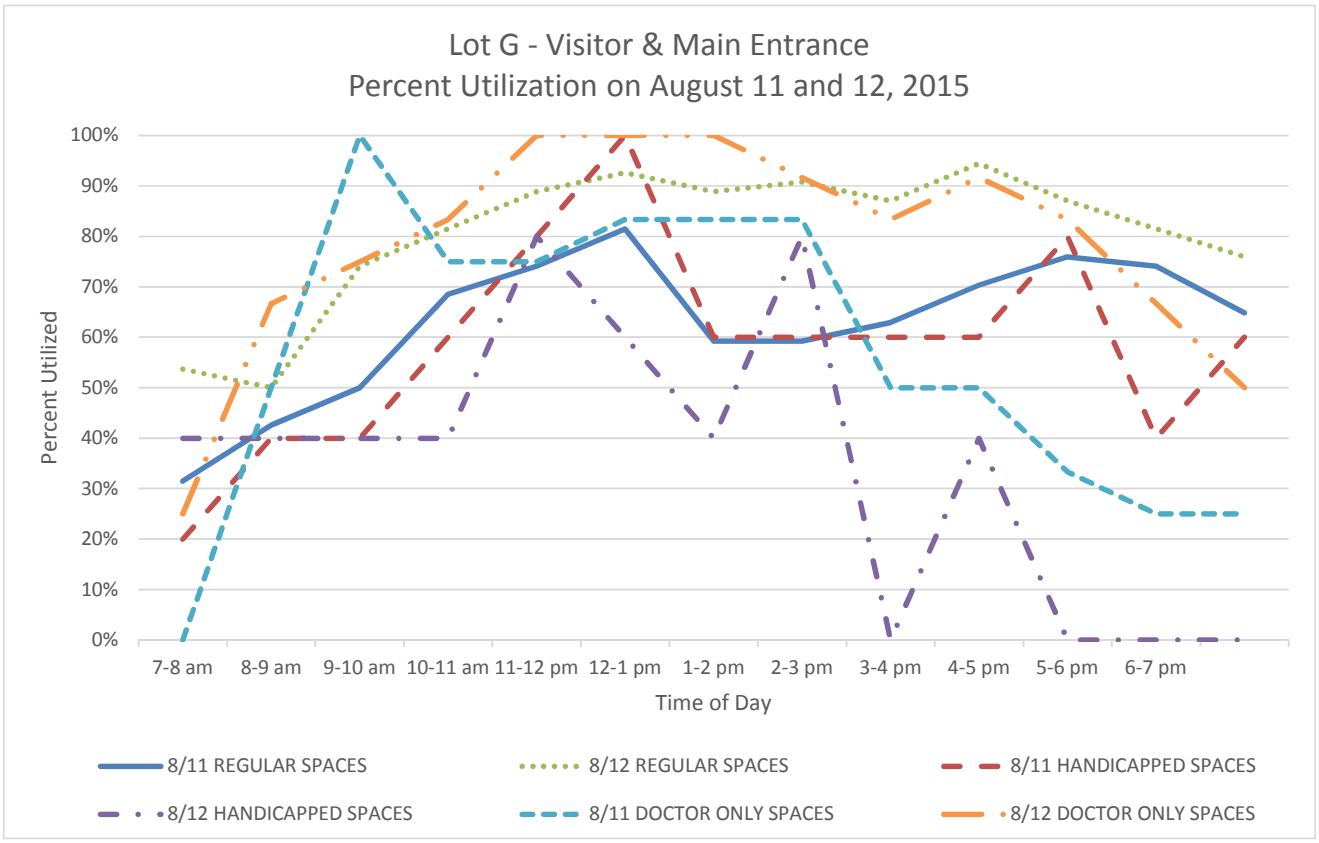

Lot B - Employee Lot North of MAC
Percent Utilization on August 11 and 12, 2015
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
Percent Utilized
6-7 am
7-8 am
8-9 am
9-10 am
10-11 am
11-12 pm
12-1 pm
1-2 pm
2-3 pm
3-4 pm
4-5 pm
5-6 pm
6-7 pm
Time of Day
8/11 REGULAR SPACES
8/12 REGULAR SPACES

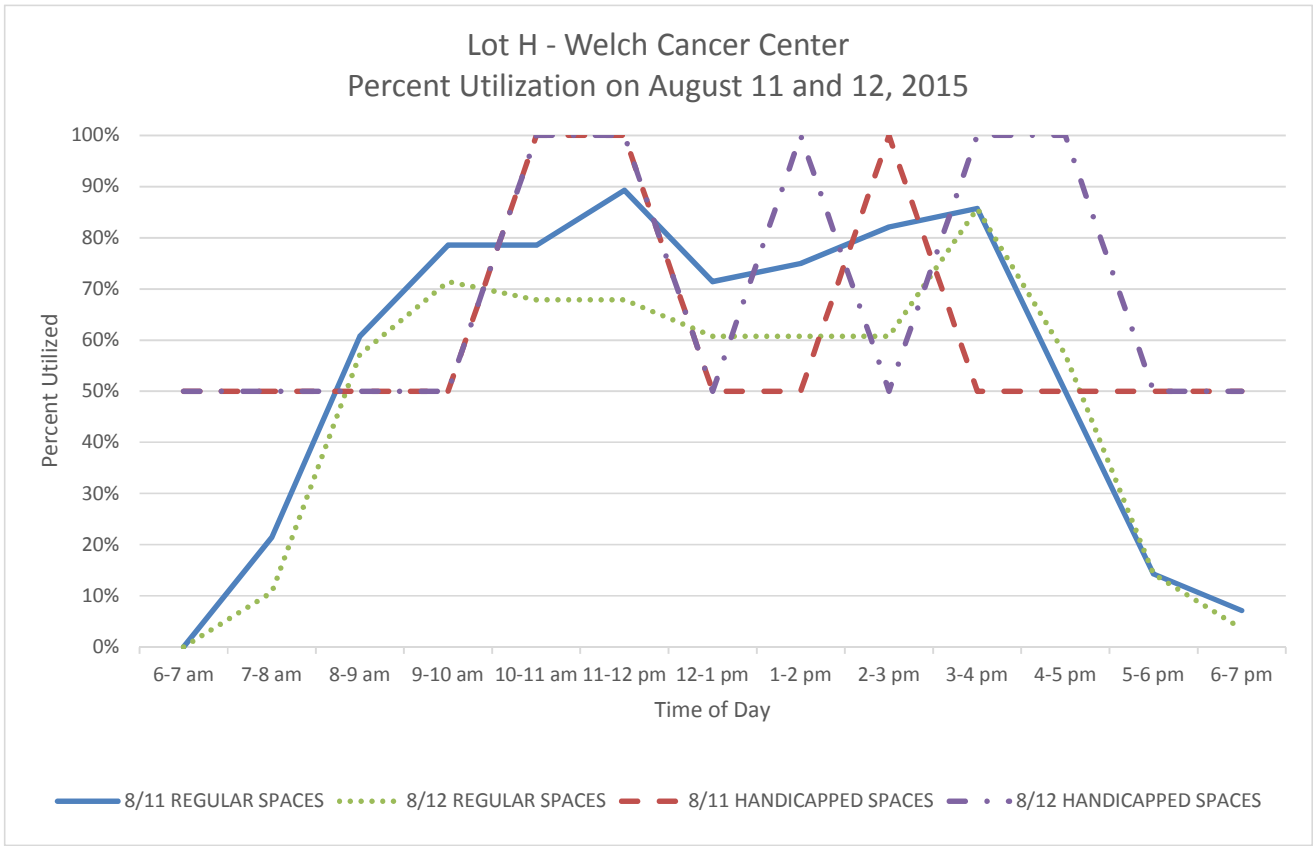

Lot C - Medical Arts Complex
Percent Utilization on August 11 and 12, 2015
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
Percent Utilized
6-7 am
7-8 am
8-9 am
9-10 am
10-11 am
11-12 pm
12-1 pm
1-2 pm
2-3 pm
3-4 pm
4-5 pm
5-6 pm
6-7 pm
Time of Day
8/11 REGULAR SPACES
8/12 REGULAR SPACES
8/11 HANDICAPPED SPACES
8/12 HANDICAPPED SPACES

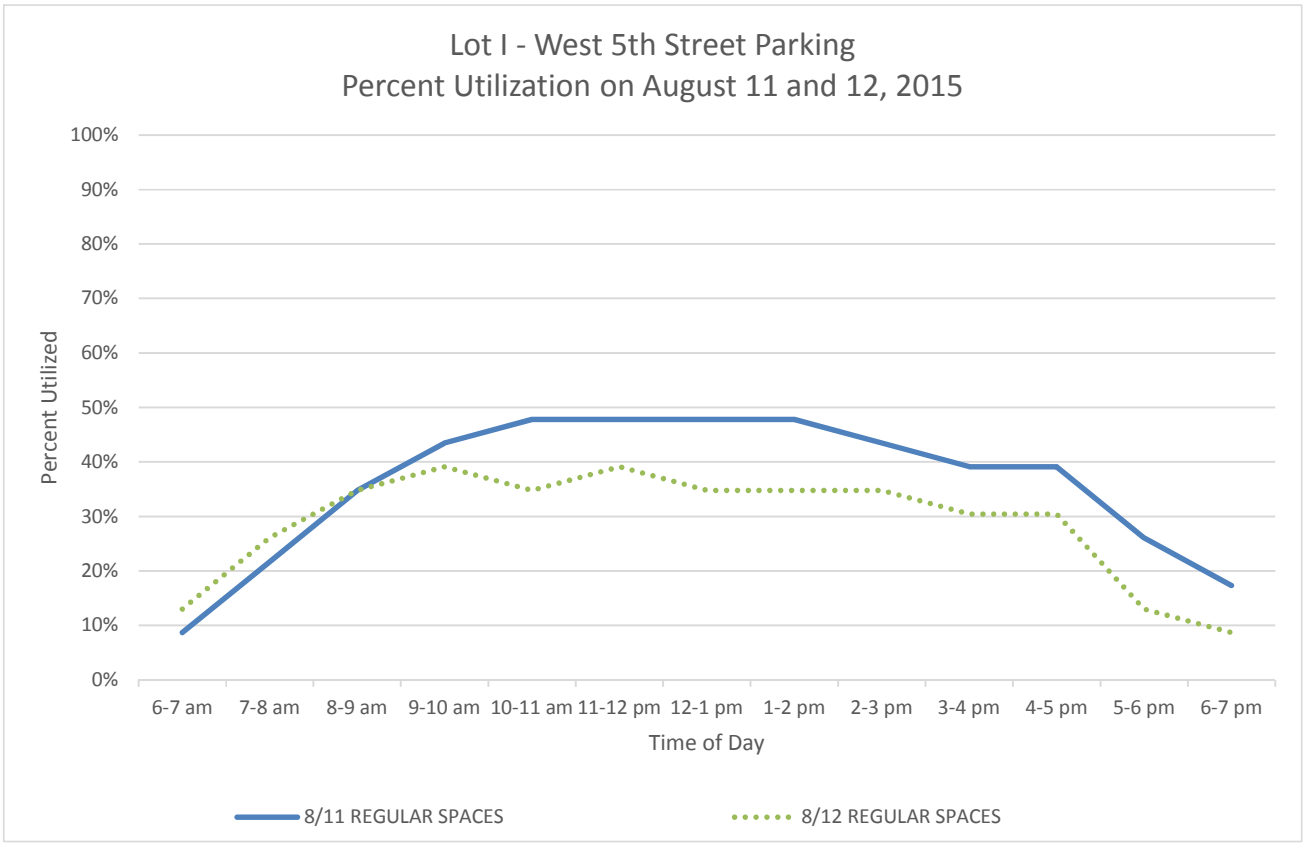

Lot D - Northern Wyoming Mental Health
Percent Utilization on August 11 and 12, 2015
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90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
Percent Utilized
6-7 am
7-8 am
8-9 am
9-10 am
10-11 am
11-12 pm
12-1 pm
1-2 pm
2-3 pm
3-4 pm
4-5 pm
5-6 pm
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Time of Day
8/11 REGULAR SPACES
8/12 REGULAR SPACES
8/11 HANDICAPPED SPACES
8/12 HANDICAPPED SPACES

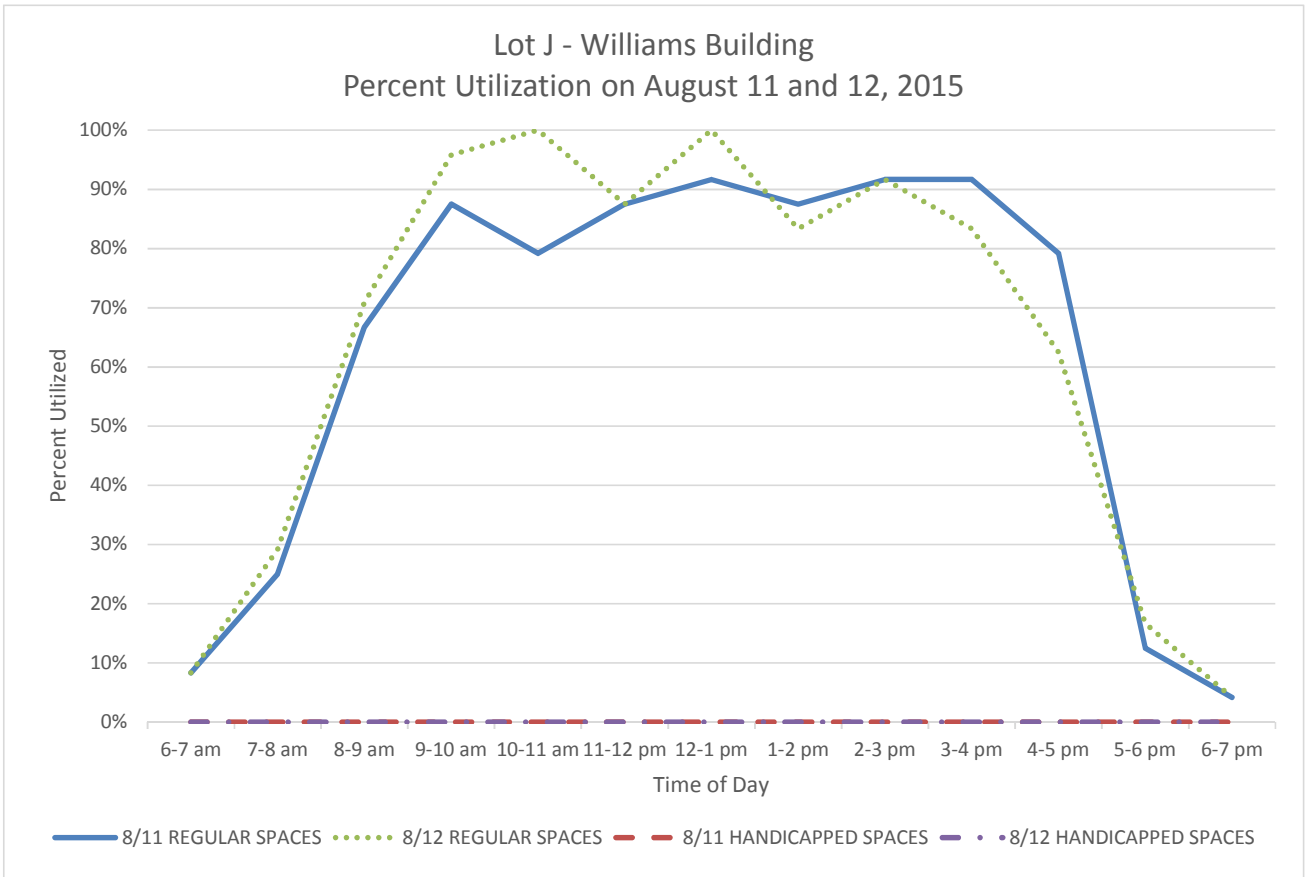

Lot E - Emergency Room & Urgent Care
Percent Utilization on August 11 and 12, 2015
Percent Utilized
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
6-7 am
7-8 am
8-9 am
9-10 am
10-11 am
11-12 pm
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1-2 pm
2-3 pm
3-4 pm
4-5 pm
5-6 pm
6-7 pm
Time of Day
8/11 REGULAR SPACES
8/12 REGULAR SPACES
8/11 HANDICAPPED SPACES
8/12 HANDICAPPED SPACES

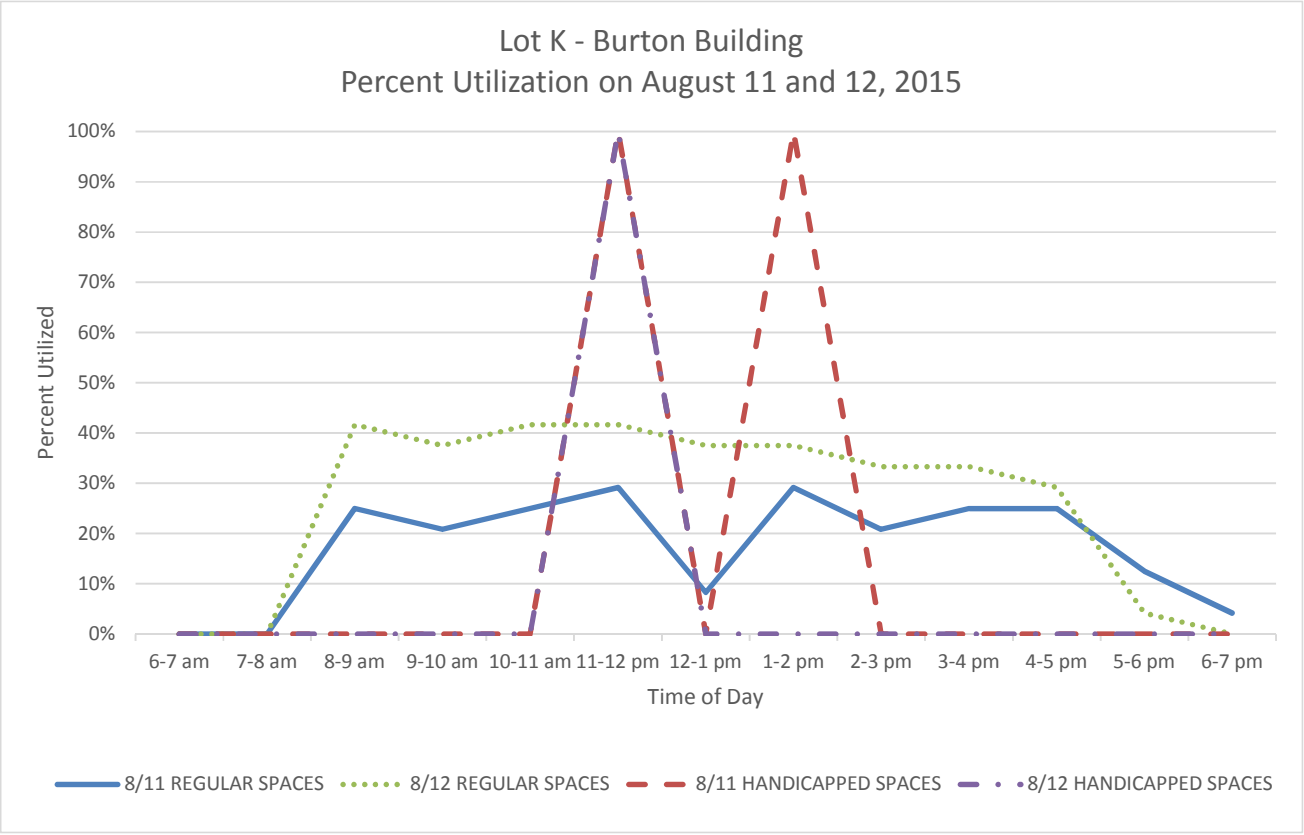

Lot F - Helipad & Emergency Parking
Percent Utilization on August 11 and 12, 2015
Percent Utilized
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
6-7 am
7-8 am
8-9 am
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11-12 pm
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4-5 pm
5-6 pm
6-7 pm
Time of Day
8/11 REGULAR SPACES
8/12 REGULAR SPACES

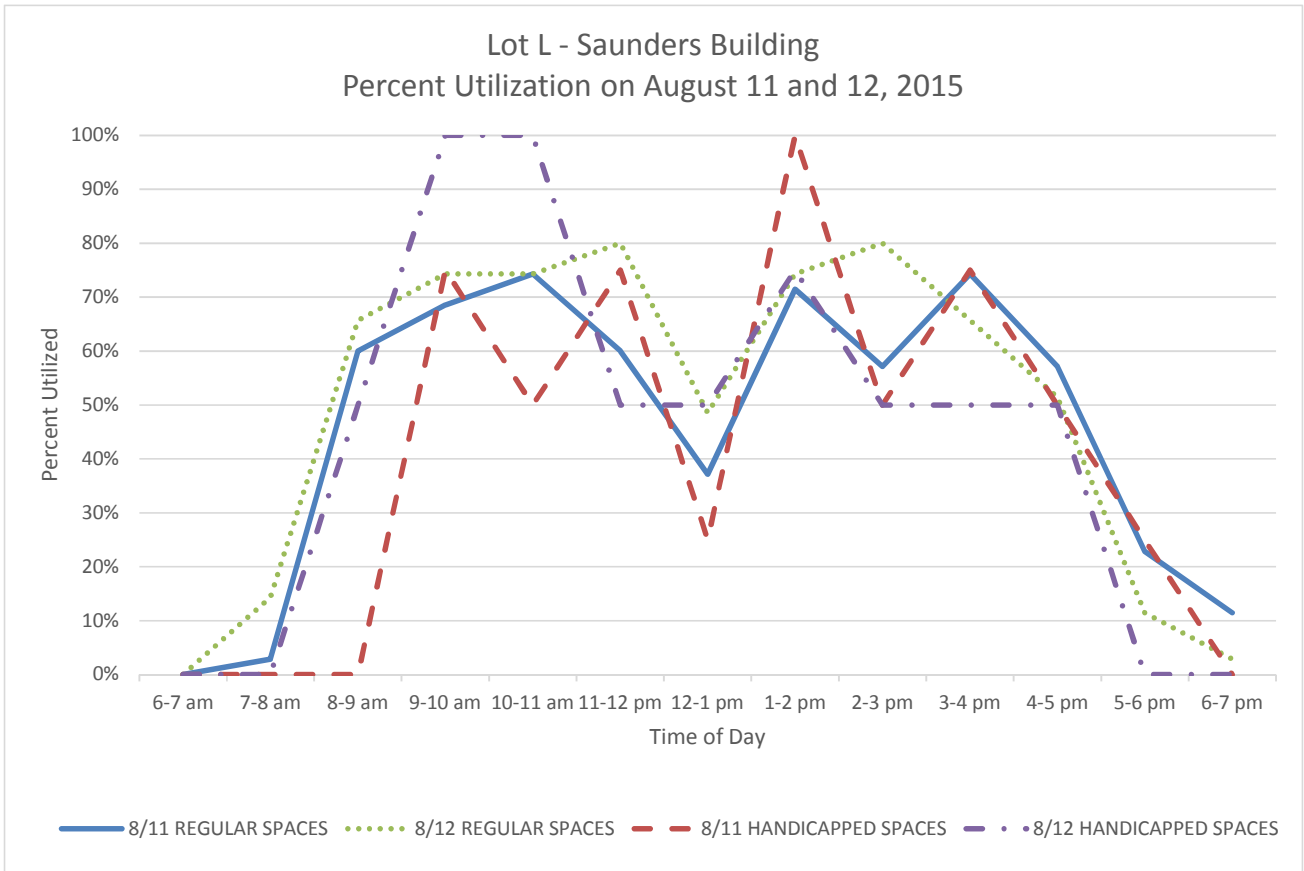

Lot G - Visitor & Main Entrance
Percent Utilization on August 11 and 12, 2015
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
Percent Utilized
7-8 am
8-9 am
9-10 am
10-11 am
11-12 pm
12-1 pm
1-2 pm
2-3 pm
3-4 pm
4-5 pm
5-6 pm
6-7 pm
Time of Day
8/11 REGULAR SPACES
8/12 REGULAR SPACES
8/11 HANDICAPPED SPACES
8/12 HANDICAPPED SPACES
8/11 DOCTOR ONLY SPACES
8/12 DOCTOR ONLY SPACES

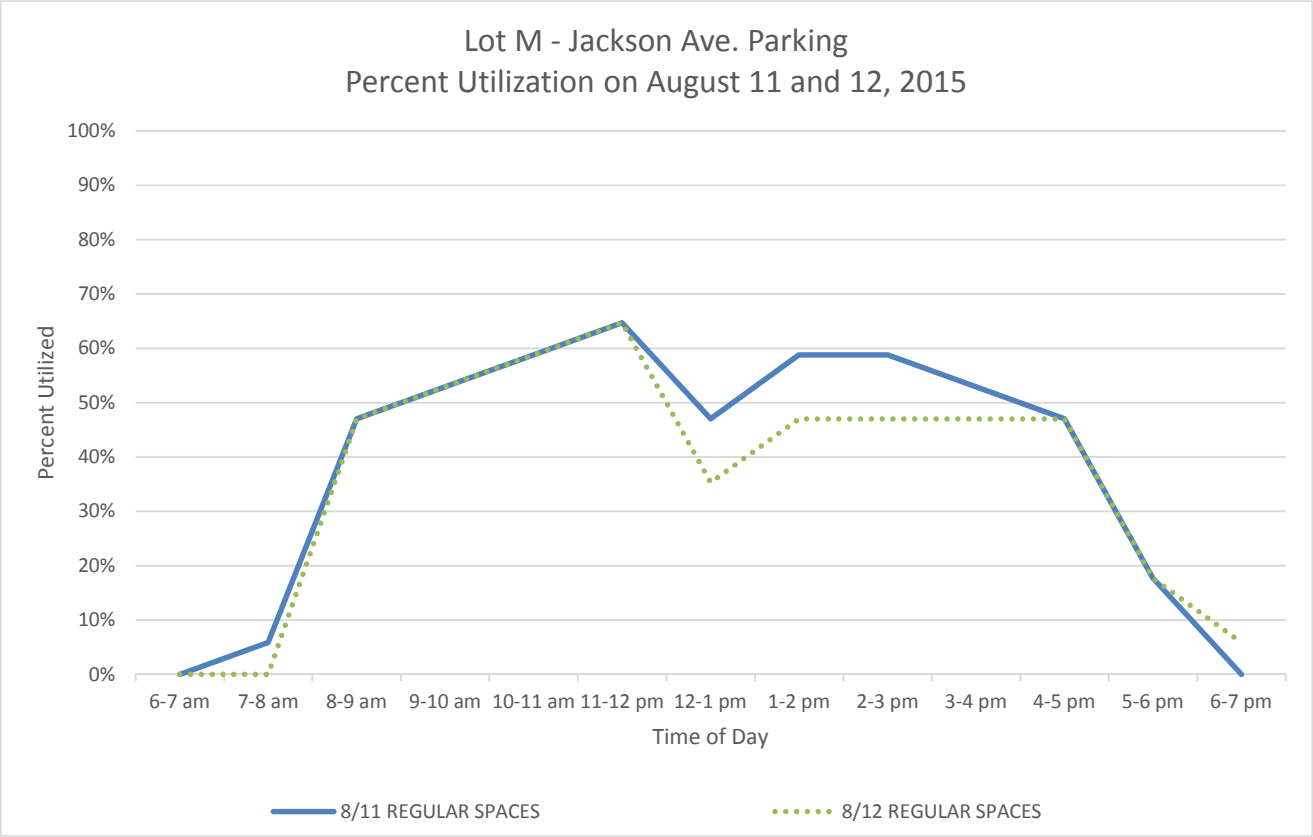

Lot H - Welch Cancer Center
Percent Utilization on August 11 and 12, 2015
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
Percent Utilized
6-7 am
7-8 am
8-9 am
9-10 am
10-11 am
11-12 pm
12-1 pm
1-2 pm
2-3 pm
3-4 pm
4-5 pm
5-6 pm
6-7 pm
Time of Day
8/11 REGULAR SPACES
8/12 REGULAR SPACES
8/11 HANDICAPPED SPACES
8/12 HANDICAPPED SPACES


Lot I - West 5th Street Parking
Percent Utilization on August 11 and 12, 2015
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
Percent Utilized
6-7 am
7-8 am
8-9 am
9-10 am
10-11 am
11-12 pm
12-1 pm
1-2 pm
2-3 pm
3-4 pm
4-5 pm
5-6 pm
6-7 pm
Time of Day
8/11 REGULAR SPACES
8/12 REGULAR SPACES


Lot J - Williams Building
Percent Utilization on August 11 and 12, 2015
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
Percent Utilized
6-7 am
7-8 am
8-9 am
9-10 am
10-11 am
11-12 pm
12-1 pm
1-2 pm
2-3 pm
3-4 pm
4-5 pm
5-6 pm
6-7 pm
Time of Day
8/11 REGULAR SPACES
8/12 REGULAR SPACES
8/11 HANDICAPPED SPACES
8/12 HANDICAPPED SPACES


Lot K - Burton Building
Percent Utilization on August 11 and 12, 2015
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
Percent Utilized
6-7 am
7-8 am
8-9 am
9-10 am
10-11 am
11-12 pm
12-1 pm
1-2 pm
2-3 pm
3-4 pm
4-5 pm
5-6 pm
6-7 pm
Time of Day
8/11 REGULAR SPACES
8/12 REGULAR SPACES
8/11 HANDICAPPED SPACES
8/12 HANDICAPPED SPACES


Lot L - Saunders Building
Percent Utilization on August 11 and 12, 2015
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
Percent Utilized
6-7 am
7-8 am
8-9 am
9-10 am
10-11 am
11-12 pm
12-1 pm
1-2 pm
2-3 pm
3-4 pm
4-5 pm
5-6 pm
6-7 pm
Time of Day
8/11 REGULAR SPACES
8/12 REGULAR SPACES
8/11 HANDICAPPED SPACES
8/12 HANDICAPPED SPACES


Lot M - Jackson Ave. Parking
Percent Utilization on August 11 and 12, 2015
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
Percent Utilized
6-7 am
7-8 am
8-9 am
9-10 am
10-11 am
11-12 pm
12-1 pm
1-2 pm
2-3 pm
3-4 pm
4-5 pm
5-6 pm
6-7 pm
Time of Day
8/11 REGULAR SPACES
8/12 REGULAR SPACES

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Consideration of a SEEDA Committed Business Grant and Loan application to the Wyoming Business Council in a grant amount not to exceed $3 million and a loan amount not to exceed $3 million; for construction of a facility in the Sheridan Hi-tech Business Park - Sheridan College Planning Director Robert Briggs - 5 Minutes
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	

Attachments

Memo

Draft Resolution for SEEDA Kennon Business Committed Grant Project

SHERIDAN ECONOMIC AND EDUCATIONAL DEVELOPMENT AUTHORITY

MEMO

TO: MAYOR AND CITY COUNCIL
FROM: ROBERT BRIGGS, SEEDA ADMINISTRATOR
DATE: 8/8/2018
RE: SEEDA GRANT AND LOAN APPLICATION TO THE WYOMING BUSINESS COUNCIL – KENNON HI TECH BUSINESS PARK MANUFACTURING FACILITY

Introduction

The purpose of this memo is to provide background on the proposed SEEDA application to the Wyoming Business Council Grant and Loan Program for the construction of a manufacturing facility in the Sheridan Hi Tech Park. This facility would be leased to Kennon Products, allowing for the significant expansion of their operations in Sheridan.

Background

The project will involve the construction of a 40,000 sq. ft. building on a portion of the remaining 9.05 acre SEEDA Lot in the Sheridan Hi-Tech Business Park. This facility would then be leased to Kennon Products under a market rate triple-net lease, allowing the company to focus on expansion of their operations and workforce to take advantage of emerging opportunities in custom manufacturing and fabrication.

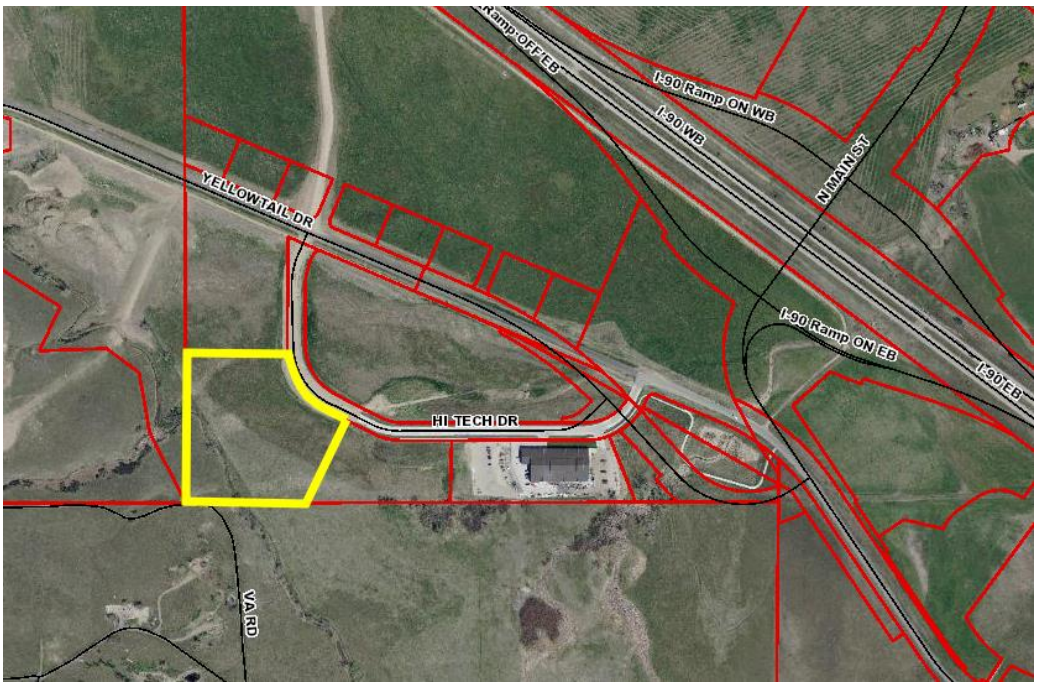


Figure 1. Project Area

1 Whitney Way
SHERIDAN, WY 82801
PHONE: (307) 675-0814

Kennon Products, Inc. is a manufacturing and engineering company whose core product lines have centered on creating protective covers for high value assets such as military aircraft. Ron Kensey founded the company in 1984, and in 1989 relocated to Sheridan from California, drawn by the community's quality of life. Mr. Kensey remains the majority owner, though Kennon offers opportunities for employees to purchase stake in the company, further strengthening its commitment to those it employs and the community.

Kennon presently employs about 37 people. Much of the company's business has been built using federal funding to design, develop and test new products that will be sold to various federal agencies and departments. This business model enables Kennon to be the sole supplier of these products over the product lifetime. As demand has increased, and the development of current projects mature, the number of employees continues to grow. Company leadership anticipates adding as many as 50 jobs by 2024.

Kennon currently owns and occupies an 11,000 square foot building on 2071 North Main Street (see photo below). This building will not accommodate future growth, and the site will not accommodate any expansion of the present facility.

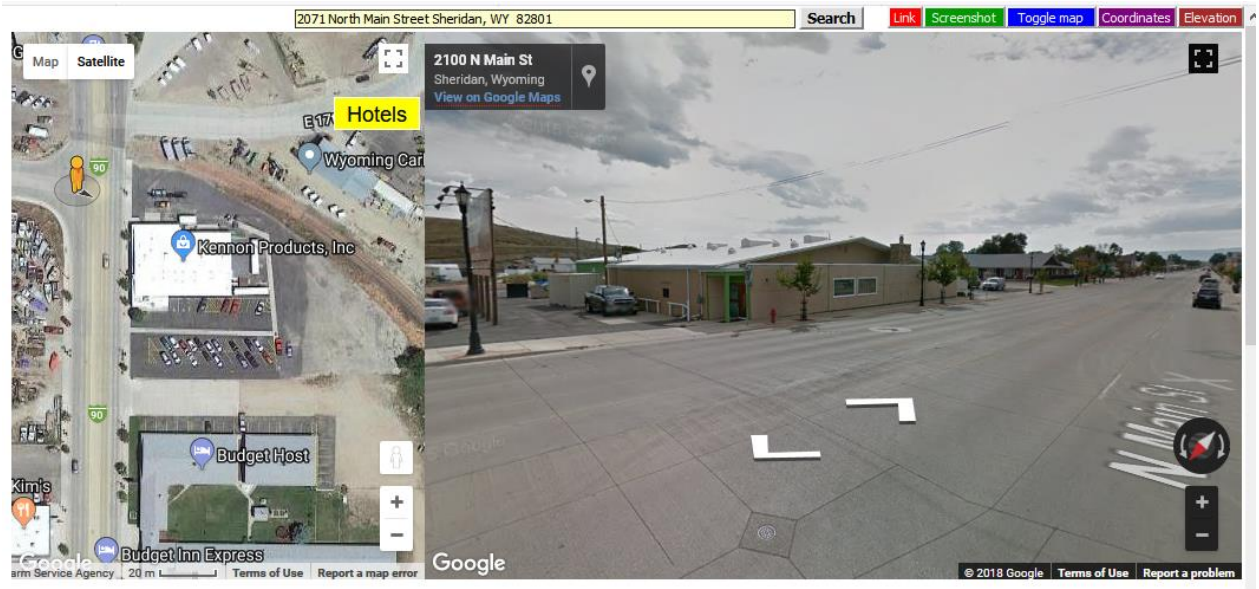


Figure 2. Present Kennon Facility

In order to maximize the local benefit of the project, and increase likelihood of funding, SEEDA is pursuing both federal and state partners in the project. The proposal is to finance the building using $2,000,000 in grant funding from the US Economic Development Authority (EDA) and $2,750,000 in grant funding (Business Committed Program) from the Wyoming Business Council. The remaining funds would be made up from $400,000 in loan funding from the Wyoming Business Council. Rent revenues form Kennon would be used to pay the debt obligation, and to build a maintenance reserve for the building.

The total estimated project budget and local contribution breaks down as follows:

Estimated Cost of Construction	$5,150,000
Funding Sources	
US Economic Development Authority Grant	$2,000,000
Wyoming Business Council Grant	$2,750,000
Wyoming Business Council Loan	$400,000
In Kind Contribution	
SEEDA Land Donation	Up to 9.05 acres

The accompanying grant resolution authorizes submitting a grant application up to the program maximums to allow for flexibility between funding sources to aid in application competetiveness. It is anticipated that Kennon's lease amount will be between $5-$6 a square foot per year.

Relevance to SEEDA Goals and Mission:
SEEDA's adopted policies require that that any project undertaken by the Joint Powers Board align with the organizations goals and mission. SEEDA's revised mission statement from the Amended and Restated Joint Powers Board Agreement is that SEEDA exists as an entity, "*by which the participating agencies can collaborate on the financing and development of capital projects, workforce training, or job creation initiatives in Sheridan County, for the purposes of economic and educational development of the Sheridan Community.*" Further, SEEDA's adopted Policy and Procedure Manual indicates the following metrics be used in assessing whether or not a proposed project fills its mission include:

- Job Creation
- Target Industry Recruitment or Expansion
- Asset/Investment Ready Property
- Capital Projects
- Revenue Generating
- Leveraged or matched funds

This project squarely meets all of these criteria. The project is within a target industry (Light Manufacturing), is anticipated to create additional jobs (50), develops a SEEDA asset for future lease, and is a capital project. Further it will generate revenue for SEEDA through lease payments, and would heavily leverage state and federal funds.

END OF MEMO

Attachments:
1. *Draft Resolution of Support*

RESOLUTION OF SUPPORT

A RESOLUTION OF THE SHERIDAN CITY COUNCIL AUTHORIZING SUBMISSION OF APPLICATION TO THE WYOMING BUSINESS COUNCIL UNDER THE BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM FOR A BUSINESS COMMITTED PROJECT ON BEHALF OF THE GOVERNING BODY OF THE SHERIDAN ECONOMIC AND EDUCATIONAL DEVELOPMENT AUTHORITY

FOR THE PURPOSE OF: KENNON SHERIDAN HI-TECH PARK MANUFACTURING FACILITY

WITNESSETH

WHEREAS, the Governing Body of the Sheridan Economic and Educational Development Authority (SEEDA) desires to participate in the Business Ready Community Grant and Loan Program to assist in financing this project; and

WHEREAS, the Sheridan City Council together with Governing Body of the Sheridan Economic and Educational Development Authority recognize the need for a strategically located manufacturing facility to allow for the expansion of a growing committed business in the Sheridan community, and believes this project will address those needs; and

WHEREAS, the public benefit(s) of this project will be the creation of new skilled technical and manufacturing jobs and revenue to SEEDA to use for additional economic development projects in the community, and the consideration is the creation of new technical and manufacturing jobs, construction of a 40,000 square foot manufacturing facility, private investment by the committed business; and

WHEREAS, the specific goals and measures of success of this project are:

- Development of a 40,000 square foot manufacturing facility.
- Execution of a lease with Kennon Products, Inc. (Kennon) for the facility, allowing Kennon Products to expand its manufacturing operations in Sheridan, WY.
- Occupation of the facility by Kennon and commencement of expanded operations at the new facility.
- Jobs created by Kennon between 2019 and 2023.

WHEREAS, the Business Ready Community Grant and Loan Program requires that certain criteria be met, as described in the Wyoming Business Council's Rules governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, the Governing Body of SEEDA plans to provide cash match to this Business Ready Community Grant and Loan Program Business Committed project from the following source(s):

A cash match of $2,000,000 coming from a US EDA Grant, and up to $3,000,000 coming from a Business Ready Community Loan from the Wyoming Business Council; and

WHEREAS, the Governing Body of SEEDA plans to provide in-kind match to this Business Ready Community Grant and Loan Program Business Committed project from the following source(s):

Up to 9.05 acres of land in the Sheridan Hi-Tech Business Park; and

WHEREAS, the Governing Body of SEEDA has a comprehensive operation and maintenance plan including projected expenses and project income sources extending the life of the asset(s) and intends to enter into a triple net lease with Kennon Products; and

WHEREAS, the Governing Body of SEEDA will use the local portion of revenue recaptured from this project for the following economic development purposes:

- 25% of recaptured funds to be set aside as project funds for SEEDA initiatives for development of capital projects, workforce training, or job creation initiatives in Sheridan County; for the purposes of economic and educational development of the Sheridan Community. This includes further development of workforce related educational and training opportunities, and helping catalyze economic activity in identified target industries.

- 25% of recaptured funds to be committed toward the further development and maintenance of project ready property in the Sheridan Hi-Tech Park or other locations identified by the SEEDA Board.

- 50% to be held in reserve for other business recruitment and retention efforts identified by the SEEDA Board.

WHEREAS, In the event of any project cost overruns, Kennon Products, Inc. will provide the funding in the amount necessary to complete the project as will be stipulated in the Development and Contingency Agreement between SEEDA and Kennon Products, Inc.; and

WHEREAS, the Governing Body of SEEDA has considered other possible funding solutions for this project which included further contributions from Kennon, additional funding from SEEDA partner entities, and US EDA funds; and

WHEREAS, SEEDA is working in partnership with Kennon, Sheridan College, and the City of Sheridan; and

WHEREAS, SEEDA caused a public hearing to be held on August 15, 2018 to solicit testimony from citizens, and gave full consideration to all comments received; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SHERIDAN, that a Business Committed grant application in the amount up to $3,000,000 and loan application in the amount up to $3,000,000 be submitted to the Wyoming Business Council on

behalf of SEEDA for consideration of assistance in funding the Kennon Sheridan Hi-Tech Park Manufacturing Facility

BE IT FURTHER RESOLVED, that the Northern Wyoming Community College District is hereby designated as the authorized representatives of SEEDA to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS 20th day of August, 2018.

By: _____
Roger Miller, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

CERTIFICATE

I, _____, hereby certify that the foregoing Resolution was adopted by the Sheridan City Council at a public meeting held on August 20, 2018, and that the meeting was held accordingly to law; and that said Resolution has been duly entered in the minutes of the Sheridan City Council.

_____
Cecilia Good, City Clerk

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Amended and Restated Sheridan Economic and Educational Development Authority Joint Powers Board Agreement - Sheridan College Planning Director Robert Briggs - 5 Minutes
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	

Attachments

Executive Summary for Restated Agreement
Amended and Restated SEEDA JPB Agreement

SEEDA JPB Agreement – Executive Summary

The SEEDA Board was created in 2007 with the mission of establishing an entity between the NWCCD, the City of Sheridan, and the School District, "*by which they can collaborate on the financing and development of capital projects in Sheridan County, for the purposes of economic and educational development of the Sheridan Community.*" (2007 JPB Agreement, Recitals) SEEDA's first project was to serve as the vehicle for the funding and development of the early childhood education center now occupied by First Light. The original Joint Powers Board agreement anticipated the need to amend, "*this agreement by supplemental appendix to address specific concerns on a project-by-project basis hereafter…*" (2007 JPB Agreement, Section 12). Over the years, supplemental appendixes were approved and executed to account for significant projects and assets being added to the SEEDA portfolio.

In 2014, Sheridan County School District #2 notified the NWCCD and City of their intent to withdraw from the SEEDA partnership. Rather than supplemental appendix, this resulted in an amendment to the primary JPB agreement. Following the undertaking of the recent Vacutech and Weatherby projects, it was determined by SEEDA's legal counsel that it would be helpful for the SEEDA Board to execute a restated and amended Joint Powers Board Agreement. The main reasons for this recommendation were threefold. First, the restated agreement allows for a clean and cohesive document to reference regarding the scope and function of the SEEDA Board. Second, it cleans up any remaining artifacts of the agreement that are longer applicable. Third, it allows for a clarification of the extent SEEDA's mission and its relationship to other community partners.

At their May 15, 2018, meeting the SEEDA Board recommended that the governing bodies of the partner entities approve the version of the agreement contained in the agenda packet. Following approval by the Board of Trustees and City Council, the agreement will be sent to the State Attorney General's Office for final review and approval.

AMENDED AND RESTATED SHERIDAN ECONOMIC AND EDUCATIONAL DEVELOPMENT AUTHORITY JOINT POWERS BOARD AGREEMENT

THIS AMENDED AND RESTATED Sheridan Economic and Educational Development Authority Joint Powers Board Agreement ("Agreement") is made by **THE CITY OF SHERIDAN** ("City") and the **NORTHERN WYOMING COMMUNITY COLLEGE DISTRICT** ("College") and referred to herein variously as "participating agency", "participating agencies" or "Joint Powers Board".

Recitals

1. The Sheridan Economic and Educational Development Authority Joint Powers Board ("SEEDA") was formed by the Sheridan Economic and Educational Development Joint Powers Board Agreement ("Agreement") entered into by and between the above participating agencies, as well as Sheridan County School District No. 2, pursuant to the Wyoming Joint Powers Act, as set forth in W.S. et seq., as amended (hereinafter referred to as the "Act"), approved by the Wyoming Attorney General in 2007.

2. Sheridan County School District No. 2 withdrew as a participating entity by Amendment approved by the Wyoming Attorney General in 2014.

3. The purpose of SEED A is to create an entity by which the participating agencies can collaborate on the financing and development of capital projects, workforce training, or job creation initiatives in Sheridan County, for purposes of economic and educational development of the Sheridan Community.

4. The general purposes of SEEDA are to (a) provide a mechanism to facilitate grants through SEEDA; (b) provide a mechanism for nonprofit entities, associations, foundations and others to make investments in projects; (c) provide a mechanism for the participating agencies to jointly finance, develop, own, manage, lease, buy and sell real property assets to facilitate development of which will provide educational, business, cultural and social service opportunities; (d) provide long-term stability in the management of assets without disruption by shorter term political and personnel changes in the participating agencies; and (e) provide for the financing and development of workforce training or job creation initiatives.

AGREEMENT

NOW THEREFORE, the participating agencies agree as follow:

1. COMPOSITION OF THE BOARD. The composition of the Sheridan Economic and Educational Development Authority Joint Powers Board shall consist of Five (5) Members designated as follows:

(a) Each of the two (2) participating agencies shall appoint one (1) Member from its governing body;
(b) Each of the two (2) participating agencies shall appoint one (1) Member at large;
(c) The final Member shall be appointed by unanimous consent of the governing bodies of the two (2) participating agencies; and
(d) All persons appointed to serve on the Joint Powers Board shall be qualified electors of Sheridan County, Wyoming.

2. TERM OF BOARD MEMBERS. Members of the Board shall serve three (3) year terms with terms staggered such the terms of Members appointed from the governing body of each participating agency shall expire on opposite years as Members appointed at large. Vacancies for unexpired terms shall be filled by appointment by the governing body or bodies which appointed the vacating Member in the same manner that the vacated position was initially appointed.

Members of the Board may be removed, with or without cause, by the governing body or bodies which appointed the Member to be removed. If a Member ceases to be a resident of Sheridan County, his/her position on the Board shall be declared vacant.

3.MEETINGS. The Board shall meet as follows:

(a) Not less than once every three (3) months;
(b) As provided by the Bylaws of the Board;
(c) At the call of the chairman; or
(d) Within five (5) days after an oral or written request of a majority of the Board Members.

4.LIABILITY. Except as otherwise provided by law, no individual Member of the Joint Powers Board shall be personally liable for any actions or procedures of the Joint Powers Board as provided by Wyo. Stat. Ann. § 16-1-106(b), as amended.

5.COMPENSATION. When actually engaged in the performance of their duties. Members of the Joint Powers Board shall receive no compensation from the Joint Powers Board but shall be reimbursed as authorized by Wyo. Stat. Ann. § 16-1-106(b), as amended.

6.BYLAWS/RULES. The Joint Powers Board shall adopt such Bylaws, rules, regulation and/or policies not inconsistent with this Agreement, the Wyoming Joint Powers Act and Wyoming law, all as amended, as it deems necessary to carry out the business of the Board.

7. DUTIES. The Joint Powers Board shall:

(a) Comply with all requirements of it as set forth in the Wyoming Joint Powers Act, as amended;
(b) Keep minutes of all meetings and keep proper financial records, to the extent required by Wyoming law.
(c) Fix the time and place of regular meetings; provided that a regular meeting shall be held at least once every three (3) months;
(d) Cooperate and solicit the advice, counsel and recommendations of the governing bodies of the participating agencies; and
(e) Keep the governing bodies of the participating agencies advised as to its activities, and make such written or formal reports concerning its activities and finances as may be required by such participating agencies.

8. POWERS. The Joint Powers Board shall have all powers and duties enumerated in, or reasonably implied from, the Wyoming Joint Powers Act and the laws of the State of Wyoming, as amended, including but not limited to powers enumerated in Wyo. Stat. Ann. §15-1-103, as to the City, and Wyo. Stat. Ann.§ 21-18-303, as to the College, all as may be amended from time to time.

Nothing herein, nor any action taken by the Joint Powers Board, shall modify, limit or in any way alter the governmental immunity afforded to the participating agencies and their governing bodies to the full extent that each such agency may otherwise have governmental immunity under Wyoming law.

9. OWNERSHIP, OPERATION AND FINANCING. The following provisions shall apply concerning ownership of any facilities, the operation and maintenance of such facilities and the financing of the Joint Powers Board:

(a) Any facility constructed or purchased by the Joint Powers Board shall be owned by the Joint Powers Board, with the respective participating

agencies entitled, but not required, to own a proportionate interest thereof in the following proportions:

Equally by each participating agency, unless the Members otherwise unanimously approve ownership of a specific facility in some other proportion, or unless such ownership would be contrary to law.

(b) The operation and maintenance of the facilities shall administered by the Joint Powers Board, or its agents, and the costs thereof, shall be borne in the same proportion as each participating agency is entitled to an interest in the ownership thereof, as set forth in (a), above, unless the Members otherwise unanimously approve a different proportion of participation.

(c) All financing shall be through funds raised by the Joint Powers Board which shall establish and maintain a budget for its yearly operations. To the extent any financing by the participating agencies is required, such financing shall be borne in the same proportion as each participating agency is entitled to an interest in the ownership thereof, as set forth in (a), above, unless the Members otherwise unanimously approve a different proportion of participation.

10. TERM; DISSOLUTION AND DISTRIBUTION. The Joint Powers Board shall continue in existence perpetually, unless otherwise sooner terminated by a resolution adopted by each of the governing bodies of the participating agencies. Upon the complete termination and dissolution of the Joint Powers Board, or upon the proper withdrawal by any participating agency from the Joint Powers Board, any remaining funds, assets or facilities owned by it shall be allocated and distributed to the participating agencies in proportion to the ownership interest held by each such participating agency pursuant to this Agreement, or the provisions of the Board's Bylaws, or as may be expressly agreed by resolution adopted by each of the governing bodies of the participating agencies on a specific project-by-project basis. Notwithstanding anything to the contrary contained herein, the Joint Powers Board shall not dissolve the Board so long as any financial obligations are outstanding and unresolved.

11. AMENDMENT. This Agreement may be amended, in whole or in part, by the written resolution unanimously approved by the Members and by the office of the Wyoming Attorney General. The Joint Powers Board anticipates amending this Agreement by supplemental appendix to address specific concerns and issues on a project-by-project basis hereafter, including but not

limited to addressing such project-by-project issues as: proportion of financial responsibility on a specific project for each participating agency; proportion of equitable ownership of a specific project's assets for each participating agency; or the proportionate participation, management and operation of a specific project by each participating agency.

12. SEVERABILITY. The terms, provisions and conditions of this agreement are severable. If any term or provision of this agreement or its application to any person or circumstance is determined by a Court of proper jurisdiction to be invalid, such invalidity shall be limited to such person, circumstance, term or provision and shall not affect other persons, circumstances, terms or provisions which can be given effect without the invalid provision or application.

13. EFFECTIVE DATE. This Agreement, and any amendment hereto, shall become effective upon completion of the following:

(a) Approval by each of the governing bodies of each agency represented herein;
(b) Approval by the Wyoming Attorney General;
(c) The filing of this Agreement with the keeper of records of each of the governing bodies of each agency represented herein.

14. WITHDRAWAL FROM JOINT POWERS BOARD. Upon providing one (1) year advance written notice of such intent, any participating agency may withdraw from participation in the Joint Powers Board created hereunder and from further responsibilities or benefits imposed upon or provided to such withdrawing agency hereunder. Withdrawal shall not be effective unless approved by resolution approving such withdrawal adopted by the governing bodies of both participating agencies.

THIS AMENDMENT AND RESTATEMENT MAY BE SIGNED IN SEPARATE COUNTERPARTS.

DATED AND APPROVED this ___ day of _____ , 2018.

CITY OF SHERIDAN

By:_____
Title:_____

DATED AND APPROVED this __ day of _____ , 2018.

NORTHERN WYOMING COMMUNITY COLLEGE DISTRICT

By:_____
Title:_____

DATED AND APPROVED this __ day of _____ , 2018.

In accordance with Wyo. Stat. Ann. § 16-1-105(a)(ii), this Amended and Restated Joint Powers Board Agreement ("Amendment") has been reviewed by the Attorney General of Wyoming, and the Attorney General has determined that the Amendment is compatible with the laws and the Constitution of the State of Wyoming. The approval of this Amendment by the Attorney General is limited to the terms and conditions of the Amendment itself and the approval does not extend to any individual project, nor the financing of any individual project, contemplated under the Amendment.

APPROVED this __ day of _____ , 2018.

STATE OF WYOMING

By:_____
Attorney General

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

Project Name:	Proposed Approval of Resolution #35-18 Naming a Public Street as Bill Redle Street - Community Development Director Brian Craig - 5 Minutes
From:	Brian Craig, Community Development Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	06/21/2018

Recommendation:

Staff recommends the City Council approve Resolution #35-18, Naming a public street as Bill Redle Street.

Background:

Staff was contacted by Mrs. Maurita Redle Meehan regarding naming a public street in honor of her father, Mr. William (Bill) Redle. The street in question is a previously unnamed 215 foot road segment between Victoria Street and North Mountain View Drive south of the Sheridan County Fairgrounds. Mr. Redle, among other contributions to the community, served as the attorney and lived for many years in the Country Club Addition subdivision in which this subject road segment is located. The Country Club Addition Plat shows this road as Lot 10A and lists its purpose as a future street connection. At some point the road was built and dedicated as public right-of-way, but no name was listed for this road in any records available to staff.

Mr. Redle was born May 12, 1914, in Sheridan, Wyoming. He went to Holy Name School, Sheridan High School, and graduated from Creighton, University, with his Juris Doctor Degree in 1938. He practiced law in Sheridan throughout his entire 55 year legal career.

Bill Redle was instrumental in starting many foundations in Sheridan, including The Griffith Foundation, The Thorne-Rider Foundation, The Bryan Foundation, Genesis Foundation, The Edward J. Redle Foundation, The Sheridan Athletic Foundation, Youth Inc. and The Holy Name School Foundation.

Many of Bill Redle's accomplishments, accolades, and volunteer efforts are listed in his obituary which is reprinted in part below.

Mr. Redle served as President of the Sheridan County Bar Association, District Bar Commissioner, was a member of the Wyoming State Bar Association and the American Bar Association. He also served for a number of years as Chairman of the Wyoming section of the America College of Probate Counsel.

Bill became interested in youth at an early age and upon graduating from Sheridan High School in 1930, became the first coach of Holy Name School and also a scoutmaster for Troop #108, and the leader of the Friendly Indian Tribe sponsored by Holy Name Church. Upon returning to Sheridan in September, 1938, he immediately became associated with the Community Boys Work, now known as Youth, Incorporated, and served as president of

Community Boys Work for several years. He was one of the original incorporates of that organization which now sponsors the Thorne-Rider Youth Camp at Story, and the Poulson-Griffith Youth Camp west of Sheridan.

Bill began coaching Holy Name School in August, 1931, and after graduating from college, resumed his coaching affiliation at Holy Name School in the fall of 1938, and continued to be the football and basketball coach until 1960. The Holy Name School Gymnasium was dedicated in his honor and named the Bill Redle Gym on November 19, 1999.

Mr. Redle served on the Board of Trustees of the Whitney Benefits Foundation for 17 years and was currently president of the B.F. and Rose H. Perkins Foundation, Assistant Secretary -Manager of The Thorne-Rider Foundation, Secretary-Manager of The Vernon S. and Rowena W. Griffith Foundation, and a member of the Board of Trustees of Youth, Incorporated, and assisted with The Edward J. Redle Memorial Fund. He was responsible for setting up The Dodd and Dorothy L. Bryan Foundation, which makes interest-free loans to the youth of Sheridan, Johnson and Campbell Counties in Wyoming and counties of Big Horn, Rosebud and Powder River of the State of Montana. He was the Municipal Judge for the City of Sheridan from 1939 until January, 1950. He also served as a member of the Board of America Red Cross and served as Chairman of the Salvation Army Board some years ago. He helped to organize what is known as the Sheridan Athletic Association in 1949, which sponsors the activities of the Thorne-Rider Baseball Park, and continued to serve as president of that association since that date.

Mr. Redle served two terms as a Director of the Sheridan Chamber of Commerce and two terms as a Director of the Junior Chamber of Commerce. He received the first Distinguished Service Award offered by the Junior Chamber of Commerce. Bill was also the first recipient of the Distinguished Service Award for Outstanding Contributions to Parks and Recreation in Sheridan from the Sheridan Recreation district in 1987. Bill was a member of Holy Name Church his entire life and for many years served as a Trustee of Holy Name Church. He helped establish the Holy Name Foundation in 1982 and served as Secretary since its inception. He was also a member of the Knights of Columbus Sheridan Council 2104.

Mr. Redle was selected for a number of honors during his lifetime. These included being a member of Alpha Sigma Nu, which is the highest award one can receive from a Jesuit College; received the first award from the Wyoming State Bar Association for Community Service in 1990; received the Award established as the "Outstanding Good Citizen" when Sheridan celebrated its 100th anniversary in 1982, received the Ecclesiastic Award from the Vatican, which was presented to him by Bishop Joseph Hart of the Diocese of Cheyenne on April 30, 1994 at Holy Name Church, named the "Outstanding Man of the Year" recipient by The Sheridan Press on December 31, 1994; received an Honorary Degree from Sheridan College in May, 1995; and had the Bill Redle Gym named in honor on November 19, 1999.

Funding:

The relatively minor cost of ordering the new street sign(s) where appropriate will be allocated out of the Streets Division budget. The installation of the signs will be performed by City Staff.

Attachments

Country Club Addition Plat

Map of subject street

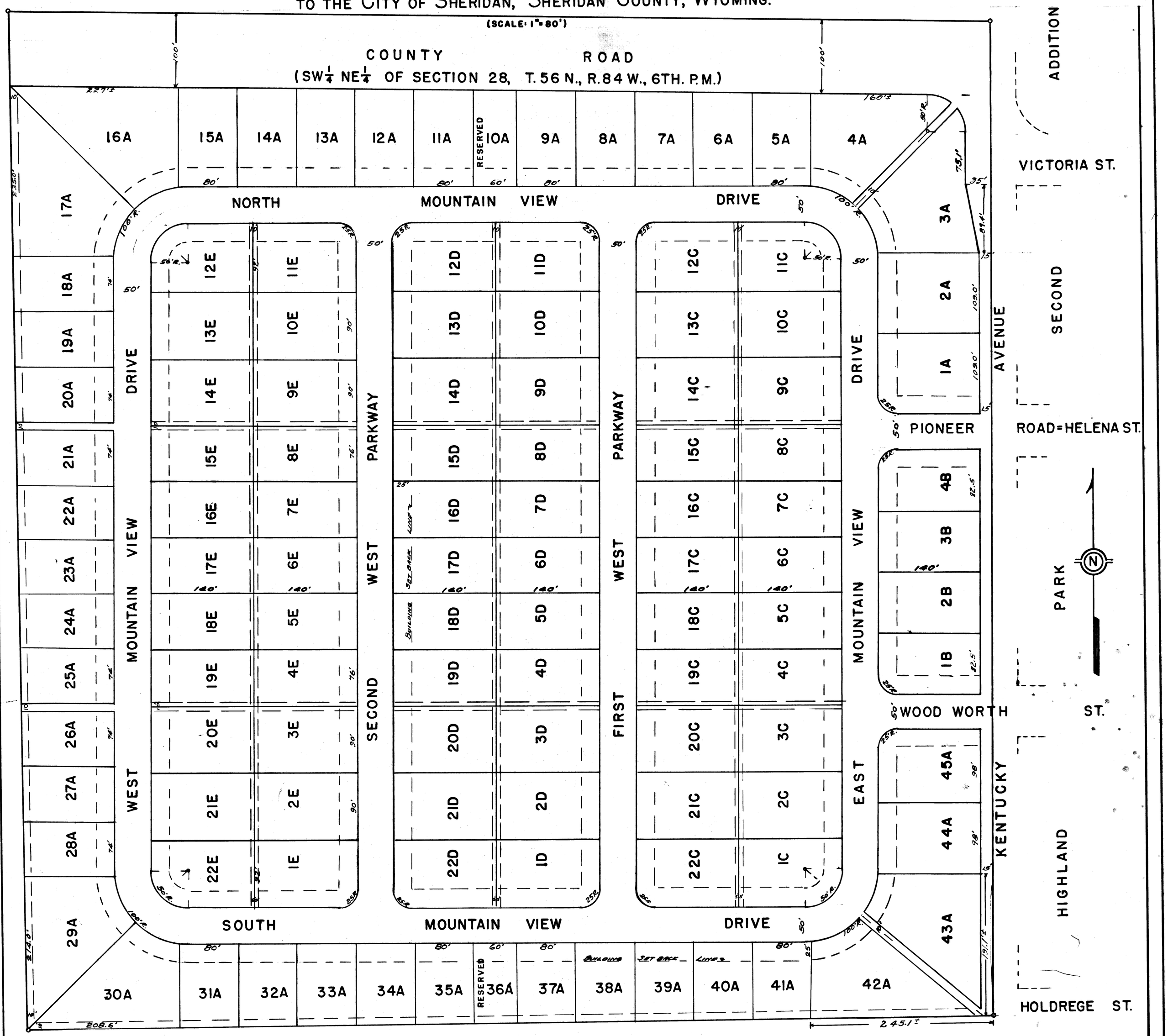
C-6

PLAT OF
THE COUNTRY CLUB ADDITION
TO THE CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING.

COUNTRY CLUB ADDITION
Name of Subdivision or Addition

Map No. 5 Pocket No. 1 Folder No. 2

(SCALE: 1" = 80')



CERTIFICATE OF SURVEYOR

STATE OF WYOMING
COUNTY OF SHERIDAN } SS

I, E. J. Johnson of Sheridan, Sheridan County, Wyoming, a duly licensed Professional Engineer and Land Surveyor under the laws of said State, hereby certify that this plat was made by me from records on file in the office of the County Clerk & Ex-officio Register of Deeds of Sheridan County, Wyoming, and particularly that certain plat of Highland Park 2nd. Addition to the City of Sheridan, Wyoming certified to by Francis C. Williams, Surveyor, under date of August 31, 1908, a part of which said plat sub-divided the SW¼NE¼ of Section 28, T. 56 N., R. 84 W. 6th P.M. and which said SW¼NE¼ was vacated as a part of said sub-division by Declaration of Vacation dated and filed December 10, 1929 and recorded in Book 29 of Deeds, page 531 of the records in the office aforesaid.

That this plat is a sub-division of the SW¼NE¼ of said Section 28, the boundary lines of which are hereby re-established according to the original survey above mentioned, laid out as "The Country Club Addition to the City of Sheridan, Wyoming" as delineated hereon.

E. J. Johnson

Subscribed in my presence and sworn to before me this 14th. day of February, A.D. 1946

J. W. Hardy
NOTARY PUBLIC.

My Commission Expires Dec. 2, 1949

STATE OF WYOMING
COUNTY OF SHERIDAN } SS

THIS INSTRUMENT WAS FILED FOR RECORD AT 10:50 O'CLOCK A. M., ON THE 7TH. DAY OF MARCH A.D. 1946, AND DULY RECORDED IN BOOK "B" OF PLATS ON PAGE 28

B. B. Hume
COUNTY CLERK & EX-OFFICIO REGISTER OF DEEDS

NO. 270187 FEE, $25.00

RECORDED ABSTRACTED INDEXED CHECKED

CERTIFICATE OF DEDICATION

STATE OF WYOMING
COUNTY OF HOT SPRINGS } SS

The undersigned, Alice D. Lamb and Tom Lamb, her husband, hereby certify that they are the sole owners and proprietors of the SW¼NE¼ of Section 28, T. 56 N., R. 84 W. 6th P.M., County of Sheridan, State of Wyoming, upon which the Country Club Addition to the City of Sheridan, Wyoming is located and which said A portion is laid out, sub-divided and platted as delineated hereon as shown by the Certificate of Surveyor attached.

That said Addition was laid out and plotted with the full knowledge, consent and approval of the undersigned and the Streets, Roads, Drives, Parkways, and Alleys indicated on this PLAT are hereby dedicated to the use of the public for the usual purposes.

That there is hereby dedicated and granted unto the Public a perpetual easement for the purpose of installing, operating and maintaining all public utility lines, including water, sewer, gas, electric, telephone and telegraph or any other lines of public service, over, under, and across the West 5 feet of Tracts 1C to 11C; 1D to 11D; 1E to 11E; the East 5 feet of Tracts 12C to 22C; 12D to 22D; and 12E to 22E; the West 10' of Tracts 17A to 29A; the South 10 feet of Tracts 30A to 42A.

That the 10 foot strips of land as laid out and platted between Tracts 3A and 4A; 20A and 21A; 25A and 26A; 42A and 43A, respectively, are hereby dedicated to the use of the public for public utility lines as aforesaid, for drainage ditches and for pedestrial travel only.

That tracts 8C, 9C, 14C, 15C, 19C, 20C, 3C, 4C, 3D, 4D, 8D, 9D, 14D, 15D, 19D, 20D, 3E, 4E, 8E, 9E, 14E, 15E, 19E and 20E are subject to the provision of that certain Warranty Deed for right of way No. 1 and 2, for the water works System to the Town of Sheridan, Wyoming and in which said deed the Town of Sheridan is Grantee, said deed being dated December 31, 1906 and filed for record on January 4, 1907, in the office of the County Clerk and Ex-Officio Register of Deeds of Sheridan County, Wyoming in Book "5" of Deed, Page 105 of the records of said office.

That Tracts 10A and 38A are hereby reserved for Street extension purposes for a period of ten years, if, after the expiration of said ten year period, said tracts have not been conveyed or dedicated for Street purposes and there appears to be no immediate demand or necessity for their use as STREETS, then this reservation shall expire without notice on and after 10 years from date of filing this Plat and said Tracts will be subject only to the same provisions as stipulated for all other tracts in the said Addition on and after said date.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming in and to the lands herein dedicated to the use of the public by either grant or easement.

Alice D. Lamb.

Tom Lamb

Subscribed in my presence and sworn to before me this 28th day of February, 1946

Grace King
NOTARY PUBLIC

My Commission Expires May 20th 1949.

COUNTRY CLUB ADDITION
Name of Subdivision or Addition

Map No. 5 Pocket No. 1 Folder No. 2



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

CITY OF Sheridan WYOMING

proposed BIll Redle St.

N

0 35 70 140 Feet

Name: sgoodman Date: 08/08/2018

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

Project Name:	Proposed Approval of Resolution #32-18 Hawks Rest Minor Subdivision - Community Development Director Brian Craig - 5 Minutes
From:	Brian Craig, Community Development Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	06/21/2018

Recommendation:

Staff recommends the City Council approve Resolution #32-18, the Hawks Rest Minor Subdivision, dividing 2.28 acres into 5 lots, zoned R-1 Residence, located at the northwest corner of Big Horn Ave. and West Brundage Lane.

Planning Commission Action: The City of Sheridan Planning Commission will consider this item at their August 13, 2018 meeting. The recommendation of the Planning Commission will be provided with the staff report for the City Council's August 20th consideration of this item.

Background:

This proposed subdivision is an in-fill project for single-family residential. Lot 1 is the smallest lot, but at 9,170 square feet there is adequate area for a single-family home compatible with homes in the immediate area. The three adjacent lots to the north take access via the north portion of this subdivision. A fifty foot access and utility easement is being dedicated across the north 50 feet of the subdivision to preserve the access use.

Direct notification was sent to 15 property owners, in addition to newspaper notification. The Aspen Grove Homeowner's Association is listed as a property owner within 300 feet of this application, but no known address exists for the association and no address is registered with the County Recorder or County Assessor. Exhaustive efforts by both the applicant and staff to track down a proper mailing address yielded no results. However, several individual residents of Aspen Grove Subdivision were included in the notification due to their proximity. No comments were received regarding this application.

Discussion:

Staff offers the following comments on final plat required findings:

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. *The City shall not approve any proposed subdivision of land which is within one mile of the corporate limits of Sheridan but not, at the time of submittal, eligible for annexation, unless the application is accompanied by a properly acknowledged agreement not to contest future annexation proceedings.*

Again, not applicable in this case, the property is within the city limits.

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

The proposed lots will allow for adequate setbacks and development for single-family residential uses. There are no variances requested for the lot dimensions.

D. *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.*

Although near the airport, this subdivision is outside of the Airport influence area.

E. *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 service is available in West Brundage Lane, however the sewer line is on the south side of the roadway and a bore is required for each new service tap. The Utilities Department has determined there is adequate water and sewer capacity to serve these new lots; new taps will need to be installed to those lots and associated fees paid.

Staff has no further comments at this time.

Potential Findings of Fact:

Prior to approving the final plat, the City Council will need to make the following findings per Sheridan City Code Appendix B §202:

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.

B. The City shall not approve any proposed subdivision of land which is within one mile of the corporate limits of Sheridan but not, at the time of submittal, eligible for annexation, unless the application is accompanied by a properly acknowledged agreement not to contest future annexation proceedings.

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

D. 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.

E. 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.

Attachments

Draft Res #32-18
Hawks Rest Final Plat
aerial

CITY OF SHERIDAN
RESOLUTION 32-18

A RESOLUTION approving PL 18-21, the final plat of the Hawks Rest Minor Subdivision, platting a parcel of land into five lots, being in total 2.28 acres, located northwest of Big Horn Ave. and West Brundage Lane.

WHEREAS, the final plat of the Hawks Rest Minor Subdivision has been reviewed for consistency with Appendix B (Subdivision Regulations) and other applicable City code; and

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

Now, therefore, be it resolved by the City Council of the City of Sheridan:

That the final plat of the Hawks Rest Minor Subdivision, platting a parcel of land into five lots, being in total 2.28 acres, located northwest of Big Horn Ave. and West Brundage Lane,

Is hereby approved by vote of the City of Sheridan's City Council.

In approving the Hawks Rest Minor Subdivision, the City Council finds the following as required by Sheridan City Code Appendix B §202:

A. The property is already within the corporate limits of the City and requires no further action as pertains to annexation.

B. The lots as platted conform to the requirements of the City Zoning Ordinance with the exception of the variance granted.

C. The subdivision falls outside of the Airport Influence Area.

D. As concluded by City Public Works staff, there is adequate long-term water supply to serve this subdivision as of the time of this resolution.

PASSED, APPROVED, AND ADOPTED this 20th day of August 2018.

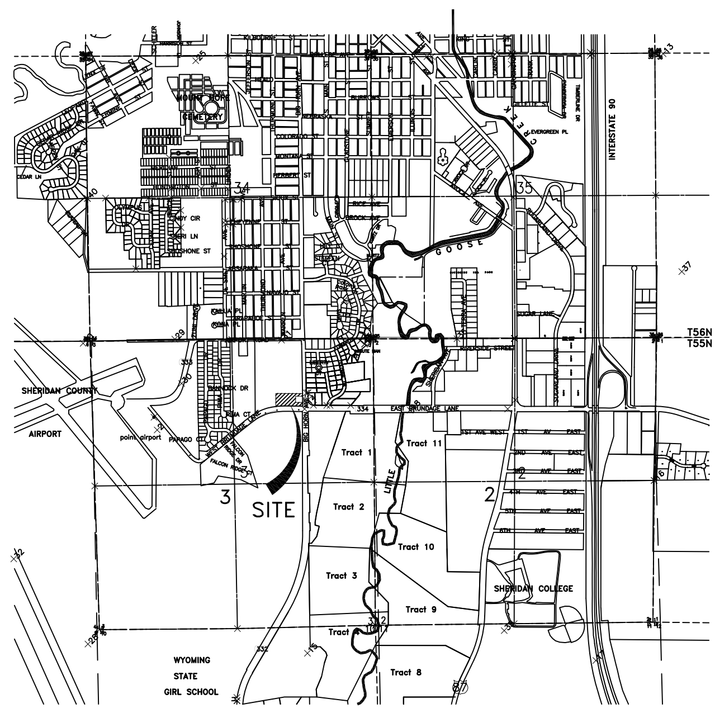
_____
Roger Miller, Mayor

Attest:

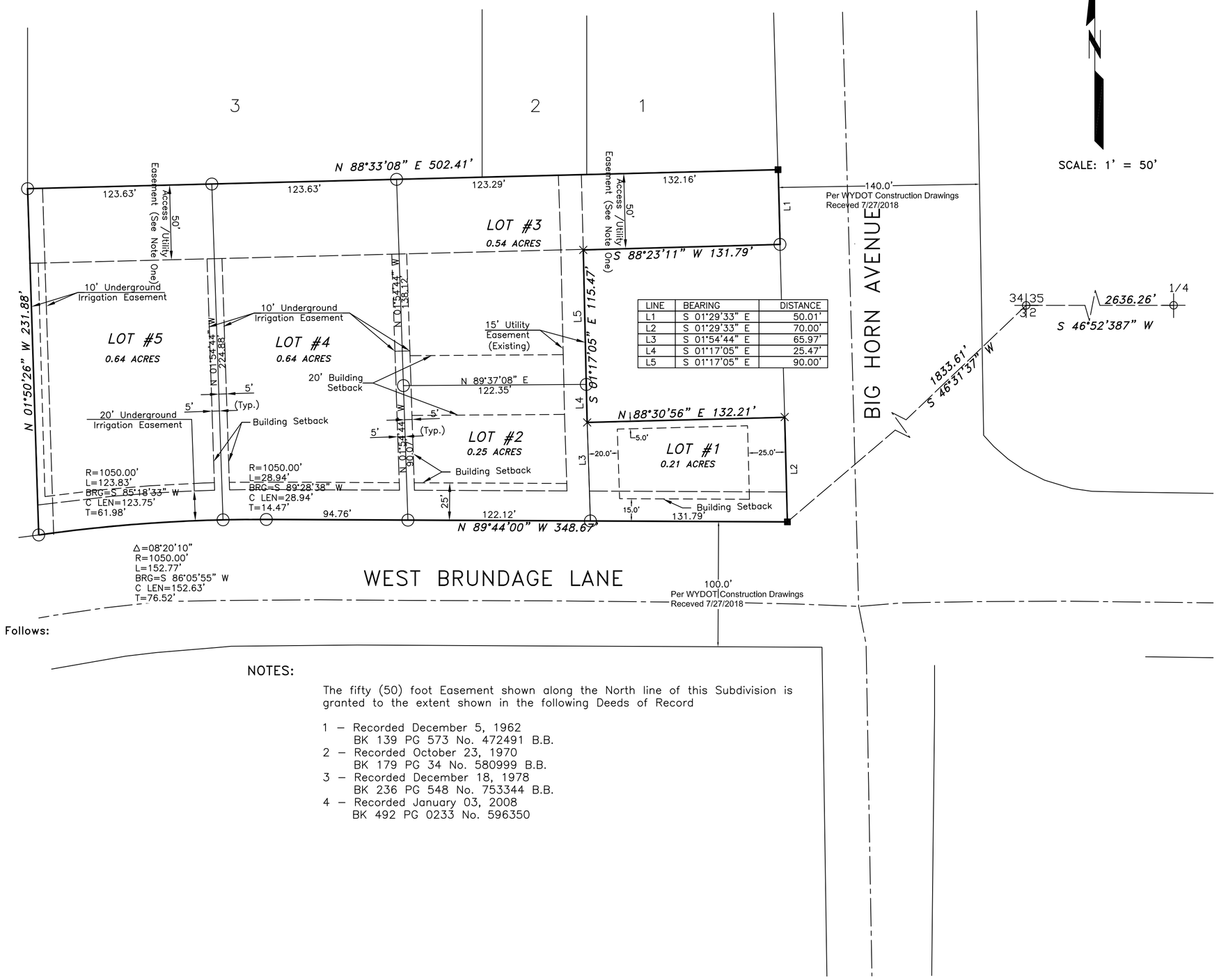
_____
Cecilia Good, City Clerk

HAWKS REST MINOR SUBDIVISION
FINAL PLAT

2150 BIG HORN AVENUE
THE NW1/4 NE1/4 OF SECTION 3
T55N, R84W, OF THE 6th. P.M.
CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING



LOCATION MAP
Scale 1"=2000'



NORTH

SCALE 1" = 50'

Basis Of Bearing
NAD 83 Wyoming East Central Zone
Vertical Datum NAVD 88

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NW1/4NE1/4 SECTION 3, T55N, R84W, 6TH PM, SHERIDAN COUNTY WYOMING AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point which is located S46°31'37"W, 1,833.61 feet from the Northeast corner of said Section 3, said point also being located on the East right-of-way of Big Horn Avenue at the intersection of Big Horn Avenue and West Brundage Lane;

Thence along the North right-of-way of West Brundage Lane N89°44'00"W, 348.67 feet to the PC of a curve to the left with a radius of 1,050 feet, an arc length of 152.77 feet, a chord of S86°05'55"W, 152.63 feet to a point;

Thence leaving said right-of-way N01°50'26"W, 231.88 feet to a point;

Thence N88°33'08"E, 502.41 feet to a point, said point being located on the West right-of-way of Big Horn Avenue;

Thence along said right-of-way S01°29'33"E, 50.01 feet to a point;

Thence leaving said right-of-way S88°23'11"W, 131.79 feet to a point;

Thence S01°17'05"E, 115.47 feet to a point;

Thence N88°30'56"E, 132.21 feet to a point, said point being located on the West right-of-way of Big Horn Avenue;

Thence along said right-of-way S01°29'33E, 70.00 feet to the point of BEGINNING containing 2.28 acres, more or less.

CERTIFICATE OF SURVEY

I, William E. Pugh, 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 HAWKS REST MINOR SUBDIVISION as laid out, platted, dedicated and shown hereon, that this plat was made from an accurate survey of said property conducted by me or under my supervision and correctly shows the location and dimensions of all lots,easements and streets of said subdivision in compliance with City of Sheridan regulations governing the subdivision of land.

_____ Land Surveyor
No. 5300

Professional Land Surveyor WILLIAM E. PUGH 5300 Date: WYOMING

UNLESS SIGNED, SEALED AND DATED THIS IS A PRELIMINARY PLAT.

CERTIFICATE DEDICATION

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

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

All rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released.

Executed this ____ day of _____, 2018 by,

_____
Owner
Helena P. McWilliams

STATE OF WYOMING)
) ss.
SHERIDAN COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____. Witness my hand and official seal.

_____
Notary Public

DIRECTOR OF PUBLIC WORKS CERTIFICATE OF APPROVAL

This plat has been prepared in accordance with the requirements and procedures outlined in the Subdivision Regulations of the City of Sheridan, and certified this _____ day of _____, 2018, by the Director of Public Works of Sheridan, Wyoming.

_____
Director of Public Works

CITY OF SHERIDAN, PLANNING COMMISSION CERTIFICATE OF REVIEW

Reviewed by the City of Sheridan of Planning Commission this ____ day of ____, 2018.

_____
Attest: Vice-Chairman Chairman

CITY OF SHERIDAN CERTIFICATE OF APPROVAL

Approved by the City Council of the City of Sheridan, Wyoming, this ____ day of _____, 2018.

_____ _____
Attest: City Clerk Mayor

CERTIFICATE OF RECORDER

This plat was filed for record in the Office of the Clerk and Recorder at _____ o'clock _ .m., This ____ day of _____ , 2018. And is duly recorded in Book _____ ____, Page No. _____ .

_____
County Clerk

OWNER
HELENA P. McWILLIAMS
1716 EAST BRUNDAGE LANE
SHERIDAN, WYOMING 82801
(307) 674 7149

NOTE:
Utility Easements
Unless otherwise noted, Utility Easements are reserved as Follows:
15' wide utility easement along the East side line LOT#2

50' wide access/utility easement along North boundary line

Zoning R1
Unless otherwise shown all setbacks are as specified for R1 Zoning.

LAND USE SUMMARY

USE	ACREAGE
LOT #1	0.21 ACRES
LOT #2	0.25 ACRES
LOT #3	0.54 ACRES
LOT #4	0.64 ACRES
LOT #5	0.64 ACRES
TOTAL	2.28 ACRES

BASIS OF BEARING–
WYO. STATE PLANE (EAST CENTRAL ZONE)
NAD 83
EXISTING ZONING: R-1
AVERAGE LOT SIZE=24068.95 SQ. FT.
SETBACKS: RESIDENTIAL BUILDINGS

NOTES:

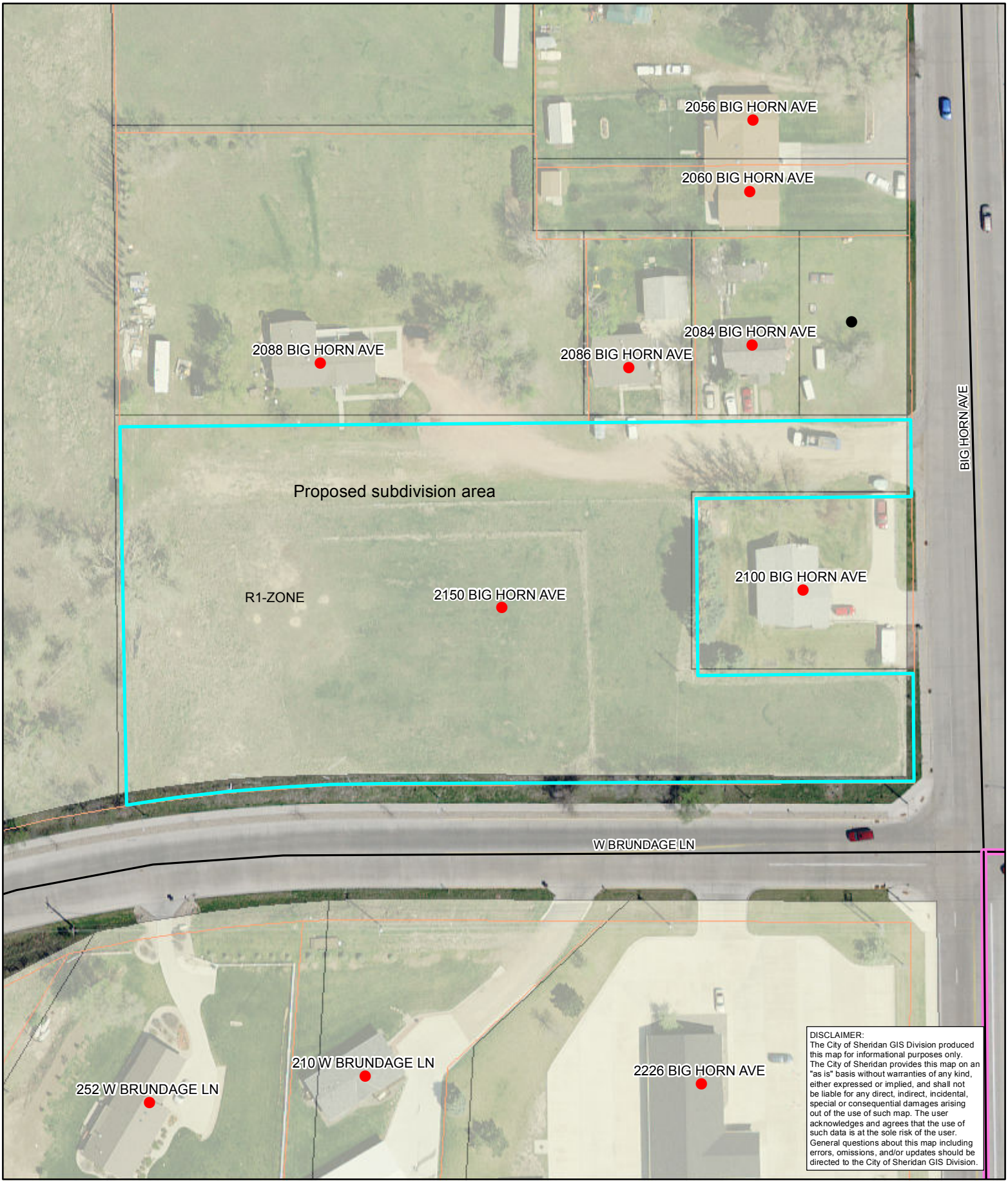
The fifty (50) foot Easement shown along the North line of this Subdivision is granted to the extent shown in the following Deeds of Record

1 – Recorded December 5, 1962
BK 139 PG 573 No. 472491 B.B.
2 – Recorded October 23, 1970
BK 179 PG 34 No. 580999 B.B.
3 – Recorded December 18, 1978
BK 236 PG 548 No. 753344 B.B.
4 – Recorded January 03, 2008
BK 492 PG 0233 No. 596350

LEGEND

THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

———	BOUNDARY
———	LOT LINE
———	RIGHT OF WAY
- - - - - -	BUILDING SETBACK LINE
— — — — —	EASEMENT LINE
■	RW–MRKR MONUMENT
O	2" ALUM. CAP ON 5/8"ø REBAR (RLS 5300)
×	FENCE CORNER



CITY OF Sheridan WYOMING

Hawks Rest Minor Subdivision

N

0 25 50 100 Feet

Name: sgoodman Date: 05/21/2018

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

Project Name:	Proposed Approval of Resolution #33-18 Scotchman Subdivision Easement Vacation - Community Development Director Brian Craig - 5 Minutes
From:	Brian Craig, Community Development Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	06/21/2018

Recommendation:

Staff recommends the City Council approve Resolution #33-18, Scotchman Subdivision Easement Vacation located at 2705 Coffee Ave.

Background:

This application for an easement vacation is a required to be considered and approved by City Council prior to the removal of the easement from the land record. The applicant wishes to construct a building to house their heating and cooling business headquarters. City Code prohibits buildings from being constructed over existing easements. Montana Dakota Utilities (MDU) used to have a steel gas line in a sixteen foot (16') easement across the property at 2705 Coffeen Avenue which is Lot 1 of Scotchman Subdivision, but that has since been abandoned by MDU per a letter dated February 27, 2018. MDU has further indicated they have no objection to this easement vacation.

Discussion:

Staff supports this request as it is an unutilized easement and MDU has provided a letter of support for the easement vacation. The City has no other interest or need to maintain the easement. This addition of a new business headquarters is an added economic development benefit to this approval.

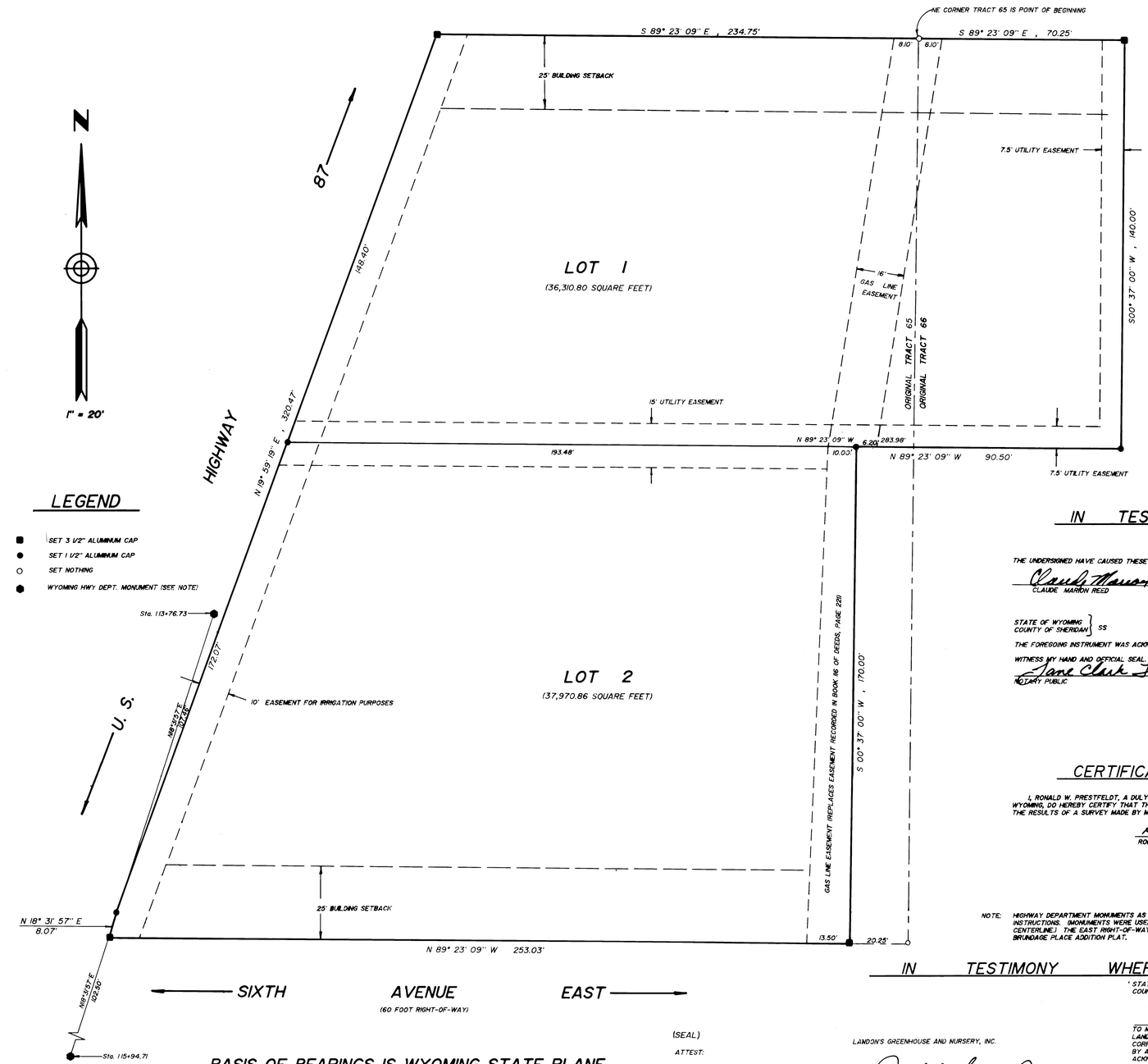
Attachments

Vacation Plat

Vacation Application

SCOTCHMAN SUBDIVISION

± 74,281.66 SQUARE FEET



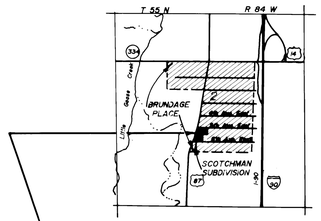
N

1" = 20'

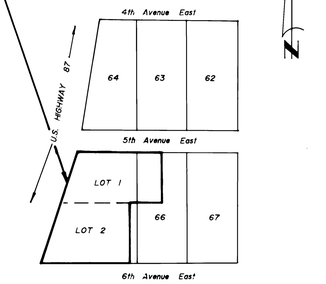
LEGEND

- ■ SET 3 1/2" ALUMINUM CAP
- ● SET 1 1/2" ALUMINUM CAP
- ○ SET NOTHING
- ⬢ WYOMING HWY DEPT. MONUMENT (SEE NOTE)

BASIS OF BEARINGS IS WYOMING STATE PLANE
(EAST CENTRAL ZONE)



VICINITY MAP
1" = 2000'



ORIGINALLY PORTIONS OF LOTS 65 AND 66 BRUNDAGE PLACE ADDITION

LOCATION MAP
1" =200'

DEDICATION

THE ABOVE OR FOREGOING SUBDIVISION OF THE FOLLOWING DESCRIBED LAND OR REAL ESTATE, TO WIT:

A PARCEL OF LAND IN TRACT 65 AND TRACT 66 OF THE BRUNDAGE PLACE ADDITION TO THE CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING, LYING IN THE NE 1/4 SW 1/4, SECTION 2, T55N R84W, OF THE 6TH PRINCIPLE MERIDIAN, SHERIDAN COUNTY, WYOMING, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY OF FIFTH AVENUE EAST, SAID POINT BEING S89°23'09"E, 70.25 FEET FROM THE NORTHEAST CORNER OF SAID TRACT 65, THENCE S00°37'00"W, 140.00 FEET TO A POINT, THENCE N89°23'09"W, 90.50 FEET TO A POINT, THENCE S00°37'00"W, 170.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SIXTH AVENUE EAST, THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE N89°23'09"W, 253.03 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 87, THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N19°59'19"E, 320.47 FEET TO A POINT, THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N18°33'57"E, 8.07 FEET TO A POINT, THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE N18°33'57"E, 622.50 FEET TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF FIFTH AVENUE EAST, THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE S89°23'09"E, 234.75 FEET TO THE POINT OF BEGINNING.

THE UNDERSIGNED PROPRIETOR OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT WHICH SUBDIVISION SHALL BE KNOWN AS "SCOTCHMAN SUBDIVISION". SAID PLAT IS PROPOSED AND OFFERED WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS, AND THE UNDERSIGNED OWNERS AND PROPRIETORS DO HEREBY RELEASE AND WAIVE ALL RIGHTS, UNDER AND BY VIRTUE OF THE HOMESTEAD EXCEPTION LAWS OF THE STATE OF WYOMING.

AN EASEMENT IS HEREBY DEDICATED FOR PUBLIC USE, THE LOCATION AND WIDTH RIGHT-OF-WAY OF WHICH IS SHOWN IN DOTTED LINE ON THE ACCOMPANYING PLAT, AND SAID EASEMENTS MAY BE EMPLOYED IN PERPETUITY AS A COVENANT RUNNING WITH THE LAND FOR THE PURPOSE OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SEWERS, WATERLINES, GAS LINES, ELECTRIC LIGHT LINES AND POLES, TELEPHONE LINES AND POLES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER BEING GENERALLY UTILIZED BY THE PUBLIC. A TWELVE (12) FOOT TEMPORARY CONSTRUCTION EASEMENT IS ALSO PROVIDED ON EACH SIDE OF THE AFOREMENTIONED EASEMENT FOR THE INITIAL CONSTRUCTION OF WATER AND SEWER LINES AND OTHER UTILITIES.

STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO DEDICATED.

BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT OR CONSTRUCTED BETWEEN THIS LINE AND THE STREET LINE.

IN TESTIMONY WHEREOF:

THE UNDERSIGNED HAVE CAUSED THESE PRESENTS TO BE SIGNED THIS 25 DAY OF February, 19 87

Claude Marion Reed — CLAUDE MARION REED
Joyce Annette Reed — JOYCE ANNETTE REED

STATE OF WYOMING } SS
COUNTY OF SHERIDAN }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25th DAY OF Feb., 19 87.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES May 2, 1990

Jane Clark Thyson
NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

I, RONALD W. PRESTFELDT, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

Ronald W. Prestfeldt
RONALD W. PRESTFELDT WY L.S. 2615

NOTE: HIGHWAY DEPARTMENT MONUMENTS AS SHOWN WERE NOT ACCEPTED PER THE DEPARTMENT'S INSTRUCTIONS. (MONUMENTS WERE USED FOR CONSTRUCTION PURPOSES AND LOCATION OF CENTERLINE.) THE EAST RIGHT-OF-WAY LINE OF U.S. 87 WAS ESTABLISHED FROM THE BRUNDAGE PLACE ADDITION PLAT.

IN TESTIMONY WHEREOF:

(SEAL)

ATTEST:
Kathryn Landon
KATHRYN L. LANDON SECRETARY

LANDON'S GREENHOUSE AND NURSERY, INC.

BY Jack D. Landon, Jr.
JACK D. LANDON JR. PRESIDENT

STATE OF WYOMING } SS.
COUNTY OF SHERIDAN }

ON THIS 9th DAY OF April, 1987, BEFORE ME PERSONALLY APPEARED KATHRYN LANDON / JACK D. LANDON, JR. TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF LANDONS GREENHOUSE AND NURSERY, INC. AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND SAID KATHRYN LANDON / JACK D. LANDON, JR. ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS 9th DAY OF April, 1987.

Tanya Smith
NOTARY PUBLIC

MY COMMISSION EXPIRES ON THE 6th DAY OF MARCH, A.D. 1991

TANYA SMITH — NOTARY PUBLIC — STATE OF WYOMING — COUNTY OF SHERIDAN — MY COMMISSION EXPIRES MARCH 6, 1991

CERTIFICATES OF APPROVAL

THE SHERIDAN PLANNING AND ZONING COMMISSION HEREWITH RECOMENDS THE APPROVAL OF THE FOREGOING PLAT THIS 24th DAY OF FEBRUARY, 1987.
ATTEST:

Craig H. Beck — CHAIRMAN
Mary Dennis Marthaler — SECRETARY

THE FOREGOING PLAT IS HEREBY APPROVED FOR FILING BY THE UNDERSIGNED MAYOR AND CITY CLERK IN AND FOR THE CITY OF SHERIDAN, COUNTY OF SHERIDAN, STATE OF WYOMING, ON THIS 16th DAY OF March, 1987.
ATTEST:

Mike A. Hatch — MAYOR
David D. Oedekoven — CITY CLERK

CERTIFICATE OF RECORDER

STATE OF WYOMING } SS
COUNTY OF SHERIDAN }

I HEREBY CERTIFY THAT THE ABOVE PLAT WAS FILED FOR RECORD IN MY OFFICE AT 2:30 P.M.
O'CLOCK ON April 20, 1987 AND FILED IN DRAWER 5,
PLAT NUMBER 89.
INSTRUMENT No. 981864
FEE 50.25

Ronald L. Dailey — COUNTY CLERK
DEPUTY COUNTY CLERK

PREPARED BY PRESTFELDT SURVEYING
P.O. Box 3082
Sheridan, WY. 82801
2/87

.83

Planning Department
P.O. Box 848
55 Grinnell Plaza
Sheridan, WY 82801

CITY OF Sheridan WYOMING

Phone: 307.675.4226
Fax: 307.674-2195
Sheridanwy.net

VACATION OF RIGHT OF WAY

OR PUBLIC EASEMENT APPLICATION

APPLICANT INFORMATION

Property Owner: Babione Creek, LLC	Agent:
Address: 215 1st W Parkway	Address:
City/State/Zip: Sheridan WY 82801	City/State/Zip:
Phone: Bob Gates 751 4513	Phone:
Fax: 672 8378	Fax:
Email: bobgates1958@gmail.com	Email:
Surveyor:	Engineer:
Address:	Address:
City/State/Zip:	City/State/Zip:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

* If necessary, Please attach separate sheet for additional owners. Unless otherwise specified all written correspondence will be sent to the listed agent. If no agent is specified, all correspondence will be sent to the property owner.

PROPERTY INFORMATION

Address or Property Location: 2705 Coffeen Ave

Subdivision Name(s): Scotchman Subdivision

Lot(s): 1 Block(s):

Type of Vacation: ☐ Right of Way ☐ Public Easement ☑ MDU gas line easement

ROW/Easement Established Via: ☑ Subdivision Plat ? ☐ Other Legal Instrument

Sheridan County ROW/Easement Recording Information:

Date Recorded:_____ Book/Drawer:_____ Page/Plat No._____

Brief Description of proposed vacation area (include type of easement and allowed uses if applicable): 16' gas line easement. See copy of plat for location.

Approximate Size of Vacated Area (to nearest sq. ft.): 2240 sq'

Reason for vacation request (attach additional pages if necessary): MDU has no use for the easement and we plan to build on top of the easement. See Feb 27, 2018 letter from MDU where they have no objections of vacating the easement.

SIGNATURE

I hereby certify that the information in this application is true and correct. I have read this application and understand that other review processes and fees may be required prior to applying for and receiving Building Permits and/or final plat approval. I hereby authorize the listed agent to act on my behalf throughout the City review and approval process for this application and supporting documents. I understand that all communication regarding this application and supporting documents will be transmitted to my listed agent, unless I specify differently in writing.

RWG — 6-12-18
(Signature of Property Owner) (Date)
Robert W Gates

_____ _____
(Signature of Property Owner) (Date)

_____ _____
(Signature of Property Owner) (Date)

_____ _____
(Signature of Property Owner) (Date)

* Applications for vacation requests must be accompanied by an executed petition for vacation.

MONTANA-DAKOTA
UTILITIES CO.
A Division of MDU Resources Group, Inc.

2/27/18

Sue Goodman
City of Sheridan
55 Grinnell Plaza
Sheridan, WY 82801

Subject: Vacation of 16 foot Gas Line Easement on Lot 1 of Scotchman Subdivision.

I have reviewed your request to vacate a 16' wide Gas Line Easement across Lot 1 of the Scotchman Subdivision as shown on the 4/29/1987 Plat, recorded in file drawer S, Plat number 83 in the Sheridan County Clerks Office. MDU has no objections to this easement vacation. MDU has abandoned the steel gas line that use to occupy this easement.

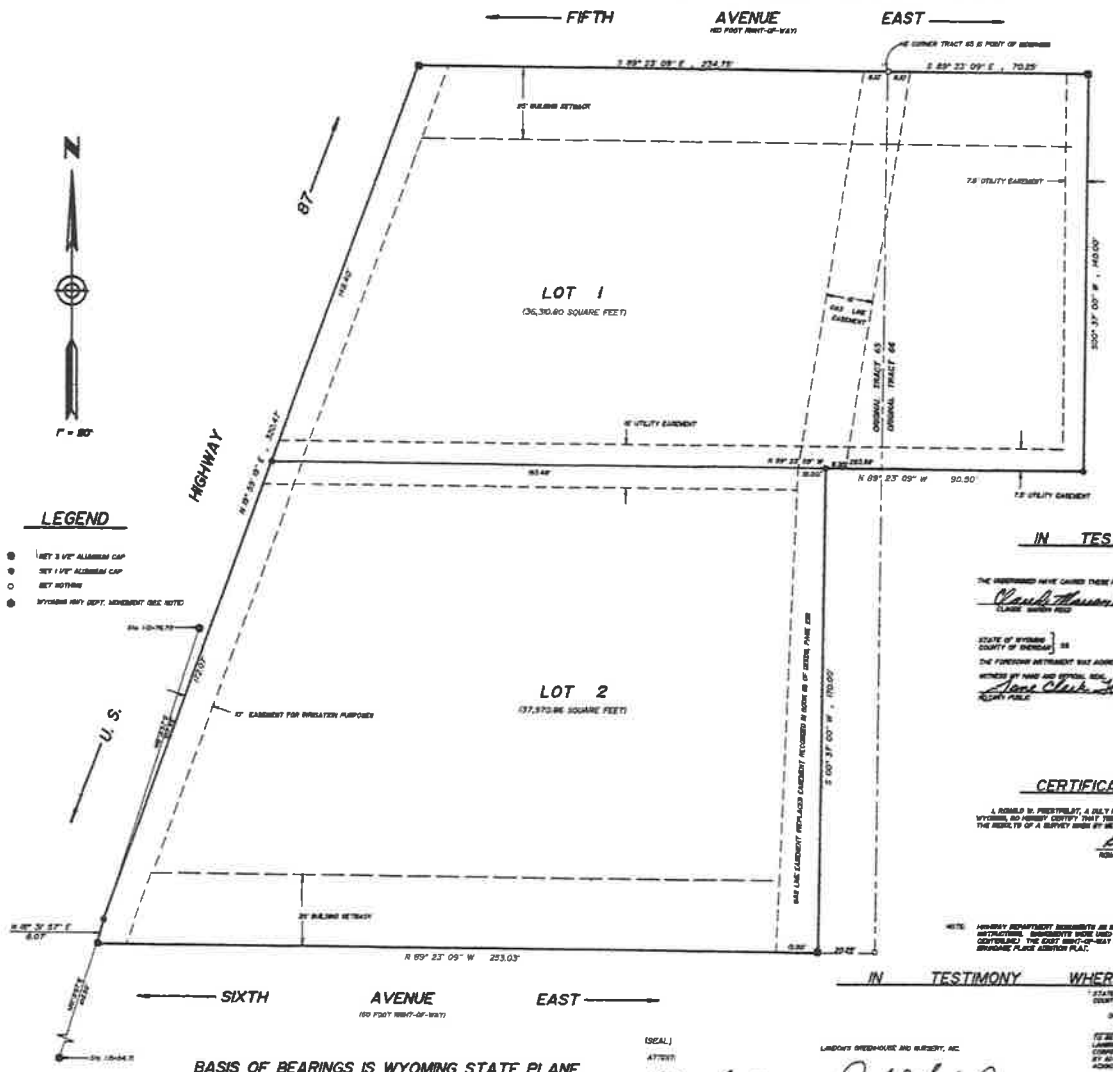
Sincerely,

Jim Sorenson
Electric Superintendent
Rocky Mtn Region
307-673-3141
jim.sorenson@MDU.com

cc: file
Carson Steinhorst

SCOTCHMAN SUBDIVISION

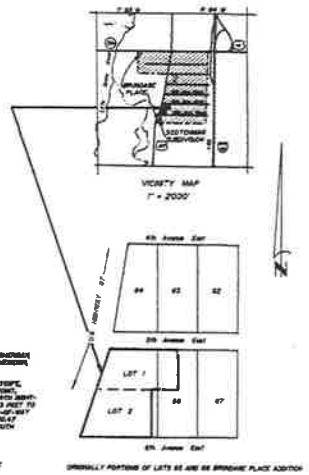
± 74,281.66 SQUARE FEET



LEGEND

- SET 3 1/2" ALUMINUM CAP
- SET 1 1/2" ALUMINUM CAP
- SET NOTHING
- WYOMING HWY DEPT. MONUMENT (SEE NOTE)

BASIS OF BEARINGS IS WYOMING STATE PLANE
EAST CENTRAL ZONE



ORIGINALLY PORTIONS OF LOTS 64 AND 65 BRISBANE PLACE ADDITION

DEDICATION

THE ABOVE AND FOREGOING SUBDIVISION OF THE FOLLOWING DESCRIBED LAND OR REAL ESTATE, TO WIT:

A PARCEL OF LAND BEING TRACT 65 AND TRACT 66 OF THE BRISBANE PLACE ADDITION TO THE CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING, LYING IN THE SE 1/4 SW 1/4, SECTION 2, T56S R84W, OF THE 6TH PRINCIPLE MERIDIAN, SHERIDAN COUNTY, WYOMING, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY OF FIFTH AVENUE EAST, SAID POINT BEING SOUTH 70.25 FEET FROM THE NORTHEAST CORNER OF SAID TRACT 65, THENCE SOUTH 70 FEET TO A POINT, THENCE WESTERLY, 253.53 FEET TO A POINT, THENCE SOUTH 170.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SOUTH AVENUE EAST, THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE WESTERLY 90.50 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 87, THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 323.47 FEET TO A POINT, THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTHERLY, 306.47 FEET, TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF FIFTH AVENUE EAST, THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE EASTERLY, 274.75 FEET TO THE POINT OF BEGINNING.

THE UNDERSIGNED PROPRIETOR OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT WHICH SUBDIVISION SHALL BE KNOWN AS "SCOTCHMAN SUBDIVISION". SAID PLAT IS PREPARED AND OFFERED WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS, AND THE UNDERSIGNED OWNERS AND PROPRIETORS DO HEREBY DEDICATE AND WAIVE ALL RIGHTS, UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING.

AN EASEMENT IS HEREBY DEDICATED FOR PUBLIC USE, THE LOCATION AND WIDTH RIGHT-OF-WAY OF WHICH IS SHOWN BY DOTTED LINE ON THE ACCOMPANYING PLAT, AND SAID EASEMENT MAY BE EXPLOITED IN PERPETUITY AS A CONVENIENT ROADWAY WITH THE LAND LYING THEREUNDER, OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SEWERS, WATERLINES, GAS LINES, ELECTRIC LIGHT LINES AND POLES, TELEPHONE LINES AND POLES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES AND AS INCIDENTAL TO SUCH INSTALLATIONS AS THE PUBLIC A TWELVE (12) FOOT TEMPORARY CONSTRUCTION EASEMENT IS ALSO PROVIDED ON EACH SIDE OF THE AFOREDESCRIBED EASEMENT FOR THE INSTALLATION OF WATER AND SEWER LINES AND OTHER UTILITIES.

STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO DEDICATED.

BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE BUILT OR CONSTRUCTED BETWEEN THIS LINE AND THE STREET LINE.

IN TESTIMONY WHEREOF:

THE UNDERSIGNED HAVE CAUSED THESE PRESENTS TO BE SIGNED THIS 25 DAY OF February, A.D. 87

Ronald W. Prestfeldt — Joyce Lynn McLeod
CLAIRE WARREN REED — JOYCE ANNETTE REED

STATE OF WYOMING } ss
COUNTY OF SHERIDAN }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 25 DAY OF Feb., A.D. 87

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES May 2, 1990

Jane Clark Logan
NOTARY PUBLIC

CERTIFICATES OF APPROVAL

THE SHERIDAN PLANNING AND ZONING COMMISSION HEREWITH RECOMMENDS THE APPROVAL OF THE FOREGOING PLAT THIS 22nd DAY OF February, A.D. 87

ATTEST:
Craig H. Beck — CHAIRMAN
Mary Lou Thomas — SECRETARY

THE FOREGOING PLAT IS HEREBY APPROVED FOR FILING BY THE UNDERSIGNED MAYOR AND CITY CLERK IN AND FOR THE CITY OF SHERIDAN, COUNTY OF SHERIDAN, STATE OF WYOMING, ON THIS 28th DAY OF April, A.D. 87

ATTEST:
Mike A. Apfell — MAYOR
David D. Oakley — CITY CLERK

CERTIFICATE OF SURVEYOR

I, RONALD W. PRESTFELDT, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

Ronald W. Prestfeldt
RONALD W. PRESTFELDT PLS L.S. 2286

NOTE: HIGHWAY DEPARTMENT MONUMENTS AS SHOWN WERE NOT ACCEPTED PER THE SURVEYOR'S INSTRUCTIONS. MONUMENTS WERE USED FOR CONSTRUCTION PURPOSES AND LOCATION OF CENTERLINE. THE EAST RIGHT-OF-WAY LINE OF U.S. 87 WAS ESTABLISHED FROM THE BRISBANE PLACE ADDITION PLAT.

CERTIFICATE OF RECORDER

STATE OF WYOMING } ss
COUNTY OF SHERIDAN }

I HEREBY CERTIFY THAT THE ABOVE PLAT WAS FILED FOR RECORD IN MY OFFICE AT 2:30 P.M.
ON DECK ON April 29, A.D. 87 AND FILED IN CABINET 3,
PLAT NUMBER 25.
INSTRUMENT # 111642
FEE 60.45

DEPUTY COUNTY CLERK

IN TESTIMONY WHEREOF:

STATE OF WYOMING } ss
COUNTY OF SHERIDAN }

ON THIS 9th DAY OF April, A.D. 87, BEFORE ME PERSONALLY APPEARED KATHRYN LANDON and JACK D. LANDON, JR.

TO BE PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DO SAY THAT HE IS THE PRESIDENT OF LANDON'S GREENHOUSE AND NURSERY, INC. AND THAT THE SEAL AFFIXED TO SAID INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND SAID KATHRYN LANDON and JACK D. LANDON, JR. ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 9th DAY OF April, A.D. 87

Notary Public

MY COMMISSION EXPIRES ON THE 6th DAY OF MARCH, A.D. 91

(SEAL)
ATTEST:
Kathryn Landon — SECRETARY

LANDON'S GREENHOUSE AND NURSERY, INC.
BY Jack D. Landon, Jr. — PRESIDENT

JACK D. LANDON, JR.

PREPARED BY PRESTFELDT SURVEYING
P.O. Box 3082
Sheridan, WY. 82801
2/87

.83

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Big Horn Public House, LLC Application for Microbrewery License #1 - City Clerk Cecilia Good - 5 Minutes
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	08/08/2018

Recommendation:

Staff recommends the approval of Big Horn Public House, LLC's application for Microbrewery License #1.

Background:

Sheridan Brew Co. and Public House will be a microbrewery that offers its own craft beer products and a food menu. Their plan is to operate year round. Sunday through Wednesday operations will be from 11 am to 10 pm and Thursday through Saturday operations will be from 11 am to 2 am. The applicant plans to hold events that will be open to the public on special occasions based on community demand.

Attachments

Big Horn Public House, LLC Application for Microbrewery License #1

WLD-31 (4/17)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 1

License Fees
Annual Fee: $ 500 .00
Prorated Fee: $ 210 .00
Transfer Fee: $.
Publishing Fee: $ 90 .00

Date filed with clerk: 8 / 20 / 2018

Advertising Dates: (2 Weeks)
8/8/2018 & 8/15/2018

Hearing Date: 8 / 20 / 2018

Publishing Fee Direct Billed to Applicant: ☐

License Term: 8 (Month) / 20 (Day) / 2018 (Year) Through 12 (Month) / 31 (Day) / 2018 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Big Horn Public House, LLC.

Trade/Business Name (dba): Sheridan Brew Co. and Public House

Building to be licensed/Building Address: 150 North Main Street (Number & Street)
Sheridan (City) WY (State) 82801 (Zip) Sheridan (County)

Mailing Address: 150 North Main Street (Number & Street or P.O. Box)
Sheridan (City) WY (State) 82801 (Zip)

Business Telephone Number: (307) 461-7722 Fax Number: ( )

E-Mail Address: eric.macormick@bighorn.beer

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
Zone B2 Sheridan original block 2, lot 9

FILING FOR
☒ NEW LICENSE
☐ TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)
☒ CITY OF: Sheridan
☐ COUNTY OF:

FILING AS (CHOOSE ONLY ONE)
☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER

☐ TRANSFER OWNERSHIP ☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY:

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☒ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS
☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

☒ FULL TIME (e.g. Jan through Dec)
(specify months of operation) from Jan to Dec

☐ SEASONAL/PART-TIME
DAYS OF WEEK (e.g. Mon through Sat) from Sunday to Saturday

☐ NON-OPERATIONAL/PARKED
HOURS OF OPERATION (e.g. 10a - 2a) from 10 Am to 2 Am

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

1. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

(1) **OWN** the licensed building? ☐ YES (own)

(2) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

If Yes, please submit a copy of the lease and indicate:

(A) When the lease expires, located on page 2 paragraph 3 of lease.

(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 11 paragraph 2 of lease.
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) ☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

   (a) Hold any interest in the license applied for? ☐ YES ☐ NO

   (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☐ NO

   (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☐ NO

   (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

   _____

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103 (b) ☐ YES ☒ NO

   If "YES", explain: _____

5. **If applicant is filing as an Individual, Partnership or Club:** W.S. 12-4-102 (a) (ii) & (iii)

   Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. **If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** W.S. 12-4-102 (a) (iv) & (v)

   Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Erin McCormick	8/26/86	1897 Paintbrush Dr Sheridan, WY 82801	307-461-7722		10.95	YES ☐ NO ☒	YES ☐ NO ☒
Tiffany McCormick	3/15/86	1897 Paintbrush Dr Sheridan, WY 82801	307-751-3495		10.95	YES ☐ NO ☒	YES ☐ NO ☒
Richard Anderson	4/24/51	1800 Lodgepole Helena, MT 59601	406-443-3225		23.38	YES ☐ NO ☒	YES ☐ NO ☒
Mark Esponda	11/24/82	7 Crossfire Drive Helena, MT 59634	406-459-3776		11.69	YES ☐ NO ☒	YES ☐ NO ☒
Brian Bolton	4/18/73	369 West Burrows St Sheridan, WY 82801	307-461-7210		11.69	YES ☐ NO ☒	YES ☐ NO ☒
Chris Pope	12/4/52	1508 South Wilson Ave Bozeman, MT 59715	406-581-8739		13.14	YES ☐ NO ☒	YES ☐ NO ☒
Maddie Pope	8/26/58	1508 South Wilson Ave Bozeman, MT 59715	406-581-8739		13.14	YES ☐ NO ☒	YES ☐ NO ☒

(If more information is required, list on a separate piece of paper and attach to this application)

7. BAR AND GRILL LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413 (a) ☐ YES ☐ NO

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b) (e.g. 10 x 12 room in SE corner of building):_____

_____

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) ☐ YES ☐ NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) ☐ YES ☐ NO

9. RESORT LICENSE:

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars ($1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars ($10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

10. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☒ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division) ☒ YES ☐ NO

(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) ☐ YES ☒ NO

11. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY

12. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

13. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

14. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO

(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

(a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO

(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO

(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO

(d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO

(e) Has the club received twenty-five dollars ($25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO

(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO

(g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO

(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

REQUIRED ATTACHMENTS:

☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).

☐ Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).

☒ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).

☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF _____)

Signed and sworn to before me on this 2 day of August, 20 18 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	Eric McCormick	owner
2)			
3)			
4)			
5)			
6)			

Witness my hand and official seal:

_____
Signature of Notary Public

(SEAL)

My commission expires:_____

COMMERCIAL LEASE

THIS LEASE, entered into effective the **18th day of June, 2018** by and between the Lessor, the Lessee and the Lessor hereinafter named:

ARTICLE I.
DEFINITIONS AND CERTAIN BASIC PROVISIONS

1.01

(1) "Lessor"
Bee Tree Partners, LLC, a Wyoming limited liability company

(2) "Lessor's Address"
1508 South Willson Avenue
Bozeman, MT 59715

(3) "Lessee"
Big Horn Public House, LLC, a Wyoming limited liability company,

(4) "Lessee's Address"
150 North Main Street
Sheridan, WY 82801

(5) "Subject Premises"

Is the Basement and First Floor of the building located at 150 North Main Street, Sheridan, WY, the legal description of which is: Lots 1, 2, and 9 and the North Six Feet [N6'] of Lot 10, Block 2, Original Town, now City of Sheridan, Sheridan County, State of Wyoming (herein the "Building"). The Subject Premises is agreed to be 8,499+/- square feet of rentable interior space of the Building, as computed from measurements to the interior of outside walls of the Building and including a proportionate share of the areas within the Building but outside the Subject Premises, which are designated as "common areas" on the exhibit attached hereto. Provided further, the Lessee acknowledges that the Subject Premises is intended to be condominiumized during the term of this Lease by Lessor, with the cooperation of Lessee, as a condominium unit . The Subject Premises is also sometimes referred to hereinafter as the "Commercial Condo",and is as shown and outlined on the site Plan attached hereto as **Exhibit "A"**. The Lessor reserves the sole and absolute right to plat and subject the

Building, including but not limited to the Subject Premises, to a condominium plat, declaration of condominium and/or an owners' association of the condominiumization of the Building, in Lessor's sole discretion, during the term of this lease. Any minor change to the rentable square footage calculation, above, due to refinements in the floorplan by Lessor's architect subsequent to the Lease execution shall not alter any other terms hereof.

(7) "Smith Alley Terrace"

In addition, Lessor intends for Lessee to have access from the Subject Premises during Operating Hours to a specified southern portion of the adjacent Smith Alley, which is a public right of way area. Lessor shall take reasonable steps to secure a right of use lease from the City of Sheridan for the southern portion of Smith Alley Terrace for Lessee's exclusive use during the Lease Term. In the event a right of use lease or similar agreement is obtained by Lessor, the terms thereof shall be automatically incorporated herein as Exhibit "B" without further action by either party.

(8) Rent Commencement Date

"Lease Term" shall commence upon the date to be hereinafter defined as the Rent Commencement Date and shall end 10 full calendar years thereafter, except that in the event the Rent Commencement Date is a date other than the first day of a calendar month, said term shall extend to the end of the calendar month.

(9) "Rental Rate"

(i) Base Rent:

Commencement Year [defined as June 15, 2018-December 31, 2018]: the base monthly rent is $7,612;

Year One [first full calendar year, commencing January 1, 2019 to December 31, 2019]: the base monthly rent is $7,612; or, $91,340 annually;

Year Two: the base monthly rent is $7,612; or, $91,340 annually;

Year Three: the base monthly rent is $10,656.00; or, $127,876

annually;

Year Four: the base monthly rent is $11,418; or, $137,010 annually;

Year Five: the base monthly rent is $12,19; or, $146,144 annually;

Year Six: the base monthly rent is $12,940; or, $155,278 annually;

Year Seven: the base monthly rent is $13,701; or, $164,412 annually;

Year Eight: the base monthly rent is $14,462; or, $173,546 annually;

Year Nine: the base monthly rent is $14,462; or, $173,546 annually;

Year Ten: the base monthly rent is $15,223; or, $182,680 annually;

(ii) plus additional rent for Lessee's portion of the Operating Expenses (as described in Article V, Paragraph 5.01 below), which shall be initially budgeted at **$3.00 per rentable square foot per year**, with said additional rents hereinafter collectively referred to as NNNs.

In the partial Commencement Year, the Triple Net Fee [NNN] shall represent the best estimate of the annual prorated building operating expenses for the subject tenancy, including the cost of real property taxes, utilities, insurance and maintenance/repair costs. At each year-end during the Lease Term, the Lessee's proportionate share of the NNN costs and the resulting payments to Lessor shall be compared to the actual NNN building expenses incurred, and the Lessee shall be debited or credited for any variance against actual NNN payments made, which variance shall be applied to the February rent payment each year. The total year expenses shall then become the basis for the following year's NNN estimate, and that forward basis shall be noticed in writing each year on or before January 15 by Lessor to

Lessee.

The parties agree that any annual increase to general NNN expenses during the Lease Term, and Lease Option Terms, shall be capped at THREE PERCENT (3%) per annum, unless directly related to the Lessee's use of the premises.

(iii) Base monthly rent for the first 12 months $7,612.00

(iv) Monthly charge for the estimated NNNs $2,124.75

INITIAL MONTHLY PAYMENT TOTAL: $9,969.75

(10) Rent Payment Commencement Date. The date on which Lessee shall begin paying Lessor Rent shall be the later of: (a) October 1, 2018, excepting the provisions of 4.02 (2) below, or (b) the date which (i) Lessor and Lessee shall have each substantially completed their respective improvements in the Subject Premises, and (ii) the City of Sheridan has issued a Certificate of Occupancy for the Subject Premises not to extend beyond November 30, 2018.

(11) Tenant Improvements. Lessor shall contract with its Architect to produce a floor plan and finish schedule which will specifically identify the improvements to be made by Lessor as part of this Lease and which are acceptable to Lessor and Lessee (hereinafter the "Tenant Improvements").

Lessee and Lessor have agreed to the Tenant Improvement construction schedule, the final design and the budget for the Tenant Improvements, all as described in "**Exhibit C"** attached hereto.

Any substantive alterations to Exhibit C shall be approved by both parties in writing prior to work commencement.

(12) Lessor Improvements. Lessor, at its expense, shall complete those improvements to the Subject Premises to result in a warm shell, which is defined as follows:

Delivered warm shell condition shall generally comprise the fully

modernized improvement of the Subject Premises, common areas and building exterior and grounds, to include but not be limited to modernized heating and cooling services; independently metered main electric and natural gas service installed to the Subject Premises; fire sprinkling/safety equipment installed to code; water and sewer service; signage mounts and electric service, and structural upgrades to floors, walls and roof.

The General Contractor engaged to complete the Lessor Improvements and the Tenant Improvements shall be responsible for conducting and overseeing all improvements in the Subject Premises unless otherwise agreed by the parties._All work shall be done to code by qualified, bonded contractors, and the budget for all such construction shall be approved by both Lessor and Lessee.

(13) In addition to the obligations under this Leas, Lessor or its affiliated entity OBeeJ Sheridan, LLC shall make an investment in the Lessee's business, as per the Operating Agreement for Lessee and its related entity, Big Horn Management, LLC, which Agreements shall be executed by the parties on terms and conditions set forth in Section 24.12, below.

(14) Lessee shall, at its own expense, make additional improvements to the Subject Premises to include installation of all Tenant Improvements and other amenities required by Lessee.

In addition, both Lessee and Lessor shall collaborate on certain elements of the Tenant Improvements ["Splits"] that serve both the Building and the Subject Premises, which Schedule is attached hereto and incorporated by reference as **Exhibit "D"**.

Permanent improvements to the Smith Alley Terrace shall be the sole responsibility of Lessor; non-permanently affixed improvements shall be the responsibility of Lessee.

(15) Parking in the adjoining lot to the west shall be common and unreserved, excepting that Lessee shall be allocated, at no additional cost, seven (7) signed spaces for its use. In addition, Lessee shall be allocated an area equal to an additional four (4) spaces, as needed and agreed by Lessor and Lessee, at no additional cost on which to place grain storage bins and ancillary equipment for its operations. As a condition of providing these

spaces to Lessee, parking for the Building must comply with all local code requirements.

1.02 Each of the forgoing definitions and basic provisions shall be construed in conjunction with and limited by the references thereto in the other provisions of this Lease.

ARTICLE II.
GRANTING CLAUSE

2.01. In consideration of the obligation of Lessee to pay rent as herein provided and in consideration of the other terms, covenants, and conditions hereof, Lessor warrants that it has the legal right to enter into this Lease and hereby demises and leases to Lessee, and Lessee hereby takes from Lessor, the Subject Premises as described in Paragraph 1.01 (5), TO HAVE AND TO HOLD said Subject Premises for the Lease Term specified in Paragraph 1.01 (7), subject to all on the terms and conditions set forth in this Lease and all terms incorporated herein by reference.

ARTICLE III.
SECURITY DEPOSIT

3.01. Security Deposit shall be waived.

ARTICLE IV.
RENT

4.01. Rent and the monthly NNN payments shall begin from the Rental Commencement Date, and shall be payable at the places designated for the delivery of notices to Lessor at the time of payment. Rent and NNN payments may be tendered by Lessee by direct depositing said rent and NNN payments to:

First Interstate Bank, Sheridan, WY
4 South Main, Sheridan, WY 82801
Routing Number: 092901683
Account Number: 1093167788

4.02. (1) Lessee shall pay the base monthly rent and NNN payment to

Lessor in monthly installments in the amounts specified in Paragraph 1.01 (9) above. The first such monthly installments, prorated as necessary by other provisions provided in this Lease, shall be due and payable upon Commencement Date. Subsequent installments shall be due and payable on or before the first day of each succeeding calendar month during the Lease Term; provided that, if the Commencement Date is a date other than the first day of a calendar month, then the rent and the NNN payment for that month shall be pro-rated on the basis of one divided by three hundred sixty five times the sum of the 12 monthly rental payments.

(2) Lessee shall make every good faith effort to secure all necessary permits so as to be open for business on or before the October 1, 2018. Should Lessee not be in possession of required operating licenses by October 1, 2018, all or a portion of the first and second month's rent payments, as necessary, shall be deferred until subject permits are secured, but not later than November 30, 2018, at which time Lessee shall resume its obligation to pay rent presuming an October 1, 2018 Rent Commencement date, as per 4.02 (1). Any deferred rents shall be paid to Lessor by Lessee as an additional payment spread equally over the following next six (6) months.

Lessee shall timely notify Lessor in writing if the first month or second month rent payment is to be deferred for reasons identified above; and, shall notify Lessor in writing to date stamp the receipt of the subject delayed permits or licenses and the Lessee's initiation of rent and deferred rent payment.

(3) Excepting 4.02 (2) above, if any monthly rent payment, and/or monthly NNN payment, required by Paragraph 1.01 (9) is not tendered to Lessor and/or to Lessor, respectively, within five (5) business days after the due date, then the amount of that monthly installment shall be increased by Ten (10%) percent, as a late charge. If any monthly rent payment and/or monthly NNN payment is not tendered to Lessor, plus the applicable late charge, within ten (10) business days after the due date, then such failure shall be considered a Default of this Lease, and subject to the terms and conditions of Article XIX below.

ARTICLE V.
OPERATING EXPENSES

5.01. "OPERATING EXPENSES": As used in this Lease, "Operating Expenses"

or also referred to herein as "Triple Net Fees" or "NNNs" refers to the aggregate of all expenses, costs and disbursements of every kind and nature relating to or incurred or paid during any Operating Period (hereinafter referring to a calendar year, January 1 thru December 31) of the term of this Lease in connection with the operation, maintenance, and management of the building and facilities used in connection therewith, including but not limited to common area maintenance, building insurance, building property taxes, cleaning, routine or scheduled repairs of the a) building, b) electrical equipment and fixtures, c) plumbing fixtures and equipment, and d) HVAC fixtures and equipment. Also included are all common area janitorial services; lawn, landscape, and snow removal.

Specifically excluded from NNNs are capital improvements; capital expenditures; major [exceeding $1,000 per incident] repairs or replacement of the building and HVAC fixtures and equipment; and, repairs of a structural nature. Also excluded from Operating Expenses are any reserves for (a) capital expenditures, (b) capital improvements, (c) major repairs or replacement of the buildings and HVAC fixtures and equipment, and (d) repairs of a structural nature. Operating Expenses shall be pro-rated to the building's condominium units by a calculation of each unit's proportional share of total rentable square footage divided by the building's total rentable square footage. Expenses, costs, and disbursements not specifically included shall deemed to be excluded from NNN.

5.02. For all calculations pursuant to the provisions of this executed Lease, the rentable interior space, as identified in Paragraph 1.01 (5), of the Subject Premises shall be found by the Parties to be hereby acceptable.

The parties hereby accept the Architect's calculation that the subject Commercial Condo represents 65%, more or less, of the building's total rentable space.

5.03. Lessor shall provide all normal maintenance and repair of the roof, exterior walls and the structural portions of the building containing the Subject Premises, and such costs shall not be included in the NNNs. Lessor shall not have any obligation to maintain, repair, or replace any improvements made to the Subject Premises by Lessee.

5.04 Lessee, at its sole cost, shall maintain and repair any tenant improvements installed by Lessee in the Subject Premises, and otherwise

keep the Subject Premises in good order and repair. All workmen, artisan and contractors employed for such purposes shall be specifically approved in writing by the Lessor prior to the commencement of any work valued over $25,000 on the Subject Premises. Such approval will not be unreasonably withheld nor delayed.

ARTICLE VI.
COMMON AREA MAINTENANCE

6.01. The "Common Area" is that part of the Building outside of the Subject Premises, designated by Lessor for the common use of all Lessees, including among other facilities, parking areas, sidewalks, landscaping, curbs, loading areas, private streets and alleys, interior and exterior lighting facilities, as well as the entry lobby of the buildings, interior corridors, stairwells, common rest rooms, and equipment rooms, all of which shall be subject to Lessor's sole management and control, and which shall be operated and maintained by Lessor. For purposes of this Lease and Lessee's rights to use certain common areas, it does not include the foundation, roof, exterior walls and windows or the interior portions of the buildings leased to various Lessees, or common areas in other areas of the building that do not directly benefit the Lessee.

The Smith Alley Terrace area for the purposes of this Lease between the parties shall be treated as common area for the period leased from the City, and its operating expenses [light, maintenance and snow removal] not the responsibility of the City or other party, or not directly paid by Lessee, shall be made part of the Lessee's Triple Net fee calculations. Smith Alley Terrace square footages shall not be included in any Rentable Square Foot calculations or Common Area square footage calculations in this Agreement.

The Smith Alley Terrace area shall be kept clean and orderly by Lessee at all times in keeping with any City regulation of public space.

Notwithstanding anything to the contrary herein above contained, the building shall provide ELEVEN (11) adequate parking areas for use by Lessee's business to be conducted in the Subject Premises and in accordance with applicable zoning ordinances. See also, 101.1 (15.)

Lessee and its employees, customers, sub-lessees, licenses, and concessionaires shall have the non-exclusive right to use the Common

Area as constituted from time to time, such use to be in common with Lessor, other Lessees of the Building and other persons permitted by Lessor to use the same, and subject to such reasonable rules and regulations governing use as Lessor may from time to time prescribe, consistent with this lease and including the designation of specific areas within the parking lot of the Building or in reasonable proximity thereto in which automobiles owned by Lessee, its employees, sub-lessees, licensees, and concessionaires shall be parked. Lessee shall not solicit business or display merchandise within the Common Areas, nor distribute handbills therein, nor take any action, which should interfere with the rights of other persons to use the Common Areas, or to make repair or alterations.

ARTICLE VII.
USE AND CARE OF SUBJECT PREMISES

7.01. The Subject Premises may be used only for a Brewery and Restaurant, and for no other purpose or purposes without the prior written consent of Lessor. Lessee shall operate its business in an efficient, dignified, and respectable manner. Lessee shall maintain hours of operation generally consistent with other restaurant and pub establishments within Sheridan's historic downtown business district.

7.02. Lessee shall not keep anything within the Subject Premises for any purpose that increases the insurance premium cost or that invalidates any insurance policy carried on the Subject Premises or other parts of the Building. All property kept, stored or maintained within the Subject Premises by Lessee shall be at Lessee's sole risk.

7.03. In keeping with its intended use, above, the parties acknowledge Subject Premises will have an active retail presence with music and televised entertainment, and the potential for periodic manufacturing odors and noises. That being understood, Lessee shall not permit any unusually objectionable or unpleasant odors to consistently or permanently emanate from the Subject Premises; nor place or permit any radio, television, loud-speaker, or amplifier inside or outside the Subject Premises where the same can be consistently or permanently heard by other Lessees or from outside the building, nor place any antenna, awning, or other projection on the exterior of the Subject Premises without prior written approval of Lessor; nor take any other action which would constitute a consistent or

permanent nuisance or would disturb or endanger other Lessees of the Building or unreasonably interfere with their use of their respective premises; nor do anything which would tend to injure the reputation of the Building.

Lessee is specifically authorized to the use of the Subject Premises for the distribution and sale alcohol. **Landlord acknowledges and agrees that the Tenant may sell alcoholic or malt beverage on the Subject Premises in accordance with W.S. 12-4-103(a)(iii)..**

7.04. Lessee shall procure at its sole expense any permits and licenses required for the transaction of business in the Subject Premises, and otherwise comply with all applicable laws, ordinances and governmental regulations. Notwithstanding the above, the Lessor warrants and covenants that the Subject Premises is properly zoned for use as permitted hereunder and is in compliance with all applicable ordinances, rules, and regulations of the City, State, and Federal Governments as of the commencement date of this Lease.

Lessor shall engage, for compensation, the City of Sheridan for a license and/or encroachment permit to use a portion of the Smith Alley for restaurant and brewery business activity, which activity shall be subject to all public agency review and regulation. Lessor hereby intends to assign the right of use, its benefits and obligations, to the Lessee for the Lease Term, but shall not be held liable if said license/permit is (a) not ultimately made available, or (b) is withdrawn during the Lease Term for reasons outside the Lessor's control.

The Lessor's ability to utilize the Smith Alley shall be part of this Agreement as "**Exhibit B.**"

7.05 The Premises is a NON SMOKING premises and smoking of any type, including electronic smoking devices, by any person within the Subject Premises is strictly prohibited. Lessee shall enforce the building's non-smoking policies at all times.

ARTICLE VIII.
REPAIR OF SUBJECT PREMISES

8.01. Lessor shall maintain and keep in good repair the roof, the exterior walls,

windows, doors, and common areas of the building, including sidewalks and parking lot (excluding snow removal of the public sidewalks, alleys and the parking lot which shall be the responsibility of Lessee). Lessor will also repair or replace water and sewer lines, gas lines, electric wiring, heating and cooling ducts wherever located and will make all structural repairs, except that Lessor shall not be required to make any repairs occasioned by the act or negligence of Lessee, its agents, employees, sub-lessees, licensees, and concessionaires.

In the event that the Subject Premises should become in need of repairs required to be made by Lessor hereunder, Lessee shall give immediate written notice thereof to Lessor. Expenses in this paragraph that are considered "capital expenditures", capital improvements or structural in nature pursuant to paragraph 5.01, will be paid by Lessor; and expenses that are normally and reasonably considered "operating expenses" pursuant to paragraph 5.01 will be paid proportionately by all Lessees of the Subject Premises.

8.02. Once Lessee accepts the Subject Premises pursuant to Article I, paragraphs 12 through 15, Lessee shall keep the Subject Premises in good clean condition and shall at its sole cost and expense make all needed repairs and replacements of any and all damages to the Subject Premises created as a result of Lessee's negligent use of the Subject Premises, including keeping water and sewer systems above the floor in operating and functioning condition, except for repairs and replacements required to be made by Lessor under the provision of Paragraphs 5.01 and 8.01 and ARTICLE XV. If any repairs required to be made by Lessee hereunder are not made or reasonable arrangements made for such repairs to be performed within ten (10) days after written notice delivered to Lessee by Lessor, Lessor may at its option make such repairs without liability to Lessee for any loss or damage which may result in its business by reason of such repairs, and Lessee shall pay to Lessor on demand as additional rental hereunder the cost of such repairs plus interest at the rate of ten percent (10%) per annum from the date of payment by Lessor until repaid by Lessee.

ARTICLE IX.
ALTERATIONS

9.01. (1) Lessee shall not make any substantial alterations, additions, or

improvements to the Subject Premises without the prior written consent of Lessor, which consent shall not be unreasonable withheld nor delayed, unless otherwise provided for in the Lease. All alterations, additions, and improvements to the Subject Premises which are made or installed by either party on the Subject Premises shall remain on and be surrendered with the Subject Premises and become the property of Lessor at the termination of the Lease, unless Lessor requests their removal, in which event Lessee shall remove the same and restore the Subject Premises to their original condition at Lessee's expense.

(2) Provided Lessee is not in default in any of the covenants made on its part herein contained, movable equipment and furniture, but not fixtures attached to the building, may be removed at the end of the fully-paid lease term under the condition that any damage to the Subject Premises thereby occasioned be repaired at Lessee's sole cost.

(3) All installations, alterations, additions, betterments, or improvements upon the Subject Premises made by any party, excepting for Lessee's trade fixtures [as herein defined], stock in trade, movable equipment not affixed to the Subject Premises, and furniture, if Lessee is not in default of this Lease, shall, at the expiration or earlier termination of the Lease Term, become the property of the Lessor and shall remain upon and be surrendered with the Subject Premises as part thereof. Lessee's Trade fixtures are defined as: all non-affixed fixturing, mirrors, decorative wall items, restaurant flatware, glasses and plateware, movable kitchen equipment, and other like kind personal property and business effects.

9.02. All construction work done by Lessee within the Subject Premises shall be performed in a good and workmanlike manner, in compliance with all governmental requirements, and in such manner as to cause a minimum of interference with the transaction of business in the Building. Lessee agrees to indemnify Lessor and hold Lessor harmless against any loans, liability or damage resulting from such work, and Lessee shall, if requested by Lessor, furnish bond or other security satisfactory to Lessor against any such loss, liability or damage.

ARTICLE X.
LESSOR'S RIGHT OF ACCESS

10.01. Lessor and/or its representatives shall have the right to enter onto the Subject Premises during normal business hours, unless in an emergency,

for the purpose of inspecting same, or of making repairs to the Subject Premises or making repairs, alterations, or additions to adjacent premises, or of showing the Subject Premises to prospective purchasers, lessees, or lenders.

ARTICLE XI.
SIGNS, ROOF, EXTERIOR WALLS

11.01. Lessor and Lessee shall mutually agree on the location of Lessee's signage, which signage shall comply with all local and state codes and building association bylaws hereafter imposed by Lessor as part of the condominiumization of the building. Signage mounts and electrical service hardware and installation to the signage site[s] shall be the responsibility of the Lessor. Signage messaging expense for the Subject Premises, and signage operation expense, shall be the sole responsibility of Lessee.

Lessee otherwise shall not, without Lessor's prior written consent, make any changes to the exterior walls of the building or install any exterior lighting, decorations, or paintings, or erect or install any signs, permanent window lettering, placards, decorations or advertising media of any type which can be viewed from the exterior of the Subject Premises, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. All signs must comply with Lessor's sign criteria and minimum standards (including design, lettering, materials, mounting method and size) and must be approved in writing by Lessor prior to installation. All signs shall be kept in good condition and in proper operating order at all times.

(2) Lessee shall not erect or place, or cause to be erected or placed, any sign without the prior written consent of Lessor which shall not be unreasonably withheld. Lessee shall be liable to Lessor for any cost or expense incurred by Lessor in removing such sign and for any damage caused by the removal of such sign. Lessor reserves the right, at Lessor's discretion, to permit a sign or signs which deviate from Lessor's then-established sign criteria, and such permission by Lessor to any Lessee or Lessees shall not give rise to any rights in any other Lessee to object thereto or to require Lessor to permit such other Lessee to deviate from the criteria. Nothing contained herein shall limit Lessor's right to modify or amend such criteria from time to time.

(3) Use of the roof, second floor and all areas of the Building not included in

the Subject Premises is reserved to Lessor or its successors or assigns.

ARTICLE XII.
UTILITIES

12.01. Lessor agrees to cause to be provided and maintained the necessary mains, conduits and other facilities necessary to supply basic telephone service, high-speed fiber data lines, electricity, natural gas, and water and sewage service to the Subject Premises. Lessee agrees to pay for the utilities that are separately metered or billed to the Subject Premises.

12.02. Lessee agrees to provide and pay for installation and service for its telephone systems, LAN data cabling (if any), and security/alarm systems (if any).

12.03. Lessor shall not be liable for any interruption whatsoever in utility services not furnished by Lessor, nor for interruptions in utility services furnished by Lessor which interruptions are due to weather, fire, accidents, strikes, riots or acts of war, acts of God, or other causes beyond the control of Lessor, or in order to make alterations, repairs or improvements to the Subject Premises.

ARTICLE XIII.
INDEMNITY AND PUBLIC LIABILITY INSURANCE

13.01. Lessor shall not be liable to Lessee or to Lessee's employees, agents or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Subject Premises or the Common Area caused by the negligence or misconduct of Lessee, its employees, sub-lessees, licenses, or concessionaires, or any other person entering the Building under express or implied invitation of Lessee, or arising out of the use of the Subject Premises by Lessee and the conduct of its business therein, or arising out of any breach or default by Lessee in the performance of its obligations hereunder, unless caused by the willful misconduct of Lessor, or by the failure of Lessor to meet the currently-accepted "duty of reasonable care" standard, and Lessee hereby agrees to indemnify Lessor, and to hold them harmless from any loss, expense or claims arising out of such damage or injury.

13.02. Lessee shall procure and maintain throughout the term of this Lease a

policy or policies of insurance, at its sole cost and expense, insuring Lessee (and Lessor, as additional insureds) against all claims, demands or actions arising out of, or in connection with, Lessee's use or occupancy of the Subject Premises, or by the condition of the Subject Premises, the limit of such policy or policies to be in an amount no less than $2,000,000 with respect to injuries to or death of any one person, and in an amount no less than $3,000,000 with respect to any one accident or disaster, and in an amount no less than $1,000,000 with respect to property damaged or destroyed, and to be written by insurance companies authorized to do business in the State of Wyoming. Lessee shall obtain a written obligation on the part of each insurance company to notify Lessor at least ten (10) days prior to cancellation of such insurance. Copies of all policies or duly executed certificates of insurance shall be promptly delivered to Lessor, and renewals thereof as required shall be delivered to Lessor at least (30) days prior to the expiration of the respective policy terms. If Lessee should fail to comply with the foregoing requirements relating to insurance, Lessor may obtain such insurance and Lessee shall pay to Lessor, as applicable, on demand as additional rental hereunder the premium cost thereof plus interest at the rate of ten percent (10%) per annum from the date of payment by Lessor until repaid by Lessee.

13.03. Lessor and Lessee agree and covenant that none shall be liable to another for loss arising out of damage to or destruction of the Subject Premises or contents thereof when such loss is caused by any perils included within standard fire and extended coverage insurance policy of the state in which the Subject Premises is situated; this Lease shall be binding whether or not such damage or destruction be caused by negligence of either party or their agents, employees or visitors. Lessor agrees to carry fire and extended coverages to the extent as may be required by a lender, but in no event less than 80% of the estimated replacement costs of the Building.

13.04. Lessee agrees to pay pro-rata as additional rent its proportionate share of Lessor's cost of carrying General Liability, Fire and Extended Coverage Insurance ("Insurance") on the Building, in such percentage as noted in Article V, Paragraph 5.01 above.

13.05. To the extent that a claim is covered by the injured parties' insurance, the parties release each other from any claims any party has against another.

ARTICLE XIV.
NON-LIABILITY FOR CERTAIN DAMAGES

14.01. Agents and employees of Lessor shall not be liable to Lessee for any injury to person or damage to property caused to the Subject Premises or other portions of the Building arising out of repair or by defect in or failure of equipment, pipes, or wiring, or broken glass; or by the backing up of drains; or by gas, water, steam, electricity, or oil leaking, escaping or flowing into the Subject Premises (except where due to Lessor's willful failure to make repairs required to be made hereunder, after the expiration of a reasonable time after written notice to Lessor of the need for such repairs, or because of Lessor's failure to meet the currently-accepted "duty of reasonable care" standard), nor shall Lessor be liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of other Lessees of the Building or of any other persons whomsoever, excepting only duly authorized employees and agents of Lessor.

ARTICLE XV.
DAMAGE BY FIRE OR OTHER CASUALTY

15.01. Lessee shall give immediate written notice to Lessor of any damage caused to the Subject Premises by fire or other casualty.

15.02. In the event that the Subject Premises shall be damaged or destroyed by fire or other casualty insurable under standard fire and extended coverage insurance, and Lessor or Lessee do not elect to terminate this Lease as hereinafter provided, Lessor, as applicable, shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Subject Premises. If the building in which the Subject Premises is located shall be destroyed or substantially damaged by a casualty not covered by Lessor's insurance or be destroyed or rendered untenantable to an extent in excess of fifty percent (50%) of the floor area by a casualty covered by Lessor's insurance, then Lessor or Lessee may elect to either terminate this Lease, or to continue this Lease after Lessor has proceeded to rebuild and repair the Subject Premises. This decision will be made within thirty (30) days after the occurrence of such casualty and if it is determined to rebuild and repair, Lessor, as applicable, shall proceed to do so with

reasonable diligence and at its sole cost and expense.

15.03. Lessor's obligation to rebuild and repair under this ARTICLE XV shall in any event be limited to restoring Lessor's work to conditions which existed prior to the casualty, and Lessee agrees that, promptly after completion of such work by Lessor, it will proceed with reasonable diligence and at its sole cost and expense to rebuild, repair, and restore its furniture, fixtures and equipment.

15.04. During the period from the occurrence of the casualty until after Lessor's and Lessee's repairs as required in Paragraph 15.03 are completed, the base monthly rent and the Operating Expenses and other charges provided for herein shall be eliminated or reduced to such extent as may be fair and reasonable under the circumstances. It is understood and agreed to by the parties that the "circumstances" in the immediately preceding sentence, to which the words "fair and reasonable" refer, may include situations wherein significant portions of the Subject Premises remain effectively and efficiently usable by Lessee, and/or situations wherein insurance coverage is available.

15.05. Lessor shall, from and after the Commencement Date of this Lease, keep the Subject Premises, or the building of which the Subject Premises is a part, as the case may be, including any improvements to the realty which may be made by Lessee to the extent that the same are customarily insurable as a part of the realty and may be covered by Lessor's insurance, insured against loss or damage by fire, lightning and any of the casualties included in the extended coverage and special coverage endorsements, in an amount equal to not less than eighty percent (80%) of the full insurable value thereof, exclusive of the foundation. Lessee agrees to assume the risk for its failure to purchase fire, flood, and extended coverage insurance on its furniture, fixtures and equipment.

ARTICLE XVI.
ASSIGNMENT AND SUBLETTING

16.01. No assignment or sublet or transfer of this Lease may be made without the prior written consent of Lessor, which consent may be withheld in Lessor's sole and absolute discretion. Consent by Lessor to one or more assignments or subletting shall not operate as a waiver of Lessor's rights as to any subsequent assignments and subletting. In the event Lessee

shall sublet any portion of the Subject Premises, the Lessee shall at all times remain fully responsible and liable for the payment of the rent and NNN payments herein specified and for compliance with all of its other obligations under this Lease.

16.02. In the event of the Lessor's election to sell the subject Commercial Condo, then Lessee, if in good standing and during its active Lease Term, shall receive timely advanced written notice of Lessor's intent to sell, which notice shall include Lessor's planned terms and conditions, including the to-be-offered sales price. Lessee shall have five business days from receipt of the written notice to indicate in writing to Lessor its intent to present a formal qualified written purchase offer on the offered property, and an additional five business days to submit said written/executed offer to Lessor.

Lessee shall receive notice of, and the timely first right of refusal on any offer – solicited or otherwise – for the subject Commercial Condo property.

Any right of first refusal shall be satisfied by Lessor's written notice to Lessee of (a) its receipt of a purchase offer from a qualified third party interest, which purchase offer shall be shared with Lessee; *and*, (b) Lessor's acceptance of Lessee's subsequent formal written offer, within 5 business days of Lessor's notice, that meets, without alteration, all terms and conditions of the Lessor's Third Party Purchase Offer.

If no such Lessee offer is received by Lessor in the allotted time, Lessor shall have the right to accept the Third Party Purchase Offer, and proceed with the sale of the Subject Premises.

16.03. In the event of Lessor's transfer and assignment of its interest in this Lease and in the building containing the Subject Premises to a party expressly assuming Lessor's obligations under this Lease, Lessor shall thereby be released from any future obligations or duties hereunder, and Lessee agrees to look solely to such successor in interest of the Lessor for performance of such future obligations and duties. Any security given by Lessee to secure performance of Lessee's obligations hereunder may be assigned and transferred by Lessor to such successor in interest, and Lessor shall thereby be discharged of any further obligation relating thereto.

16.04. Lessee shall not mortgage, pledge or otherwise encumber its interest in this Lease or in the Subject Premises, without the prior written consent of Lessor.

ARTICLE XVII.
PROPERTY TAXES

17.01. As per 7 (ii), Lessee shall be responsible for all property taxes levied by the responsible governmental agencies on the Subject Premises, which obligation shall be satisfied via the agreed Triple Net expense payment process.

In addition, Lessee shall be liable for all taxes levied against personal property and trade fixtures placed by Lessee in the Subject Premises. If any such taxes are levied against Lessor's property and if Lessor elects to pay the same, or if the assessed value of Lessor's property is increased by inclusion or personal property and trade fixtures placed by Lessee in the Subject Premises, and Lessor elects to pay the taxes based on such increase, Lessee shall pay to lessor on demand that part of such taxes for which Lessee is primarily liable hereunder.

17.02. Lessee may, at its option, and at its cost and expense, in the name of Lessor, as applicable, protest, appeal or institute such proceedings as it may consider appropriate to effect a reduction or abatement in any real estate assessment, tax rate, or taxes, and to this end, Lessor shall cooperate fully with Lessee, including without limitation, the furnishing of any dates, documents, information and assistance, and making such appearances as may be reasonably required by Lessee. In the event a refund is obtained for any year in which Lessee contributed towards reimbursement of taxes hereunder, Lessor shall promptly pay Lessee its pro-rata share of such refund or any part thereof from future rentals in the event Lessee is unsuccessful in obtaining a refund, Lessor shall have no liability for Lessee's costs, expenses or fees in attempting to secure such refund.

ARTICLE XVIII.
DEFAULT BY LESSEE AND REMEDIES

18.01. (1) Remedies available to Lessor, in addition to other remedies given in this Lease or under the law, are any one or more of the following if Lessee defaults under this Lease. If the default is not cured within the 10

calendar days, the following remedies may be enforced:

(i) end this Lease, and Lessee shall then surrender the Subject Premises to Lessor;

(ii) enter and take exclusive possession of the Subject Premises and all contents therein, either with or without process of law and remove Lessee, with or without having ended the Lease and without breaching the peace. Lessee waives claims for damages by reason of Lessor's reentry, repossession, or alteration of locks or other security devices and for damages by reason of any legal process;

(iii) alter locks and other security devices at the Subject Premises to restrict Lessee's access thereto;

(iv) In the event of Lessee's default during the first sixty (60) months of this Lease, Lessor may retain all of Lessee's furniture, fixtures, equipment and all personal property including but not limited to all of the kitchen and brewing equipment until such Default is cured. If Default is not cured within sixty (60) days from the date Lessor notifies Lessee or default, Lessor shall have the right to sell all of the furniture, fixtures and equipment, including but not limited to the brewery equipment, boiler/chiller, grain handling equipment, and the like, on terms and conditions that are reasonable. From the net sales proceeds therefrom, Lessor shall be entitled to use such proceeds to pay: (A) the costs of those renovation items more specifically described on "**Exhibit F**", attached hereto; and (B) the rent owed by Lessee until a replacement tenant is found and begins paying rent to Lessor.

(2) No Surrender: Lessor's exercise of any of its remedies or its receipt of Lessee's keys shall not be considered an acceptance or surrender of the Subject Premises by Lessee. A Surrender must be agreed to in writing signed by both parties, except in the event that Lessee has abandoned the Subject Premises.

(3) Rent: If Lessor ends this Lease or ends Lessee's right to possess the Subject Premises because of a Default, Lessor, or Lessor on behalf of Lessor, may hold Lessee liable for Rent and other indebtedness accrued

to the date the Lease ends. Lessee shall also be liable for the Rent, and other indebtedness that otherwise would have been payable by Lessee during the remainder of the Term had there been no Default, reduced by any sums Lessor, or Lessor on behalf of Lessor, receives by reletting the Subject Premises during the term.

(4) Other Expenses: Lessee shall also be liable for that part of the following sums paid by Lessor and attributed to that part of the Term ended due to Lessee's Default:

(i) reasonable broker's fees incurred by Lessor, or Lessor on Lessor's behalf, for reletting part or all of the Subject Premises prorated for that part of the reletting Term ending concurrently with the then current Term of this Lease:
(ii) the cost of removing and storing Lessee's property;

(iii) the reasonable cost of minor repairs, alterations, and remodeling, necessary to put the Subject Premises in a condition reasonably acceptable to a new Lessee; and

(iv) other necessary and reasonable expenses incurred by Lessor, or Lessor on behalf of Lessor, in enforcing remedies.

(5) Mitigation: Lessor, or Lessor on behalf of Lessor, shall mitigate its damage by making reasonable efforts to relet the Subject Premises on reasonable terms.

18.02. If Lessor or Lessee is required to retain an attorney to enforce or defend their rights under this Lease, then the prevailing party shall be entitled to an award from the other parties of their reasonable attorney fees and all costs and expenses.

ARTICLE XIX.
LESSOR'S LIEN

19.01. For the first sixty months of this Lease, and in addition to the rights set forth in Section 18.01(1)(iv), Lessor shall have a lien on all goods, wares, equipment, fixtures, furniture, and other personal property situated on the Subject Premises and such property shall not be removed therefrom without the consent of Lessor until any arrearage in rent and/or other

sums of money then due to Lessor, as applicable, hereunder shall first have been paid.

ARTICLE XX.
HOLDING OVER

20.01. If Lessee should hold over after the expiration of this Lease, and if Lessee has not previously exercised Lessee's rights and options hereunder to renew and extend this Lease in writing, then Lessee shall be a holdover month-to-month tenant and all relevant provisions of Wyoming State statute shall apply.

ARTICLE XXI.
SUBORDINATION

21.01. Lessee accepts this Lease subject and subordinate to any mortgage, deed of trust, or other lien presently existing on the Subject Premises or the Building as a whole, and to any renewals and extensions thereof; and Lessee agrees to the subordination of this Lease to any such mortgage, Deed of trust or other lien hereafter placed on the Subject Premises or the office building as a whole, and Lessee agrees on demand to execute such further instruments subordinating this Lease as Lessor may request, provided such subordination shall be on the express condition that this Lease shall be recognized by the mortgagee, and that the rights of Lessee shall remain in full force and effect during the term of this Lease so long as Lessee shall continue to perform all of the covenants and conditions of this Lease.

ARTICLE XXII.
OPTION TO RENEW

22.01. Lessee shall have the option to renew and extend this lease for THREE (3) additional periods of FIVE (5) years beginning at midnight on the last day of the Lease Term so long as Lessee is not in default of any condition hereof, by providing Lessor, not less than one hundred-twenty (120) calendar days prior to the expiration of the Lease Term, written notice of its election to renew and extend the Lease for the additional five-year term.

All terms and conditions of this Lease shall remain the same except for the Base rent, which in the First Option Term [2029] shall commence at the

rate equal to the rate in Year 8 of the Initial Lease Term, and thence increase TWO [2%] per year of the First Option Term to reflect inflation. The Second and Third Option Terms shall commence at the rate for the year prior to the beginning of the respective option term and thence increase at TWO [2%] per year of the option term to reflect inflation.

ARTICLE XXIII.
NOTICES

23.01. Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice of document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not 3 business days after it is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, hereto at the respective addresses set out in Paragraph 1.01, above, or at such other addresses as they have heretofore specified by written notice delivered in accordance herewith.

23.02. If and when included within the term "Lessor" as used in this instrument there is more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of such notice specifying some individual at some specific address for the receipt of notices and payments from Lessee. All parties included within the terms "Lessor" and "Lessee," respectively, shall be bound by notices and payments given in accordance with the provisions of this Article to the same effect as if each had received such notice of payment.

ARTICLE XXIV.
MISCELLANEOUS

24.01. Nothing herein contained shall be deeded or construed by the parties hereto creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, nor shall it be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include each other's gender.

24.02. The captions used herein are for convenience only and do not limit or

amplify the provisions hereof.

24.03. One or more waivers of any covenant, term or condition of this Lease by any party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by any party to or of any act by another party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

24.04. Whenever a period of time is prescribed for action to be taken by any party hereunder, any party shall be liable or responsible for, and there shall be excepted from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, other causes of any kind whatsoever which are beyond the reasonable control of the parties, except payment of rent by Lessee.

24.05. Lessor agrees that Lessee shall perform all of the covenants and agreements herein required to be performed by Lessee, Lessee shall, subject to the terms of this Lease, at all times during the continuance of this Lease have the peaceable and quiet enjoyment and possession of the Subject Premises.

24.06. This Lease contains the entire agreement between the parties, and no agreement shall be effective to change, modify or terminate this lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

24.07. Lessee agrees that it will, from time to time on request by Lessor, or Lessor on behalf of Lessor, execute and deliver to Lessor, or Lessor on behalf of Lessor, a statement in recordable form certifying that this Lease is unmodified and in full force and effect, or if there have been any modifications, that the same is in full force and effect so modified.

24.08. The laws of the State of Wyoming shall govern the interpretation, validity, performance, and enforcement of this Lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

24.09. The terms, provisions and covenants contained in this Lease shall apply

to, inure to the benefit of, and shall be binding upon the parties hereto and their respective heirs, successors in interest, and legal representatives, except as herein expressly provided.

24.10. This Lease shall not be recorded in any public record; however, Lessor, upon request of Lessee, shall execute for recording such short form lease as Lessor deems necessary to apprise any interested party of the beginning and terminating dates of this Lease.

24.11 Christopher Pope, a member of Bee Tree Partners, LLC, is a licensed commercial Realtor in the State of Montana.

24.12 This Lease is contingent upon: (A) Lessor receiving an acceptable financing package, at the sole discretion of Lessor *and*, (B) Lessee successfully executing acceptable written Operating Agreements with its investors, at the sole discretion of Lessee, on or before July 15, 2018(herein the "Contingency Deadline"). Lessor and Lessee shall release this contingency not later than July 15, 2018 by executing and delivering to the other party the waiver attached hereto as Exhibit E. If the Lessor and Lessee have not executed the waivers by the Contingency Deadline, then this Agreement in its entirety shall be deemed null, void, and the parties will be excused from any and all obligations incurred herein. The parties may extend the Contingency Deadline by agreeing on or before the Contingency deadline to do so in a writing signed by both parties.

EXECUTED as of the date herein above stated:

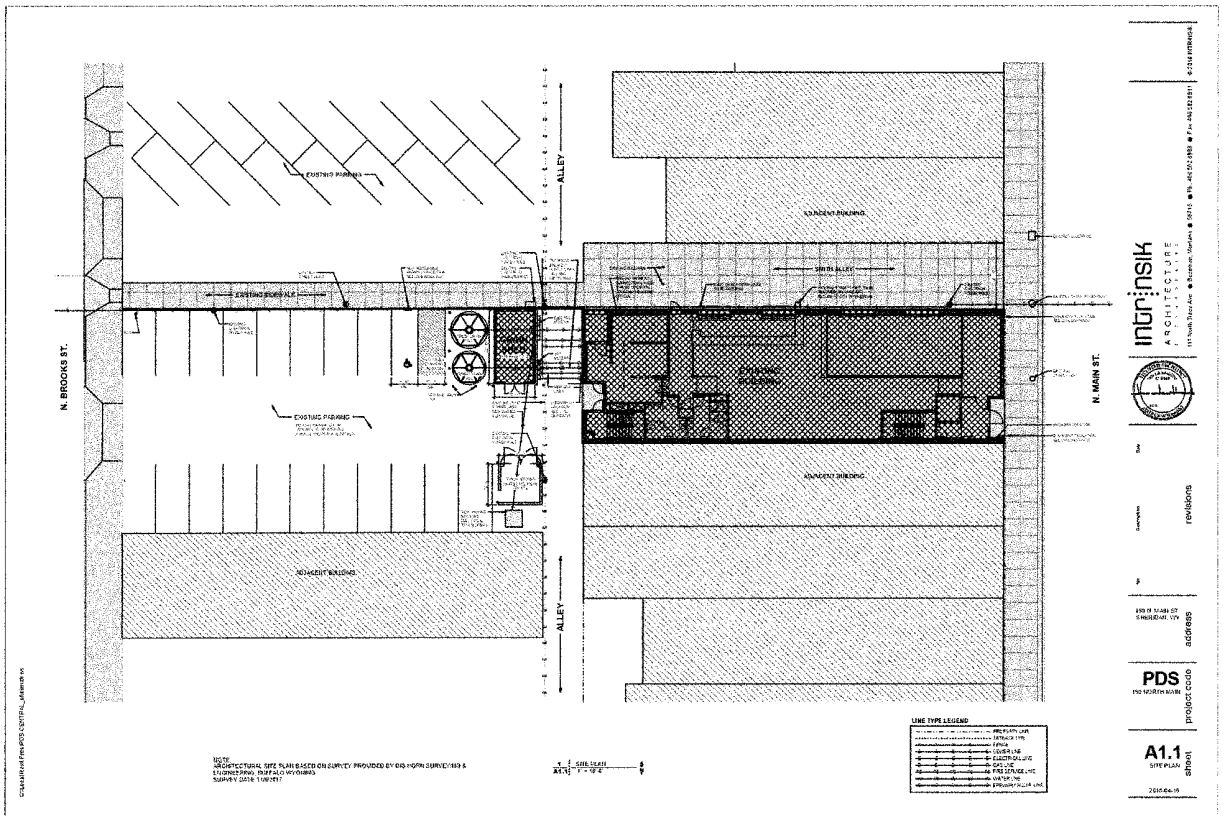
Lessor: Bee Tree Partners, LLC

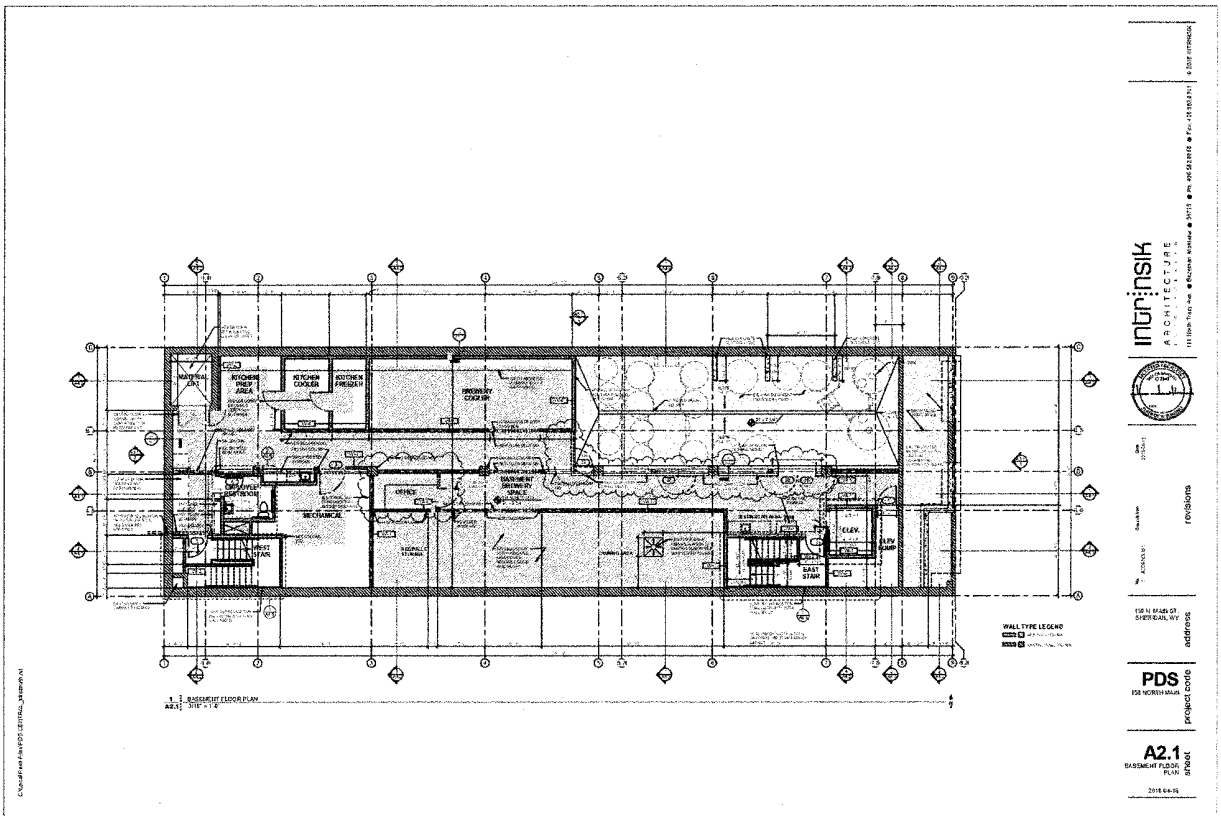
By: Chris Pope
Chris Pope, Member

Lessee: Big Horn Public House, LLC

By:
Eric McCormick Manager

EXHIBIT A Subject Premises, Building And Condo Plan





intrinsik ARCHITECTURE

revisions

158 N MAIN ST. SHERIDAN, WY

address

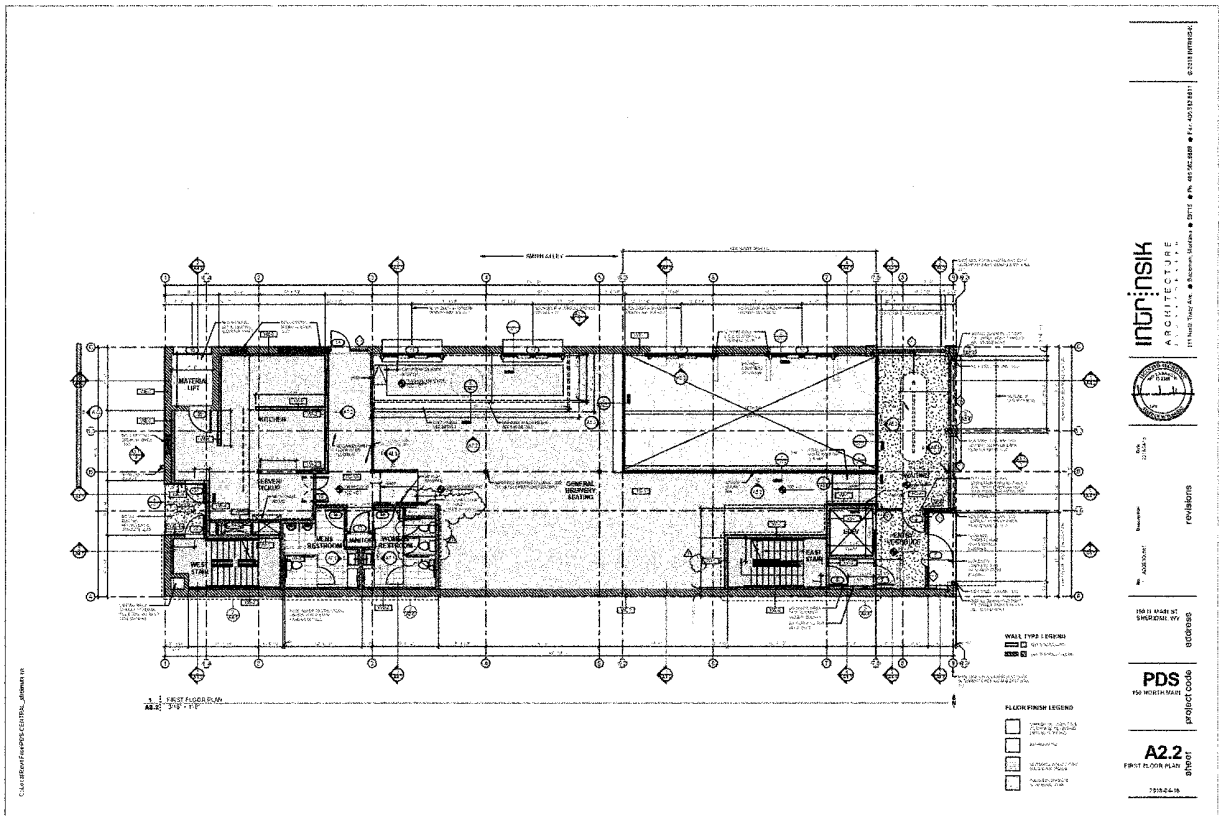
PDS

project code

A2.1

BASEMENT FLOOR PLAN

sheet



Lessor / Lessee

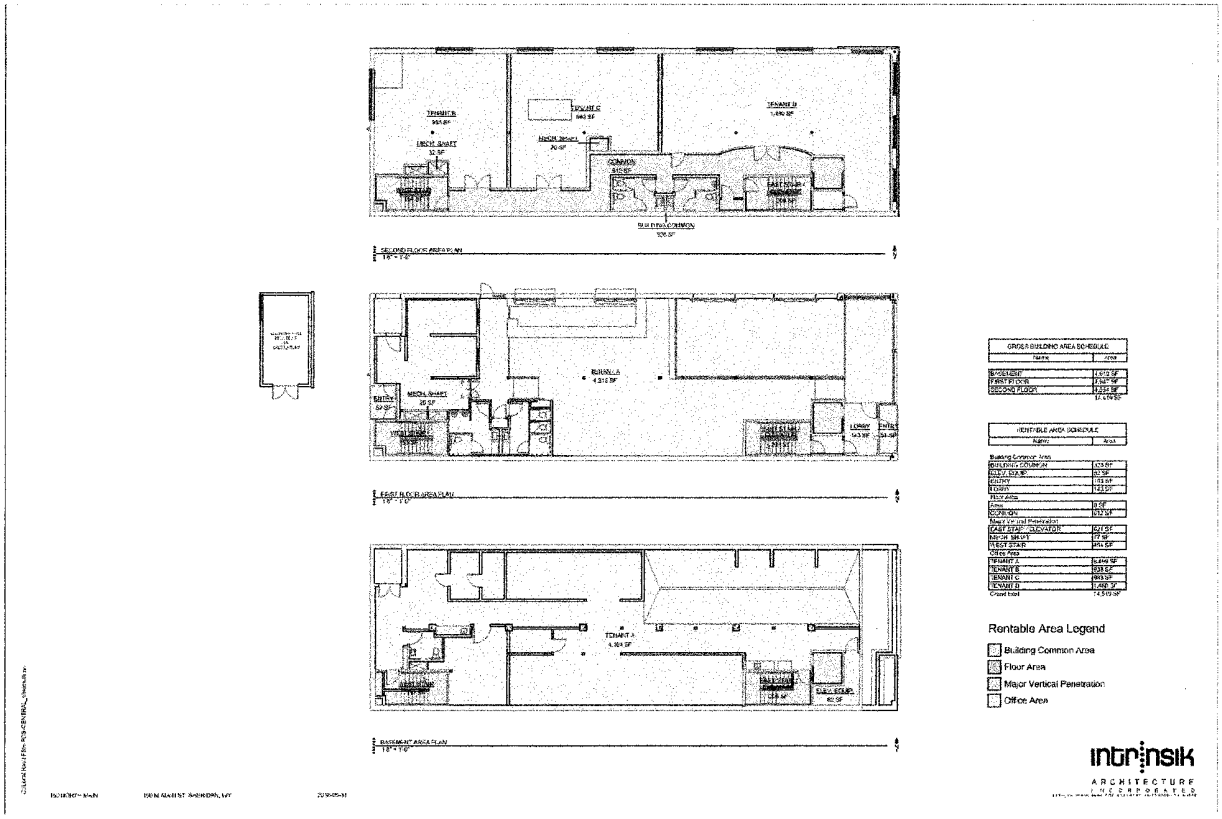


EXHIBIT B Lessor's Smith Alley Agreement with the City of Sheridan

SIDEWALK / ALLEY LICENSE AGREEMENT

THIS AGREEMENT is entered into effective the _____day of May, 2018, by and between the City of Sheridan, Wyoming, a municipal corporation ("City") and Bee Tree Partners, LLC, a Wyoming Limited Liability Company ("Bee Tree").

WHEREAS, Bee Tree owns real property located at 150 North Main, Sheridan, WY 82801, ("Property"); and

WHEREAS, Bee Tree's property is adjacent to an alley and public right of way known as the Smith Street Alley, hereinafter ("Alley") owned by the City of Sheridan; and

WHEREAS, Bee Tree wishes to improve and utilize, at its expense, a portion of the Alley for its business services offered to the public, and the City desires to accommodate the Bee Tree's desired use and deems it to be a significant improvement to the public's enjoyment of the downtown and will be in the public interest.

THEREFORE, in consideration of the promises exchanged below, the Bee Tree and City agree as follows:

1. **Premises.** The Alley subject to this agreement shall as described portion of the sidewalk and alley adjacent to Bee Tree's Property, described as follows:

> The first 10 feet of the south side of the public space commonly known as Smith Street Alley, which leasehold space shall begin approximately 13 feet west of the northeast corner of the 150 North Main structure and extend westward to approximately 16 feet from the northwest corner of the 150 North Main structure, as per the diagram on Exhibit A, which space shall be improved by the applicant as per the terms and conditions of this Agreement, and according to design drawings made part of this application, whereby the subject sidewalk is physically separated from a permanent parallel ten-foot [10'] public thoroughfare connecting Main Street to the mid-block Alley and the parking lots at Brooks Street (as illustrated on the dimensioned site plan showing the extents of the proposed structure and any subsequent required enclosure, attached hereto as ***Exhibit A***) ["Premises"]

2. **Term.** In consideration of the costs of improvements to be made to the Alley which shall benefit the public, as described below, the initial term of this Agreement shall be for: (a) for so long as the Premises is used in conjunction with seating and enjoyment of the service of food/beverage from the adjacent Property, or (b) ten (10) years from the date this Agreement is fully executed, whichever ends sooner. The agreement shall automatically renew for successive additional terms of two years each provided Bee Tree notices the City in writing, at least 90 days prior to the then-current agreement termination date, of its interest and intention to renew on terms and conditions agreeable to the parties.

3. **Purpose & Improvements.** The parties agree that the Premises are intended to provide an outdoor seating area for patrons' use at Bee Tree's adjacent property. Bee Tree's improvements that benefit the public and use of the Alley are as described and illustrated on **Exhibit A**, attached hereto.

4. **Rent.** In addition to the costs of the improvements to the Alley described herein, Bee Tree shall further pay One and xx/100 Dollars ($1.00) per square foot of the leased premise per month between May 1st and December 1st of each year for the right to use the Premises during the Term. In addition to the rent received City shall receive the economic benefits from the development of the Alley and benefits to the Downtown District. Said benefits are stated goals of significant emphasis to the City per the Downtown Development Authority Ordinance and other Main Street development plans.

   a. Costs of improvements and maintenance of the property described in **Exhibit A** will be credited and applied against the rent to be paid to the City as described above.
   b. The rentable square footage of the subject Alley leased premises is 950 SF.
   c. Rent Commencement Date: the rents shall commence upon completion of the Alley improvements, and

Lessor / Lessee

receipt of all City approvals on those improvements, with an expected start date of May 1, 2019.

5. **Maintenance/Repair.** Bee Tree shall at all times keep the subject Premises clean, maintained and in good repair in at least as good of condition as upon the effective date of this Agreement. City shall not be responsible for cleaning, maintaining, repairing or inspecting the subject Premises during the term of this Agreement.

a. For clarification, snow plowing of the public thoroughfare side the Smith Alley shall be the responsibility of the Bee Tree unless otherwise provided by written agreement of the parties.

b. From time to time, Bee Tree may obtain a special permit to close the Smith Alley for maintenance of the premise or the adjacent business.

6. **Improvements.**

a. Improvements shall be constructed only with prior written approval by the City's Public Works Department;
b. Improvements shall be in compliance with all applicable building codes;

c. Improvements shall be in compliance with City Code specifying site triangles;

d. Improvements shall be in accordance with emergency egress requirements;

e. Improvements shall be consistent with the City of Sheridan's design checklist.

f. The public thoroughfare sidewalk shall not be obstructed by improvements such that less than five feet (5') of unobstructed sidewalk for foot traffic remains.

g. Bee Tree shall be permitted to remove light poles and utility poles located on the premise. Existing outdoor pole lights shall be replaced with appropriate project lighting and electrical fixtures as shown in Exhibit A and approved by the City.

h. Signage shall be approved by the City prior to installation.

7. Utilities

a. The existing City's public electrical power supply shall continue to be used to light the Alley. The parties agree that Bee Tree will reimburse the City for the reasonable cost of that portion of overhead lighting [calculated as: evening operating hours x days in monthly lease term x hourly electricity service rate] that services its subject Alley leasehold space, which reimbursement shall be included as an agreeable monthly charge paid in addition to the rents provided herein.

b. Water service. Bee Tree will supply the water service, at its sole cost, to routinely hose down the public alley – both on the leased space and the public thoroughfare.

8. **Termination.** This agreement may be terminated by the parties for the reasons as follows:

a. The City may terminate upon ninety (90) days written notice to Bee Tree should it deem, for cause, the Agreement no longer serves the public interest.

b. This Agreement may be suspended immediately by the City if it has any public health or safety concern arising from Bee Tree's use of the Premises,

c. If Bee Tree (or the Bee Tree's property adjacent to the Premises) has been convicted of any violation of the City of Sheridan Municipal Code.

d. Prior to termination for cause as listed above, the City must provide written notice of the cause or basis of termination. Should Bee Tree shall have thirty (30) days from the date of receipt of notice to cure the basis for termination.

e. Upon the termination of this agreement, Bee Tree shall remove all equipment from the property within thirty (30) days. Replacement of any public lighting fixtures removed as part of the requirements of this section shall be the responsibility of the City. Bee Tree shall repair any public fixture, structure, improvement, street or sidewalk which was damaged during the term of this agreement excepting normal wear and tear. Should Bee Tree fail to remove property as required herein, all remaining property shall be deemed the property of the City and may be disposed of in any

manner deemed necessary or beneficial to the City. Any costs of removal or disposal shall be paid for and be the responsibility of Bee Tree. Any damage which is not repaired as described herein may be repaired by the City at the City's discretion. Costs of repairs shall be paid for and be the responsibility of Bee Tree. All chargeable costs to Bee Tree shall carry a 10% per annum interest rate if not paid for within thirty (30) days of invoice.

9. **Liability Insurance By Bee Tree.** During the term of the Agreement, Bee Tree shall provide insurance coverage for persons on the Premises for injury, death, damage in an amount not less than one million dollars ($1,000,00.00) per occurrence, and the City of Sheridan will be added as an "Additional Insured" with a waiver of subrogation in favor of the City of Sheridan. A Certificate of Liability Insurance, with the location of the premises, must be provided at the time of signing this agreement and every year thereafter on renewal of the Liability Coverage Policy. City preserves all immunities under Wyoming law pertaining to liability.

10. **Indemnity/Sovereign Immunity**. Bee Tree shall assume the risk of any liability arising from this Agreement and any and all use of the Premises, and Bee Tree shall hold harmless, defend and indemnify the City for any liability associated with the use of the Premises and the improvements thereon. The City does not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to it as a sovereign pursuant to Wyo. Stat. § 1-39-104(a) and all other law.

11. **No Third Party Beneficiaries**. The parties do not intend to create in any other party the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between parties hereto and shall inure solely to the benefit of the parties to this Agreement. This benefits, rights and obligations of this agreement shall not be assigned, transferred, sold or used by any other party without the written consent of the City. Bee Tree may lease out the subject premises to a tenant in good standing in its adjacent 150 North Main property provided that Bee Tree's lease with its tenant is in writing and does not violate any term, condition or obligation of this Agreement.

12. **Use of Property**. Bee Tree may use the property in any manner which is consistent with the allowed uses of 150 North Main Street per the City of Sheridan Zoning Code. Bee Tree may only use the Alley for dining and entertainment purposes. Bee Tree may apply for a license to serve alcohol as permitted by the City of Sheridan and Wyoming Statute and include the Alley as part of its licenses premises.

13. **Notice.** All notices shall be made in writing and being deemed delivered upon being placed in US first class mail, postage prepaid to the addresses below.

City:
City of Sheridan
ATT: Public Works Director
55 E. Grinnell Plaza
Sheridan, Wyoming 82801

Bee Tree:
Bee Tree Partners, LLC
1508 South Willson Avenue,
Bozeman, MT 59715

With a copy to:
Greg Von Krosigk
Pence and MacMillan
145 North Connor Street, Suite 3
Sheridan, WY 82801

14. **Modifications**. Changes, modifications, revisions or amendments to this Agreement shall only be effective and enforceable if executed in writing and duly authorized by both parties.

CGS / GHM
Lessor Lessee

15. **No Waiver.** The failure of the Bee Tree to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that Bee Tree may have regarding that specific term or condition nor deemed a waiver of any prior or subsequent breach. If a term in this Agreement is determined to be illegal, then the rest of this Agreement shall remain in full force and effect and shall be binding upon parties.

15. **Miscellaneous.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Fourth Judicial District, Sheridan County, Wyoming.

CITY OF SHERIDAN:

By: _____
Mayor of Sheridan 6607 18

ATTEST:

_____
City Clerk

Approved by City Council on: 5/21/2018

BEE TREE:

_____
By: Christopher Pope

Address: Bee Tree Partners, LLC
1508 South Willson Avenue
Bozeman, MT 59715

EXHIBIT C Project Tenant Improvement Budget

Document	Work Scope	Chris Pope 150 North Main	Eric McCormick Brewery	Extended Total
Original Contract	Pre-Construciton Services	$15,000.00	$0.00	$15,000.00
Amendment #01	General Demolition	$233,189.00	$0.00	$233,189.00
Amendment #02	2nd Floor Loading Upgrade	$71,817.00	$0.00	$71,817.00
Amendment #03	East-West Stairs & Elevator	$233,884.00	$0.00	$233,884.00
Amendment #04	East Foundation Wall	$31,924.00	$0.00	$31,924.00
Current Contract		$585,814.00	$0.00	$585,814.00
Cost of Work Adjustment	Amendments 1-4	($32,620.12)	$0.00	($32,620.12)
Current Contract Adjusted	**Amendments 1-4**	**$553,193.88**	**$0.00**	**$553,193.88**
100% CD's - Brewery	Base Bid	$0.00	$601,055.63	$601,055.63
100% CD's - Brewery	Base Bid Adjustments	$0.00	($23,047.36)	($23,047.36)
100% CD's - Brewery	Addendum #01	$0.00	$16,432.76	$16,432.76
VE Option A01	Omit Brewery Concrete Curb	$0.00	($266.00)	($266.00)
VE Option A02	Omit Grain Silo Pad	$0.00	($11,257.13)	($11,257.13)
VE Option A03	Omit Grain Shed Finishes	$0.00	($2,155.04)	($2,155.04)
	Sub-Total – Brewery	**$0.00**	**$582,763.12**	**$582,763.12**
100% CD's - Basement Electrical	Base Bid	$11,708.14	$11,708.14	$23,416.28
	Sub-Total – Basement Electrical	**$11,708.14**	**$11,708.14**	**$23,416.28**
100% CD's - Basement Common	Base Bid	$142,558.43	$0.00	$142,558.43
100% CD's - Basement Common	Base Bid Adjustments	($5,838.58)	$0.00	($5,838.58)
100% CD's - Basement Common	Addendum #01	$437.20	$0.00	$437.20
	Sub-Total – Basement Common	**$137,157.05**	**$0.00**	**$137,157.05**
100% CD's - Main Level Electrical	Base Bid	$53,161.31	$53,161.31	$106,322.62
	Sub-Total – Main Level Electrical	**$53,161.31**	**$53,161.31**	**$106,322.62**
100% CD's - Main Level Common	Base Bid	$833,994.64	$0.00	$833,994.64
100% CD's - Main Level Common	Painting Scope	$9,932.30	$9,932.30	$19,864.60
100% CD's - Main Level Common	Base Bid Adjustments	($19,902.13)	$0.00	($19,902.13)
100% CD's - Main Level Common	Addendum #01	$15,325.67	$0.00	$15,325.67
VE Ofton A01	Reduce Tile Wainscot Height	($6,197.33)	$0.00	($6,197.33)
	Sub-Total – Main Level Common	**$833,553.15**	**$9,932.30**	**$843,485.45**
100% CD's - Kitchen	Base Bid	$267,612.48	$267,612.49	$535,224.97
100% CD's - Kitchen	Base Bid Adjustment	($21,530.33)	($21,530.33)	($43,060.66)
	Sub-Total – Kitchen	**$246,082.15**	**$246,082.16**	**$492,164.31**
100% CD's - 2nd Level Common	Base Bid	$692,364.47	$0.00	$692,364.47
100% CD's - 2nd Level Common	Base Bid Adjustments	($67,962.77)	$0.00	($67,962.77)
VE Option A01	Reduce Tile Wainscot	($6,282.08)	$0.00	($6,282.08)
VE Option A02	Corridor Ceiling Changes	($68,594.58)	$0.00	($68,594.58)
VE Option A03	Omit Glass Wall	($19,777.21)	$0.00	($19,777.21)
	Sub-Total – 2nd Level Common	**$530,147.83**	**$0.00**	**$530,147.83**
100% CD's - Roof	Base Bid	$185,563.84	$0.00	$185,563.84
100% CD's - Roof	Base Bid Adjustment	$606.31	$0.00	$606.31
VE Option A01	Reduce Solatube Skylights	($17,637.95)	$0.00	($17,637.95)
	Sub-Total – Roof	**$168,432.20**	**$0.00**	**$168,432.20**
100% CD's - Exteriors	Base Bid	$373,526.59	$0.00	$373,526.59
100% CD's - Exteriors	Base Bid Adjustment	($123,568.40)	$0.00	($123,568.40)
100% CD's - Exteriors	Addendum #01	$3,283.02	$0.00	$3,283.02
100% CD's - Exteriors	Addendum #02 - Trash Enclosure	($15,105.71)	$0.00	($15,105.71)
100% CD's - Exteriors	Waterproofing North Wall	$39,574.83	$0.00	$39,574.83
VE Option A01	Light Pole Remains	($37,672.36)	$0.00	($37,672.36)
VE Option A02	Reduce Power Line Covering	($6,278.73)	$0.00	($6,278.73)
VE Option A03	Omit Grain Silo Pad	($4,121.54)	$0.00	($4,121.54)
VE Option A04	Omit Grain Shed Finishes	($381.10)	$0.00	($381.10)
	Sub-Total - Exteriors	**$229,256.60**	**$0.00**	**$229,256.60**
	Sub-Total – Final Adjusted Costs	$2,762,692.31	$903,647.03	$3,666,339.34
** Held in Construction Contract	*5% Project Contingency*	*$111,215.05*	*$45,182.35*	*$156,398.00*
	Final Adjusted GMP	**$2,873,907.36**	**$948,829.38**	**$3,822,737**
	Contract Adjustments			
** Paid from Brewry to C. Pope	Brewery - Basement Electrical	$11,708.14	($11,708.14)	$0
** Paid from Brewry to C. Pope	Brewery - Main Level Electrical	$53,161.31	($53,161.31)	$0
** Paid from Brewry to C. Pope	Brewery - Main Level Painting	$9,932.30	($9,932.30)	$0
** Paid from Brewry to C. Pope	Brewery - Kitchen	$246,082.16	($246,082.16)	$0
	Sub-Total – Contract Adjustments	$320,883.91	($320,883.91)	$0
	Final Proposed Contract Value	**$3,194,791.27**	**$627,945.47**	**$3,822,737**

$2,553,024.05

$2,782,118.37

EXHIBIT D Splits Schedule

Generally, the parties agree to perform their respective base improvements to the Subject Premises as detailed by the Final Project Construction Drawings, dated April 18, 2018, and the associated Lessor's Contractor's Final Budget, dated May 8, 2018, as both are incorporated herein by reference.

Certain elements of the improvements to the Subject Premises shall be the responsibility of the Lessor and Lessee jointly in a "Splits" schedule as follows:

- Lessor and Lessee shall each contribute $246,082.15 of kitchen improvements to the Subject Premises, which improvements are detailed in the contractor's final budget.
- Lessor and Lessee shall each contribute $53,161.31 of Main Floor Electrical improvements to the Subject Premises, which improvements are detailed in the contractor's final budget.
- Lessor and Lessee shall each contribute $11,708.14 of Basement Electrical improvements to the Subject Premises, which improvements are detailed in the contractor's final budget.
- Lessor and Lessee shall each contribute $9,932.30 of Main Floor Painting improvements to the Subject Premises, which improvements are detailed in the contractor's final budget.

EXHIBIT E Contingency Waivers

Lessor's Contingency Waiver

As per section 24.12, Lessor hereby waives its contingency and accepts and adopts the Lease in its entirety.

Lessor Date

Lessee's Contingency Waiver

As per section 24.12, Lessee hereby waives its contingency and accepts and adopts this Lease in its entirety.

_____ _____

Lessee Date

EXHIBIT F Items for Restoration of Premises On Default

- Brewery equipment
  - purchase price $220,947

- Boiler equipment
  - purchase price $28,120

- Grain handling equipment
  - purchase price $41,107

- Glycol chiller
  - purchase price $15,000

Total $305,174

50 BUSINESS CHKG CORP/PTNR
109336974

FIRST INTERSTATE BANK

7/19/2018 3:30:04 PM

Printed by: JOHN DICK

Reporting Institution: 30

Demand Deposit 109336974 - BIG HORN PUBLIC HOUSE LLC

	Relationship	Date of Birth	Phone Number	Tax Identification
BIG HORN PUBLIC HOUSE LLC	Owner		**********	EIN **-*******

150 N MAIN ST
SHERIDAN WY 82801

Additional Relationships

Tax Name: BIG HORN PUBLIC HOUSE LLC

Summary

Memo Ledger Balance:	$443,579.60	Last Deposit Jul 11, 2018:	$380,475.00
Memo Available Balance:	$443,579.60	Last Check Jul 18, 2018:	$2,047.00
Current Ledger Balance:	$444,750.16	Date Opened:	Jul 06, 2018
Current Available Balance:	$444,750.16		
Previous Ledger Balance:	$448,739.75		
Previous Available Balance:	$448,739.75		
Overdraft Limit:	$1.00		
ATM/POS Overdraft Balance:	$0.00		

Memo Balances

Current Ledger Balance:	$444,750.16	Current Reg CC Check Available:	$444,750.16
Less Presentments:	($1,170.56)	Less Presentments:	($1,170.56)
Memo Ledger Balance:	**$443,579.60**	**Memo Available Balance:**	**$443,579.60**

Projected Float and Holds

Projected Date	Float	Reg CC Check Available Float	Reg CC Cash Available Float	Expiring Holds
Jul 19, 2018 Thursday				
Jul 20, 2018 Friday				
Jul 21, 2018 Saturday				
Jul 22, 2018 Sunday				
Jul 23, 2018 Monday				
Jul 24, 2018 Tuesday				
Jul 25, 2018 Wednesday				
Jul 26, 2018 Thursday				
Jul 27, 2018 Friday				
Jul 28, 2018 Saturday				
Jul 29, 2018 Sunday				
Jul 30, 2018 Monday				

Charge

ATM Charge Option:	Charge	Dormant Charge Code:	0
EIM Charge Option:	Charge	Waiver Overdraft Charge Code:	[0]
Other Charge Option:	Charge	Waiver Overdraft Interest Code:	[0]
	Charge		[0]

50 BUSINESS CHKG CORP/PTNR 109336974 | FIRST INTERSTATE BANK | 7/19/2018 3:30:04 PM

Printed by: JOHN DICK | Reporting Institution: 30

Other Non-Taxable Charge Option:		Waiver FDIC Insurance Charge Code:	
Fee Charge Option:	Charge	Waiver Sales Tax:	Assess Sales Tax
BPM Charge Code:	0		
EIM NSF Force Override:	EIM NSF Specifications		
EIM Charge Back Notice Detail:	One Notice - Current Balance		
EIM Exception Code:	0		

City of Sheridan, Wyoming
Liquor License Operation Plan
Name as it appears on license: Big Horn Public House, LLC
DBA: Sheridan Brew Co. and Public House

Street Address: 150 N. Main Street
Sheridan, WY 82801
Phone #: 307-461-7722
Type of license: Microbrewery

Hours of Operation

Sunday-Wednesday: 11am- 10pm
Thursday-Saturday: 11am- 2am

Last call will be 15 minutes before closing and we will serve until closing

Format

A Brewery and Public House that offers its own craft beer products as well a well-paired, but simple food menu. Sheridan Brew Co. will be open and appropriately accommodate patrons of all ages.

Sheridan Brew Co. is a community-oriented establishment that plans to deliver an ideal gathering spot for Sheridan and its visitors. We will host events that will be open to the public on special occasions dependent on what the community demands. Specifics on a happy hour, live entertainment, and other special events are not out of the question but have yet to be determined.

Security/ Crowd Control/ Capacity Limits

The Official Capacity Limit for our building is: 150

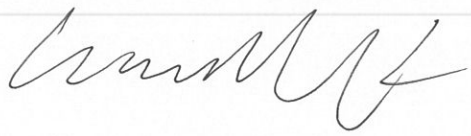
In order to comply with our capacity limit we will have limited seating that easily complies with our capacity regulation. When all seats are occupied during dining hours, we will encourage patrons to stroll the downtown area while waiting to be seated as opposed to overcrowding the building. Under the circumstances that overcrowding does begin to take place and we are endangering our official capacity, we will restrict the amount of people entering the building to be sure safety is maintained.

We shall maintain peace and order in and around our business by firstly having a well-trained and competent staff. This includes not only strict policies enforced by the Sheridan Brew Co., but this will also include all members serving alcohol to be TIPS trained and certified. Under the circumstances that an employee feels uneasy or unable to maintain the peace of our establishment, we will always encourage our staff to feel comfortable contacting the police department for assistance or reinforcement.

The rules of our establishment will be enforced by the Sheridan Brew Co. team. This includes our employees, managers, and owners alike. If and when necessary, we will not hesitate to contact the police for reinforcement.

To comply with laws regarding alcoholic and malt beverages, including the use of 18-20-year-old servers in restaurants, our establishment will be sure that all employees, off all ages, understand the laws and what limitations of serving exist. All employees of-age and able to serve alcohol in our establishment will be TIPS trained and certified. Mishandling of alcoholic beverage will not be condoned at Sheridan Brew Co.

Signature of License Holder



Printed Name

Eric McCormick

Date 8-3-18

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	City of Sheridan-Recreation District One Year Operating Agreement - City Attorney Brendon Kerns - 5 Minutes
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	08/09/2018

Attachments

Memorandum

08-07-18 Operating Agreement

KERNS LAW OFFICE, LLC
30 GRINNELL PLAZA
P.O. BOX 6669
SHERIDAN, WYOMING 82801

BRENDON E. KERNS *

TELEPHONE (307) 655-8600
FACSIMILE (307) 655-8602

**Also admitted in Montana*

August 9, 2018

City Council
55 E. Grinnell Plaza
Sheridan, WY 82801

RE: Memorandum – Operating Agreement: City of Sheridan and Sheridan Recreation District

Dear Mayor and Council,

Presented to you is the Operating Agreement between the City of Sheridan and the Sheridan Recreation District. The Council approved an agreement between the City of Sheridan and the Sheridan School District # 2 earlier this summer. That agreement addressed the creation and joint operation of the Sheridan Recreation District. The agreement before you today is the agreement with the Sheridan Recreation District which controls the management and operation of the various facilities, the budget and administration.

This agreement is a one year agreement which has been approved by the Sheridan Recreation District Board. The intent of the parties and their respective attorneys is to only have a one year extension in order to provide the necessary time to create a long term agreement. That agreement is planned to be presented to you next summer.

There are no changes of significance between the previous agreement and this agreement. It is recommended that this agreement be adopted by the City of Sheridan City Council.

Best Regards.

Sincerely,
KERNS LAW OFFICE, LLC

Brendon Kerns

OPERATING AGREEMENT

THIS OPERATING AGREEMENT (hereinafter "Agreement") is made and entered into effective July 1, 2018, by and between the **CITY OF SHERIDAN, WYOMING,** a Wyoming municipal corporation, by and through its City Council, whose principal place of business is located at Grinnell Street, P. O. Box 848, Sheridan, Wyoming 82801 (hereinafter referred to as "City"), and the **SHERIDAN RECREATION DISTRICT,** by and through its Board of Directors, whose principal place of business is located at Thorne-Rider Park, P. O. Box 6308, Sheridan, Wyoming 82801 (hereinafter referred to as "Recreation District").

Recitals

A. By written agreement entered into effective July 1, 2018, the City and the Sheridan County School District No. 2, State of Wyoming, (hereinafter referred to as "the School District") have duly continued their joint establishment of a system of public recreation pursuant to Wyoming statute, known as the Sheridan Recreation District, for a term of one year ending June 30, 2019. By such agreement, the City and the School District further jointly continued the existence of the Recreation District Board (hereinafter referred to as "the District Board"), and delegated to the District Board the operation of the jointly-established recreation system.

B. By virtue of Wyo. Stat. Ann. § 18-9-202(b), the District Board has the power to manage, operate, and regulate the recreational systems and may take any steps necessary to insure the safe, economical, and enjoyable operation of the system.

C. Other powers and duties of the District Board are as provided by law and by the agreement referenced in A. above.

D. The City and the Recreation District now, for the purpose of defining the duties and responsibilities of the City and the Recreation District concerning the operation, management, and regulation of the recreational system, desire to enter into this Agreement and both the Recreation District and the City find this Agreement to be in the best interests of the citizens within the boundaries of the Recreation District.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements of the parties hereinafter stated, to be kept and maintained by them, it is hereby agreed as follows:

1. **Amendment and Restatement of 2013 Agreement.** This Agreement amends and restates the 2013 Agreement in its entirety and the 2013 Agreement shall therefore be of no further force or effect after the effective date of this Agreement.

2. **Effective Date and Term of Agreement**. This Agreement is effective July 1, 2018, and terminates on June 30, 2019, unless extended by mutual agreement of the City and the Recreation District as provided in Paragraph 15. Provided, however, this Agreement may be terminated by either party upon sixty (60) days written notice to the other party of its intent to do so. Notice shall be deemed to have been given, and the time period stated above shall be deemed to have commenced, on the date of actual and personal receipt of such written notice by an authorized representative of the receiving party.

3. **Budget and Finances of the Recreation District.** The funding of the Recreation District shall be derived from the following sources:

    a. From revenues generated from the taxes authorized in Wyo. Stat. Ann. §§ 18-9-201 and 202, as amended, or by other taxes or Statutes, including,

but not limited to, mill levies, or fractions thereof, as approved by the City or School District for the benefit of the Recreation District;

b. From revenues generated in programs and facility operations, including, but not limited to, grants, fees, and charges as established by the Recreation District;

c. From the City for operations assigned to the Recreation District for the developed and undeveloped parks and recreational facilities owned and/or leased by the City and described in Exhibit A, attached hereto and by this reference incorporated herein, such amount to be presented annually in a budget by the Executive Director of the Recreation District, subject to approval first by the District Board, and then by the City Council, with payment made by the City to the Recreation District on a quarterly basis from the time of final budget approval, as follows: July 1 - 35%; October 1 - 25%; January 1 - 15%; April 1 - 25%

d. From the City to the Recreation District for shared expenses with the School District for administration and program subsidies, such amounts to be subject to annual approval by the District Board and the City Council, with payment made by the City to the Recreation District in four substantially equal quarterly installments.

4. **Employees.** All persons employed by the Recreation District, by and through the District Board, shall be employees of the Recreation District and the District Board, and not employees of the City. The District Board shall, in addition to other powers necessarily given any employer, possess the sole authority, as employer of such employees, to hire, train, supervise, discipline (including, but not limited to, suspension, dismissal, or termination), and compensate those employees.

5. **Insurance.**

a. During the term of this Agreement, and any extension, the City shall maintain liability and property (hazard, casualty, and fire) insurance coverage, including, but not limited to, comprehensive liability insurance, accident insurance, and property damage insurance for all real and personal property and fixtures owned by the City and subject to this Agreement and shall provide for the Recreation District and the District Board as additional-named insureds in the policies for such insurance. Such insurance shall be in the following amounts:

Liability: In amounts sufficient to provide maximum coverage for the entities involved without extending liability of the entities, pursuant to Wyo. Stat. Ann. § 1-39-118, as amended.

Property, hazard, and casualty insurance: Fair market value of property insured.

The Recreation District agrees to budget funds accordingly in the parks maintenance annual budget for such expense, and shall reimburse the City for those amounts as paid by the City Treasurer for such insurance.

b. During the term of this Agreement, and any extension, the Recreation District, at its sole expense, shall maintain program operation's liability insurance, excess medical coverage for youth tackle football programs, Web Wright Baseball, and special events liability insurance coverage, with the cost of such insurance to be the responsibility of the Recreation District from its program operations and administration budget.

6. **Postage Services.** The City agrees to permit the Recreation District to use its postage services on occasion and, in such event, the Recreation District agrees to reimburse the City for the actual cost for such use.

7. **Management, Operation, Maintenance, and Regulation of Parks, Grounds and Facilities.**

   a. Subject to the terms of this Agreement, or any other agreement entered into between the parties hereto, the Recreation District agrees to manage, operate, maintain, and regulate, including, but not limited to, setting user fees for and fairly scheduling entities and individuals requesting use of the developed and undeveloped parks and recreational facilities owned and/or leased by the City, described in Exhibit A, in such a manner that will serve the best interests of the community.

   b. The Recreation District shall coordinate Emergency Services for any Recreation District sponsored event.

   c. The City and the Recreation District may enter into separate written agreements specifically defining the responsibilities of each party pertaining to any property subject to this Agreement.

   d. All developed and undeveloped parks and recreational facilities owned by the City and described in Exhibit A shall remain the property of the City, and shall be subject to all laws, regulations, and restrictions concerning the same.

8. **Utilities.** The Recreation District shall be responsible for payment of all utilities, including, but not limited to, water, sewer, electricity, heat and telephone, and any other utility costs associated with the parks and recreational facilities described in Exhibit A, which payments shall be made by the Recreation District from the parks maintenance budget as formulated pursuant to Paragraph 3.c. of this Agreement. Provided, however, any use, repair, maintenance, or replacement costs for any utilities which exceed $5,000.00, shall be shared equally between the City and the Recreation District.

9. **Coordination Between City and Recreation District.** During the term of this Agreement, the parties agree to take all reasonable and necessary action to best serve the recreational needs of the community within the parties' designated boundaries. In furtherance of the purposes and intents of this Agreement, the City and the Recreation District agree that the City and its departments will from time to time cooperate and provide assistance, including, but not limited to, use of additional labor, equipment, vehicles, and supplies, where needed to the Recreation District, and the Recreation District will provide the same to the City. It is agreed further that the cost of any repair or replacement of any of the facilities subject to this Agreement (including, but not limited to, utilities) which exceeds the annual approved budgeted amount, shall be shared equally between the City and the Recreation District.

10. **Public or Capital Improvements.** All park and recreational public or capital improvements will be planned by the Recreation District including the funding provisions through grant application and procurement of donations and budgeting funds as formulated in Paragraph 3 of this Agreement; provided, however, such public or capital improvements on City-owned facilities and property shall be limited to those sites described in Exhibit A and shall be pursued only upon prior approval by the City, through the City Council. The cost of any such improvements (including, but not limited to, utilities) which exceed the annual approved budgeted amount, including labor and materials, shall be shared equally between the City and the Recreation District.

11. **Taxes.** The Recreation District agrees to reimburse the City for all actual costs of property taxes and assessments paid by the City concerning any of the sites, facilities, and properties subject to this Agreement, and which are used by the Recreation District in performance of this Agreement. Such reimbursement by the Recreation District shall be made from the parks maintenance budget of the Recreation District as formulated pursuant to Paragraph 3.c. of this Agreement.

12. **Use of Premises.** The Recreation District agrees to use the premises subject to this Agreement for lawful purposes only and not to permit any premises to be used for any unlawful purpose or in any manner contrary to law or any applicable ordinance.

13. **Right of Inspection.** The Recreation District agrees to permit the City the right to enter upon any of the City premises and improvements subject to this Agreement at reasonable times to inspect the same and the activities thereon.

14. **Public Use of the Premises.** The Recreation District agrees that the premises subject to this Agreement are to be managed, operated, and regulated by the Recreation District, through the District Board, exclusively for public park and recreational purposes. The Recreation District further agrees that any restriction upon said use previously incurred by the City relating to any of the premises subject to this Agreement will be followed and observed by the Recreation District so long as the District Board has knowledge of such restriction.

15. **Extension of Agreement.** At any time prior to termination, this Agreement may be extended by written mutual consent of the City and the Recreation District by resolutions duly adopted by their governing bodies according to law.

16. **Modification of Agreement.** The terms of this Agreement shall not be altered, amended, or modified except in writing approved by the parties by resolutions duly adopted by their governing bodies according to law and signed by a duly authorized representative of each respective party.

MADE AND ENTERED INTO EFFECTIVE as of the date first above written.

CITY OF SHERIDAN

BY: _____
NAME, TITLE

DATED: _____

ATTEST:

_____
CITY CLERK

DATED: _____

SHERIDAN RECREATION DISTRICT

BY: _____
DON JULIAN, CHAIRMAN,
BOARD OF DIRECTORS

DATED: _____

ATTEST:

_____
SECRETARY, BOARD OF DIRECTORS

DATED: _____

EXHIBIT A

NOTE: Park categorization used is based on City of Sheridan Comprehensive Plan definitions (pgs. 77-78), with Supplement adopted by City Council on May 2, 1983.

SHERIDAN RECREATION DISTRICT

Community Parks & Sports Complexes

Softball Complex (13.4 acres) Sheridan College Campus, South Coffeen Avenue: Three adult softball fields, playground, two tennis courts, concession stand, restrooms, two youth football fields in fall. Operated by Recreation District with Sheridan College using facility from late-August to early May. Maintained all year by Recreation District. Facilities owned by Sheridan College and under agreement with City of Sheridan.

Kendrick Park off West Loucks Street at Badger Street: Swimming pools with 180' water slide and two tennis courts maintained and operated by Recreation District. Concession stand generally located in center of Kendrick Park maintained and operated by Recreation District. Facilities owned by City of Sheridan.

Thorne-Rider Park (56.34 acres) 11th Street at Spaulding Avenue: Two separate playground areas, three picnic shelters, four tennis courts, two half-court tennis practice courts, Legion baseball field and youth baseball field w/grass infields, fall soccer & football, BMX track, one basketball court, jogging and ski trail through passive natural area, exercise stations, Recreation District office and parks maintenance buildings, restrooms and two concession stands, horseshoe pits, winter sledding hill, two outdoor volleyball courts, and the west Thorne-Rider multi-sports area practice field and gazebo. Approximately 41 acres is developed with it being scheduled, operated and maintained by Recreation District. Owned by City of Sheridan with lease to Sheridan Athletic Association until April 1, 2020. Athletic Association provides and administers development funding from Thorne-Rider Foundation and has management authority by lease. Future development includes additional picnic areas along trail extension, and upper playground and memorial areas.

West Fifth Street Park.

Neighborhood Parks with Sports Complex

Oatts Memorial Park (3.58 acres) 6th Street & N. Sheridan: three youth baseball fields w/grass infields, restrooms, and concessions stand. Three ballfields used by Web Wright Baseball program, one ballfield used for other Recreation District programs. Basketball court & playground serve as neighborhood park maintained by Recreation District. Owned by City of Sheridan.

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

Project Name:	Utility Maintenance Building Concrete Pavement Project
From:	Nathan Rager, Project Manager
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	08/09/2018

Recommendation:

Staff recommends that Council award to the lowest qualified bid submittal and execute an agreement for the Utility Maintenance Building Concrete Pavement project to _____Company_____, of _____City_____, _____STATE_____ for the amount of _____$_____($).

Background:

The Utility Maintenance Building Concrete Pavement project (see map) will provide a thirty (30) by three hundred and sixty eight (368) foot extension of reinforced concrete at the Utility Maintenance building located at 932 Kroe Ln. The extension of concrete pavement will extend a thirty (30) foot wide lane of travel for the Utility Maintenance vehicles. This will provide paved access to their shop. The extension will cut down on dust, mud and dirt being tracked by vehicles onto the existing pavement and roads.

Advertisement for this project took place 7/27/2018 through 8/9/2018. Bids were opened on August 14th. AMOUNT of bids were received for this project. This bid results are as follows:

COMPANY $
COMPANY $

Funding:

Capital Outlay - Buildings/grounds funds

Attachments

UM map



Legend

Roads

N

UM BLDG CONCRETE PAVEMENT

City of Sheridan

Date: July 27, 2018

Location Map

Y:\Projects\2017\201702 - 2017-2018 Pavement Maintenance Project\Drawings\UM Concrete A.mxd Jul 27, 2018 10:36:47 AM User: Ridgepoint LT

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

Project Name:	Proposed Award of a Snow Plow, a Truck for Utility Maintenance, and a Truck for the Sheridan Water Treatment Plant
From:	Lane Thompson, Public Works Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	08/09/2018

Recommendation:

Staff recommends award of a ONE (1) Single Axle 5 yard Dump Truck with Snow Plow, one Utility Maintenance truck, and one truck for the Sheridan Water Treatment Plant.

Background:

This new truck will replace our current 2007 Chevrolet Silverado 1/2 ton work truck. This truck is scheduled for replacement this year as a part of the fleet replacement program. This vehicle is a crucial tool for Utility Maintenance and is used daily for the following:

- **On-call truck – this truck is used for after hour call outs and water/wastewater emergencies.**
- **Travel vehicle – this is the vehicle that is used for traveling for out of town training, transporting up to four operators.**
- **Maintenance and support truck for all water main leaks and sewer repairs**

Advertisement for this vehicle was published in The Sheridan Press on July 21, 2018; and, August 3, 2018.

Sealed bids were opened on Tuesday, August 7th at 2:00pm in the City Clerk's office with the following results:

- **Fremont of Riverton $29,287.00**
- **No other bid responses**

Staff has confirmed that Fremont Motor of Riverton is the lowest, qualified bidder and recommends awarding the bid to them in the amount of $29,287.00.

This new truck will replace our current 2008 Chevrolet Silverado 4x4 extended cab work truck, as it is ten years old and has well over 100,000 miles on it. This pickup is scheduled and due for replacement this budget year, per our fleet replacement plan. This vehicle is a vital tool for the Water Treatment Plant and is used for on-call, watershed control, traveling, sampling and general use during normal division operations.

Advertisement for this vehicle was published in The Sheridan Press on July 21, 2018; and, August 3, 2018.

Bid packages were sent to several dealers, and sealed bids were opened on Tuesday, August 7th at 2:00pm in the City Clerk's office with the following results:

- **Fremont Motor - Riverton $29,287.00**
- **No other bid responses**

Funding:

Funding for this equipment purchase has been established within the following FY 2019 budget line items:

51.6550.4671 Capital Outlay - Machinery and Equipment - 60%, $17,572.20
50.6550.4680 Capital Outlay - Machinery and Equipment - 40%, $11,714.80

CITY OF SHERIDAN, WYOMING

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

Utilities

MEMORANDUM

Project Name:	Proposed Approval of Resolution 38-18 Authorizing Continuation of the Construction and Demolition Disposal Fee Waiver Program - Utilities Director Dan Roberts - 5 Minutes
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	08/06/2018

Recommendation:

Staff recommends that City Council approve and adopt Resolution 38-18 which authorizes the continuation of the Construction and Demolition Disposal Fee Waiver Program offering disposal fee waivers for grindable material from permitted Sheridan residential and commercial demolition projects.

Background:

In May of 2104, City Council authorized a pilot program allowing landfill fee waivers for grindable materials derived from properly permitted demolition projects. The program is referred to as the "Construction and Demolition Disposal Fee Waiver Program" (C&D Program). The C&D Program was extended for 2 years in 2016.

The C&D Program was instituted to help incentivize the cleanup of dilapidated structures and to encourage infill and development within the City's corporate boundaries where demolition and associated costs can serve as a disincentive. Since its inception in 2014, this Program has issued 96 demolition permits where 66 were dilapidated and abated structures, 6 were for fire damage abatement, and 24 were for teardown for new construction.

It is estimated that under this C&D Program to date:

- 3,178 tons of grindable materials were permitted
- 2, 466 actual tons were delivered to the landfill
- Total Landfill fee waivers are estimated to be $111,719
- Over $29 million worth of associated reconstruction was reported for these permitted projects

The C&D grinding operations and financial plan of the Solid Waste Enterprise Fund support the ability of the Sheridan Landfill to continue waiving landfill disposal fees in support of this C&D Program.

City staff will continue to monitor the success of the C&D Program while evaluating the ability of the Solid Waste Fund's ability to operationally and financially continue to support it. Staff will report the status of the C&D Program to City Council during the annual budgeting process.

City Council's approval of Resolution 38-18 would authorize the continuance of the C&D Program and authorize staff to administer the terms previously established as follows:

1. Disposal of demolition waste shall be for for projects located within the City Limits.
2. Have a valid demolition permit issued by the City of Sheridan, Building Department.

3. Demolition waste material must be suitable to be ground. “Suitable to be ground” is defined as free of concrete, steel, large rock, asphalt, asbestos, treated lumber, or other materials deemed unsafe or unsuitable to grind.
4. Permitted tonnage shall not exceed 100 tons per project.
5. The maximum permitted tonnage shall not exceed 40 lbs/sqft.
6. A non-refundable fee of $40.00 shall be charged for each permit application.
7. Permits shall be valid for 180 days.
8. Permits shall be issued only for permanent type structures set on foundations.

Thank you for your consideration.

Attachments

Resolution 38-18

RESOLUTION 38-18

A RESOLUTION authorizing the continuation of a Construction and Demolition Disposal Fee Waiver Program (C&D Program) that provides for demolition projects within Sheridan's corporate boundaries, and permitted with the City of Sheridan, to obtain a fee waiver for the disposal of grindable construction demolition material. This fee waiver program, as described herein, will remain in effect until established otherwise through resolution.

W I T N E S S E T H

Whereas; in 2014, the City Council had authorized a 2-year trial period waiving landfill disposal fees for grindable materials derived from properly permitted demolition projects; and

Whereas; in 2016 the City Council authorized a 2-year extension of the C&D Program; and

Whereas; the C&D Program, which incentivises with landfill disposal fee waivers for construction and demolition (C&D) material, has continued to prove successful toward supporting and promote infill development and general community clean up of dilapidated structures; and

Whereas; since May 12, 2014, over 96 demolition permits have been issued resulting in 66 dilapidated and 6 fire damaged structures being abated; and 24 structures torn down for new construction; and

Whereas; the City Council recognizes that there is still a need within our community that could benefit from, and be supported by, this fee waiver program; and

Whereas; demolition disposal fees can be as high as 25% of the costs to demolish a typical residential structure which can be a significant expense that does not encourage community revitalization and economic growth through rebuilding or infill development; and

Whereas; since its inception, the C&D Program has aided in incentivizing over $29 million worth of reconstruction projects; and

Whereas; the C&D grinding operations and financial plan of the Solid Waste Enterprise can continue to support the ability of the Sheridan Landfill to waive C&D disposal fees from properly permitted Sheridan residential and commercial demolition projects; and

Whereas; city staff shall continue to monitor and evaluate the success of the C&D Program while also considering the Solid Waste Fund's ability to operationally and financially support it and shall report back to City Council during the annual budgeting process.

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

City staff is authorized to continue administering the C&D Program providing for landfill fee waivers for disposal of grindable C&D material from properly permitted residential and commercial demolition projects under the following terms:

1. Disposal of demolition waste shall be for for projects located within the City Limits.
2. Have a valid demolition permit issued by the City of Sheridan, Building Department.
3. Demolition waste material must be suitable to be ground. "Suitable to be ground" is defined as free of concrete, steel, large rock, asphalt, asbestos, treated lumber, or other materials deemed unsafe or unsuitable to grind.
4. Permitted tonnage shall not exceed 100 tons per project.
5. The maximum permitted tonnage shall not exceed 40 lbs/sqft.
6. A non-refundable fee of $40.00 shall be charged for each permit application.
7. Permits shall be valid for 180 days.
8. Permits shall be issued only for permanent type structures set on foundations.

Staff will track the data needed to evaluate the success of this program to include the financial impacts to the Solid Waste Fund and update the City Council during the City's annual budgeting process.

PASSED, APPROVED AND ADOPTED this _____ day of August 2018.

_____
Roger Miller, Mayor

ATTEST:

_____
City Clerk