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

1. Mayor/Council Handbook - City Attorney Brendon Kerns and City Clerk Cecilia Good - 5 Minutes

2. Proposed Approval of Resolution #50-18 Sheridan Hi Tech Gateway III Minor Subdivision - Community Development Director Brian Craig - 5 Minutes

3. Proposed Approval of Resolution #51-18 Skyview West Drainage Easement Release - Community Development Director Brian Craig - 5 Minutes

4. Proposed Approval of Resolution #52-18 Q Minor Subdivision - Community Development Director Brian Craig - 5 Minutes

5. Proposed Award of Aerial Orthophotography Project to Aero-Graphics, Inc. - Community Development Director Brian Craig - 5 Minutes

6. Pre-Annexation Agreements - Utilities Director Dan Roberts - 5 Minutes

   A. Proposed Approval of Dean Sellars & Elizabeth Mayfield Pre-Annexation Agreement at 546 Absaraka Street - Utilities Director Dan Roberts

   B. Proposed Approval of Terrance & Tamara Perrin Pre-Annexation Agreement for 10 High View Road - Utilities Director Dan Roberts

7. Liquor License Transfers and New Application - City Clerk Cecilia Good - 5 Minutes

   A. Transfer of Location for Gnehm Management, LLC Retail License #22

   B. Transfer of Ownership for Best Western Resort License #2

   C. Transfer of Ownership for Main Street Tavern Retail License #19

   D. New Application for Satellite Permit #4 - Weston Fine Spirits at 122 N. Main Street

CITY OF SHERIDAN, WYOMING

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

MEMORANDUM

Project Name: Mayor/Council Handbook - City Attorney Brendon Kerns and City Clerk Cecilia Good - 5 Minutes
From: Cecilia Good, City Clerk
To: Mayor and Council
CC: Mark Collins, City Administrator
Date: 11/07/2018

Attachments

Mayor/Council Handbook

2018

MAYOR/COUNCIL HANDBOOK

CITY OF Sheridan

WYOMING

Final Draft 11/02/2018

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INTRODUCTION

Purpose of the Handbook

This handbook has been prepared to assist the Governing Body by explaining and defining accepted practices, procedures, regulations, and to clarify expectations of the Governing Body's duties, authorities, roles, and responsibilities. Sheridan City Government is a unique enterprise. What works in private business does not always work in government. This manual and other resource materials listed within will help the elected official with the complex task of governing. This handbook will serve as a guideline in clarifying the duties, authorities, roles, and responsibilities of the Governing Body, the Mayor and the City Council.

Definitions

Governing Body:
The Governing Body is the total elected legislative body of the City including the Mayor who is the presiding officer, and six elected Council members.

Mayor:
The Mayor is elected by popular vote to exercise the executive powers of the office and to be presiding officer of the governing body.

City Council:
The six elected members of the Governing Body who constitute the legislative branch of Sheridan's Mayor/Council form of government with a City Administrator.

Overview of Basic City Documents

This handbook provides a summary of important aspects of Governing Body activities.
However, it cannot incorporate all material and information necessary for conducting the business of a local Governing Body. Many other laws, plans, and documents legally bind the Governing Body to certain specific courses of action and practices. A summary of the most notable resource documents is provided below.

City Code:
The Ordinances contains local laws and regulations adopted by the Governing Body. The City Codes contain sections for General Provisions, Administration, Advertising, Alcoholic Beverages, Amusements, Animals and Fowl, Buildings and Building Regulations, Cable and Telecommunications, Canvassers, Peddlers. and Transient Merchants and Manufacturers, Courts, Fines and Imprisonment, Elections, Fire Protection, Garbage and Refuse Disposal, Health and Sanitation, Hotels, Rooming Houses and Similar Establishments, Employee Relations, Motor Vehicles and Traffic, Municipal Cemetery, Nuisances Generally, Offenses - Miscellaneous, Pawnbrokers and Secondhand Dealers, Poles and Wires, Police Department, Streets and Sidewalks, Recreational Vehicles and Recreational Vehicle Parks, Utility Occupation Tax, Water, Sewer and Electric Services, Appeal Procedure for Building and Development Processes, Zoning, Subdivision Regulations, Mobile and Manufactured Home Parks.



The Sheridan Municipal Codes are available online and may be accessed from the City website at www.sheridanwy.net. Physical copies of City Code are available in all City offices, including the Mayor's office the City Administrator's Office and the Clerk's Office.

Wyoming State Statutes:
The Wyoming State Statutes contain many requirements pertaining to the operation of City government. Wyoming State Statute is also legally binding to the Governing Body, the Mayor, and City Council to specific performances of duties, authorities, roles, and responsibilities. Copies of the Wyoming State Statutes are available in the City Clerk's, City Attorney's offices and on the Google Shared Drive referenced herein.

The Mayor-Council Handbook published by the Wyoming Association of Municipalities (WAM), provides a basic summary of many important State Statutes and addresses the following topics as an additional resource:

- Wyoming Municipal Corporations

- Incorporation, Corporate Powers, Annexation and Exclusion of Land, Annexation of Cities or Towns, and Dissolution
- The Office of Mayor
- The Office of Council member
- Meetings of the Governing Body
- Ordinances and Charter Ordinances
- Alternative Forms of Government
- Nominations, Elections, Initiative and Referendum, and Recall
- City and Town Finance
- Financial Administration, Budgeting, Auditing, and Purchasing
- Local Improvements
- Public Improvements
- Planning, Subdivision Control, Zoning, Solar Access, Urban Renewal, Housing, Downtown
- Development, Railroad Line, and State Control of Industrial Developments
- Other Services Provided by City and Town Governments
- Cooperation with Other Units of Government:The Wyoming Administrative Procedure Act
- Optional Sales and Use Tax

Annual Budget:
The City's annual budget book provides a description of City services and the resources used to provide services. This document contains a broad overview of the budget as well as descriptions of programs offered within each division of the organization. The Mayor and each Council member receive a copy of the annual budget. The process of developing the budget is explained more thoroughly in the Google Shared Drive.

Department Specific Documents:
Copies are stored in an electronic format. The Clerk's Office will ensure that every member of Council has access to these documents on a Google Share Drive.

Orientation

It's important for all members of the Governing Body to gain an understanding of the full range of services and programs provided by the City. As a new member of the Governing Body, you can receive preliminary briefings on this handbook and an overview of City operations. Department Heads are available to further discuss operations and provide you with tours of facilities. It is very important that each

member fully understand their duties and responsibilities in order to be able to serve competently in their capacity as a Council member.

Chapter 1 - Governing Body General Powers and Responsibilities

Mayor, Council, and Administrator Form of Government

The City of Sheridan is a Home Rule City operating under the statutes of the State of Wyoming and Municipal Codes. The organizational structure for the City can be characterized as a Mayor/Council form of local government with a City Administrator. Authority is vested in an elected Mayor and/or City Council. Sometimes the vested authority is combined as in the appointment of the City Administrator. The Governing Body is composed of seven members elected at large from the City residents on a non-partisan basis to serve overlapping four-year terms. The Mayor is elected at-large to serve a four-year term as the presiding officer of the Governing Body. The official head of the City is required to perform specific duties, roles and responsibilities as directed by Municipal Ordinance and Wyoming State Statute.

The Governing Body is the City's legislative and policy-making body. The Governing Body is responsible for passing ordinances, resolutions, and other directives necessary for governing the City in its entirety, as well as for setting City policy for the staff, operations, and strategic goals.

The City Administrator is appointed by the Governing Body, and serves at the pleasure of that body. The City Administrator is responsible for the day to day administration and operation of the City, and the implementation of policies set by the Governing Body. The City Administrator, with the help of City staff, provides the Governing Body with the information needed to fulfill its policy-making role. The Mayor is required to review the performance of the City Administrator and if requested report the review to the City Council.



The Governing Body

The Governing Body is the legislative and policy making entity of the City. It is the Governing Body's responsibility to enact ordinances, resolutions and orders necessary for governing the affairs of the City as outlined in the City Charter Ordinance 2158 and Wyoming State Statute, to approve or amend the annual budget, to authorize certain contracts on behalf of the City, to act as the final appeal body on rulings of some boards and commissions, to appoint and evaluate the City Administrator, approve the appointment of all members of the various boards and commissions, and to submit propositions to the electors at any election[1].

Formal Authorities of the Mayor

The Mayor has specific duties and authorities which are required and/or implied by Municipal Code and Wyoming State Statute. These authorities include the following:

- Presides with superintending control of all City of Sheridan affairs, as the chief elected official of the City.
- Exercising superintending control over the City Administrator's performance to ensure the City Administrator is performing the following duties:[2]
    - Developing a yearly budget to be presented to Council;
    - Provides oversight concerning the actions of City Staff, City Departments, and the Employees;
    - Ensures that the Ordinances and regulations of the City of Sheridan are enforced;
    - Ensures that internal policies and regulations for each Department are being followed;
    - Implements the policies, goals and directives of the City Council;
    - Handles and addresses all personnel issues, the hiring of employees and the appointment of Department Heads per the Employee Handbook and Ordinance.
- Presides at all meetings of the Governing Body[3]
- Administers oaths of office[4]
- Signs commissions, oaths, appointments to Boards, Commissions, and Committees per Statute, City Ordinance, and Bylaws[5]

[1] W.S. § 15-1-103 et. al.
[2] W.S. 15-1-108(a)(ii); Charter Ordinance 2158
[3] Sheridan Ordinance 2-8
[4] W.S. § 15-1-108(a)(iv)
[5] See generally, W.S. § 15-1-108(a)(iv)+(v); Ordinance 2-83, 2-12

- Executes contracts per Statute, City Ordinance, or as Authorized by Council[6]
- The Mayor has one (1) vote on all matters voted on by the Governing Body, except to override a veto and the confirmation of Mayoral appointments[7]
- May veto any ordinance, order, bylaw, resolution, award, or vote by Council to enter into any contract, or the allowance of any claim or any item of appropriation[8]
- Recommends policies to the governing body[9]
- Recommends board and commission appointments to Council[10]
- Appoints a City Attorney and Municipal Judge with City Council consent and can remove these appointments with notice to Council[11]
- Appraises the performance of the City Administrator and if necessary or requested report the findings to the City Council[12]
- May call for a Special Council Meeting[13]
- Authorizes and execute bonds, levies, final plats, cemetery deeds and contracts[14]

Performance Expectations of the Mayor

The Mayor is elected at-large within the City to serve a four-year term in a full time capacity. The Mayor has many unofficial performance expectations which vary from issue to issue. Some of those include the following:

- Is the ceremonial head of the City.
- Is the ambassador of goodwill and the City's representative at official functions.
- Provides leadership and encourages citizen participation in City activities and issues.
- Leads the governing body in addressing political matters, needs, goals, and a vision for the community.
- Represents the City at the local, state and federal levels on matters impacting the City

[6] See generally, W.S. § 15-1-108(a)(iv)+(v); Ordinance 2-83, 2-12
[7] Sheridan Ordinance 2-8; W.S. § 15-3-201
[8] W.S. § 15-3-201; Ordinance 2-8
[9] See generally, W.S. § 15-1-101 et.al.; Charter Ordinance 2158
[10] See generally, W.S. § 15-1-108(a)(iv)+(v); Ordinance 2-83, 2-12
[11] Charter Ordinance 2158 Section 4
[12] Charter Ordinance 2158 Section 1(b)
[13] W.S. § 16-4-404(b); Ordinance 2-2
[14] W.S § 15-1-108(a)(v); Ordinance 17-2

- Meets regularly with the City Administrator to provide policy guidance relative to actions of the governing body, to prepare the agenda for matters coming before the governing body and to monitor the administrative implementation of Council policies

The City Council

The City of Sheridan City Council is composed of six members individually elected on a non-partisan basis from the City residents to serve four-year overlapping terms. The Mayor is also part of the City Council, elected separately to form the Governing Body as defined by Wyoming State Statute. Municipal elections are held every even-numbered year, with three Council members selected at one election and three at the next, unless a vacancy has occurred[15]. At the first regular Council meeting in January, following the November general election, the newly elected and qualified Council members are sworn in and assume the duties of their office[16].

While the Mayor serves as the Council's presiding officer, the City Council selects a President and Vice President from its own membership to serve in the absence of the Mayor. The President and Vice President assist the Mayor in recommending agenda items, agenda setting and monitoring the implementation of Council policies[17]. The Mayor, however, sets the final agenda. The President and Vice President of the Council, positions that have historically rotated among Council members, are selected through a consensus of the Council and serve a one-year term.

Formal Authorities of the City Council

- All general powers listed in W.S. § 15-1-103 through 15-1-1100, those listed in W.S. § 15-5 through 15-10 and the authority to act under home rule
- Commits the City to a policy course of action including appropriation of funds
- Exercises an oversight role over the conduct of City affairs
- Confirms appointments to boards, commissions and certain appointed positions such as City Administrator, City Attorney and City Judges
- Determines personnel policies and conditions of employment
- Approves rules and regulations
- Oversees the finances of the City of Sheridan
- Approves zoning changes, subdivisions, plats and annexations
- Establishes City operational fees

[15] W.S. § 15-11-103
[16] W.S. § 22-23-404
[17] W.S. § 15-3-203

Performance Expectations of the City Council

- Focuses on long range planning and policy development for the community and the City organization.
- Establishes goals and objectives for the community and authorize programs that address the needs of the entire community.
- Provides oversight and assessment of the effectiveness of goals, policies, programs and services rendered to citizens.
- Receives citizen complaints and information requests and forwards to the City Administrator for appropriate action.

Responsibilities of the Council for Public Leadership

Exercising responsible public leadership is a difficult and delicate task. Although it is the primary responsibility of the Mayor to provide public leadership on City issues, it is also a fundamental role of the Council. While the Mayor may be the “point person” in the City’s efforts to generate and promote support for community-wide programs, the individual serving in that position cannot effectively do so without the support and active involvement of the members of the City Council. The presentation of policy decisions to the public in a consistent manner is a critical component of the Council’s ability to function effectively as a team. The extent to which the community accepts a policy decision by the Council will be limited to the Council’s ability to reconcile diverse interests in the context of its decision-making. Given that every policy decision the Council makes has the potential for conflict, the Council’s success in this area is critical to its exhibiting successful public leadership.



Chapter 2 - City Council Meetings

Meeting Schedule

Regular meetings are held in the Council Chambers at City Hall, 55 Grinnell Plaza on the first and third Monday of each month at 7:00 p.m. If a meeting date falls on a holiday or special event the Governing Body may elect to not to hold a meeting or to move the meeting to another date. Council Workshops are held the second Monday of each month at 5:30 p.m. in Council Chambers[18].

Placing Items on the Agenda

The Mayor, a Council member, Citizen, or staff member may request an item be considered on a future agenda. All requests for additions to the agenda are turned into the City Clerk's office no later than 5 p.m. on Monday the week before the meeting. The City Administrator, Mayor, Council President and Council Vice President will review the agenda before it is distributed. The Mayor may add or delete agenda items before its official distribution. Agendas are distributed by 5 p.m. on the Friday before the Council meeting. Items may be added or deleted by Council at the Council meeting by majority vote.

Order of Business

This section summarizes each meeting component listed on the Council agenda.

Meeting Called to Order:
The Mayor will call the meeting to order and will lead the Pledge of Allegiance.

Approval of the Agenda:
Council votes to approve items on the agenda. Items can be removed from the agenda with a majority vote.

[18] City Ordinance 2-1

Public Hearings:
When materials are presented during public hearings, they should be submitted before the public hearing is closed on the item.

Consents Agenda:
Items on the Council agenda, which are considered to be of a routine and non-controversial nature by the Mayor, may be placed on the Consent Agenda. These items shall be approved, adopted, accepted, etc., by one motion of the Council. For example: approval of minutes, claims, contracts, renewing services, etc. Council members may request that any item listed under Consent Agenda be removed from the Consent Agenda, and Council will then take action separately on this item.

Staff Reports:
The City Administrator and Department Heads are given time to present a report to Council.

Community Update:
Members of the community are provided time to give reports, make announcements, and read proclamations.

Ordinances:
An ordinance, or amendment to an ordinance, is a legislative act by the Governing Body and must be read at three regular business meetings before it can be adopted. It becomes effective when it is published in the newspaper, or at a later designated date[19]. Emergency ordinances provide for the immediate preservation of public peace, property, health, safety and welfare. An emergency ordinance requires an affirmative vote of two-thirds Council majority and becomes effective upon its passing[20].

Resolutions:
The term resolution is usually employed to denote the adoption of a motion, the subject matter of which would not properly constitute an ordinance (law). Such as: a mere expression of opinion; an alteration of the rules; a vote of thanks or censure; establishment of administrative policies and the adoption of the budget; etc.

The chief distinction between a ‘resolution’ and an 'ordinance’ is that an ordinance generally controls and affects citizens' life, liberty, or property while a resolution does not.

[19] W.S. § 15-1-101(a)(ix); W.S. § 15-1-115
[20] W.S. § 15-1-115(d)

General Meeting Procedures

The procedures utilized by the City Council during their meetings originate in the State Constitution, Chapter 15 of the Wyoming Statutes and the Sheridan City Code and are designed to promote uniformity, clarity and efficiency in the dispatch of public business.

Robert's Rules is a general guide to parliamentary procedure that provides a context for Council action. The following summary of the City's treatment of some broad topics in Robert's Rules will provide a basic understanding of City Council meeting procedures. Also see Appendix A containing an abbreviated summary for Robert's Rules of Order.

Presiding Officer:
The Mayor is the Presiding Officer and Chair at Council Meetings[21]. In the absence or incapacity of the Mayor, the President or Vice President of the Council serves as the Presiding Officer[22].

Quorum:
A majority of Council members shall constitute a quorum to do business. A majority is determined by the number of filled City Council seats. A quorum does not require a member to be physically present. Consequently, as will be later discussed in the section concerning Open Meetings, a quorum can occur by telephone, email or other manner.

Obtaining the Floor:
A member of the City Council or staff shall first address the Mayor and gain recognition to obtain the floor. Comments and questions should be limited to the issue before the Council. Cross-exchange between Council members and public should be avoided.

Questions to Staff:
A Council member shall, after recognition by the Mayor, address questions to the designated staff member.

[21] Sheridan Ordinance 2-8
[22] Sheridan Ordinance 2-9

Voting Procedures

When present, all Council members are required to vote. Failure of a seated member to orally express a vote constitutes an affirmative vote.

No ordinance, resolution, or motion shall be passed or become effective without the affirmative vote of a majority of those members of the Governing Body present[23]. A conflict of interest shall be declared whenever appropriate and in compliance with state law[24]. The affected Council member will not vote on the item at hand. It is left up to the Council member's discretion whether or not they leave the room, or take a seat in the audience during discussion and voting on the item of conflict.

Upon the request of any Council member, a roll call vote will be taken and recorded.

A tie vote is equivalent to a vote which has failed. The Presiding Officer may publicly explain the effect of the tie vote for the audience or may direct a member of the staff to do so.

Reconsideration of an item shall be allowed in accordance with the following Council guidelines. Re-submittal of issues previously acted upon is discouraged, however, a matter can be reconsidered or rescinded at any meeting provided that there are as many members present as there were when the vote was originally taken[25]. A member of the prevailing majority must make a motion for reconsideration when the previous vote was taken.

Wyoming Open Meetings Act - Effective July 1, 2018

Since its adoption, the overriding principle of the Open Meetings Act (Act) is that government should conduct its business in a transparent manner. The Act's statement of purpose states: "The agencies of Wyoming exist to conduct public business. Certain deliberations and actions shall be taken openly as provided by this act." The Act expressly provides that "all meetings of the governing body of an agency are open to the public at all times, except as otherwise provided[26]." Governmental boards and commissions are essentially engaged in the public's

[23] W.S. § 15-1-115
[24] W.S. § 15-1-127; W.S. § 6-5-106
[25] W.S. § 15-1-117
[26] W.S. § 16-4-403

business and holding public meetings ensures that all affected people are permitted an opportunity to be heard.

Under the Act, all meetings of the governing body of an agency, or government, are public meetings, open to the public at all times, unless otherwise specified in the Act. Unless otherwise provided by the Act, the governing body may only take action at a properly noticed public meeting[27]. The act contemplates fair and reasonable advance notice of meetings. The Act also contemplates that minutes will be taken at all meetings, regardless of whether official action is taken[28]. The day-to-day administrative activities of the City are not subject to the Act's notice and open meeting requirements. The Act also provides a list of issues the City Council may consider in executive session and the proper procedure for convening and conducting such a session.

Relevant Statutes:
What constitutes a meeting and when action may be taken:

A "Meeting" is defined as "an assembly of at least a quorum of the governing body of an agency which has been called by proper authority of the agency for the expressed purpose of discussion, deliberation, presentation of information or taking action regarding public business[29]."



The 2012 legislation defined the term "Assembly." Assembly "means communicating in person, by means of telephone or electronic communication, or in any other manner such that all participating members are able to communicate with each other contemporaneously[30]." Examples might include instant messaging, video conferencing, and conference calls. If a quorum of the members of a governing body are going to participate in such communication for the purpose of discussion,

[27] W.S. § 16-4-403
[28] W.S. § 15-1-110; W.S. § 16-4-403(c)
[29] W.S. § 16-4-402(a)(iii)
[30] W.S. § 16-4-402(a)(iv)

deliberation, presentation of information, or taking action regarding public business, the agency must give proper notice of a meeting and allow for public attendance.

In addition to the definition of “assembly,” “no meeting shall be conducted by electronic means or any other form of communication that does not permit the public to hear, read or otherwise discern meeting discussions contemporaneously. Communications outside a meeting, including but not limited to, sequential communications among members of an agency, shall not be used to circumvent the purpose of this act[31]." Thus, if the governing body of an agency wishes to conduct a meeting by electronic means, the agency must also assure that members of the public are able to attend the meeting and discern the meeting discussions in real time. This provision also clarifies that e-mail or other forms of sequential communications cannot be used to thwart the purposes of the Act.

Notice of Meetings:
An agency is required to provide notice of its meetings to any person who requests notice. The request may be made for the dates and times of future meetings of the agency[32].

Regular Meetings:
The regular scheduled meeting is set by ordinance or resolution and may be amended or changed by Council at any Council meeting[33].

Special Meetings:
Special meetings may be called by the presiding officer of a governing body by giving verbal, electronic or written notice of a meeting to each member of the governing body and to each newspaper of general circulation, radio or television station requesting the notice. The notice shall specify the time and place of the special meeting and the business to be transacted and shall be issued at least eight (8) hours prior to the commencement of the meeting. No other business shall be considered at the special meeting. Proof of delivery of verbal notice to the newspaper of general circulation, radio or television station may be made by affidavit of the clerk or other employees or officer of the agency charged or responsible for distribution of the notice of the meeting[34].

Emergency Meetings:

[31] W.S. § 16-4-403(d)
[32] W.S. § 16-4-404
[33] Sheridan Ordinance 2-1; W.S. § 16-4-404(a)
[34] Sheridan Ordinance 2-2; W.S. § 16-4-404(b)

An Emergency meeting may be called without notice but any action is deemed temporary. All action taken at an emergency meeting must be reconsidered and acted upon at an open public meeting within 48 hours, “excluding weekends and holidays, unless the event constituting the emergency continues to exist after forty-eight (48) hours. In such case the governing body may reconsider and act upon the temporary action at the next regularly scheduled meeting of the agency, but in no event later than thirty (30) days from the date of the emergency action[35]."

Executive Session:
The Act allows an agency to hold an executive session for several reasons. The executive session may only be called by a proper motion and seconded with a majority of the members in attendance. Minutes of the meeting are also required to be kept. The matters which may be discussed in executive session are strictly limited to[36]:

1. Matters that may pose a threat to the security of public or private property or a threat to the public’s right of access provided the City Attorney, Chief of Police or designee is present.
2. Consider the appointment, employment, right to practice or dismissal of a public officer, professional person or employee, or to hear complaint/charges against an employee or professional person, unless the employee requests a public hearing.
3. Matters of litigation which the City may be a party to.
4. When considering the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price.
5. To consider gifts, donations and bequests which have been requested by the donor to be kept confidential.
6. To receive, or consider privileged information.

Public Input:
The public has an opportunity to address the Governing Body on any item of interest to the public that is within the jurisdiction of the Governing Body. The City has the right to establish time limits on speakers and the total time allocated for a particular issue.

Public Disruptions:
A portion, or all of the public, may be removed if willful disruption makes conducting the meeting “unfeasible." The press may remain unless they participate in the

[35] W.S. § 16-4-404(d)
[36] W.S. § 15-1-105

disruption[37].

No person may disturb meetings by engaging in disruptive actions. This includes applauding, yelling, speaking without obtaining the floor or similar behavior deemed improper by the chair. The Mayor may call to order such person(s) demonstrating rude, boisterous, profane or similar behavior. If such conduct continues, the Mayor will call a recess, request removal of such person(s) from the council chambers, adjourn the meeting, or take other appropriate action as permitted by law[38]. Proper decorum must be observed and courtesy given to members of the governing body, city staff and members of the public.

[37] W.S. § 16-4-406
[38] W.S. § 16-4-406

Chapter 3 - Support Provided to the Governing Body

Staff/Administrative Support

General staff and administrative support to the Mayor and Council members is provided through the Government Relations Administrative Specialist. Scheduling of appointments, document preparation, travel arrangements and other assistance are available from the Government Relations Administrative Specialist. The Government Relations Administrative Specialist is also charged with obtaining documentation and research as requested by the Mayor and Council members. This position will be hired by the Governing Body.

Governing Body/City Administrator Relationship

The Governing Body includes both Council members and the Mayor. The employment relationship between the Governing Body and the City Administrator honors the fact that the City Administrator implements Governing Body policies and administers the daily operations of the City[39].

The City Council should avoid situations that result in City staff being directed, intentionally or unintentionally. Regular communication between the Governing Body and the City Administrator is important in maintaining open communications.

The Mayor, as required by the Charter Ordinance through the Mayor's superintending authority, is to evaluate the City Administrator on an annual basis to ensure that the City Administrator is executing the goals set forth by the Governing Body[40]. That review may be presented to the City Council as needed or requested.

As in any professional relationship, it is important that the City Administrator keep the Governing Body informed of City operations and the progress of strategic goals[41]. The City Administrator respects and is sensitive to the political responsibility of the

[39] See Generally City of Sheridan Employee Handbook
[40] Charter Ordinance 2158 Section 1(b)
[41] Charter Ordinance 2158 Section 2(b) + (f)

Governing Body and acknowledges that the final responsibility for establishing the policy direction of the City is held by the Governing Body[42]. The City Administrator communicates with the Governing Body in various ways (e.g., memos, e-mail, weekly meetings, and through the Mayor whose responsibility it is to maintain open and effective communication with Council members, etc.). It is the City Administrator's responsibility to relay information and ensure that the Mayor and City Council members are up to date on all City matters.

The City Administrator is tasked with meeting regularly with the Mayor, who is the conduit to the Governing Body. Meetings with the City Administrator, Mayor and two Council members will be held once per week. During these meetings, the City Administrator will present the Mayor and Council members with the Staff's proposed meeting agenda, discuss ongoing issues, and address concerns and questions of the Governing Body.

Legal Services

Should a Council member have legal questions relating to any topic relevant to the City, it is important and prudent to pose those questions to the Mayor or during regular meetings held with the Mayor, City Administrator, City Council President, and City Council Vice President.

Office Equipment, Computers, E-mail, Phones

The Governing Body has access to laptops that will be provided during City Council meetings. E-mail accounts will also be provided to conduct City business. All computers, email, phones and other equipment should be used solely for City business as those devices will be subject to public record requests per Wyoming law [43].

[42] Charter Ordinance 2158 Section 2(a)
[43] W.S. 16-4-201(a)(v)

Chapter 4 - Compensation and Expenses

Governing Body Compensation

Currently, the Mayor receives an annual salary of $24,000[44]. Council members receive $500 monthly[45]. A seated Governing Body may not increase its own salary[46]. They may only pass an ordinance to raise the salary of an incoming Governing Body.

Expenditure Allowance

The annual budget includes allocations for Mayor and Council expenses associated with official City business.

Eligible expenses include:

- Attendance at conferences, seminars, and meetings
- Travel expenses including meals (City policy does not allow reimbursement for alcohol)
- Mileage reimbursement for City business.

Refer to the Human Resources Department with any additional questions.

Expenditure Guidelines

It is very important to note that all expenses must be related to City business. Public property and funds may not be used for private or personal purposes[47].

City budgetary practices and accounting controls apply to expenditures within the Legislative Budget. The Governing Body should plan expenditures that allow them to remain within their annual allocations.

[44] Sheridan Ordinance 2122
[45] Sheridan Ordinance 2038
[46] W.S. § 15-3-213
[47] W.S. § 6-5-110 through 111

Chapter 5 - Communications

Overview

Perhaps the most fundamental role of a member of the Governing Body is communication; communication with the public to assess community opinions and needs, and communication with staff to provide policy direction and to gain an understanding of the implications of various policy alternatives.

Because the Governing Body performs as a unit (that is, acting based on the will of the majority as opposed to individuals), it is important that general guidelines be understood when speaking for the group. Equally important, when members are expressing personal views and not those of the Governing Body, the public should be so advised.

Correspondence from Members of the Governing Body

On occasion, members may wish to transmit correspondence on an issue which the Governing Body has yet to take a position, or about an issue for which the Governing Body has no position. In these circumstances, members should clearly indicate within the letter that they are not speaking for the Governing Body as a whole, but for themselves as one individual member of the Governing Body.

After the Governing Body has taken a position on an issue, official correspondence should reflect this position. While members who may disagree with a position are free to prepare correspondence on such issues as private citizens, City letterhead, official City title, and staff support should not be utilized. In addition, City letterhead and staff support cannot be utilized for personal or political purposes.

Speaking “for the City”

Similar to written correspondence, when members are requested to speak to groups or are asked the Governing Body’s position on an issue, the response should reflect the position of the Governing Body as a whole. Of course, a member may clarify his/her vote on a matter by stating, “While I voted against X, the Governing Body voted in support of it.” When representing the City at meetings or other venues, it is

important that those in attendance gain an understanding of the Governing Body's position, rather than that of an individual member.



Chapter 6 - Conflicts and Liability

Conflicts of Interest

The Governing Body is governed by the Ethics and Disclosure Act and other statutes[48] . The purpose of this Act is to ensure that all actions of the Governing Body are taken in the public interest. Those topics include:

- Use of title, position and prestige of public office to influence organizations, groups, or employers
- Nepotism
- Misuse of office
- Official decisions and votes
- Actions taken while negotiating for employment
- Penalties for violating the Act
- Bribery
- Contract fixing
- Misuse of Public Property
- Use of position for gain, to include gain for one's employer

Correspondence from Members of the Governing Body

The City is a large organization, which offers a variety of services and may often find itself subject to claims and lawsuits. For example, if a wind-blown trash container damages a private vehicle, the vehicle owner may file a claim against the City for the damages. The City must always approach its responsibilities in a manner which reduces risk, as much as possible, to all involved.

The City's liability claims are handled through the Local Government Liability Pool (LGLP). Administrators of the pool review claims within the parameters of the Governmental Claims Act. Essentially, a governmental entity will be liable for damages caused by the negligence of public employees while acting within the scope of their duties. If there is no negligence, LGLP will deny the claim.

It is important to note that violations of certain laws and regulations by individual members of the Governing Body may result in that member being personally liable

[48] W.S. § 9-13-101 et. seq. (excluding 9-13-108); W.S. 6-5-101 et. seq.

for damages which would not be covered by the City's insurance or liability pool. Examples may include discrimination, harassment, theft, failure to disclose conflicts of interests, or fraud.

Discrimination and Harassment

Federal law, state law, and City policies prohibit discrimination (gender, age, race, etc.) and harassment. The City's Employee Handbook contains various discrimination and harassment policies. For applicable federal laws, contact the Human Resources Department or the City Attorney.

Chapter 7 - City Departments

City Administrator's Office

The Administration Department is comprised of the City Administrator and an Administrative Assistant. The Administration Department's main functions are to manage the City's business and carry out the Governing Body's policies. The City Administrator coordinates the work of all City departments and employees, ensures the enforcement of laws and City ordinances, presents the annual City budget to the Mayor prior to Governing Body adoption, and expends budget funds as authorized by the Governing Body. The City Administrator makes recommendations to the Governing Body on issues concerning legislation, financial programs, capital improvements, and City services.

Under the direction of the City Administrator, staff supervises and administers the programs and services provided by all departments within the City of Sheridan. Specifically, the City Administrator's office performs the following:

- Administers policies and programs approved by the Governing Body.
- Evaluates and monitors staff progress on established policies and programs and fosters greater employee awareness of City problems, programs, and priorities.
- Acts as liaison/coordinator between the Mayor, City Council, and staff.
- Oversees the activities of all department heads and makes upper level management decisions involving departmental workloads.
- Coordinates overall planning and review of all City operations with the aid of department heads.
- Exercises authority to hire department heads with the concurrence of the Governing Body.
- Exercises authority to remove department heads per Ordinance with notice to the Governing Body.
- Exercises authority to hire and remove City employees per the Employee Handbook.
- Provides timely information to the Governing Body concerning state, local, or federal legislation which may impact the City. Analyzes trends and programs

for enhanced service delivery. Presents ideas, concepts, and potential options to enhance organizational and community vitality and viability.
- Responds to and follows up on citizen and/or Governing Body inquiries regarding City programs and services.
- Acts as liaison and works to resolve mutual local problems through various inter-governmental regional agencies.
- Makes necessary recommendations and expediently resolves issues that come before the Mayor and/or the Governing Body.
- Prepares, with the Mayor, the agendas for the City Council Meetings and Workshops.
- Prepares plans and programs for the Governing Body's consideration in anticipation of future needs and services.
- Oversees the annual preparation of the budget and submits it to the Mayor and the Governing Body for their review, amendment, and adoption. Subsequently supervises the budget's administration after adoption.
- Reviews and evaluates the City's organizational structure and operational functions, ensuring full utilization of manpower and resources in service to the public.

Clerk's Office

Responsibilities of the City Clerk include the execution of official city documents, administration of liquor licenses, maintenance of municipal code, retention and management of City records and documents, cemetery deed preparation, the licensing and registration of City vehicles, publication of legal notices, and the provision of administrative assistance to the City Administrator. The City Clerk also attends meetings of the Governing Body, prepares minutes and agendas for these meetings and acts as the Council Parliamentarian. The Clerk's Office interacts on a daily basis with the citizens, organizations, governmental agencies, and employees of the City by providing public information and other essential services.

Finance

The Treasurer's Department is comprised of the Treasurer, Assistant Treasurer, Staff Accountant, Accounting Technician, and Accounts Payable/Payroll Technician. The following list represents the main functions of the Treasurer's Department:

- Maintains the accounting records for the City
- Assists other City Departments in the preparation of the City's annual budget
- Coordinates the annual audit with the City's auditors and assists with the preparation of the annual financial reports

- Processes and pays vendor invoices
- Records daily receipts of payments for utility bills and other City revenues
- Prepares monthly financial reports
- Assists in grant applications, compliance and reporting
- Invests City funds
- Performs bi-weekly payroll functions
- Processes quarterly and annual payroll reports
- Assists and backups the HR Department

Audits

In accordance with W.S. 16-4-121, annual audits of the City's finances and property are required and must be filed with the County and Wyoming Department of Audit. The audits are conducted by independent auditors in accordance with generally accepted auditing standards as promulgated by the AICPA. The audit procedures are performed in accordance with "Government Auditing Standards". The City is also required to have a single audit performed by an independent CPA on all federal funds received of $750,000 or more in any one year to be on compliance with the provisions of the Federal Single Audit Act.. The annual financial statements and single audit report are sent to each agency the City received federal funds from during the year to be in compliance with Federal requirements.

Porter, Muirhead, Cornia, & Howard, a corporation of certified public accountants, has performed the City's annual audit since FY2005. The City is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States. It is the auditor's responsibility to express opinions and recommendations based on these financial statements.

Budget

For the last two years, spending for the City was between $55 and $57 million. Each year's budget varies depending on the major capital projects during any given year.

Funds

The City of Sheridan's resources are allocated to individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. There are three major categories. These categories are governmental, proprietary, and fiduciary.

Governmental funds are used to record and balance all the City's basic services, such as streets, public safety, special construction projects, and general administration.

Governmental funds are then divided into the following subcategories:

General fund:
The City's primary operating fund is used for all financial resources of the general government, except those required to be accounted for in another fund.

Special revenue fund:
This fund is used to account for proceeds from specific revenue sources, which are required to be accounted for separately and used for specific purposes.

One cent fund:
This fund is a special revenue fund which accounts for the resources collected through the optional one cent sales and use tax and the expenditures of those funds.

Capital tax fund:
This fund is a special revenue fund which accounts for the resources collected through the specific purpose 1% capital facilities tax and the expenditures of those funds.

Public benefit fund:
This fund is a special revenue fund which accounts for the resources collected through the franchise tax and the expenditures of those funds.

Debt service fund:
This fund accounts for resources to pay back long-term debt, which includes special assessment debt and lease purchase agreements of the City.

Proprietary funds operate like a business. They provide goods or services to the general public. They cover services which are important, but not essential to the way a government runs. The City uses the following proprietary funds:

Sewer fund:
This fund accounts for revenue and expenses of the departments responsible for maintaining a dependable system for collecting and treating wastewater in the City.

Water fund:
This fund accounts for revenue and expenses of the departments responsible for providing a safe, potable water supply adequate for fire protection, domestic and industrial usage.

Solid waste fund:
This fund accounts for revenue and expenses of the department responsible for maintaining a dependable system for collecting and disposing of solid waste material in the City.

Golf fund:
This fund accounts for revenue and expenses associated with the operation and maintenance of the Sheridan Municipal Golf Course.

Weed and pest fund: This fund accounts for revenue and expenses associated with services related to weed and pest control in the City.

Fiduciary funds are funds held in agency or trust for others. These funds are recorded separately and are not included in the City's activities because they cannot be used to finance its operations. The City uses the following fiduciary funds:

Agency fund: This fund is used to account for the funds that are collected on behalf of other entities that have not yet been remitted. They are custodial in nature (assets equal liabilities) and do not involve measurement or results of operations.

Fire and Rescue Department

Sheridan Fire-Rescue exists as an all-hazards response department. It offers a professional emergency response to structure fires, wildland fires, emergency medical incidents, hazardous materials incidents , swift water rescue, and high and low angle rope rescue. The Department also provides automatic aid countywide for structure fires and mutual aid as requested on all other responses. The department is staffed with three (3) shifts of five firefighter/EMTs working a "Modified Kelly Schedule" of 24 hour shifts, minimum daily manning is four (4). Additional personnel include a Senior Office Associate and a Fire Chief.

The current fire station was dedicated in 1983 and added on to in 2002. The station houses all apparatus, equipment, personnel, and administration offices.

Sheridan Fire-Rescue actively pursues a community risk reduction program through:

- Public education
- Code enforcement

- Fire Investigation

Firefighters provide fire safety classes for pre-schools, elementary schools, the high school, Sheridan College, and senior groups. Code enforcement is accomplished through a schedule of maintenance inspections completed on basis of life-safety classification. Licensed Daycares, schools, and motels are completed on a yearly basis. Other occupancies may be completed every other year or every third year. International Fire Code as adopted requires that all fires that occur within the City of Sheridan are investigated for the origin and cause. This is accomplished through a team of firefighters who have either been certified as investigators or they are actively pursuing this certification (typically a 4+ year process).

Wyoming State Statute mandates collective bargaining with paid firefighters. Sheridan Fire-Rescue firefighters are represented by Local 276 of the International Association of Firefighters. Contracts are normally done yearly but have been negotiated as a two year contract on occasion.

Human Resources Department

The Human Resources Department is responsible for facilitating human resource activities for the City, including proposing policy and procedure changes, overseeing the recruiting and training of personnel, administering benefits, and enforcing regulations. This also includes overseeing the performance appraisal process, overseeing property and liability insurance and claims, tracking workers compensation claims and overseeing the City's Social Media contract. There are two employees in the Human Resources Department.

Police Department

The primary mission of the Police Department is to prevent crime and disorder. In order to accomplish this mission, the Police Department operates with a problem oriented policing philosophy. Police deal with a range of community problems, many of which are not strictly criminal in nature.

Arrest and prosecution alone, the traditional functions of the criminal justice system, do not always effectively resolve problems. Giving officers, who have great insight into community problems, the discretion to design solutions is extremely valuable to solving the problems. Police use a variety of methods to redress recurrent problems. Community policing is a subset of P.O.P.; the community values police involvement in non-criminal problems and recognizes the contribution the police can make to

solving these problems. Working together always gives the best result. SPD has a trained Subject Matter Expert in Data Driven Approaches to Crime and Traffic Safety (DDACTS). DDACTS is a nationally recognized program based on Problem Oriented Policing that focuses on citizen safety and crime prevention. DDACTS integrates location-based crime and traffic data to establish effective and efficient methods for deploying law enforcement and other resources. DDACTS uses traffic enforcement strategies that play a dual role in fighting crime and reducing crashes and traffic violations. SPD is the recognized go-to agency at the state level and provides training on this topic.

The Communications Center is staffed and operated on a twenty-four (24) hour basis to provide continuous communications and support services to all of Sheridan County, including all 911 calls. This includes the Sheridan Police Department, Sheridan County Sheriff's Office (including after hours support), nine (9) fire/ems agencies, providing support services for six (6) additional law enforcement agencies and the Sheridan County Prosecutor's Office.

The budgeted staff for the SPD is 30 sworn officers, 10 communications officers, 2 community service officers, 4 administrative services and records staff, and 1 evidence technician for a total of 47 staff members.

Public Works Department

The Public Works Department is made up of the following City divisions: Engineering, Planning, Building, Streets and Signs, Parks and Cemetery, Weed Pest and Arborist, and the Kendrick Municipal Golf Course. Each of these divisions have their own organizational chart and all departments report to the Public Works Director.

The Engineering Department is in charge of managing the Capital Improvement Plan, which includes planning and financing for major capital projects. Engineering works closely with State agencies to provide funding for projects such as the Wyoming State Revolving Fund and Mineral Royalty Grants. The department also finds other funding sources to help out the Capital Improvement Plan.The Engineering Department is also responsible to reviewing all City infrastructure and private development, like subdivisions within the City. In addition, the department provides construction support to all divisions within the City. This includes overseeing the design and construction of all utility projects before they are passed on to the Utilities Department to maintain.

The Planning Department is responsible for orderly development of the community.

Staff interprets, enforces, and applies the zoning, subdivision, and sign ordinances for the City. Subdivisions of land, changes of zone, and annexations are items the planning staff reviews and then prepares reports for Planning Commission and City Council consideration. Staff also reviews building permits for compliance with applicable zoning and sign codes. The Planning Department maintains and updates a variety of plans, to include the overall Land Use Plan and several area plans and Planned Unit Development (PUD) master plans. Planning staff currently includes one planning technician and the Community Development Director who oversees both the Planning Division and the Building Departments.



The Building Department is responsible for the safety and integrity of new construction. The Building Department adopts and enforces the International Building Code, which includes fire, plumbing, mechanical, structural, and related codes. The Building Department also adopts and enforces the National Electric Code. The Building Department operates the one-stop shop permit counter from 7:00 AM to 5:00 PM Monday through Friday. Projects are evaluated in the plan review stage and once approved are inspected through the construction with periodic scheduled inspections.

The Building Department also assists with facilities maintenance management for many of the City owned buildings and properties. The Building Department staff includes one building official, one permit technician, one plans examiner, and two inspectors. The city retains home rule on fire and electrical inspections and plan reviews by maintaining adequate certifications through our employees.

The Street and Sign Division is responsible for the maintenance of all public street lights and signage. They maintain all public roads, sidewalks, levee systems, and storm sewers within the City of Sheridan. In addition, the Street and Sign Division works closely with the Engineering Department on all rotomill, overlay and chipseal projects within the City. The Streets Department is usually one of the first called in

during any major storm event. During winter months, the Department is responsible for all snow removal and pick up, road sanding, and plowing.

The Parks and Cemetery Division is responsible for the maintenance, improvement, and beautification of all City parks, open spaces and the structures within these areas. This includes, but is not limited to: mowing, cleaning and maintenance of public parks and pathways, maintenance and winterization of all City sprinkler systems, and general upkeep of all of the City's greenspace. In winter months, the Parks Department is in charge of snow removal on all public pathways, bridges, and any City owned sidewalks or properties. The Cemetery personnel are responsible for maintenance and beautification of the Cemetery grounds. Additionally, the Cemetery Department is responsible for coordination and communication for burials and plot sales. When able, they assist the Parks Department with duties.

The Weed, Pest, and Arborist Department is responsible for controlling weeds and pests within the City. This includes spraying for mosquitoes in the spring and summer, and spraying to maintain control of weeds within City green spaces. Additionally, the Arborist is in charge of upkeeping all City street and park trees to maintain Sheridan's urban forest.

The Public Works Department is also tasked with managing the contract with the Golf Pro at the Kendrick Municipal Golf Course. All capital improvement and significant changes to the Golf Course must be approved by the Public Works Director. The Kendrick Municipal Golf Course is an 18-hole, 72 Par, course built in 1934. The course spans over 6,000 yards and includes a Clubhouse, Driving range, and a choice to play either 9 or 18 holes.

In conclusion, the Department of Public Works is involved in many aspects of the maintenance and development of the City of Sheridan. Some examples of work Public Works has been involved with include: the remodel of the Police Department, Senior Center, Blackbox Theatre, Hallmark Building, and the UM Service Center. Nearly all aspects of development within the City of Sheridan can be tied back to involvement with the Public Works Department, as it is an integral part of our City Government.

Travel and Tourism

MISSION

Efficiently leverage lodging tax funds to unify, inspire and lead the local travel industry in marketing Sheridan, Wyoming as a year-round individual, meeting,

incentive and group destination to both domestic and international markets, in a manner that is consistent with Sheridan's community values.

VISION
Promote the icons, outlaws, adventures and epic stories of the WYLD WEST.

IDENTITY
A breathtaking vision of the New West, Sheridan is Wyoming's emerald city. This is a place where cowboys convene over craft beer and coffee, where antelope spring over canvasses colored with Indian Paintbrush, and where the majestic peaks of northern Wyoming stand forever proud. Cradled by the iconic Bighorn Mountains, Sheridan extends a warm hospitality as legendary as the streets of historic downtown. Fabled cowboys once kicked up their boots at the Sheridan Inn, while modern mavericks revel in Old West charm at Sheridan's bistros, cafes and brewpubs. From the stage of the WYO Theater and the fine art lining the walls of the Brinton Museum to the multitude of Indian battle sites, former military outposts and historic attractions, arts and culture are alive and thriving throughout Sheridan.

Utilities

The City of Sheridan Utilities Department (Department) provides many critical services to the community consisting of Water Supply and Treatment, Wastewater Treatment, Solid Waste Collection and Disposal, and a comprehensive range of services to our citizens provided through our Customer Service Division. The Department is comprised of seven (7) individual divisions, consisting of sixty-five (65) employees all which serve key roles in delivering these services in an efficient, effective manner with an emphasis on providing exceptional customer service. The divisions and services making up the Department are described as follows and visually associated in the Department's organizational chart.

Department Structure & Functions
Utilities Administration - This division is located on first floor, City Hall, consists of four (4) staff members, and provides administration of Department operations to include utility focused budgeting, planning, permitting, regulating, and technical services.

Water Supply & Treatment - This division is comprised of ten (10) staff members which are state certified operators that oversee and operate two water treatment plants (WTP), a freshwater intake facility and the City's water storage reservoir in the Big Horn National Forest referred to as Twin Lakes. They are responsible for

providing safe, clean drinking water to the City and Sheridan Area Water Supply Joint Powers Board (SAWSJPB) in compliance with the Safe Drinking Water Act under the regulation of the Environmental Protection Agency (EPA).

Wastewater Treatment - This division is comprised of seven (7) staff members, which are state certified operators in wastewater treatment, that oversee the operations of the City's wastewater treatment plant (WWTP) located on Fort Road. They are responsible for treating Sheridan's wastewater to a standard in compliance with the Clean Water Act under the regulation of the Wyoming Department of Environmental Quality (WDEQ).

Utility Maintenance - This division is comprised of eleven (11) staff members which are state certified operators in water distribution and wastewater collection, that oversee the operations and maintenance of the water distribution system for the City and SAWS as well as the wastewater collection system for the City. Their operations facility is located on Kroe Lane. They ensure the systems they manage deliver clean water from the WTP's safety and effectively to the customer, and that the wastewater generated by our customers is delivered responsibly and effectively to the WWTP. They do this in compliance with WDEQ regulations for water distribution and wastewater collection systems.

Solid Waste - This division consists of Solid Waste Administration (2 staff), Sanitation/Recycling Collection (19 staff), and Landfill Operations (10 staff). These operations facilities are located on Kroe Lane (Sanitation/Recycling) and Eastridge Road (Administration and Landfill). They oversee the operations of the City's residential and commercial solid waste collection and disposal operations to include curbside recycling collection, drop-site recycling collection, recycling center operation, and operation of a landfill that serves all of Sheridan County. They are responsible for operating the landfill in compliance with the rules and regulations established by the WDEQ Solid and Hazardous Waste Division.

Customer Service - This division consists of five (5) staff members and is located on first floor City Hall. Their primary services are performing all utility billing, collections, and municipal Clerk of Court functions. They provide customer service support to the entire organization by serving as a convenient and accessible resource for our customers/citizens to get the majority of their needs addressed and business handled. This division is funded from the City's general fund: however it resides within the Utilities Department under the supervision and management of the Utilities Director.

Information Technology - This division was established in July 2018 and consists of a single staff member the IT Division Manager. This division provides IT network administration, overall systems management, and system support for the entire organization. This division is funded from the City's general fund; however, it resides within the Utilities Department under the supervision and management of the Utilities Director.

Budgets & Financial Responsibility

The Utilities Department consists of three (3) enterprise funds which provide for the continued operation of the associated divisions to ensure provision of their key services to the community. These enterprise funds operate on a cash basis where revenues are received and collected through user rates and fees. The three enterprise funds supporting the Utilities Department operations are the Water Fund, Sewer Fund, and Solid Waste Fund. The financial stability and health of each of these funds is evaluated through rate studies and financial plans for each conducted every three years, yet are updated/confirmed annually by Utilities Administration leading into the annual budget process. The health of each utility enterprise fund along with recommended rates for future years can be found in the executive summaries of each enterprise fund's updates to their rate study and financial plans. Each division within the Utilities Department is led by a Supervisor or Superintendent that establishes their division's annual budget and are responsible for managing those budgets throughout the fiscal year. Utilities Administration is responsible for all the division budgets and the fiscal health of all enterprise funds as well as the two (2) general fund divisions that make up the Utilities Department.

Governing Regulations

The City of Sheridan (City) is committed to providing safe drinking water, wastewater treatment, and landfill services to the community. The provision of these services is under federal regulation administered by the Environmental Protection Agency (EPA) and Wyoming Department of Environmental Quality (WDEQ). The EPA directly regulates the City's water treatment processes in compliance with the Safe Drinking Water Act. The WDEQ regulates our wastewater treatment and landfill operations to be in compliance with the Clean Water Act.

WDEQ establishes standards for design, permitting and construction of water distribution and and sewer collection systems. Primacy of administering these standards and the permitting process has been granted to the City of Sheridan with the Utilities Director designated as the regulating authority. This authority is per the "Delegation Agreement" between the City and WDEQ (Appendix U). In keeping with this agreement, the City has developed and maintains a set of Public Infrastructure

Design Standards and Construction Specifications which are used by staff and the Utilities Director to regulate the design, permitting, and construction of all public infrastructure within the City of Sheridan.

Chapter 8 - Boards and Commissions

Introduction

The various boards, commissions and joint powers board which will be discussed have been created by Wyoming State Statute or City Ordinance. These Boards and Commissions are different than a City Council Committee which may be created periodically for the purpose of researching or discussing a specific topic. The Boards and Commissions discussed below are ongoing and continuous. They are created by Statute Statute, like the Board of Adjustment, by Ordinance , like the Tree Board, or by a Joint Powers Agreement, like the Sheridan Economic & Education Development Commission (SEEDA). There is little difference between a board, committee or commission and the terms are often used interchangeably. Each board and commission is a public agency required to follow the same open meeting rules as the City Council.

This document is a brief overview of the Boards and Commissions associated with the City of Sheridan. Further information on each may be found in the electronic file containing all bylaws for these Boards and Commissions.

Some of these Boards and Commissions have members which are required to be part of the Governing Body. The positions on these Boards and Commissions come up for availability periodically. The means of appointment vary but typically they are appointed by the Mayor with consent of Council. The Boards and Commissions which include a member of the Governing Body are: Sheridan Area Water System (SAWS), Sheridan Economic and Education Development Authority (SEEDA), Juvenile Joint Powers Board, Employee Relations Committee, Forward Sheridan, NEW Growth Alliance (NEWGA), Northeast Wyoming Municipal Leaders (NEWY), Sheridan Travel and Tourism (STT), Sheridan Public Arts Committee (SPAC), Sheridan-Johnson Critical Air Service Team (CAST), Tree Board, Fire Civil Service Commission, Police Civil Service Commission, Sheridan County Recreation District, Downtown Development Authority (DDA), and Downtown Sheridan Association (DSA).

Board of Adjustment

Purpose of the Board of Adjustment

The Board of Adjustment (BOA) hears appeals on decisions made by any administrative official in enforcing the City's zoning ordinance, hears special exemption requests, hears zoning ordinance variance requests, may authorize the continuance of any nonconforming use if no enforcement action has occurred within five years, and takes action on any other matter required by a local jurisdiction's ordinance[49].

The BOA is to interpret the City's zoning map, grant temporary use variances in certain conditions, allows for the extension of a preexisting nonconforming building, grant variances to public and private utilities, and grant sign ordinance variances in the downtown[50].

The Board of Adjustment is a quasi-judicial board. It's decisions may only be overturned through an appeal to the Fourth Judicial District Court[51].

Finding of Fact and Conclusions of Law

Anytime the Board of Adjustment makes a decision it must make findings of fact. Findings of fact are required by state law. Findings of fact are any pieces of information that the Board holds to be "true." Conclusions of law are the determination that the board makes based on its findings, and applicable state law and City Code[52].

City Code requires that findings are not contrary to the public interest, that special conditions create a situation where a literal enforcement of the provisions of the effected ordinance will result in unnecessary hardship, and that the spirit of the zoning ordinance is being met[53].

City Code requires findings for special exemptions. The Board must consider whether the exemption requested is listed as an allowed special exemption within the zoning district in which the property is located, that the use is consistent with the goals, policies, and recommend future land use of the adopted master plan, that the granting of the exemption is in harmony with the general purposes and intent of

[49] W.S. 15-1-607 + 608
[50] Ordinance Appendix A Section 14
[51] W.S. 15-1-609
[52] See generally: W.S. 15-1-608;
[53] Ordinance Appendix A Section 14

the ordinance and the exemption will not be injurious to the neighborhood or otherwise detrimental to the public welfare[54].

Appointments

The board shall consist of five members to be appointed by the Mayor with consent of the City Council[55]. The term of each member shall be three years. Vacancies shall be filled for the unexpired term of any member whose term becomes vacant. The members of the Board shall elect annually from among their number a chairman to serve for a term of one year. The City Council shall have the power to remove any member of the Board for cause upon written charges and after public hearing[56].

[54] Ordinance Appendix A Section 14
[55] W.S. 15-1-605; Ordinance Appendix A Section 14
* The Sheridan Ordinance only references appointment by Council which is contrary to Statute and therefore Statute controls
[56] W.S. 15-1-605; Ordinance Appendix A Section 14

Board of Appeals

Purpose of the Board of Appeals

The Board of Appeals hears determinations made by City officials regarding the City of Sheridan building and fire codes during a building or construction process[57].

The Board further promulgates rules and regulations as it deems advisable for the administration of its affairs, subject to confirmation by the City Council prior to final promulgation[58].

Standard of Review

The standard of review by which the Board will evaluate issue(s) brought to it on appeal shall be primarily based on the intent of City of Sheridan Code within a standard of reasonableness and consideration given to alternative methods which may reasonably satisfy the intent. Any alternative method, means or material proposed by the appellant to reasonably satisfy the intent of the City Code and which reasonably satisfies the intent and purpose of the building and/or fire codes adopted by the City of Sheridan will be considered by the Board[59].

Appeals to the Board shall be in writing and delivered to the City Clerk's office. The Board shall consider the appeal within fifteen business days of the filing of notice of appeal, and shall issue its decision on the appeal no later than five business days thereafter[60].

Appointments

The Board shall be appointed by the Mayor with the confirmation of the City Council. The Board shall consist of five area residents who are qualified by experience or training in the construction or development industry and process, such as general contractors, developers or tradesmen. The term of each member shall be three years. A quorum shall consist of a majority of the Board Members[61].

[57] Ordinance 29-2
[58] Ordinance 29-2(c)
[59] Ordinance 29-2(d)
[60] Ordinance 29-2(e)
[61] Ordinance 29-2 (b)

Critical Air Service Team

Purpose of the Critical Air Service Team
CAST is a collaborative venture between stakeholders in Sheridan and Johnson Counties to ensure the people of these communities have reliable, affordable and easy-to-access air service. As regional hubs, air service is a critical component to both economic development and quality of life in these communities.

The air service partnership with Denver Air Connection is truly unique in the industry. Unlike air service in other communities, the partnership with Denver Air Connection allows the communities of Sheridan and Johnson Counties an unprecedented level of control over terms of the air service, particularly when it comes to setting the rates for airfare.

Appointments
Per CAST Bylaws, the Board of Directors shall consist of up to fifteen Directors. The Board of Directors may also designate any number of ex-officio, non-voting members who shall not be counted for the purpose of determining the quorum but are able to serve the organization in an advisory capacity. The appointed Directors and ex-officio members of the Board of Directors may include but are not limited to:

- The Mayor or his or her designee of any incorporated community in Sheridan County and Johnson County;
- A representative of the Board of Commissioners of Sheridan County and Johnson County;
- A representative of the Sheridan County Chamber of Commerce;
- A representative of the Buffalo Chamber of Commerce and, or JOCO Economic Development;
- A representative of Forward Sheridan, Inc;
- A representative of Sheridan Travel and Tourism;
- The manager of the Sheridan County Airport;
- Other individuals with expertise or interest in the maintenance and improvement of commercial air service in the community including individuals representing various business and industry sectors, civic and cultural organizations, and educational institutions.

For further references, please see CAST Bylaws

Downtown Development Authority

Purpose of the Downtown Development Authority

The Sheridan Downtown Development Authority is a development agency responsible for making improvements in the downtown Sheridan area. Working in partnership with the Downtown Sheridan Association, the Authority focuses on projects that benefit the entire community. The mission of the SDDA is to grow, strengthen, and promote the economic health and vitality of downtown Sheridan[62].

The SDDA builds public and private investment partnerships that promote the economic growth of Sheridan. To do this, SDDA uses tools such as tax increment financing, which captures a defined portion of the property revenues in a designated area in Sheridan[63].

A five-member board and one City Councilor work hand in hand with the DSA to implement downtown Sheridan's development plan. One member of the SDDA also serves on the DSA board to ensure communication and success between the two groups[64].

Services and Initiatives:

- Pursue capital projects
- Acquire and dispose of property
- Create public/private partnerships for development projects
- Provide funding stream for development projects
- Parking management
- Marketing
- Downtown maintenance and appearance
- Business support
- Committing to long-term economic stability

[62] W.S. 15-9-207; See generally Ordinance 2-76
[63] W.S. 15-9-207 through 15-9-222; Ordinance 2-77
[64] Ordinance 2-73

Creation of the Downtown Development Authority
The authority is allowed by Wyoming Statute to be created by a municipality. Its creations requires that it be established in a manner which allows it to act similarly to a private corporation. The area which is part of the SDDA is set by ordinance.

Powers and Duties of the Authority
(a) The board, subject to the provisions of the Act and other applicable provisions of law, shall have all powers customarily vested in the board of directors of a corporation. It shall exercise supervisory control over the activities of the director and the staff of the authority in carrying out its authorized powers. The Board may also[65]:

(1) Appoint and remove a director and other staff members, who shall be employed upon recommendation of the director, and prescribe their duties and fix their compensation;

(2) At the request of the governing body, prepare an analysis of economic changes taking place in the central business district of the municipality;

(3) Study and analyze the impact of metropolitan growth upon the central business district;

(4) Plan and propose, within the downtown development area, plans of development for public facilities and other improvements to public or private property of all kinds, including removal, site preparation, renovation, repair, remodeling, reconstruction or other changes in existing buildings which may be necessary or appropriate to the execution of any development plan which in the opinion of the Board will aid and improve the downtown development area;

(5) Implement any plan of development, whether economic or physical, in the downtown development area as is necessary to carry out its functions;

(6) In cooperation with the planning board and the planning department of the municipality, develop long-range plans designed to carry out the purposes of the authority and to promote the economic growth of the district, and implement education and public relations programs to persuade property owners and business proprietors to implement such plans to the fullest extent possible;

(7) Retain and fix the compensation of legal counsel to advise the Board in the

[65] W.S. 15-9-203; W.S. 15-9-207 through 209; Ordinance 2-76

proper performance of its duties;

(8) Make and enter into all contracts necessary or incidental to the exercise of its powers and the performance of its duties.

(9) Additionally, the authority shall have all other powers and duties enumerated in or reasonably implied from the Act and any Wyoming Statutes[66].

Appointments
The authority shall be under the direct supervision and control of a Board consisting of five members appointed by Sheridan City Council. A majority of the members of the authority, except any member from the City Council, shall reside, be a lessee or own property within the designated downtown development district[67].
The board shall be constituted as follows:

At least one member shall be a member of the City Council, appointed to serve at the pleasure of the City Council.

Appointments to fill vacancies shall be for unexpired term, and shall be made within thirty days after the occurrence of said vacancy[68].

The Board shall adopt and promulgate rules and/or bylaws governing its procedure, including election of officers. The rules/bylaws shall be filed in the office of the Sheridan City Clerk. The Board shall hold regular or special meetings in the manner provided by the Board. All meetings of the Board shall be open to the public except those dealing with land acquisition or sales, personnel matters, legal matters or other matters exempted from the public meeting laws of the State of Wyoming. Members of the Board shall serve without compensation, but they may be reimbursed for actual and necessary expenses[69].

[66] W.S. 15-9-203; W.S. 15-9-207 through 209; Ordinance 2-76
[67] W.S. 15-9-205; Ordinance 2-73
[68] W.S. 15-9-205; Ordinance 2-73
[69] W.S. 15-9-206(c); Ordinance 2-73

Downtown Sheridan Association

Purpose of the Downtown Sheridan Association

The purpose of the Downtown Sheridan Association is to promote the economic life and well-being of the business district of Sheridan through the organization of various community groups, by conducting seminars and other educational programs concerning the improvement of Sheridan's business district, the promotion of the business district as the center for the Sheridan Community, the use of design by enhancing the visual quality of the business district and economic restructuring of the downtown economy through the diversification and recruitment of new stores and the conversion of unused space into usable space and to solicit, hold, and invest money, property, both real and personal, including money and property received by gift contribution, bequest, or devise; to sell and convert property both real and personal into cash; and to use these funds for the purpose for which this corporation was formed.

Appointments

The number of Directors of the Association shall be an uneven number with no less than 11 and no more than 17. Directors shall serve terms of three years. Directors shall be nominated by action of the then serving members of the Board; and elected at the annual meeting of the members. If vacancies occur between annual meetings, the vacant positions may be filled by action of the Board with such positions to be held until confirmed or replaced by action of the members at the next annual meeting. By a majority vote of the Board of Directors, its membership may be increased to include no more than four non-voting board members as ex-officio members. A majority of the Board of Directors constitutes a quorum.

For References, please see the DSA Bylaws.

Employee Relations Committee

Purpose of the Employee Relations Committee

The Employee Relations Committee's mission is to exchange information and concerns that may affect either the City or employees and to promote a harmonious relationship. The Committee may discuss any topic of interest to its members, and shall endeavor to be a genuine avenue of communication between employees and the governing body[70].

The underlying purposes of the Committee and related Ordinances are to[71]:

(1) To provide public employees the option to meet and confer with the City;

(2) To promote harmonious, peaceful and cooperative relationships between public employees and the City;

(3) To protect the public interest by assuring, at all times, the safe, orderly, efficient and timely operation of all City departments, delivery of services and instrumentalities of local government

Appointments

The Employee Relations Committee shall be a standing committee and shall consist of two members of the governing body selected by the City Council, two exempt City employees, and two nonexempt City employees from each public safety (police or fire/rescue), public works, and administration. The overall goal is an evenly balanced committee that represents all City employees[72].

The Committee shall meet at the request of any committee member, but not more often than monthly, or less often than quarterly.

Employees of each respective department shall nominate members for the Committee. If more candidates are nominated then there are positions to fill, those so nominated shall agree among themselves as to which two shall serve . Members shall serve for one year.

[70] Ordinance 14B-12
[71] Ordinance 14B-12
[72] Ordinance 14B-12(b)

Fire Civil Service Commission

Purpose of the Fire Civil Service Commission

Wyoming State Statute 15-5-101 defines and requires the establishment of a fire department civil service commission. The purpose of the Fire Civil Service Commission is to certify a list of eligible persons to the governing body for hire. More details may be obtained from the Rules and Regulations Packet for the City of Sheridan provided by the Human Resources Department.

Appointments

Each commission consists of three (3) members who shall be appointed by the City Administrator and confirmed by the governing body. Each commissioner shall be a qualified elector of the City and serve without compensation for a term of three (3) years and until his successor is appointed and qualified. Not more than one (1) commissioner may be appointed from the governing body, and no officer or employee in the fire or police department is eligible to appointment or service as a commissioner. In the case of a vacancy or disqualification of any commissioner, the City Administrator, with the consent of the governing body, may appoint a person to serve during the unexpired portion of the term and until a commissioner is appointed and qualified[73].

Before entering on the duties of their offices, all commissioners shall take and subscribe before the City of Sheridan Clerk, an oath or affirmation that they will not appoint or remove any person because of his political opinions or for any reason other than the person's fitness or unfitness. The oaths or affirmations shall be filed with the City Clerk[74].

[73] W.S. 15-5-103, Charter Ordinance 2158
[74] W.S. 15-5-103(b)

Forward Sheridan

Purpose of Forward Sheridan

Forward Sheridan is the professional business organization of invested partners whose purposes are to maintain, develop, and support economic vitality in Sheridan County. Forward Sheridan's vision is to be the "go to" organization for business entities at start up, expansion, or relocation providing local leadership, and productive governmental relationships.

Appointments

The City of Sheridan shall have one seat on the Forward Sheridan Board of Directors.

For References, please see the Economic Development Agreement between Forward Sheridan and City of Sheridan.

Juvenile Justice Joint Powers Board

Purpose of the Juvenile Justice Joint Powers Board
To develop a comprehensive plan for the prevention of juvenile crime, assess and nurture existing and appropriate programs of intervention and the establishment of additional programs of intervention in cases of juvenile crime or where a child's welfare is at risk, and the construction and implementation of facilities, programs and policies essential for the needs of youth in the Sheridan County community.

Appointments
The Juvenile Justice Joint Powers Board has seven (7) board members serving three year terms. The members consist of a member from each of the following governing bodies: the Sheridan City Council, the Sheridan County Board of County Commissioners, ,the Ranchester Town Council, the Dayton Town Council, and a representative of the Town of Clearmont. Two additional members shall be selected by the combined determination of the participating agencies.

A vacancy in term shall be filled within thirty days from the date the vacancy occurs by appointment of the participating agency which appointed the member with respect to whom the vacancy occurred. The appointment shall be for the unexpired portion of the term of the member who was replaced.

For References, please see the Sheridan Juvenile Justice Commission Joint Powers Agreement

Planning Commission

Purpose of the Planning Commission

The Planning Commission was created to plan for and regulate the orderly development of the incorporated and unincorporated areas in and around the City of Sheridan. The Commission prepares and recommends to the City Council a comprehensive plan for development of the City, reviews zoning and development proposals for compliance, prepares regulations governing the subdivision of land for recommendation to the City Council, advises the City Council on proposed changes to the zoning regulations or the Zoning Map, and cooperates with and assists other planning commissions, boards, and agencies as required[75].

Meetings

All Commission meetings are public meetings and held in compliance with Wyoming law. Notice shall be posted giving the time and place of the meeting and the scheduled agenda. Notice includes advertising in a newspaper of general circulation at least one week prior to the regularly scheduled meeting and mailing notice of the date and time of the Commission meeting to all property owners within three hundred feet of the boundaries of the proposed project[76].



A quorum for the Committee will consist of a majority of the appointed members of the Commission. A member declaring conflict of interest is counted as present for the purpose of determining a quorum[77].

Appointments

The Commission shall consist of seven members, all residents of the City of Sheridan, duly appointed by the Mayor and confirmed by the City Council. No

[75] W.S. 15-1-502; Ordinance 2-10; Ordinance 996; Ordinance 1090; Ordinance 1358
[76] W.S. 15-1-503 + 509
[77] Ordinance 2-17

member of the City Council, Board of Adjustments, nor City employee shall serve on the Planning Commission[78].

Members are to be appointed to three year terms[79]. Members may be reappointed for consecutive terms, but it is recommended that no member should be reappointed after having served 12 years consecutively.

If a vacancy occurs, the Mayor shall fill the vacancy by appointment, as confirmed by the Council, for the unexpired term[80]. Attending less than fifty percent of the regular meetings in any calendar year or missing three or more consecutive regular meetings without notification are causes for removal from the Commission.

[78] W.S. 15-1-502; Ordinance 2-10 + 11
[79] Ordinance 2-11
[80] Ordinance 2-12

Police Civil Service Commission

Purpose of the Police Civil Service Commission
Wyoming State Statute 15-5-101 defines a police department civil service commission.

Appointments
The Police Civil Service Commission shall consists of three (3) members who shall be appointed by the mayor and confirmed by the governing body. Each commissioner shall be a qualified elector of the city and serve without compensation for a term of three (3) years and until his successor is appointed and qualified. Not more than one (1) commissioner may be appointed from the governing body, and no officer or employee in the fire or police department is eligible to appointment or service as a commissioner. In the case of a vacancy or disqualification of any commissioner, the Mayor, with the consent of the governing body, may appoint a person to serve during the unexpired portion of the term and until a commissioner is appointed and qualified[81].

Before entering on the duties of their offices, all commissioners shall take and subscribe before the Clerk of the municipality, an oath or affirmation that in no event will they
appoint or remove any person because of his political opinions or for any reason other than the person's fitness or unfitness. The oaths or affirmations shall be filed with the City Clerk[82].

[81] W.S. 15-5-103; Ordinance 22-5
[82] W.S. 15-5-103(b)

Sheridan Economic and Educational Development Joint Powers Board

Purpose of the SEEDA JPB

The purpose of SEEDA is to create an entity by which the participating agencies (the City of Sheridan and the Northern Wyoming Community College District) 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.

SEEDA is intended to provide a mechanism to facilitate grants; provide a mechanism for nonprofit entities, associations, foundations, and others to make investments in projects; 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; provide long-term stability in the management of assets without disruption by shorter term political and personnel changes in the participating agencies; and provide for the financing and development of workforce training or job creation initiatives.

Appointments

The composition of the SEEDA JPB shall consist of the following:

(a) Each of the two participating agencies shall appoint one member from its governing body;

(b) Each of the two participating agencies shall appoint one member at large;

(c) The final member shall be appointed by unanimous consent of the governing bodies of the two participating agencies; and

(d) All persons appointed to serve on the Joint Powers Board shall be qualified electors of Sheridan County, Wyoming.

Members of the board shall serve three year terms.

For References, please see the Amended and Restated SEEDA Joint Powers Agreement

Sheridan Area Water Supply Joint Powers Board

Purpose of the SAWS JPB

The Sheridan Area Water Supply JPB (City of Sheridan and Sheridan County) is the rural water system surrounding the City of Sheridan. SAWS takes applications to connect to the water system, prepares water service agreements with developers, and administers board business such as monthly meetings, budget and finances, and contracts with consultants and contractors. The JPB maintains records, conducts future planning, and coordinates with the City of Sheridan for billing and maintenance of the water system.

The physical system of reservoirs, intakes, treatment plants, water storage tanks, pumping stations, transmission mains, distribution mains and meters are operated and maintained by the City of Sheridan Utility Department. The City of Sheridan also is responsible for billings SAWS customers and collecting and depositing the revenues to the SAWS operating account.

Appointments

The Joint Powers Board consists of six members consisting of qualified electors of Sheridan County, at least three of which shall be residents of the City of Sheridan. Three of the members shall be appointed by the Sheridan City Council , and three of the members shall be appointed by the Sheridan County Commissioners. The three members to be appointed by the City Council shall be the Mayor and two members of the City Council. The three members to be appointed by the Board of County Commissioners shall be three Commissioners.

For References, please see the SAWS Joint Powers Board Agreement and Amendments

Sheridan Recreation District

Purpose of the Sheridan Recreation District

The Sheridan Recreation District was created per Wyoming Statute 18-9-202 between the City of Sheridan and Sheridan School District #2. The mission of the Sheridan Recreation District is to provide a wide range of opportunities to meet the needs of all segments of the community. This includes the provision of group and individual programming to promote positive, constructive social, cultural, physiological, emotional and psychological development within the population served. It also includes provisional of safe, clean, well maintained and functional facilities for active and passive use by constituents. A further mission is to contribute to the economic climate of the community through provisions of programs and facilities that attract regional and national participation and travelers to the Sheridan area.

Appointments

The Board shall be comprised of seven (7) members with staggered terms and an alternating majority. The parties exchange the majority each year in accordance with the appointment schedule. The City and the School may appoint as their respective representatives any person of legal age residing within the boundaries of the appointing entity, including elected members of the City Council or the School Board. The District Board shall at all times have at, least one (1) member from the City Council and one (1) member from the School Board. The terms of office for each appointee shall be three (3) years, and no appointee shall serve more than nine (9) years in succession. If vacancies occur, the entity which originally made the vacated appointment shall reappoint a person to fill the unexpired term. All District Board members shall comply with the Sheridan Recreation District Rules and Regulations, which shall be reviewed annually. Appointments to the District Board shall be made by the appointing entity in June of each year with the appointees to begin their term at the District Board's regular meeting in July of the same year.



For References, see Rec. District By-Laws, see Rec. District Operating Agreement, please see the City of Sheridan and Sheridan County School District #2 Agreement

Sheridan Public Arts Committee

Purpose of the Sheridan Public Arts Committee
The purpose of the Sheridan Public Arts Committee is to select and manage visual works of art displayed in an outdoor City-owned area, on the exterior of any City-owned facility, inside any City-owned facility in areas open to the public, or on non-City property open to the public if the work of art is financed, either wholly or in part, with City funds or grants procured by the City. Art is vitally important to the quality of life of the citizens of the City, and the program is intended to encourage and enhance artistic expression and appreciation and to add value to the community through acquiring, exhibiting and maintaining public art.

Appointments
The SPAC board consists of up to to 15 members who serve 3 year terms. Members are appointed by the Mayor with consent of the City Council. Vacancies may be declared by the SPAC chair for any member who has three or more unexcused meeting absences within a year.

For References, please see Resolution 46-18



Sheridan Travel and Tourism

Purpose of Sheridan Travel and Tourism

The Sheridan Travel & Tourism Board is allowed per Wyoming Statute. Currently, this Board is solely a City of Sheridan Board. Should the lodging tax pass in November 2018, a new Joint Powers Board will be created between the County and all the municipalities. The purpose of Sheridan Travel and Tourism is to promote, invite, and encourage all types of state, regional and national conventions, travelers and tourists to visit the City of Sheridan.



Appointments

The Sheridan Travel and Tourism Board of Commissioners are appointed by the Mayor of the City of Sheridan to represent the local travel and tourism industry. Each appointed member shall serve for a term of three years from the date of appointment, except when filling an incomplete term. No appointed member shall serve more than two consecutive full terms.

For References, please see Ordinance 1993

Tree Board

Purpose of the Tree Board

It shall be the responsibility of the City Tree Board to study, investigate, counsel, and develop written standards, rules, and regulations for the care, preservation, pruning, planting, replanting, removal, or disposition of trees and shrubs in public ways, streets and alleys. Such standards will be presented to the City Council, and approval, shall constitute the official city tree rules, regulations, the comprehensive City tree plan. The Tree Board, when requested by City Council, shall consider, investigate, make findings, report, and recommend upon any special matter or question coming within the scope of its responsibilities[83].

Appointments

The Tree Board consists of the Public Works Director and/or one of his or her representatives, and up to six members at large who are residents or conduct business in Sheridan. One member must be an arborist certified by the International Society of Arboriculture (ISA). The members are appointed by the Mayor with the approval of City Council. The term of the members, other than that of the Public Works Director, shall be two years. In the event of a vacancy during the term of any appointed member, his or her successor shall be appointed by the Mayor for the unexpired portion of the term. At large members of the board shall serve without compensation.

[83] City of Sheridan Ordinance 26-2

Additional Resources - Google Shared Drive

Administration

A1 - Charter Ordinance 2158 (City Administrator)
A2 - City Administrator Contract
A3 - Organizational Chart

Attorney

AT1 - Agreement for City Attorney Services
AT2 - City Attorney Summary

Board and Commission Bylaws and Agreements

BC1 - Board of Adjustment
BC2 - Board of Appeals
BC3 - Critical Air Service Team
BC4 - Downtown Development Authority
BC5 - Downtown Sheridan Association
BC6 - Employee Relations Committee
BC7 - Fire Civil Service Commission
BC8 - Forward Sheridan
BC9 - Juvenile Justice Board
BC10 - Law Enforcement Center Joint Powers
BC11 - Planning Commission
BC12 - Police Civil Service Commission
BC13 - Safety Committee
BC14 - SEEDA
BC15 - Sheridan Area Water Supply Joint Powers Board
BC16 - Sheridan Public Arts Committee
BC17 - Sheridan Recreation District
BC18 - Sheridan Travel and Tourism
BC19 - Tree Board

BC20 - NEWGA
BC21 - NEWY

Finance

F1 - 2017 Audit Report
F2 - 2018 Budget

Fire Department

FD1 - Fire Civil Service Rules 2014
FD2 - Fire Civil Service Rules Edits 2018
FD3 - Fire Contract 2018-2019

Human Resources

HR1 - City of Sheridan Benefits Overview
HR2 - Drug and Alcohol Plan
HR3 - Employee Handbook
HR4 - Job Classification and Compensation Plan

Mayor and Council

MC1 - Council Vacancy Memo
MC2 - Line Item Veto Memo
MC3 - Resolution 3-14, Appointment of Council Seat When Vacant

Municipal Court

MCOURT1 - Municipal Court Summary

Police Department

PD1 - Police Civil Service Rules

Public Works

- PW1 - Building
  - PW1.1 - Contractor License Procedures
  - PW1.2 - Fee Resolution 18-17
  - PW1.3 - Journeyman Carpenter Information
  - PW1.4 - Downtown Development Incentive Resolution 6-17
- PW2 - Engineering
  - PW2.1 - 2014 Capital Improvement Plan
  - PW2.2 - City Specification Book
  - PW2.3 - City of Sheridan Design Standards
  - PW2.4 - Engineering Design Standards
  - PW2.5 - Flood Insurance Rate Study
  - PW2.6 - Storm Drainage Manual
  - PW2.7 - Transportation Policy Plan
- PW3 - Parks, Cemetery, Weed and Pest
  - PW3.1 - Evergreen Cemetery Map
  - PW3.2 - Lodges Cemetery Map
  - PW3.3 - Cemetery Committee Recommendation Report
  - PW3.4 - Kendrick Park Master Plan
  - PW3.5 - Pathways and Parks Map
  - PW3.6 - 5th St Park Conceptual Views
  - PW3.7 - Parks and Recreation Draft Plan
  - PW3.8 - South Park Final Report
  - PW3.9 - Thorne Rider Park Final Report
- PW4 - Planning and Community Development
  - PW4.1 - 5th St Corridor Plan
  - PW4.2 - Developer Handbook
  - PW4.3 - Entryway Design Standards
  - PW4.4 - High Tech Park Design Standards
  - PW4.5 - Kendrick Park Master Plan
  - PW4.6 - North Main Master Plan
  - PW4.7 - Sheridan Land Use Plan
  - PW4.8 - Sheridan Joint Land Use Plan
  - PW4.9 - Wrench Ranch Master Plan
- PW5 - Streets
  - PW5.1 - Sheridan Snow and Ice Control Plan
  - PW5.2 - Snow Maintenance Map
  - PW5.3 - Snow Pickup Map

PW5.4 - Street Map

State Statue

Title 12 - Alcoholic Beverages
Title 15 - Cities and Towns
Title 16 - City, County, State, and Local Powers
Title 22 - Elections
Title 39 - Taxation and Revenue

Sheridan Travel and Tourism

STT1 - Marketing Strategy
STT2 - County Wide Primer
STT3 - Visitor Guide

Utilities

U1 - Utilities Governing Rules and Regulations
    U1.1 - Clean Water Act
    U1.2 - Solid Waste Rules and Regulations
    U1.3 - City of Sheridan Public Infrastructure Design Standards
    U1.4 - Safe Drinking Water Act
U2 - County/City Agreement for Sheridan Wastewater Treatment Facilities
U3 - Long Term Water Supply Plan
U4 - Long Term Water Supply Plan First Priority Evaluation
U5 - Organizational Chart
U6 - Water and Sewer Rate Study and Financial Plan
U7 - Water System Master Plan

WAM Documents

2018 Mayor/Council Handbook
FY2019 Budget Handbook
Municipal Finance Report 2016
Municipal Finance Report 2017

CITY OF SHERIDAN, WYOMING

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

Planning

MEMORANDUM

Project Name:	Proposed Approval of Resolution #50-18 Sheridan Hi Tech Gateway III 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:	10/08/2018

Recommendation:

taff recommends the Planning Commission provide a recommendation for approval to the City Council approve Resolution #50-18, Sheridan High Tech Gateway III Subdivision. A request to subdivide one lot into 2, on +13.64 acres, zoned GD Gateway District. Also, a request to vacate any previously platted portions of Hi Tech Drive and Yellowtail Drive right-of-ways remaining within the boundaries of Lot 1 and 2. Located at 1550 Yellowtail Dr., north of Hi Tech Dr

Planning Commission Action: The City of Sheridan Planning Commission recommended approval of Resolution #50-18 at their October 22, 2018 meeting.

Background:

The applicant, Sheridan Economic and Education Development Authority (SEEDA), is requesting to divide an existing lot into two new lots. The site of the proposal is the new Weatherby Headquarters, which is currently under construction. This proposed plat would divide the lots such that Lot 2, a 4.11 acre piece of land, will be available for future development. Proposed Lot 2 does not contain any buildings or site improvements associated with the Weatherby project. It is staff's understanding that should Weatherby require some or all of Lot 2 for future expansion, they will likely receive favorable consideration from SEEDA.

This proposed plat also vacates any remaining portions of Hi Tech Drive and Yellowtail Drive right-of-ways that may lie within the boundaries of proposed Lots 1 and 2. This provision is included in the declaration language on the final plat and cleans up any possible overlaps that may have been inadvertently overlooked with previous replats and administrative replat actions.

Discussion:

Staff offers the following comments on final plat required findings:

1. *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.

2. *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.

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

There are no deviations from the Zoning Ordinance or Subdivision Regulations requested with this proposal.

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

This proposed subdivision is outside of the Airport influence area.

5. *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.*

These lots are currently served by water and sewer at an adequate capacity.

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

plat
aerial
Site plan

CERTIFICATE OF OWNER

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED SHERIDAN ECONOMIC AND EDUCATIONAL DEVELOPMENT AUTHORITY JOINT POWERS BOARD, BEING THE OWNER(S), PROPRIETOR(S) OR PARTY(S) ON INTEREST IN THE LAND SHOWN ON THIS PLAT, DO HEREBY CERTIFY:

THAT THE FOREGOING PLAT DESIGNATED AS SHERIDAN HIGH TECH GATEWAY III SUBDIVISION, IS A REPLAT OF TRACT 1 OF THE SHERIDAN HIGH TECH GATEWAY II SUBDIVISION, TO THE CITY OF SHERIDAN, WYOMING.

SAID REPLAT CONTAINS 13.64 ACRES, MORE OR LESS.

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

THAT THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DOES HEREBY DEDICATE TO THE CITY OF SHERIDAN AND ITS LICENSEES FOR PUBLIC USE FOR THE INDICATED PURPOSED, ALL STREETS, ALLEYS, EASEMENTS AND OTHER PUBLIC LAND WITHIN THE BOUNDARY LINES OF THE PLAT, AS INDICATED, AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE.

UTILITY EASEMENTS, AS DEDICATED ON THIS PLAT, ARE HEREBY DEDICATED TO THE CITY OF SHERIDAN AND ITS LICENSEES FOR PUBLIC USE OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SEWERS, WATER LINES, GAS LINES, ELECTRIC 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.

_____.
DR. PAUL YOUNG, VICE CHAIR
SHERIDAN ECONOMIC AND EDUCATIONAL DEVELOPMENT AUTHORITY
JOINT POWERS BOARD

STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

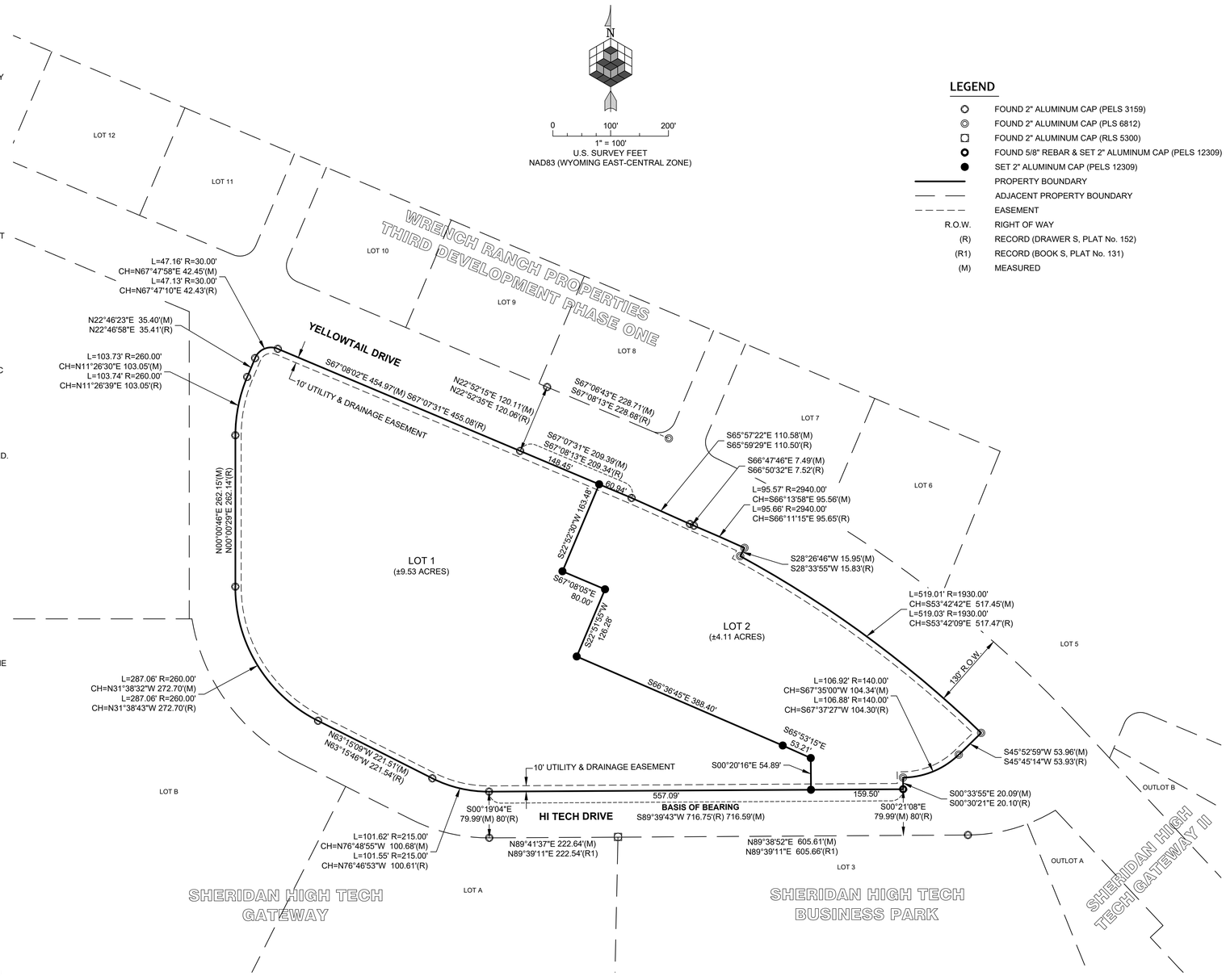
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY:

__DR. PAUL YOUNG__, BEING AN AUTHORIZED REPRESENTATIVE OF THE SHERIDAN ECONOMIC AND EDUCATIONAL DEVELOPMENT AUTHORITY JOINT POWERS BOARD

THIS _____DAY OF _____, 2018.

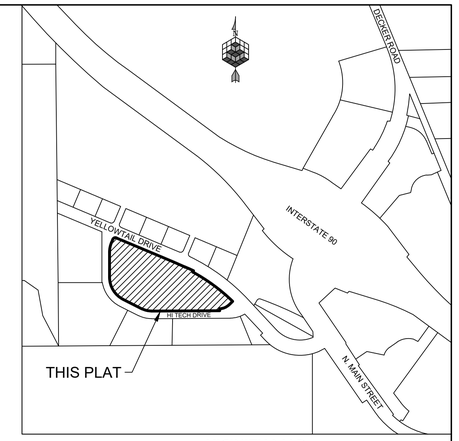
WITNESS MY HAND AND OFFICIAL SEAL _____.
NOTARY PUBLIC

MY COMMISSION EXPIRES:_____.



LEGEND

- FOUND 2" ALUMINUM CAP (PELS 3159)
- FOUND 2" ALUMINUM CAP (PLS 6812)
- FOUND 2" ALUMINUM CAP (RLS 5300)
- FOUND 5/8" REBAR & SET 2" ALUMINUM CAP (PELS 12309)
- SET 2" ALUMINUM CAP (PELS 12309)
- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- EASEMENT
- R.O.W. RIGHT OF WAY
- (R) RECORD (DRAWER S, PLAT No. 152)
- (R1) RECORD (BOOK S, PLAT No. 131)
- (M) MEASURED



VICINITY MAP
SCALE: 1" = 750'

GENERAL NOTES

1. BASIS OF BEARING IS S89°39'43"W PER THE RECORDED PLAT FOR THE SHERIDAN HIGH TECH GATEWAY II SUBDIVISION FOR THE SOUTHERN BOUNDARY ALONG HI TECH DRIVE BETWEEN A FOUND 5/8 INCH REBAR AND FOUND 2-INCH ALUMINUM CAP.
2. THE LAND SURVEY WAS PERFORMED IN U.S. SURVEY FEET AND USED GPS DATA COLLECTED AND PROCESSED WITH A DATUM ADJUSTMENT FACTOR OF 1.00023178371.
3. FOUND MONUMENTS WERE HELD TO REESTABLISH THE BOUNDARIES DEPICTED ON THE PLAT FOR THE SHERIDAN HIGH TECH GATEWAY II SUBDIVISION. THE CURVE RADIUSES FROM THIS PLAT WERE HELD TO REESTABLISH THE BOUNDARIES ALONG CURVES.

CERTIFICATE OF APPROVAL - DIRECTOR OF PUBLIC WORKS

THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS AND PROCEDURES OUTLINED IN THE SUBDIVISION REGULATIONS OF THE CITY OF SHERIDAN, AND CERTIFIED THIS _____ DAY OF _____, 2018, BY THE DIRECTOR OF PUBLIC WORKS OF SHERIDAN, WYOMING.

_____.
DIRECTOR OF PUBLIC WORKS

CERTIFICATE OF REVIEW - PLANNING COMMISSION

REVIEWED BY THE CITY OF SHERIDAN PLANNING COMMISSION

THIS _____ DAY OF _____, 2018.

_____ _____.
ATTEST: VICE-CHAIRMAN CHAIRMAN

CERTIFICATE OF APPROVAL - CITY COUNCIL

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 IN THE OFFICE OF THE CLERK AND RECORDER

AT _____O'CLOCK ___M., THIS _____DAY OF _____, 2018,

AND IS DULY RECORDED IN BOOK _____, PLAT No. _____.

_____.
COUNTY CLERK

SURVEYOR'S CERTIFICATE

I, CRAIG SHAVLIK, 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 SHERIDAN HIGH TECH GATEWAY III 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.



PLAT IS VALID ONLY IF PROFESSIONAL STAMP HAS ORIGINAL SIGNATURE AND IS DATED

DECLARATION VACATING PREVIOUS PLATTING

THIS PLAT IS THE RE-SUBDIVISION OF TRACT 1 OF THE SHERIDAN HIGH TECH GATEWAY II SUBDIVISION, TO THE CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING, AS RECORDED IN DRAWER S, PLAT No. 152 OF THE RECORDS OF THE SHERIDAN COUNTY CLERK. ALL EARLIER PLATS OR PORTIONS THEREOF ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE HEREBY VACATED INCLUDING ANY PORTION OF THE HI TECH DRIVE (A.K.A. HIGH TECH DRIVE) AND YELLOWTAIL DRIVE RIGHT-OF-WAYS WITHIN THE BOUNDARIES OF LOT 1 AND 2 OF THE SHERIDAN HIGH TECH BUSINESS PARK SUBDIVISION NOT PREVIOUSLY VACATED.

KL&A, Inc.
Engineers and Builders
150 S. Main Street
Buffalo, Wyoming 82834
P: (307) 621 7011 F: (307) 621 7011
Buffalo, WY - Carbondale, CO - Golden, CO - Loveland, CO

CLIENT: SHERIDAN ECONOMIC AND EDUCATIONAL DEVELOPMENT AUTHORITY JOINT POWERS BOARD	
DRAWN BY: CBS	PROJECT: N0019
REVIEWED BY: JDH	DATE: OCT. 10, 2018

FINAL PLAT OF

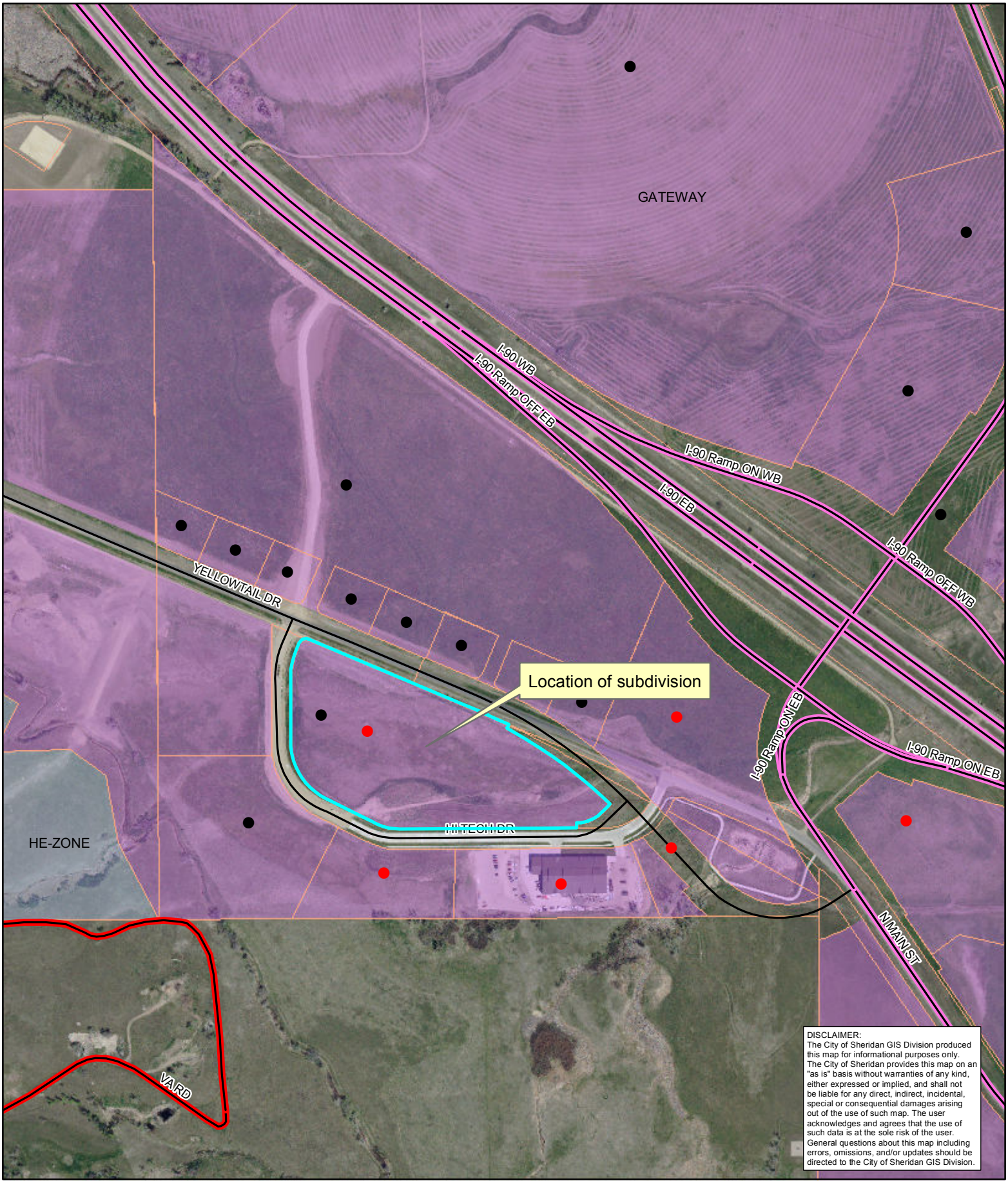
SHERIDAN HIGH TECH GATEWAY III SUBDIVISION

TO THE CITY OF SHERIDAN, WYOMING

REPLAT OF TRACT 1 OF THE SHERIDAN HIGH TECH GATEWAY II SUBDIVISION,
CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING

LOCATED WITHIN A PORTION OF THE SE1/4 OF SEC. 9, T56N, R84W, 6TH P.M.

(CONTAINING 13.64 ACRES, MORE OR LESS)



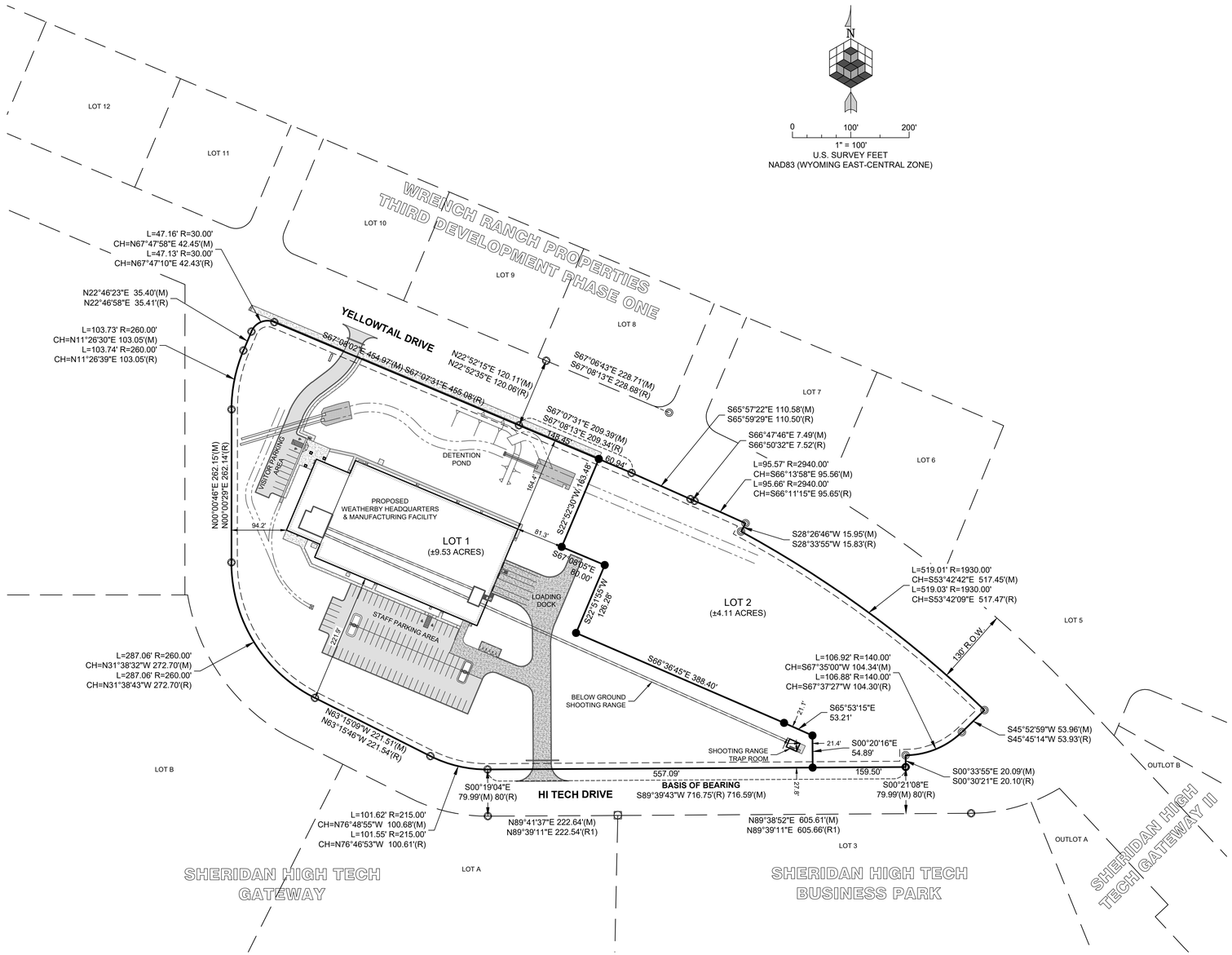
CITY OF Sheridan WYOMING

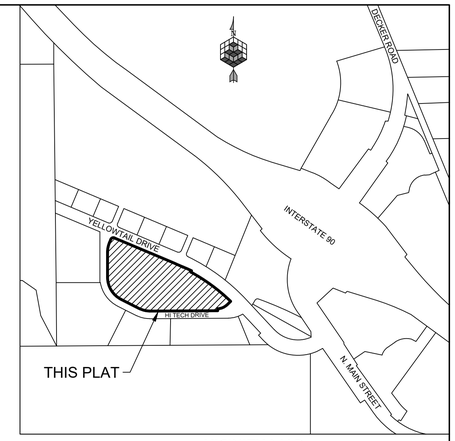
Subdivision area

N

0 125 250 500 Feet

Name: sgoodman Date: 10/03/2018





VICINITY MAP
SCALE: 1" = 750'

LEGEND

- FOUND 2" ALUMINUM CAP (PELS 3159)
- FOUND 2" ALUMINUM CAP (PLS 6812)
- FOUND 2" ALUMINUM CAP (RLS 5300)
- FOUND 5/8" REBAR & SET 2" ALUMINUM CAP (PELS 12309)
- SET 2" ALUMINUM CAP (PELS 12309)
- PROPERTY BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- EASEMENT
- R.O.W. RIGHT OF WAY
- (R) RECORD (DRAWER S, PLAT No. 152)
- (R1) RECORD (BOOK S, PLAT No. 131)
- (M) MEASURED
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED CONCRETE

GENERAL NOTES

1. THE PROPOSED SITE PLAN IS BASED ON THE DESIGN DOCUMENTS PREPARED FOR THE WEATHERBY HEADQUARTERS & MANUFACTURING FACILITY PROJECT. THE CITY OF SHERIDAN HAS ISSUED THE PERMIT TO BUILD No. B-18-7 IN REFERENCE TO THESE PLANS.
2. THIS SITE PLAN IS SUBMITTED AS PART OF THE MINOR SUBDIVISION APPLICATION FOR THE SHERIDAN HIGH TECH GATEWAY III SUBDIVISION.

SURVEYOR'S CERTIFICATE

I, CRAIG SHAVLIK, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS SITE PLAN DEPICTS THE PROPOSED SITE IMPROVEMENTS IN RELATION TO THE PROPOSED PLAT OF THE SHERIDAN HIGH TECH GATEWAY III SUBDIVISION, AS SHOWN HEREON, THAT THIS SITE PLAN WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY CONDUCTED BY ME OR UNDER MY SUPERVISION.

Professional Engineer & Land Surveyor
CRAIG SHAVLIK
12309
09/14/2018
WYOMING

KL&A, Inc.
Engineers and Builders
150 S. Main Street
Buffalo, Wyoming 82834
P: (307) 621 7011 F: (307) 621 7011
Buffalo, WY ~ Carbondale, CO ~ Golden, CO ~ Loveland, CO

CLIENT: SHERIDAN ECONOMIC AND EDUCATIONAL DEVELOPMENT AUTHORITY JOINT POWERS BOARD	
DRAWN BY: CBS	PROJECT: N0019
REVIEWED BY: JDH	DATE: SEPT. 14, 2018

PROPOSED SITE PLAN OF

SHERIDAN HIGH TECH GATEWAY III SUBDIVISION

TO THE CITY OF SHERIDAN, WYOMING

REPLAT OF TRACT 1 OF THE SHERIDAN HIGH TECH GATEWAY II SUBDIVISION,
CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING

LOCATED WITHIN A PORTION OF THE SE1/4 OF SEC. 9, T56N, R84W, 6TH P.M.

(CONTAINING 13.64 ACRES, MORE OR LESS)

CITY OF SHERIDAN, WYOMING

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

Planning

MEMORANDUM

Project Name:	Proposed Approval of Resolution #51-18 Skyview West Drainage Easement Release - Community Development Director Brian Craig - 5 Minutes
From:	Brian Craig, Community Development Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	10/08/2018

Recommendation:

Staff recommends the City Council approve Resolution 51-18, vacating a 10 foot drainage easement located on Lot 2B and 3A of the Skyview West - Phase 1- Subdivision. Located at 2045 and 2043 Skyview West Dr.

Background:

The owner, Phoenix Limited Partnership, is requesting a vacation of a 10 x 90.41 foot drainage easement at 2043 and 2045 Skyview West Drive (5 foot wide on each lot). During excavation and construction for new residential buildings on the lots at 2043 and 2045 Skyview West Drive the contractor determined that the lot slope and narrow rear yard made it difficult to create proper drainage between the proposed homes.

The contractor worked with City utility and engineering staff to propose an alternate drainage design and plan that would not require the use of the subject easement vacation to convey drainage.

Discussion:

The City has approved a new engineered drainage report that redirects the drainage to the east pond. The standard 5 foot building setback will remain. Notifications were not sent out, as the applicant owns these two lots and the surrounding lots, and no utilities are affected by the vacation.

In evaluating whether or not the request meets the requirements of Sheridan City Code Appendix B §205, staff concluded the following.

1. ***The vacation does not abridge or destroy any of the rights and privileges of other proprietors in the platted area.***

In this case, the applicant owns both lots and the surrounding area.

2. ***The vacation does not close or obstruct any public highway.***

The vacation is not located in a public highway.

3. ***Proper notification has occurred to impacted parties and private utilities.***

The vacation is solely for drainage. No utilities are affected and thus no notification requirements are required with this proposal

Staff has no further comments at this time.

Potential Findings of Fact:

Vacation of platted right-of-way is governed by Sheridan City Code Appendix B §205. That section requires that in the case of an easement vacation the following be found to be true:

1. The vacation does not abridge or destroy any of the rights and privileges of other proprietors in the platted area.

2. The vacation does not close or obstruct any public highway.

3. Proper notification has occurred to impacted parties and private utilities.

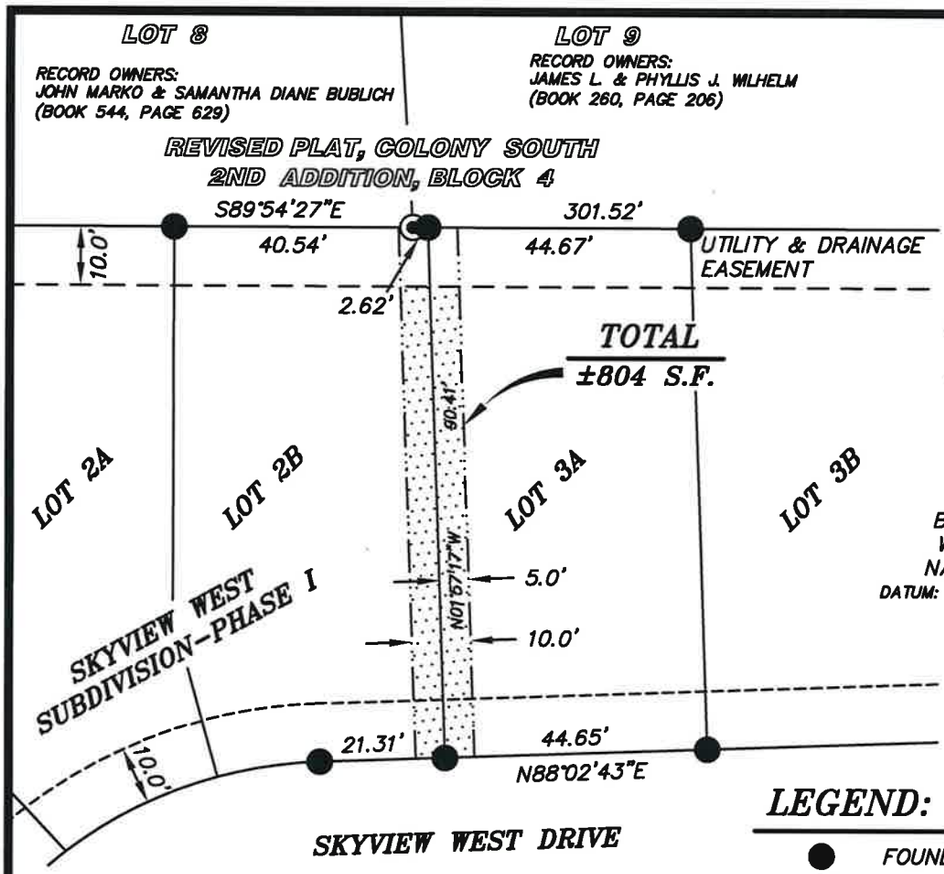
Note: There are other requirements contained in this section which apply to situations when the vacation request involves vacating lots in a subdivision.

Attachments

exhibit

aerial

Draft Res 51-18





SCALE: 1"=30'

BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE
DATUM: NAD 83(1993), NAVD 88 (U.S. SURVEY FEET)
DAF: 1.000235
DISTANCES ARE SURFACE

LEGEND:

- FOUND 2" ALUMINUM CAP PER PLS 2615
- FOUND 1" PLASTIC CAP (UNMARKED)
- PROPERTY/LOT LINE
- DRAINAGE EASEMENT
- UTILITY EASEMENT
- UTILITY & DRAINAGE EASEMENT
- VACATED DRAINAGE EASEMENT ±804 S.F.

LEGAL DESCRIPTION
VACATED DRAINAGE EASEMENTS

VACATED DRAINAGE EASEMENT BEING A STRIP OF LAND FIVE (5.0) FEET WIDE WHEN MEASURED AT RIGHT ANGLES, BEING THE EAST FIVE (5.0) FEET OF LOT 2B, EXCEPTING THE NORTH TEN (10.0) FEET THEREOF, SKYVIEW WEST SUBDIVISION – PHASE I, TO THE CITY OF SHERIDAN, WYOMING.

SAID VACATED DRAINAGE EASEMENT CONTAINS 402 SQUARE FEET OF LAND, MORE OR LESS.

ALSO:

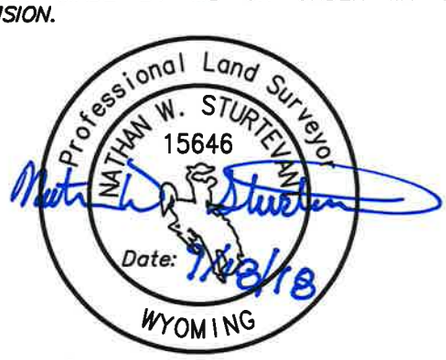
VACATED DRAINAGE EASEMENT BEING A STRIP OF LAND FIVE (5.0) FEET WIDE WHEN MEASURED AT RIGHT ANGLES, BEING THE WEST FIVE (5.0) FEET OF LOT 3A, EXCEPTING THE NORTH TEN (10.0) FEET THEREOF, SKYVIEW WEST SUBDIVISION – PHASE I, TO THE CITY OF SHERIDAN, WYOMING.

SAID VACATED DRAINAGE EASEMENT CONTAINS 402 SQUARE FEET OF LAND, MORE OR LESS.

SURVEYOR'S CERTIFICATE

STATE OF WYOMING :ss
COUNTY OF SHERIDAN

I, NATHAN W. STURTEVANT, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY STATE THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.



"PLAT IS VALID ONLY IF PRINT HAS ORIGINAL SIGNATURE OF SURVEYOR SIGNED AND DATED"

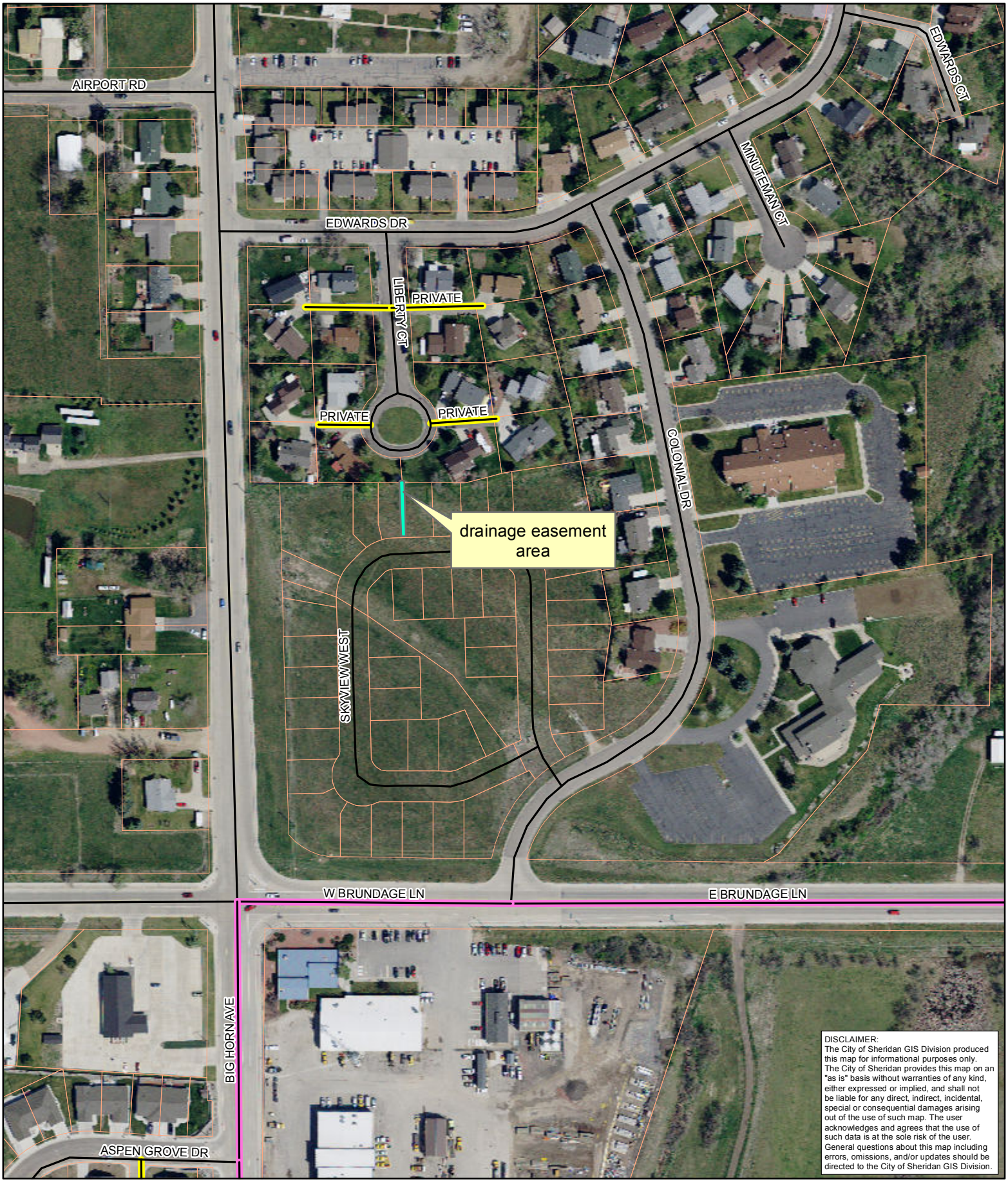
EXHIBIT
VACATION OF DRAINAGE EASEMENT

CLIENT: PHOENIX LIMITED PARTNERSHIP
KIM LOVE, OWNER

LOCATION: LOT 2B & LOT 3A, SKYVIEW WEST SUBDIVISION – PHASE I, CITY OF SHERIDAN, WYOMING

PRESTFELDT SURVEYING
2340 WETLANDS DR., SUITE 100
PO BOX 3082
SHERIDAN, WY 82801
307-672-7415

JN: 2011-018 SJ: 12
DN: 2011-018-E1-C3D
TAB: ROS
PF: T2011-018
REVIEWED BY: TDT
SEPTEMBER 18, 2018



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

Drainage vacation

N

0 50 100 200 Feet

Name: sgoodman Date: 11/08/2018

CITY OF SHERIDAN
RESOLUTION 51-18

A RESOLUTION approving PL 18-40, a resolution vacating a ten foot (10') drainage easement located on Lots 2B and 3A of the Skyview West Subdivision –Phase I, City of Sheridan, Sheridan County, Wyoming as shown on the attached Exhibit A.

WHEREAS, this request for an easement vacation meets the requirements of Sheridan City Code §205; and

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

That the ten foot (10') drainage easement located on Lots 2B and 3A of the Skyview West Subdivision –Phase I, City of Sheridan, Sheridan County, Wyoming shown on the attached Exhibit A, is hereby vacated.

PASSED, APPROVED, AND ADOPTED this 19th day of November, 2018.

_____
Roger Miller, Mayor

Attest:

_____
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

Planning

MEMORANDUM

Project Name:	Proposed Approval of Resolution #52-18 Q 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:	10/08/2018

Recommendation:

Staff recommends the City Council approve Resolution #52-18, the Q Subdivision, a request to subdivide ± 8899 sq feet into 2 lots, zoned R-3 Residence District. Located at 246 S. Sheridan Ave.

Background:

This proposed subdivision application seeks to create two lots. Lot 1 has an area of 4899 sq feet, with the potential of multifamily housing. Lot 2 has an existing house on it. No variances will be needed with this approval. The stated intent of the applicant is to construct a triplex unit on the new vacant lot similar to the structures across the alley to north on Sheridan Avenue that provides more moderate cost housing for the community.

Direct notification was sent to 48 property owners, in addition to newspaper notification. To date, no responses have been received.

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 subdivision does not require a variance.

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.*

This proposed 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 is readily available to both lots. Staff believe this project meets the goals of the Land Use Plan by utilizing infill opportunities to increase housing inventory and to add to the housing diversity in Sheridan.

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

plat

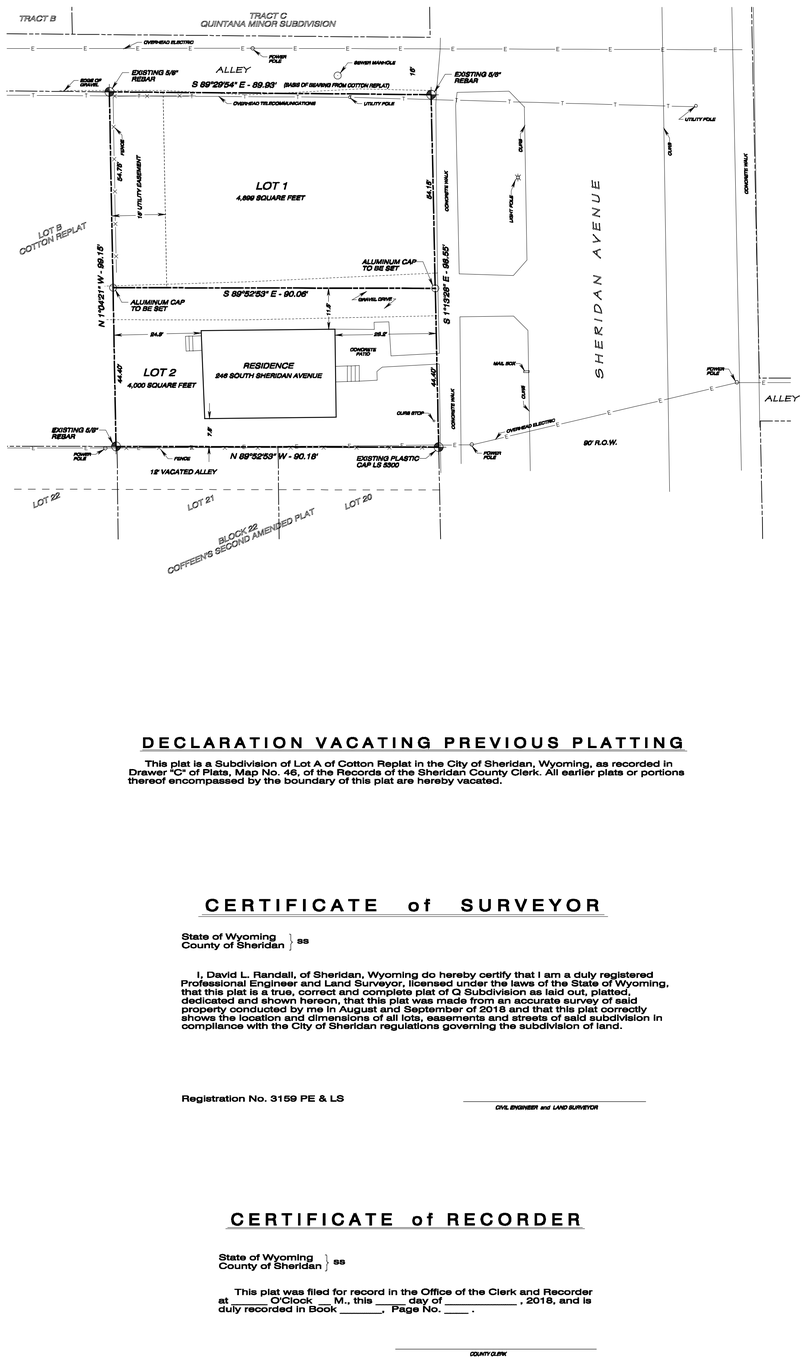
aerial

DETAIL

GRAPHIC SCALE 1"=20'

0 20 40 60

PROPERTY IS ZONED R - 3.



Q SUBDIVISION

CERTIFICATE of OWNERS

Know all men by these presents that the undersigned, Q Properties, LLC, a Wyoming Limited Liability Company, and First Federal Bank and Trust, being the owners, proprietors or parties of interest in the land shown on this plat, do hereby certify:

That the foregoing plat designated as Q Subdivision, being a Subdivision of Lot A of the Cotton Replat in the City of Sheridan, Sheridan County, Wyoming, and

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

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

Utility easements, as designated on this plat, are hereby dedicated to the City of Sheridan and its licensees for public use for the purpose of installing, repairing, reinstalling, replacing and maintaining sewers, water lines, gas lines, electric lines, telephone lines, cable TV lines and other froms 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:

Q Properties, LLC, a Wyoming limited liability company (Owner)
by _____ .

State of Wyoming }
County of Sheridan } ss

On this _____ day of _____ , 2018, before me personally appeared _____
to me personally known who, being duly sworn, did say that he is the _____ of Q Properties, LLC, a Wyoming limited liability company and that he does hereby acknowledge said instrument to be the free act and deed of said Q Properties, LLC, a Wyoming limited liability company.

_____
NOTARY PUBLIC

My commission expires: _____ .

Also executed by:

The undersigned First Federal Bank and Trust, hereinafter MORTGAGEE, holds a mortgage in and to the property embraced by this subdivision plat, which mortgage was filed with the Clerk of Sheridan County and Ex-Officio Recorder of Deeds in Book 988 of Mortgages, at Page 342. MORTGAGEE, by his signature on this plat, consents to the dedications made herein and specifically releases all streets, alley, parks, open spaces and other areas dedicated to the City of Sheridan for public use, as listed and described on this plat, from the aforementioned mortgage.

First Federal Bank and Trust (Mortgagee)
by _____ .

State of Wyoming }
County of Sheridan } ss

On this _____ day of _____ , 2018, before me personally appeared _____ to me personally known who, being duly sworn, did say that he is the _____ of First Federal Bank and Trust, 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 _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my notarial seal this _____ day of _____,2018.

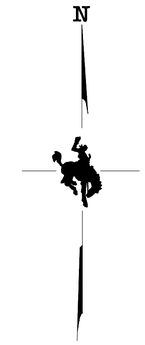
_____
NOTARY PUBLIC

My commission expires: _____ .

LOCATION

SCALE : 1" = 1000'





DECLARATION VACATING PREVIOUS PLATTING

This plat is a Subdivision of Lot A of Cotton Replat in the City of Sheridan, Wyoming, as recorded in Drawer "C" of Plats, Map No. 46, of the Records of the Sheridan County Clerk. All earlier plats or portions thereof encompassed by the boundary of this plat are hereby vacated.

CERTIFICATE of SURVEYOR

State of Wyoming }
County of Sheridan } ss

I, David L. Randall, of Sheridan, Wyoming do hereby certify that I am a duly registered Professional Engineer and Land Surveyor, licensed under the laws of the State of Wyoming, that this plat is a true, correct and complete plat of Q Subdivision as laid out, platted, dedicated and shown hereon, that this plat was made from an accurate survey of said property conducted by me in August and September of 2018 and that this plat correctly shows the location and dimensions of all lots, easements and streets of said subdivision in compliance with the City of Sheridan regulations governing the subdivision of land.

Registration No. 3159 PE & LS

_____
CIVIL ENGINEER and LAND SURVEYOR

CERTIFICATE of RECORDER

State of Wyoming }
County of Sheridan } ss

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

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, Wyoming and certified this _____ day of _____ , 2018 by the Director of Public Works of Sheridan, Wyoming.

_____
DIRECTOR of PUBLIC WORKS

CERTIFICATE of the CITY of SHERIDAN PLANNING COMMISSION

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

_____ _____
Attest: VICE-CHAIRMAN CHAIRMAN

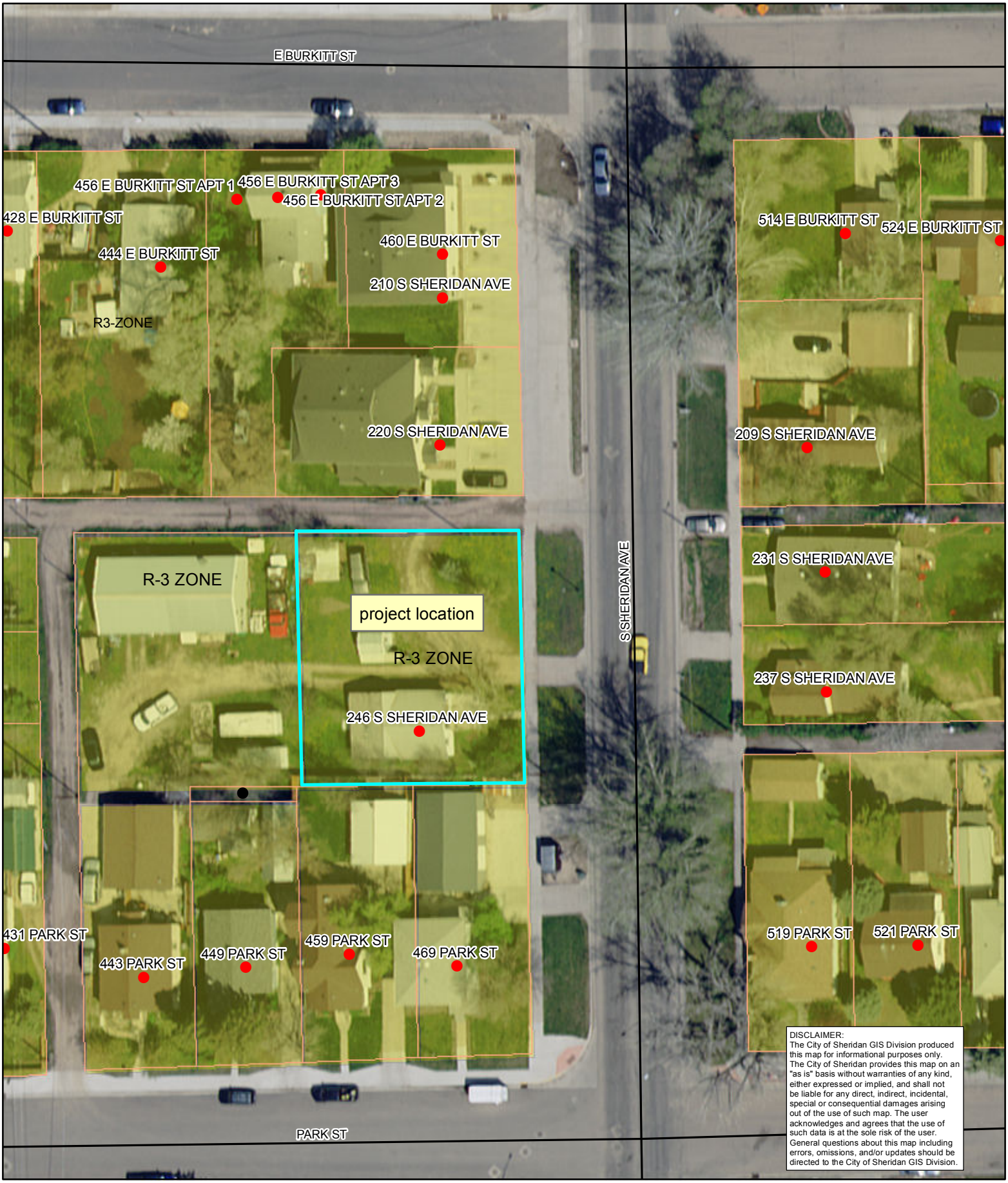
CITY of SHERIDAN CERTIFICATE of APPROVAL

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

_____ _____
Attest: CITY CLERK MAYOR

PLAT
of the
Q SUBDIVISION
being a SUBDIVISION of
LOT A of the COTTON REPLAT
in the
CITY of SHERIDAN
SHERIDAN COUNTY, WYOMING
addressed as
246 SOUTH SHERIDAN AVENUE
for
Q PROPERTIES, LLC
22 TIMM PLACE
SHERIDAN, WYOMING 82801

DRAWN BY REX RANDALL - SEPTEMBER 20, 2018
RANDALL ENGINEERING SURVEYS - SHERIDAN, WYOMING



CITY OF Sheridan WYOMING

Proposed Q Subdivision

N

0 15 30 60 Feet

Name: sgoodman Date: 10/29/2018

CITY OF SHERIDAN, WYOMING

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

Planning

MEMORANDUM

Project Name:	Proposed Award of Aerial Orthophotography Project to Aero-Graphics, Inc. - Community Development Director Brian Craig - 5 Minutes
From:	Brian Craig, Community Development Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	10/08/2018

Recommendation:

Staff recommneds the Mayor and City Council approve the selection of Aero-Graphics, Inc. as the vendor for 2019 aerial orthophotography imagery in the amount of $45,215.

Background:

The City utilizes Geographic Information Systems (GIS) maps and data for a variety of operational and planning purposes. The City is continually adding data layers to its system and enhancing the utilization by internal and external customers. One important layer in the GIS software is aerial imagery or orthorphotography as it is also known, which indicates it has been orthorectified to align with ground location markers for accuracy. Aerial imagery is used by nearly all divisions of the City and by many in the community. Aerial orthophotography is updated by Sheridan, like many communities across the country, every three to five years to capture the most current data. The current City aerial imagery is from 2014. During the budget sessions for fiscal year 2019, updating the local aerial photography was approved for funding by the City Council. This proposal comes in under budget and is funded in partnership with Sheridan Area Water Supply (SAWS) as the aerial flight will cover not only the city limits, but also the SAWS water customer area.

Discussion:

The City released a Request for Proposals (RFP) for aerial orthophotography seeking bids on both three inch (3") and six inch (6") resolution. The current aerial imagery from 2014 is 6" resolution. Three inch (3") resolution is a higher quality image and allows for increased image clarity and accuracy. Several bids submitted came in under budget for the project at the 3" resolution alternative. The lowest bidder for our project was Aero-Graphics, Inc. from Salt Lake City, UT. Aero-Graphics is an experienced firm with industry leading certifications and is well qualified for this project. Their bid is attached to this report. Staff anticipates the flight being performed at the earliest opportunity in spring 2019. Best practice indicates timing the flight between final snow melt and prior to substantial vegetation growth.

Funding:

This aerial photography project is budgeted in the Geographic Information Systems (GIS) budget and will be funded in addition to a contribution of $10,000 from Sheridan Area Water Supply (SAWS) joint powers board budget from the following City accounts:

51.6340.4660.0000 - Professional Services (Water) - $3,000
50.6340.4660.0000 - Professional Services (Sewer) - $2,000
20.6340.4631.1020 - Professional Services (GIS) - $30,215

Attachments

Aero-Graphics Bid Proposal

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aero-graphics
GEOSPATIAL SERVICES



Aero-Graphics, Inc.

Kelly Francis, CP, PMP
40 West Oakland Avenue
Salt Lake City, UT 84115
tel: 801.428.3102
fax: 801.487.3313
email: kfrancis@aero-graphics.com

City of Sheridan, WY

2019 GIS Digital Orthophotography Project

September 28, 2018

September 28, 2018

City of Sheridan, WY
Attn: Brian Craig
PO Box 848
Sheridan, WY 82801

Subject: Digital Orthoimagery for the City of Sheridan, Wyoming

Reference: RFP received September 5, 2018

Dear Brian:

I have prepared the following brief proposal to furnish digital orthorectified imagery for Sheridan, Wyoming. Aero-Graphics understands the requirements of this project and has taken a conservative technical approach to assure delivery of accurate mapping compliant with your specifications. As you evaluate our proposal, please consider the following strengths that uniquely qualify Aero-Graphics for this project:

- Aero-Graphics has performed aerial mapping projects for multiple municipalities and counties in Wyoming, including Teton County, City of Rock Springs, Sublette County and others. We are very familiar with the challenges associated with this project. Every effort will be made to insure a high-quality product is delivered on-time and to the City's satisfaction.

- Aero-Graphics' large-formal UltraCam Eagle digital camera system offers superior image quality and one of the longest cross-track image formats available. Also, with multiple workstations and state-of-the-art orthorectification software, Aero-Graphics has the capacity to undertake large projects requiring prompt turnarounds.

Should you have any questions or require further information, please call me at (801) 428-3102. I am also available at your convenience for further discussions in Sheridan.

Yours truly,

AERO-GRAPHICS, INC.

Kelly Francis, CP, PMP
President
Email: kfrancis@aero-graphics.com
D: 801.438.3102

Aero-Graphics, Inc.
40 W. Oakland Ave.
Salt Lake City, UT 84115
Tel: (801) 487-3273

Firm Information



Aero-Graphics, Inc.
40 West Oakland Avenue
Salt Lake City, UT 84115
tel: 801.487.3273
www.aero-graphics.com

Qualifications

Aero-Graphics, Inc. is a privately-owned geospatial services company located in Salt Lake City, Utah. Incorporated in 1965, Aero-Graphics has established a nationwide reputation for providing high-quality aerial mapping services on schedule at competitive prices. Aero-Graphics makes a concerted effort to remain at the forefront of mapping technology to provide clients with services that most appropriately meet their needs.

We own and operate a full-time aerial acquisition service with a fleet of four (4) aircraft and employ educated, talented in-house production personnel. Our twin-engine Cessna T310R will be the primary aircraft assigned to this project, providing excellent reliability and faster acquisition times. These advantages, coupled with being invested in reliable, state-of-the-art equipment, help our schedule to virtually never slip.

Aero-Graphics completed its **ISO 9001:2015** certification in October 2016. We are pleased to contribute our quality services to Sheridan's GIS Orthophotography Project through this certification, which, among other important audits, includes process accountability, continuous documented improvement on those processes, and procedural document control. This lends increased confidence in reliable results.

Aero-Graphics prides itself on employing the most intelligent and skilled people in the geospatial industry, including one (1) Project Management Professional, two (2) in-house professional land surveyors, seven (7) in-house certified photogrammetrists and two (2) GISCI certified GIS professionals (GISP). These professionals supervise acquisition and production tasks and ensure that quality standards are met.

Team Member Summary Table

Name	Project Role	Years of Experience (w/Firm)	Education	Certifications/ Licenses
Kelly Francis	Team Leader, Project Management & Scheduling	23 (23)	B.S.	CP #R1372 PMP #1742748
John Francis	Ground Control Surveying	49 (47)		UT PLS #368357
Bernie Doud	QA/QC Implementation, GIS Database Creation	16 (10)	B.S. M.B.A.	CP #R1449 GISP #52260
Emilio Sanchez	Flight Planning, Flight Crew Oversight	17 (2)		
Jim Hoddenbach	Aircraft Operation, Pilot Oversight	32 (3)		
Karl Jensen	ABGPS/IMU Data Processing, AT Oversight	17 (17)	A.S. B.A.	CP #R1374 CO PLS #0038527
Joe Belliston	Digital Orthoimagery Processing Oversight	10 (10)	B.S.	PT #1559PT

References

The following orthophoto and topographic mapping projects have been successfully **completed by Aero-Graphics' production staff within the last two (2) years:**

Client:	**Teton County, Wyoming**
Project Name:	**2017 Teton County Digital Orthoimagery Project**
Contact:	Rich Greenwood, GIS Coordinator
Email Address:	rich@greenwoodmap.com
Phone:	307.733.0203
Address:	320 South King St., Jackson, WY 83001
Completion:	July 2017
Total Area:	274 mi^2
Resolution:	6-inch

In the spring of 2017, Teton County, Wyoming hired Aero-Graphics to again fly the bi-annual update for its color orthophotography. Aero-Graphics has successfully performed Teton County's aerial mapping requirements *since 2003*. Teton County's engineers, surveyors, and architects all rely heavily on the accuracy and quality of this imagery via the County's Map Server. Data production was completed in Salt Lake City.

Client:	**Pitkin County, Colorado**
Project Name:	**2018 Aerial Photography Services for Pitkin County**
Contact:	Mary Lackner, GIS Manager
Email Address:	mary.lackner@pitkincounty.com
Phone:	970.920.5106
Address:	123 Emma Rd., Suite #106, Basalt, CO 81621
Completion:	August 2018
Total Area:	311 mi^2
Resolution:	6-inch

Aspen/Pitkin GIS hired Aero-Graphics in the spring of 2018 to acquire and produce color orthorectified imagery covering critical portions of Pitkin County and the Town of Basalt. Aero-Graphics has successfully performed aerial flights for the County *since 2010.* This project presented unique challenges with the steep mountain terrain and heavy air traffic in and out of Aspen-Pitkin County Airport. The project also required careful flight planning to ensure proper stereo side overlap, and thorough, efficient ortho surface creation to avoid smearing in cliff areas. At the client's request, Aero-Graphics completed two mobilizations – one in spring for the lower areas, which enabled earlier ortho production, and one in summer to accommodate for snow in the higher areas. Data production was completed entirely in Salt Lake City.

Schedule

This schedule is based upon the assumption that no significant weather delays will occur.

Aerial photography acquisition: Completion by April 30, 2019
Orthorectified imagery: Completion within six (6) weeks after acquisition

If desired, partial deliveries of high priority areas can be made as they are completed.

Description of Services



The general scope of this project is to produce 4-band color orthorectified imagery for the Area of Interest totaling approximately 186 square-miles. Our twin-engine Cessna T310R is the primary aircraft assigned to this project, allowing faster mobilizations and more easements acquired per day. Our top-of-the-line **Microsoft UltraCam Eagle** digital camera system will be utilized for this acquisition. As we were one of the first in the West to acquire an UltraCam system in 2008, we're well-versed in its efficient use.

Deliverables will include:

1. **RGB Image Files:** delivered in uncompressed, 24-bit color GeoTIFF and MrSID formats with associated world files.
2. **RGB Image Mosaic:** delivered in MrSID format for the entire Project Area.
3. **Flight Plan:** delivered in KMZ format.
4. **Ortho Tile Index:** delivered in PDF and Shape File format.
5. **Final Project Report:** detailing flight, control, and accuracy specifications in PDF format.

Fee Schedule

3-inch Resolution Ortho Imagery ..... $45,215.
Add classified LiDAR, 2' contours, and DEMs..... $69,840.

Pricing is valid for 90 days. Terms are Net 30 days with partial invoices submitted for completed work.

In the event any party to this Agreement defaults in the performance of any of its obligations and duties hereunder, including without limitation the payment of any fees due hereunder, such defaulting party agrees to pay all costs and expenses, including reasonable attorney's fees and expenses, incurred by the non-defaulting party in exercising, pursuing, or protecting any right or remedy available to it as a result of such

default, or in interpreting or enforcing any term of this Agreement, whether such costs and expenses are incurred prior to, during, or subsequent to any arbitration, litigation, bankruptcy, reorganization, receivership, appellate, or other proceeding.

If you are in agreement with this proposal and would like Aero-Graphics to proceed with this project, please sign and return this proposal, keeping a copy for your records.

Should you have any questions or require further information, please call me at (801) 428-3102. Thank you for considering Aero-Graphics for this project.

Accepted by:

Date: _____

By: _____(Name) _____ (Signature)

PO #: _____

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 Dean Sellars & Elizabeth Mayfield Pre-Annexation Agreement at 546 Absaraka Street - Utilities Director Dan Roberts
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	11/13/2018

Recommendation:

Staff recommends that City Council approve and authorize the Mayor to sign the attached Pre-Annexation Agreement between Dean Sellars and Elizabeth Mayfield, and the City of Sheridan to serve as authorization for Dean Sellars and Elizabeth Mayfield to tie into the City of Sheridan water and sewer system to serve lands outside the City limits located at 546 Absaraka Street.

Background:

The proposed property is located South of Absaraka and West of Desmet Ave. The property is currently contiguous to the City. The landowners Dean Sellars and Elizabeth Mayfield desire water and sewer service from the City of Sheridan through its water system located on Absaraka Street and its sewer system located along their East property line (See attached map). The property is within the planned Urban Services Area boundary which means it is intended to receive City services at some point in the future. As such, this property should receive water and sewer service from the City of Sheridan.

Resolution 73-07 establishes policy and requirements that must be met before City Council can authorize the extension of Sheridan's water and/or sewer system to serve lands outside the city limits. Staff has confirmed the requirements are satisfied by this application which are listed as follows:

1. Land is within the Urban Services Area.

2. The water and sewer service extensions appear to be economically feasible.

3. The property to be served can be made to conform to City ordinances related to subdivisions and construction of Improvements.

4. The property to be served can be reasonably expected to be annexed within the foreseeable future and provided with other basic services available to City residents.

5. The water and sewer service extensions will promote orderly growth and welfare to the City.

6. The landowner will obtain the required permits from the City prior to proceeding with construction.

7. The property to be served is not currently served by City water or sewer system.

In accordance with Resolution 73-07, City Council may authorize the extension of the City's water or sewer system to lands outside the city limits provided the landowner signs a Pre-Annexation Agreement and that agreement is filed at the courthouse to run with the land. The property at 546 Absaraka Street is outside the city limits; therefore, a prepared Pre-Annexation Agreement is being presented for City Council consideration.

Thank you for your consideration.

Attachments

Pre-Annexation Agreement
Map of 546 Absaraka Street

PRE-ANNEXATION AGREEMENT AND PETITION

THIS ANNEXATION AGREEMENT, made this 1st day of October, 2018, by and between Elizabeth Mayfield + Dean Sillas and their heirs, successors in interests and assigns, hereinafter referred to as LANDOWNER, and the City of Sheridan, Wyoming, a municipal corporation and City of the First Class, hereinafter referred to as CITY.

WHEREAS, the LANDOWNER is the record owner of a certain tract of land, described as follows: See Exhibit A

This tract of land, or any smaller part or parcel which may be conveyed as a separate tract, whether or not subdivided, shall hereinafter be referred to as the LAND.

WHEREAS, the LAND is currently contiguous to the CITY; and

WHEREAS, the LANDOWNER desires to receive certain CITY services in exchange for a commitment to annex, at the direction of the CITY; and

NOW, THEREFORE, the parties above named have decided to set forth all of their agreements concerning the annexation of the property as follows:

1. The parties acknowledge that the LAND is currently contiguous to the City limits of the CITY and is within the natural growth area of the CITY. The LANDOWNER agrees and covenants for himself and his heirs, assigns and successors in interest to take all remaining actions at any time, and at the sole discretion of the CITY, to comply with State annexation law and to complete the annexation of the LAND into the CITY. The LANDOWNER, or any successor in interest, shall incorporate this requirement to annex into the CITY on each and every deed for any parcel of land existing or created within the LAND. The LANDOWNER shall adhere to the **City Comprehensive Plan**, appropriate restrictions pertaining thereto, and the **2001 City of Sheridan Traffic Study**, and all amendments thereto. All lands existent at the time of this AGREEMENT, if subdivided and approved by Sheridan County, along with any agreements, covenants, restrictions or zones, shall be submitted to the City Council for approval prior to the recording of the subdivision plat or a sale of any parcel. A commitment or restriction shall be included in every deed or land sale contract executed by the LANDOWNER, whether or not presently platted or subdivided, subsequent to the date of approval of this AGREEMENT, noting that the parcel "shall annex to the CITY without protest, at the discretion and direction of the Sheridan City Council". The commitment to annex shall be recorded as part of each deed and is a covenant running with the property known as the LAND, enforceable by the CITY.

2. This AGREEMENT does not relieve the LANDOWNER, or any successor in interest, from any requirements of the City of Sheridan Subdivision Regulations, when the LAND is further subdivided, and that the subdivision shall be in accordance with all relevant CITY ordinances and other regulations in effect at this time.

3. The LANDOWNER shall construct any and all new buildings or structures on the property in complete conformity with the current building codes and all other codes, as adopted by the City of Sheridan, and the LANDOWNER shall certify such compliance to the Building Official of the City of Sheridan.

4. Upon annexation to the CITY, the CITY shall provide municipal services on the same level as provided to other areas of the CITY, according to state statutes and local ordinances.

5. The parties acknowledge that all CITY utilities and services are required to service lands annexed to the CITY. The parties further acknowledge that this AGREEMENT is a petition to create a local improvement district, as specified in §15-6-203 W.S., 1977, and therefore, constitutes a waiver of the LANDOWNER's right to file protests and remonstrances, as provided by Wyo. Stat. Ann. §15-6-202(d) and §15-6-203. It is expressly understood that this AGREEMENT obligates the inclusion of the LAND, after annexation, in a district or districts which provide for the installation and construction of the following listed improvements, until all the improvements are constructed in compliance with City ordinances then in effect and accepted by the City Council. The improvements required are as follows:

LANDOWNER shall be required to install, at LANDOWNER'S sole cost, all water infrastructure and sewer infrastructure for the LAND required under City ordinances in effect at the time of such installation

for the benefit of the LAND so annexed. LANDOWNER further agrees to pay all costs and fees associated with the annexation and installation (eg., costs of producing required drawings, exhibits, maps, etc.; filing and review fees; and other typical fees charged in similar processes. If a district(s) is formed which includes lands in addition to LANDOWNER'S LAND, then the LANDOWNER shall pay the cost of any infrastructure assessed to the property as part of the local improvement district in addition to any costs described above.

6. The parties further agree to the following specific items: None.

7. The LANDOWNER hereby petitions the Sheridan City Council to accept this AGREEMENT as a petition to annex all of the LAND previously described above into the CITY limits of the City of Sheridan. LANDOWNER is the owner of all LAND described above. LANDOWNER and CITY agree that this petition may be filed with the City and/or County Clerk at any time, and at the sole discretion of the CITY.

8. LANDOWNER agrees to sign any other petition or petitions or to take any other action whatsoever to comply with State annexation law as they may be required by the CITY to facilitate the annexation. LANDOWNER further waives any irregularities in the annexation process and specifically waives his right to protest the said annexation. The parties acknowledge that the CITY may choose not to complete the annexation of LANDOWNER's LAND until additional logical and adjacent properties may be annexed simultaneously. LANDOWNER agrees to provide an annexation plat, prepared by a Wyoming registered land surveyor, at his sole cost and expense, upon the request of the CITY. The LANDOWNER specifically agrees and acknowledges that the timing of the annexation is within the sole discretion of the CITY. The CITY may initiate the annexation of the LAND described above at any time and without notice to LANDOWNER.

9. This AGREEMENT, and every part thereof, shall constitute a covenant running with the LAND described above and may be enforced by the CITY by an action at law or equity.

10. This AGREEMENT shall inure to the benefit of, and be binding upon the parties hereto, their respective heirs, successors in interest and assigns. This AGREEMENT shall bind each and every successor in interest to the LAND or any portion or parcel thereof.

11. This AGREEMENT shall be governed by the laws of the State of Wyoming. The District Court of the Fourth Judicial District in Sheridan County, Wyoming, shall have venue and jurisdiction exclusively for any action in law or equity which may be instituted to enforce the terms of this AGREEMENT.

12. If any legal action is instituted to enforce any of the terms of this AGREEMENT, the unsuccessful party shall pay the successful party's reasonable attorneys' fees and all costs of the action including court costs, expert witness fees and all other actual expenses incurred in the prosecution of the action.

13. If any section, subsection, sentence, clause, phrase or portion of this AGREEMENT is for any reason held invalid or unconstitutional by any Court or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions hereof, which shall remain in full force and effect.

DATED This 18 day of October, 2018

LANDOWNER:

Elizabeth Mayfield

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

On October 1, 2018 personally appeared before me Dean Evan Sears and Elizabeth Mayfield whom I know personally, to be the signer of the above and he acknowledged that he signed it.

Jehri Montoya
Notary Public
My Commission Expires: 10/31/2019

JEHRI MONTOYA
COMM. #2132328
Notary Public - California
Kern County
My Comm. Expires Oct. 31, 2019

CITY OF SHERIDAN:

Roger Miller, Mayor

ATTEST:

Cecila Good City Clerk

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

On _____, 20__, personally appeared before me Roger Miller, Mayor of the City of Sheridan, Wyoming, whom I know personally, to be the signer of the above and he acknowledged that he signed it.

Notary Public
My Commission Expires:

Exhibit A

West half (W½) of Lots 1, 2, 3 and 4, of the Amended Plat of Krohn Subdivision, Sheridan County, Wyoming.

EXCEPTING THEREFROM that certain parcel of land as conveyed to Michael S. Marquette, Jr. and Jennifer P. Marquette, husband and wife, as contained in Warranty Deed recorded October 5, 1994.


679 ABSARAKA ST
BIRCH ST
ABSARAKA ST
1500 DE SMET AVE APT 3D
451 ABSARAKA ST
433 ABSARAKA ST
421 ABSARAKA ST
407 ABSARAKA ST
732 ABSARAKA ST
718 ABSARAKA ST
674 ABSARAKA ST
640 ABSARAKA ST
630 ABSARAKA ST
Signed & recorded annexation agreement
1605 DE SMET AVE
414 ABSARAKA ST
1615 DE SMET AVE
1620 MARTIN AVE
1630 DE SMET AVE
1634 MARTIN AVE
Shaded area City Limits
Signed & recorded annexation agreement
1646 DE SMET AVE
1643 DE SMET AVE
1650 MARTIN AVE
1655 DE SMET AVE
564 ABSARAKA ST
Proposed agreement 546 Absaraka
1662 MARTIN AVE
DE SMET AVE
MARTIN AVE
1676 DE SMET AVE
409 NAVAJO ST
1661 DE SMET AVE
NAVAJO ST
1690 DE SMET AVE
1700 MARTIN AVE
1709 DE SMET AVE
1720 DE SMET AVE
1716 DE SMET AVE
1720 MARTIN AVE
1723 DE SMET AVE
1749 ZUNI DR
1748 ZUNI DR
533 KAILUA PL
1736 MARTIN AVE
MH

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 Terrance & Tamara Perrin Pre-Annexation Agreement for 10 High View Road - Utilities Director Dan Roberts
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	10/08/2018

Recommendation:

Staff recommends that City Council approve and authorize the Mayor to sign the attached Pre-Annexation Agreement between Terrance and Tamara Perrin, and the City of Sheridan to serve as authorization for Terrance and Tamara Perrin to tie into the City of Sheridan sewer system to serve lands outside the City limits located at 10 High View Road.

Background:

The proposed property is located South of High View Road and East of Coffeen Avenue. The property is currently not contiguous to the City. The landowners, Terrance and Tamara Perrin, desire to be served by the City of Sheridan's sewer system which crosses their property (See attached map). The property is within the planned Urban Services Area boundary which means it is intended to receive City services at some point in the future. As such, this property should receive sewer service from the City and water service from the Sheridan Area Water Supply Joint Powers Board (SAWSJPB) .

Resolution 73-07 establishes policy and requirements that must be met before City Council can authorize the extension of Sheridan's water and/or sewer system to serve lands outside the city limits. Staff has confirmed the requirements are satisfied by this application which are listed as follows:

1. Land is within the Urban Services Area.

2. The sewer service extension appears to be economically feasible.

3. The property to be served can be made to conform to City ordinances related to subdivisions and construction of Improvements.

4. The property to be served can be reasonably expected to be annexed within the foreseeable future and provided with other basic services available to City residents.

5. The sewer service extension will promote orderly growth and welfare to the City.

6. The landowner will obtain the required permits from the City prior to proceeding with construction.

7. The property to be served is not currently served by City water or sewer system.

In accordance with Resolution 73-07, City Council may authorize the extension of the City's water or sewer system to lands outside the city limits provided the landowner signs a Pre-Annexation Agreement and that agreement is filed at the courthouse to run with the land. The property at 10 High View Road is outside the city limits; therefore, a prepared Pre-Annexation Agreement is being presented for City Council consideration.

Thank you for your consideration.

Attachments

Pre-Annexation Agreement
Map of 10 High View Road

PRE-ANNEXATION AGREEMENT AND PETITION

THIS ANNEXATION AGREEMENT, made this 14th day of September, 2018, by and between Terrance + Tamara Perrin, and their heirs, successors in interests and assigns, hereinafter referred to as LANDOWNER, and the City of Sheridan, Wyoming, a municipal corporation and City of the First Class, hereinafter referred to as CITY.

WHEREAS, the LANDOWNER is the record owner of a certain tract of land, described as follows: See Exhibit A

This tract of land, or any smaller part or parcel which may be conveyed as a separate tract, whether or not subdivided, shall hereinafter be referred to as the LAND.

WHEREAS, the LAND is currently contiguous to the CITY; and

WHEREAS, the LANDOWNER desires to receive certain CITY services in exchange for a commitment to annex, at the direction of the CITY; and

NOW, THEREFORE, the parties above named have decided to set forth all of their agreements concerning the annexation of the property as follows:

1. The parties acknowledge that the LAND is currently contiguous to the City limits of the CITY and is within the natural growth area of the CITY. The LANDOWNER agrees and covenants for himself and his heirs, assigns and successors in interest to take all remaining actions at any time, and at the sole discretion of the CITY, to comply with State annexation law and to complete the annexation of the LAND into the CITY. The LANDOWNER, or any successor in interest, shall incorporate this requirement to annex into the CITY on each and every deed for any parcel of land existing or created within the LAND. The LANDOWNER shall adhere to the **City Comprehensive Plan**, appropriate restrictions pertaining thereto, and the **2001 City of Sheridan Traffic Study,** and all amendments thereto. All lands existent at the time of this AGREEMENT, if subdivided and approved by Sheridan County, along with any agreements, covenants, restrictions or zones, shall be submitted to the City Council for approval prior to the recording of the subdivision plat or a sale of any parcel. A commitment or restriction shall be included in every deed or land sale contract executed by the LANDOWNER, whether or not presently platted or subdivided, subsequent to the date of approval of this AGREEMENT, noting that the parcel "shall annex to the CITY without protest, at the discretion and direction of the Sheridan City Council". The commitment to annex shall be recorded as part of each deed and is a covenant running with the property known as the LAND, enforceable by the CITY.

2. This AGREEMENT does not relieve the LANDOWNER, or any successor in interest, from any requirements of the City of Sheridan Subdivision Regulations, when the LAND is further subdivided, and that the subdivision shall be in accordance with all relevant CITY ordinances and other regulations in effect at this time.

3. The LANDOWNER shall construct any and all new buildings or structures on the property in complete conformity with the current building codes and all other codes, as adopted by the City of Sheridan, and the LANDOWNER shall certify such compliance to the Building Official of the City of Sheridan.

4. Upon annexation to the CITY, the CITY shall provide municipal services on the same level as provided to other areas of the CITY, according to state statutes and local ordinances.

5. The parties acknowledge that all CITY utilities and services are required to service lands annexed to the CITY. The parties further acknowledge that this AGREEMENT is a petition to create a local improvement district, as specified in §15-6-203 W.S., 1977, and therefore, constitutes a waiver of the LANDOWNER's right to file protests and remonstrances, as provided by Wyo. Stat. Ann. §15-6-202(d) and §15-6-203. It is expressly understood that this AGREEMENT obligates the inclusion of the LAND, after annexation, in a district or districts which provide for the installation and construction of the following listed improvements, until all the improvements are constructed in compliance with City ordinances then in effect and accepted by the City Council. The improvements required are as follows:

LANDOWNER shall be required to install, at LANDOWNER'S sole cost, all water infrastructure and sewer infrastructure for the LAND required under City ordinances in effect at the time of such installation

for the benefit of the LAND so annexed. LANDOWNER further agrees to pay all costs and fees associated with the annexation and installation (eg., costs of producing required drawings, exhibits, maps, etc.; filing and review fees; and other typical fees charged in similar processes. If a district(s) is formed which includes lands in addition to LANDOWNER'S LAND, then the LANDOWNER shall pay the cost of any infrastructure assessed to the property as part of the local improvement district in addition to any costs described above.

6. The parties further agree to the following specific items: None

7. The LANDOWNER hereby petitions the Sheridan City Council to accept this AGREEMENT as a petition to annex all of the LAND previously described above into the CITY limits of the City of Sheridan. LANDOWNER is the owner of all LAND described above. LANDOWNER and CITY agree that this petition may be filed with the City and/or County Clerk at any time, and at the sole discretion of the CITY.

8. LANDOWNER agrees to sign any other petition or petitions or to take any other action whatsoever to comply with State annexation law as they may be required by the CITY to facilitate the annexation. LANDOWNER further waives any irregularities in the annexation process and specifically waives his right to protest the said annexation. The parties acknowledge that the CITY may choose not to complete the annexation of LANDOWNER's LAND until additional logical and adjacent properties may be annexed simultaneously. LANDOWNER agrees to provide an annexation plat, prepared by a Wyoming registered land surveyor, at his sole cost and expense, upon the request of the CITY. The LANDOWNER specifically agrees and acknowledges that the timing of the annexation is within the sole discretion of the CITY. The CITY may initiate the annexation of the LAND described above at any time and without notice to LANDOWNER.

9. This AGREEMENT, and every part thereof, shall constitute a covenant running with the LAND described above and may be enforced by the CITY by an action at law or equity.

10. This AGREEMENT shall inure to the benefit of, and be binding upon the parties hereto, their respective heirs, successors in interest and assigns. This AGREEMENT shall bind each and every successor in interest to the LAND or any portion or parcel thereof.

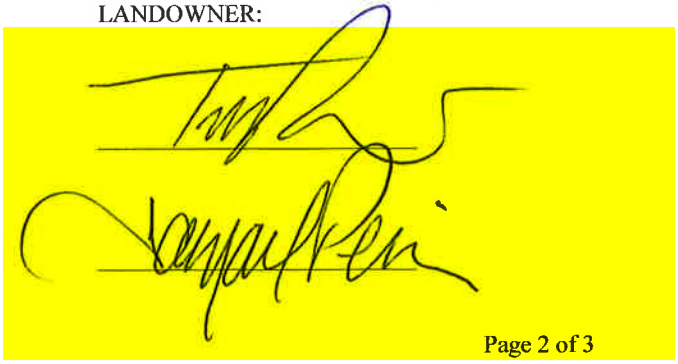
11. This AGREEMENT shall be governed by the laws of the State of Wyoming. The District Court of the Fourth Judicial District in Sheridan County, Wyoming, shall have venue and jurisdiction exclusively for any action in law or equity which may be instituted to enforce the terms of this AGREEMENT.

12. If any legal action is instituted to enforce any of the terms of this AGREEMENT, the unsuccessful party shall pay the successful party's reasonable attorneys' fees and all costs of the action including court costs, expert witness fees and all other actual expenses incurred in the prosecution of the action.

13. If any section, subsection, sentence, clause, phrase or portion of this AGREEMENT is for any reason held invalid or unconstitutional by any Court or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions hereof, which shall remain in full force and effect.

DATED This 14 day of September, 2018.

LANDOWNER:



STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

On 9/4/, 2018, personally appeared before me ~~Tanny~~ Tammy OB + Terrance Perrin whom I know personally, to be the signer of the above and he acknowledged that he signed it.

Notary Public
My Commission Expires:

DANIEL A. BENNETT - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
My Commission Expires October 2, 2021

CITY OF SHERIDAN:

Roger Miller, Mayor

ATTEST:

Cecila Good City Clerk

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

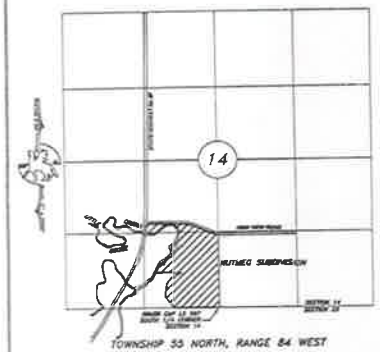
On _____, 20__, personally appeared before me Roger Miller, Mayor of the City of Sheridan, Wyoming, whom I know personally, to be the signer of the above and he acknowledged that he signed it.

Notary Public
My Commission Expires:

Exhibit A

FINAL PLAT OF
NUTMEG SUBDIVISION

BEING A SUBDIVISION OF A TRACT OF LAND LOCATED IN THE
EV2 SW1/4 SECTION 14, T 55 N, R 84 W
OF THE 6TH P.M., SHERIDAN COUNTY, WYOMING
AREA = 27.13 ACRES
TOTAL NO. OF LOTS = 4



LOCATION MAP
SCALE: 1" = 1000'
NO LEGEND

NOTES:

1. NO PROPOSED PUBLIC SEWAGE DISPOSAL SYSTEM.
2. NO PUBLIC MAINTENANCE OF STREETS OR ROADS.
3. ANY PURCHASER DOES NOT HAVE THE RIGHT TO THE NATURAL FLOW OF ANY STREAM WITHIN, OR ADJACENT TO THE SUBDIVISION, SINCE WYOMING WATER ADMINISTRATION LAWS DO NOT RECOGNIZE ANY RIPARIAN RIGHTS WITH REGARD TO NATURAL FLOW FOR PERSONS LIVING ON THE BANK OF ANY STREAM OR RIVER.
4. ALL NEW CONSTRUCTION, REMODELING, ADDITIONS OR REPAIRS TO ANY PUBLIC OR PRIVATE BUILDINGS WITHIN THE SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SHERIDAN COUNTY BUILDING STANDARDS RESOLUTION AND BUILDING PERMITS AND INSPECTIONS ARE REQUIRED.
5. BASIS OF BEARING: WYOMING STATE PLANE COORDINATE SYSTEM (EAST CENTRAL ZONE) NAD 27
6. THERE SHALL BE NO FURTHER SUBDIVIDING OF LOT 3 UNTIL A 60' PUBLICLY DEDICATED R.O.W. IS ACQUIRED.

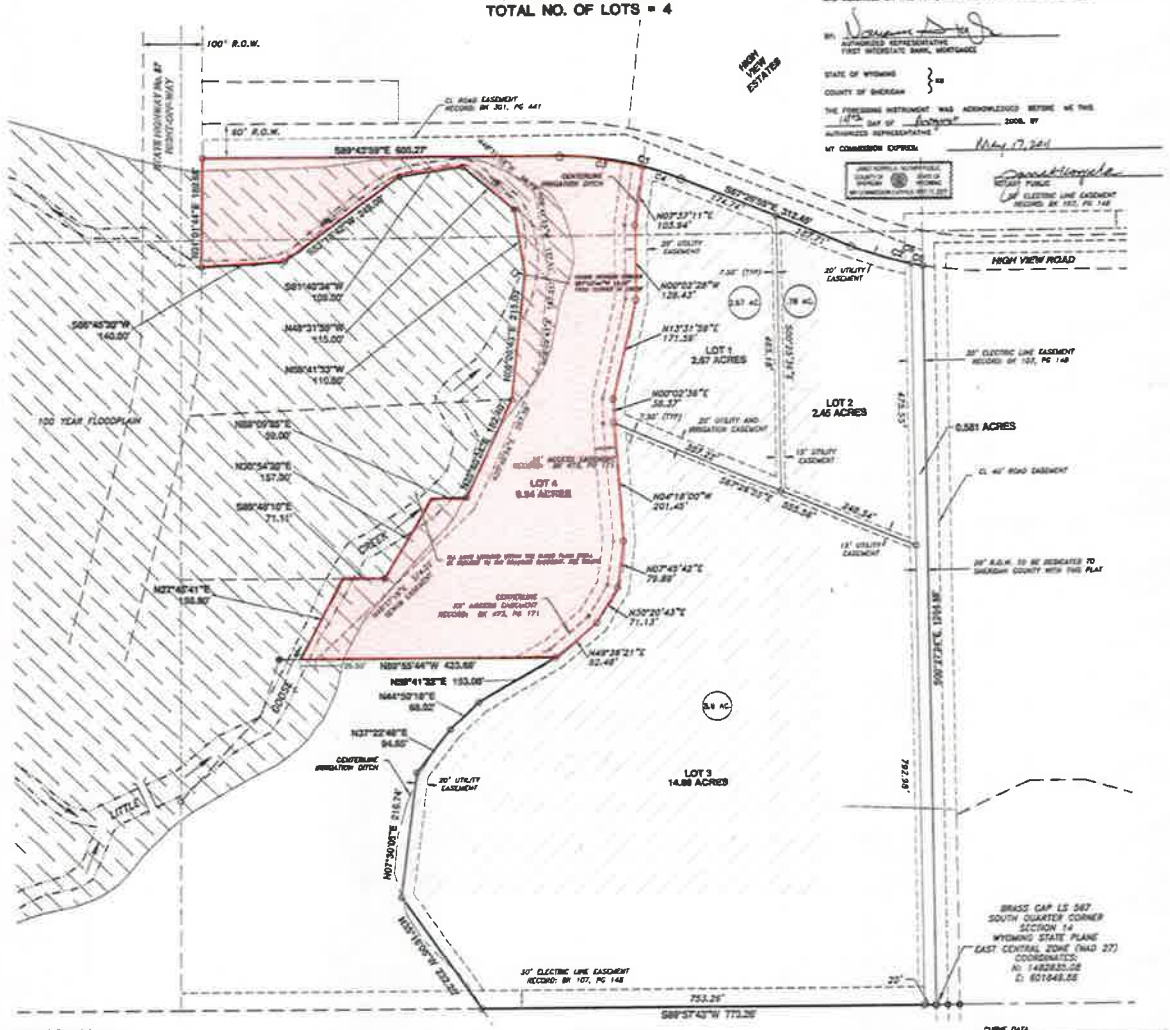


LANDS UNDER THE RALPH DRAINAGE APPROPRIATION, TERRITORIAL APPROPRIATION, D.R. 15 P.153, C.R. 88, P.100 PROOF NO. 717, DIVERTING FROM LITTLE GOOSE CREEK THROUGH THE BURN CLEVICH DITCH, WITH PRIORITY OF OCTOBER 25,1881= 13.0 ACRES AS CHANGED TO THE SODENE PUMP

FLOODPLAIN AS REFERENCED ON COMMUNITY-PANEL NUMBER 560029 0005 C FLOOD INSURANCE RATE MAP

ALL OF LOT 4 IS LAND UNDER THE MARSHALL FARM TRUST, ET AL. APPROPRIATION, TERRITORIAL APPROPRIATION, D.R. 48, P. C.R. 51, P.65, DIVERTING FROM LITTLE GOOSE CREEK THROUGH THE BURN CLEVICH DITCH, WITH PRIORITY OF OCTOBER 26,1881=514.5 ACRES.

ENGINEERING, INC.
Consulting Engineers and Land Surveyors
BILLINGS • BOZEMAN • SHERIDAN



DRAINAGE EASEMENT

THIS PLAT IS HEREBY ADOPTED BY THE OWNERS AND APPROVED BY SHERIDAN COUNTY AND THE CITY OF SHERIDAN SUBJECT TO THE FOLLOWING CONDITIONS WHICH SHALL BE BINDING UPON THE OWNERS, THEIR HEIRS, GRANTEES, SUCCESSORS AND ASSIGNS. ALL DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO SHERIDAN COUNTY (AND THE CITY OF SHERIDAN IF ANNEXED) FOREVER FOR DRAINAGE AND FLOODWAY PURPOSES. THE OWNERS SHALL NOT OBSTRUCT THE NATURAL FLOW OF STREAMS OR POTENTIAL STORM WATER RUN-OFF BY THE CONSTRUCTION OF ANY TYPE OF BUILDING, FENCE, OR ANY OTHER STRUCTURE; NOR STORAGE, PLACEMENT OR PARKING OF VEHICLES, RECREATIONAL VEHICLES, TRAILERS, BUILDING MATERIALS, YARD WASTE, SCRAP OR OTHER SALVAGE ITEMS WITHIN SAID DRAINAGE EASEMENTS. THE COUNTY (OR CITY IF ANNEXED) SHALL AT ALL TIMES HAVE THE RIGHT TO ENTER UPON THE DRAINAGE EASEMENT, AT ANY POINT, OR POINTS, WITH ALL RIGHTS OF INGRESS OR EGRESS, TO INVESTIGATE, SURVEY, ERECT, CONSTRUCT AND MAINTAIN ANY FACILITY DEEMED NECESSARY BY THE COUNTY (OR CITY IF ANNEXED) FOR DRAINAGE PURPOSES. IN NO EVENT SHALL THE COUNTY (OR CITY IF ANNEXED) BE OBLIGATED TO CONSTRUCT ANY DRAINAGE EASEMENT STRUCTURE, OR TO MAINTAIN THE PROPERTY ENCUMBERED BY SUCH EASEMENTS. THE DRAINAGE CHANNELS AND DITCHES ARE SUBJECT TO STORM WATER OVERFLOW AND NATURAL RAINS EROSION TO AN EXTENT THAT CANNOT BE SATISFACTILY DEFINED. THE COUNTY OR CITY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES OR INJURIES OF ANY NATURE RESULTING FROM THE OCCURRENCE OF THESE NATURAL PHENOMENA, NOR RESULTING FROM THE FAILURE OF ANY DRAINAGE EASEMENT STRUCTURE, AND THE OWNERS HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE COUNTY AND CITY FROM ANY SUCH DAMAGES AND INJURIES.

LEGEND

- 1/6 SECTION LINE
- 1/4 1/4 SECTION LINE
- SUBDIVISION BOUNDARY LINE
- SUBDIVISION LOT LINE
- EASEMENT (UTILITY, IRRIGATION, DRAINAGE)
- ADJACENT PROPERTY LINE AND/OR DEDICATED R.O.W.
- ○ SET REBAR AND 2" ALUMINUM CAP - PE/LS 3964
- ● FOUND REBAR, SET 2" ALUMINUM CAP - PE/LS 3964
- ◆ FOUND BRASS CAP - LS 567
- ○ FOUND ALUMINUM CAP - PE/LS 3964
- △ FOUND ALUMINUM CAP -LS 192

CURVE DATA

CURVE #	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1482.50'	07°00'01"	181.20'	S70°57'39"E	181.09'
C2	1482.50'	07°00'01"	181.20'	S70°57'39"E	181.09'
C3	1482.50'	07°00'01"	181.20'	S70°57'39"E	181.09'
C4	1482.50'	07°00'01"	181.20'	S70°57'39"E	181.09'
C5	1482.50'	07°00'01"	181.20'	S70°57'39"E	181.09'
C6	1482.50'	07°00'01"	181.20'	S70°57'39"E	181.09'
C7	1482.50'	07°00'01"	181.20'	S70°57'39"E	181.09'
C8	1482.50'	07°00'01"	181.20'	S70°57'39"E	181.09'
C9	1482.50'	07°00'01"	181.20'	S70°57'39"E	181.09'
C10	1482.50'	07°00'01"	181.20'	S70°57'39"E	181.09'

PREPARED FOR:
RICHARD BODINE
20' HIGH VIEW ROAD
SHERIDAN, WYOMING 82801

PREPARED BY:
ENGINEERING INC.
1095 SUGAR VIEW DRIVE
SHERIDAN, WYOMING 82801

CERTIFICATE OF DEDICATION
NUTMEG SUBDIVISION

THE ABOVE OF FOREGOING SUBDIVISION OF A TRACT OF LAND LOCATED IN THE EAST HALF (E1/2) OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 55 NORTH, RANGE 84 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 14; THENCE ALONG THE SOUTH LINE OF SAID SECTION 14 S89°57'43"W, 773.26 FEET; THENCE LEAVING SAID SOUTH LINE N33°40'51"W, 233.22 FEET; THENCE N07°30'05"E, 216.24 FEET; THENCE N37°22'48"E, 94.55 FEET; THENCE N44°52'18"E, 68.52 FEET; THENCE N89°41'38"E, 153.06 FEET; THENCE N89°55'44"W, 423.68 FEET; THENCE N27°40'41"E, 156.80 FEET; THENCE N07°45'42"E, 79.88 FEET; THENCE N04°18'20"W, 201.45 FEET; THENCE N00°02'28"W, 186.00 FEET; THENCE N13°31'39"E, 171.58 FEET; THENCE N48°31'39"W, 115.00 FEET; THENCE N39°41'39"W, 110.00 FEET; THENCE N06°45'39"W, 140.00 FEET; THENCE N01°40'24"E, 109.20 FEET; THENCE N00°54'39"E, 157.00 FEET; THENCE N89°09'55"E, 99.00 FEET; THENCE S89°46'16"E, 71.15 FEET; THENCE N27°40'41"E, 156.80 FEET; THENCE N30°20'43"E, 71.13 FEET; THENCE S89°55'44"E, 423.68 FEET; THENCE N89°41'38"E, 153.06 FEET; THENCE N44°52'18"E, 68.52 FEET; THENCE N37°22'48"E, 94.55 FEET; THENCE N07°30'05"E, 216.24 FEET; THENCE N33°40'51"W, 233.22 FEET; THENCE S89°57'43"W, 773.26 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 27.13 ACRES, MORE OR LESS.

AS APPEARS ON THIS PLAT, IS WITH FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS, CONTAINING 27.13± ACRES MORE OR LESS, THAT WE HAVE BY THESE PRESENTS LAID OUT, SURVEYED AS NUTMEG SUBDIVISION, AND DO HEREBY DEDICATE AND CONVEY TO, AND FOR THE PUBLIC USE FOREVER HEREAFTER THE STREETS AS ARE LAID OUT AND DESIGNATED ON THIS PLAT; AND DO ALSO RESERVE PERPETUAL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND FOR IRRIGATION AND DRAINAGE FACILITIES AS ARE LAID OUT AND DESIGNATED ON THIS PLAT HEREBY RELEASING AND WAIVING ALL HOMESTEAD RIGHTS.

EXECUTED THIS 14th DAY OF August 2008.

BY: RICHARD P. BODINE, TRUSTEE

BY: Charlene L. Bodine
CHARLENE L. BODINE, TRUSTEE

STATE OF WYOMING }ss
COUNTY OF SHERIDAN }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18th DAY OF August 2008, BY RICHARD P. BODINE AND CHARLENE L. BODINE, TRUSTEES OF THE RICHARD P. BODINE TRUST, DATED DECEMBER 28, 1988.
MY COMMISSION EXPIRES: May 17, 2011

NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }ss
COUNTY OF SHERIDAN }

I, WILLIAM A. MONTOCK, OF SHERIDAN, WYOMING, A DULY REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT OF NUTMEG SUBDIVISION TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

WILLIAM A. MONTOCK P.E. & L.S. No. 3964

DIRECTOR OF PUBLIC WORKS
CERTIFICATE OF APPROVAL

THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS AND PROVISIONS OUTLINED IN THE SUBDIVISION REGULATIONS OF THE CITY OF SHERIDAN, AND APPROVED THIS 14th DAY OF August 2008, BY THE DIRECTOR OF PUBLIC WORKS OF SHERIDAN, WYOMING.

DIRECTOR OF PUBLIC WORKS
CITY OF SHERIDAN

SHERIDAN PLANNING COMMISSION
CERTIFICATE OF APPROVAL

REVIEWED BY THE CITY OF SHERIDAN PLANNING COMMISSION THIS 22 DAY OF June 2008.

ATTEST: VICE-CHAIRMAN — CHAIRMAN

CITY COUNCIL OF SHERIDAN
CERTIFICATE OF APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN, THIS 21 DAY OF July 2008.

ATTEST: CITY CLERK — MAYOR

BOARD OF COUNTY COMMISSIONERS OF SHERIDAN COUNTY
CERTIFICATE OF APPROVAL

PLAT APPROVED AND SUBDIVISION PERMIT ISSUED BY THE BOARD OF COUNTY COMMISSIONERS OF SHERIDAN COUNTY, WYOMING, THIS 5th DAY OF August 2008.

ATTEST: CLERK OF THE BOARD, Deputy — CHAIRMAN

CERTIFICATE OF COUNTY CLERK AND RECORDER

STATE OF WYOMING }ss
COUNTY OF SHERIDAN }

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE AT 3:30 O'CLOCK THIS 25 DAY OF Sept 2008, AND FILED IN DRAWER 4 PLAT NUMBER 8
INSTRUMENT No. 622259 FEE $0.00

COUNTY CLERK — DEPUTY COUNTY CLERK

SEAL

JULY 31, 2008 04314 NUTMEG SUBDIVISION NEW (TIF).dwg


JOHNSON LN
PINYON PL
FLEMING BLVD
ROSEWOOD CT
EWOODLAND PARK RD
COFFEEN AVE
KYLE DR
HIGH VIEW RD
City Limits
Terrance & Tamara
Perrin Property

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:	Transfer of Location for Gnehm Management, LLC Retail License #22
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	11/07/2018

Recommendation:

Staff recommends the approval of the transfer of location for Gnehm Management's Retail Liquor License #22 from 922 Coffeen Avenue to 635 Broadway.

Background:

The license transfer application below has been reviewed by the State and the Sheridan Police Department for completion. The application meets all requirements based off of State Statute and City Ordinance.

The new retail space will operate on a by-appointment basis with regular operating hours between 8:30 am to 11:30 am every Tuesday.

Attachments

Transfer Application - Gnehm Management

Police Department Memo

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 #: 22

License Fees
Annual Fee: $ 100.00
Prorated Fee: $
Transfer Fee: $
Publishing Fee: $ 90.00

Date filed with clerk: 10 / 04 / 2018

Advertising Dates: (2 Weeks)
10/24/2018 & 10/31/2018

Hearing Date: 11 / 19 / 2018

Publishing Fee Direct Billed to Applicant: ☐

License Term: 01 (Month) / 01 (Day) / 2019 (Year) Through 12 (Month) / 31 (Day) / 2019 (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: Gnehm Management LLC

Trade/Business Name (dba): Gnehm Management LLC

Building to be licensed/Building Address: 635 Broadway (Number & Street)

Sheridan (City) WY (State) 82801 (Zip) Sheridan (County)

Mailing Address: 1674 Hillcrest Dr (Number & Street or P.O. Box)

Sheridan (City) WY (State) 82801 (Zip)

Business Telephone Number: (307) 655-5655 Fax Number: ( )

E-Mail Address: egnehm@gmail.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)

WEST GLACIER PARK ADDITION BLOCK 2 LOT 03

FILING FOR
- ☐ NEW LICENSE
- ☒ TRANSFER OF LOCATION
- ☐ TRANSFER OWNERSHIP
- ☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY:

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

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 Mon to Sat
- ☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from ____ to By appointment and on Tuesdays from 8:30 am to 11:30 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 1 paragraph 2 of lease.

(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 4 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?
Wendy K Gnehm	8/29/76	1674 Hillcrest Dr Sheridan, WY 82801	307-655-5655	6	51%	YES ☐ NO ☒	YES ☐ NO ☒
Edward W Gnehm III	10/30/74	1674 Hillcrest Dr Sheridan, WY 82801	307-655-5655	6	49%	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)

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 Sheridan)

Signed and sworn to before me on this 28 day of September 2018, 2018 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Wendy Gnehm	Wendy K Gnehm	Owner
2)		Edward W Gnehm III	Owner
3)			
4)			
5)			
6)			

Witness my hand and official seal:

LOURDES WEIKEL
Notary Public - Wyoming
Sheridan County
My Commission Expires Nov 3, 2020

(SEAL)

Signature of Notary Public

My commission expires: 11-03-2020

Alcohol Server Education/Certification Log				
Name of Employee	Date of Hire	Certification Number	Certification Date	Additional Training Received
Edward Gachm	7/15/2012	4599463	8/10/2017	

LIQUOR LICENSE OPERATION PLAN

Name as it appears on license: Gaehm Management

Common Name (doing business as): ~~[illegible]~~ None

Street Address: 635 Broadway

Phone #: 307-655-5655

Type of License (circle): (Retail) Limited Restaurant Bar & Grill

Hours of Operation

Our planned hours of operation are: By appointment only.

Last call will be 0 **minutes before closing and last service will be** 0 **minutes before closing.** Will not serve on premises.

Format

The premises will be operated as: Operated as a ~~retail store~~ package liquor store pre-ordered and by appointment.

Include: Nature of business

- Bar
- (Package Liquor)
- Restaurant

Regular Events

- Happy Hour
- Live Entertainment

Special Events

- Competitions of Strength
- Other Special Events

(All outside events require and Malt Beverage or Catering Permit)

Security/ Crowd Control/ Capacity Limits

The Official Capacity limit for our business is:

N/A Do not expect more then 3 to 5 people at a time.

In order to comply with our capacity limits we shall:

Arrange appointments to maintain capacity.

We shall maintain peace and order in and around our business by:

By using rear entry door on train tracks side thereby limiting impacts on neighborhood.

Rules of the establishment shall be enforced by:

Owners.

Alcohol Management

To comply with laws regarding alcoholic and malt beverages, including the use of eighteen (18) to twenty (20) year old servers in restaurants if applicable, our establishment will:

no employ under 21 year olds.

Signature of License Holder 6/20/2018 **Date**

Edward Graham
Printed Name

LEASE

Lessor: Tomahawk Pipeline LLC
Lessee: Gnehm Management LLC

Leased Property: The East room with overhead door of 635 Broadway Sheridan, Wyoming.

Term: From May 1, 2018 to November 30, 2020.

Rent: One ($1) Dollar plus other good and valuable consideration

Purpose: The property shall be used for the retail sale of cases or large lots of liquor or malt beverages and to comply with all City and State laws for the use of Sheridan, Wyoming City Liquor License # 21. Lessee will not sale any liquor or malt beverages which are intended to be consumed on the property.

Indemnity: Lessee shall indemnify Lessor and owner from all liability, loss or other damages claims or obligations resulting from Lessee use of the property.

Dated this 16 day of May, 2016.

Gnehm Management LLC

Tomahawk Pipeline LLC

Owner Approved John C. Waggoner, Trustee

BANK OF THE WEST

September 25, 2018

Gnehm Management LLC

1674 Hillcrest Drive

Sheridan, WY 82801

To Whom It May Concern:

This letter certifies that Gnehm Management LLC has an active account with Bank of the West and the account is in good standing.

Jade Stanley

Jade Elizabeth Stanley
Universal Banker I

NMLS #1732057
2 N Main St, Sheridan, WY 82801
Tel: (307) 674-4411 Direct: (307) 461-6024 Fax: (307) 672-6886
E-mail: jade.stanley@bankofthewest.com

CITY OF SHERIDAN, WYOMING

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

Mayor Roger Miller City Administrator Mark Collins

LIQUOR LICENSE OPERATION PLAN

Name as it appears on license:_____Gnehm Management LLC_____

Common Name (doing business as): _____Gnehm Management_____

Street Address: _____635 Broadway, East Room_____

Phone #: __307-655-5655_____

Type of License (circle): Retail Limited Restaurant Bar & Grill

Hours of Operation

Our planned hours of operation are:
_____Tuesdays 8:30am to 11:30am, and by appointment. _____
_____

Last call will be _N/A__ minutes before closing and last service will be _N/A__ minutes before closing. (Note: will not serve on premises.)

Format

The premises will be operated as: _____Special order Retail. _____
_____
_____

Include:

Nature of business	Regular Events	Special Events
Bar	Happy Hour	Competitions of Strength
Package Liquor	Live Entertainment	Other Special Events
Restaurant		

(All outside events require and Malt Beverage or Catering Permit)

CITY OF SHERIDAN, WYOMING

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

Mayor Roger Miller City Administrator Mark Collins

Security/ Crowd Control/ Capacity Limits

The Official Capacity limit for our business is:
_____aprox 20 people._____
_____

In order to comply with our capacity limits we shall:
_____Stagger appointments and for walkins we will schedule a future appointment if capacity is over. _____
_____

We shall maintain peace and order in and around our business by:
_____Limiting the number of customers assisted at a given time. _____
_____

Rules of the establishment shall be enforced by:
_____Management and designated trained staff. _____
_____

Alcohol Management

To comply with laws regarding alcoholic and malt beverages, including the use of eighteen (18) to twenty (20) year old servers in restaurants if applicable, our establishment will:
_____Only hire 21+ employees that are certified buy TIPS. _____
_____

Signature of License Holder

10/24/2018
Date

Edward Grehm III
Printed Name

CITY OF SHERIDAN, WYOMING

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

Clerk's Office

MEMORANDUM

Re: **Application for Location Transfer - #22 Retail License for Gnehm Management LLC from 922 Coffeen Avenue to 635 Broadway**

From: **Cecilia Good, City Clerk**

To: **Richard Adriaens, Chief of Police**

Advertising: **10/24/2018 and 10/31/2018**

The following applicant has applied for an ownership transfer of Retail License #22:

I have no objection to the application for the Ownership Transfer Application:

Richard Adriaens, Chief of Police

I object to the above application. _____

Reason:

_____

_____

_____

_____

_____
Richard Adriaens, Chief of Police

END OF MEMO

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:	Transfer of Ownership for Best Western Resort License #2
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	11/07/2018

Recommendation:

Staff recommends that Mayor and Council approve the transfer of Resort License #2. This transfer is exchanging entities between the Retail License #19 and Resort License #2 held at the same location as an effort to correct a mistake made upon the original transfer.

Background:

The license transfer application below has been reviewed by the State and the Sheridan Police Department for completion. The application meets all requirements of State Statute and City Ordinance. This transfer will be made effective for the new licensing term 1/1/2019 to 12/31/2019.

Attachments

Transfer Application - Resort License #2

Police Department Memo

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 #: 2

License Fees
Annual Fee: $_____.____
Prorated Fee: $_____.____
Transfer Fee: $ 100 .00
Publishing Fee: $ 90 .00

Date filed with clerk: 9 / 19 / 2018

Advertising Dates: (2 Weeks) 10/3/2018 & 10/10/2018

Hearing Date: 10 / 15 / 2018

Publishing Fee Direct Billed to Applicant: ☐

License Term: 1 (Month) / 1 (Day) / 2019 (Year) Through 12 (Month) / 31 (Day) / 2019 (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: Sheridan Ventures LLC

Trade/Business Name (dba): Best Western Sheridan Center.

Building to be licensed/Building Address: 612 N Main Street (Number & Street)
Sheridan (City) WY (State) 82801 (Zip) _____ (County)

Mailing Address: 612 N Main Street (Number & Street or P.O. Box)
Sheridan (City) WY (State) 82801 (Zip)

Business Telephone Number: (307) 674-7421 Fax Number: (307) 672-6250

E-Mail Address: _____

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
See Attached Legal Description

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: Wyoming Resorts LLC

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 Mon to Sun

☐ NON-OPERATIONAL/PARKED
HOURS OF OPERATION (e.g. 10a - 2a) from 3pm to 10pm

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 I paragraph II of lease.

(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph IV 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?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
		See Attached				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)

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 Sheridan *)*

Signed and sworn to before me on this 14 day of September, 2018 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Andrew Clayton	Andrew Clayton	Managing Member
2)			
3)			
4)			
5)			
6)			

RENAE K. MORRIS NOTARY PUBLIC COUNTY OF SHERIDAN STATE OF WYOMING MY COMMISSION EXPIRES NOV. 14, 2021

Witness my hand and official seal:

Renae K Morris
Signature of Notary Public

(SEAL)

My commission expires: Nov 14, 2021

SHERIDAN VENTURES LLC
Resort License

Legal Description

612 Main Street, Sheridan WY 82801

LOTS 13 & 14, BLOCK 40, LOTS 1,2 &18-22 OF BLOCK 49, LOTS 3-16 OF BLOCK 39 & LOT 3 OF BLOCK 38, SHERIDAN LAND CO ADDITION, CITY OF SHERIDAN

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION
Sheridan Ventures LLC

6.

True and Correct Name	Date of Birth	Residence Address No & Street City, State & Zip	Residence Phone Number	No of Years in Corp or LLC	% of Coprorate Stock Held	Have you been Convicted of a felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Andrew Layton	10/27/1955	14127 Farmview Lane NE Bainbridge Island, WA 98110	(206) 842-2711	10	47.70%	No √	No √
John Power	8/16/1962	282 Pilots Reach, The Sea Ranch CA 95497	(707) 775-1001	10	16.67%	No √	No √
Dave Brown	12/27/1962	10575 Morning Lane NE, Bainbridge Island WA 98110	(206) 855-9726	0	16.67%	No √	No √
Tom Perilstein	8/13/1956	12005 Arrow Point Drive, Bainbridge Island WA 98110	(206) 842-9042	0	16.67%	No √	No √
Patrick Layton	12/24/1987	90 Parker Ave #305, San Francisco CA 94118	(206) 963-8367	0	2.30%	No √	No √

LEASE AGREEMENT

THIS AGREEMENT is entered into this day by and between Wyoming Resorts LLC, dba Best Western Center, ("Lessor") and Sheridan Ventures LLC, dba Best Western Sheridan Center ("Lessee"), and in consideration of the rents, covenants and agreements contained herein, the Lessor and Lessee wish to enter into this lease agreement, and do hereby agree as follows:

I.
PROPERTY DESCRIPTION

Pursuant to the terms of this agreement, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following real property (hereinafter the "leased premises"):

All of the property known as Best Western Sheridan Center Hotel excluding 1,963 square feet, including a 350 square foot alcohol dispensing area, in the southeast corner of the Best Western Center, 612 North Main Street, Sheridan, Wyoming

II.
TERM

The term of this lease shall commence on May 1, 2018, and shall continue for a period of ten (10) years. The lease shall be extended for periods of ten (10) years or as the parties may agree.

III.

RENTAL

Lessee agrees to pay, without demand, to Lessor as rent for the leased premises the sum of Ten Dollars ($10.00) per month in advance due on the first day of May, 2018, and the first day of each and every month thereafter for the Term of this lease.

IV.
SALE OF ALCOHOL

Lessee has the express authority to sell alcohol in the leased premises.
DATED this 14th day of September , 2018.

LESSOR:

By:_____
Wyoming Resorts LLC, dba Best Western Sheridan Center

LESSEE:

By:_____
Sheridan Ventures LLC

Pinnacle Bank

September 12, 2018

City of Sheridan
Cecilia Good
55 Grinnell Plaza, 3rd Floor
Sheridan WY 82801

RE: Sheridan Ventures LLC
Liquor License

Dear Ms. Good:

Please be advised that Pinnacle Bank – Wyoming has reviewed the financial condition of Sheridan Ventures LLC and is satisfied that the entity is in good and stable financial standing.

Thank you.

Sincerely,

Minnie L. Miller
Market President

FORM OF ASSIGNMENT

Wyoming Resorts LLC, dba Best Western Center, ("Assignor") agrees to assign it's interest in the Resort License, (Local license number 2) and Sheridan Ventures LLC, dba Best Western Sheridan Center ("Assignee").

Transfer of ownership is subject to approval by the City of Sheridan

.
DATED this 14th day of September , 2018.

ASSIGNOR:

By:_____
Wyoming Resorts LLC, dba Best Western Sheridan Center

ASSIGNEE:

By:_____
Sheridan Ventures LLC

CITY OF SHERIDAN, WYOMING

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

Mayor Roger Miller City Administrator Mark Collins

LIQUOR LICENSE OPERATION PLAN

Name as it appears on license: Sheridan Ventures LLC

Common Name (doing business as): Best Western Sheridan Center

Street Address: 612 N Main St, Sheridan WY 82801

Phone #: (307) 674 - 7421

Type of License (circle): Retail Limited Restaurant Bar & Grill Resort

Hours of Operation

Our planned hours of operation are:

Sunday Noon - 9pm extended hours for special events
Mon - Sat 11am - 10pm "

Last call will be 30 **minutes before closing and last service will be** 20 **minutes before closing.**

Format

The premises will be operated as:

Banquet Space for Weddings, business events, associations and organization meetings

Include:

Nature of business	Regular Events	Special Events
Bar	Happy Hour	Competitions of Strength
Package Liquor	Live Entertainment	Other Special Events
Restaurant		

(All outside events require and Malt Beverage or Catering Permit)

Security/ Crowd Control/ Capacity Limits

The Official Capacity limit for our business is:

CITY OF SHERIDAN, WYOMING

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

Mayor Roger Miller City Administrator Mark Collins

300 occupants

In order to comply with our capacity limits we shall:
Conduct a headcount during special events

We shall maintain peace and order in and around our business by:
TIPS certified employees, staff or designated security personnel will notify law enforcement as soon as potential problems arise
ID customers who appear to be 30 or under

Rules of the establishment shall be enforced by:
General Manager, bar Manager, banquet Manage

Alcohol Management

To comply with laws regarding alcoholic and malt beverages, including the use of eighteen (18) to twenty (20) year old servers in restaurants if applicable, our establishment will:
Only TIPS certified employees within 60 days of employment

Signature of License Holder
Andrew J Layton

Date
9/18/2018

Printed Name
Andrew Layton

Alcohol Server Education/Certification Log

Name of Employee	Date of Hire	Certification Number	Certification Date	Additional Training Received
Brian Bales	5/14/2018	4724977	2/7/2018	
Bruce Salyards	5/14/2018	466 5413	11/06/2017	
Charise Webb	5/14/2018	4665424	11/06/2017	
Julan Vela	5/14/2018	4665429	11/06/2017	
Tamara Jelly	5/14/2018	4579836	7/18/2017	

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

Clerk's Office

MEMORANDUM

Re: **Application for Ownership Transfer - #2 Resort License from Wyoming Resorts LLC to Sheridan Ventures, LLC**

From: **Cecilia Good, City Clerk**

To: **Richard Adriaens, Chief of Police**

Advertising: **10/03/2018 and 10/10/2018**

The following applicant has applied for an ownership transfer of Resort License #2: **Sheridan Ventures, LLC**

I have no objection to the application for the Ownership Transfer Application:



Richard Adriaens, Chief of Police

I object to the above application. _____

Reason:

_____

_____

_____

_____

_____
Richard Adriaens, Chief of Police

END OF MEMO

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:	Transfer of Ownership for Main Street Tavern Retail License #19
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	11/08/2018

Recommendation:

Staff recommends that Mayor and Council approve the transfer of Resort License #2. This transfer is exchanging entities between the Retail License #19 and Resort License #2 held at the same location as an effort to correct a mistake made upon the original transfer.

Background:

The license transfer application below has been reviewed by the State and the Sheridan Police Department for completion. The application meets all requirements of State Statute and City Ordinance. This transfer will be made effective for the new licensing term 1/1/2019 to 12/31/2019.

Attachments

Transfer Application - Retail License #19

Police Department Memo

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 #: 19

License Fees
Annual Fee: $_____
Prorated Fee: $_____
Transfer Fee: $100.00
Publishing Fee: $90.00

Date filed with clerk: 9 / 19 / 2018

Advertising Dates: (2 Weeks) 10/3/2018 & 10/10/2018

Hearing Date: 10 / 15 / 2018

Publishing Fee Direct Billed to Applicant: ☐

License Term: 1 (Month) / 1 (Day) / 2019 (Year) Through 12 (Month) / 31 (Day) / 2019 (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: Wyoming Resorts LLC

Trade/Business Name (dba): Main Street Tavern / Best Western Sheridan Center

Building to be licensed/Building Address: 612 N Main Street (Number & Street)
Sheridan (City) WY (State) 82801 (Zip) Sheridan (County)

Mailing Address: 612 N Main Street (Number & Street or P.O. Box)
Sheridan (City) WY (State) 82801 (Zip)

Business Telephone Number: (307) 674-7421 Fax Number: (307) 672-6250

E-Mail Address: andrewlayton7@gmail.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
See Attached Legal Description

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: Sheridan Ventures LLC

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 Mon to Sun

☐ NON-OPERATIONAL/PARKED
HOURS OF OPERATION (e.g. 10a - 2a) from 3pm to 10pm
Extended Hours for special events

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_____paragraph_____of lease.

(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____paragraph_____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?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
		See Attached.				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)

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 Sheridan *)*

Signed and sworn to before me on this 14 day of September, 2018, that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Andrew T Layton	Andrew Layton	Managing Member
2)			
3)			
4)			
5)			
6)			

RENAE K. MORRIS NOTARY PUBLIC COUNTY OF SHERIDAN STATE OF WYOMING MY COMMISSION EXPIRES NOV. 14, 2021

Witness my hand and official seal:

Renae K Morris
Signature of Notary Public

(SEAL)

My commission expires: Nov 14, 2021

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION
Wyoming Resorts LLC

6.

True and Correct Name	Date of Birth	Residence Address No & Street City, State & Zip	Residence Phone Number	No of Years in Corp or LLC	% of Coprorate Stock Held	Have you been Convicted of a felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Andrew Layton	10/27/1955	14127 Farmview Lane NE Bainbridge Island, WA 98110	(206) 842-2711	10	47.70%	No √	No √
John Power	8/16/1962	282 Pilots Reach, The Sea Ranch CA 95497	(707) 775-1001	10	16.67%	No √	No √
Dave Brown	12/27/1962	10575 Morning Lane NE, Bainbridge Island WA 98110	(206) 855-9726	0	16.67%	No √	No √
Tom Perilstein	8/13/1956	12005 Arrow Point Drive, Bainbridge Island WA 98110	(206) 842-9042	0	16.67%	No √	No √
Patrick Layton	12/24/1987	90 Parker Ave #305, San Francisco CA 94118	(206) 963-8367	0	2.30%	No √	No √

WYOMING RESORTS LLC
Retail License

Legal Description

612 Main Street, Sheridan WY 82801

ALL LOTS 5-12, BLOCK 39, SHERIDAN LAND CO

FORM OF ASSIGNMENT

Sheridan Ventures LLC, dba Best Western Sheridan Center, ("Assignor") agrees to assign it's interest in the Retail Liquor License, (Local license number 19) to Wyoming Resorts LLC, dba Best Western Sheridan Center ("Assignee").

Transfer of ownership is subject to approval by the City of Sheridan

.
DATED this 14th day of September , 2018.

ASSIGNOR:

By: Andrew T Swayton
Sheridan Ventures LLC

ASSIGNEE:

By: Andrew T Swayton
Wyoming Resorts LLC

Pinnacle Bank

September 12, 2018

City of Sheridan
Cecilia Good
55 Grinnell Plaza, 3rd Floor
Sheridan WY 82801

RE: Wyoming Resorts LLC
Liquor License

Dear Ms. Good:

Please be advised that Pinnacle Bank – Wyoming has reviewed the financial condition of Wyoming Resorts LLC and is satisfied that the entity is in good and stable financial standing.

Thank you.

Sincerely,

Minnie L. Miller
Market President

EQUAL HOUSING LENDER

MEMBER FDIC

PO Box 1369
125 South 5th Street
Thermopolis, Wyoming 82443

PHONE: 307.864.5555
FAX: 307.864.5705
wypinnbank.com

CITY OF SHERIDAN, WYOMING

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

Mayor Roger Miller City Administrator Mark Collins

LIQUOR LICENSE OPERATION PLAN

Name as it appears on license: Wyoming Resorts LLC

Common Name (doing business as): Main Street Tavern / Best Western Sheridan Center

Street Address: 612 N Main street Sheridan Wy 82801

Phone #: (307) 674-7421

Type of License (circle): (Retail) Limited Restaurant Bar & Grill

Hours of Operation

Our planned hours of operation are: Mon – Sun 3pm - 10pm / Extended ours for special events and popular sports broadcasts

Last call will be 30 **minutes before closing and last service will be** 20 **minutes before closing.**

Format

The premises will be operated as: A bar that sells alcoholic beverages supplemented with food served from food trucks and / or caterers and deliveries from restaurants with take-out food provisions

Include: **Nature of business**
(Bar)
Package Liquor
Restaurant

Regular Events
(Happy Hour)
Live Entertainment

Special Events
Competitions of Strength
Other Special Events

(All outside events require and Malt Beverage or Catering Permit)

Security/ Crowd Control/ Capacity Limits

The Official Capacity limit for our business is:

CITY OF SHERIDAN, WYOMING

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

Mayor Roger Miller City Administrator Mark Collins

150 Occupants.

In order to comply with our capacity limits we shall:
Conduct a headcount of customers in the bar during regular business hours and special events

We shall maintain peace and order in and around our business by:
Having TIPS trained employees, staff to notify law enforcement immediately if potential problems arise. Staff will ID customers who appear to be under the age of 30.

Rules of the establishment shall be enforced by:
Hotel Manager/s or Bar Manager

Alcohol Management

To comply with laws regarding alcoholic and malt beverages, including the use of eighteen (18) to twenty (20) year old servers in restaurants if applicable, our establishment will:
Allow only TIPs certified employees who receive TIPS training within 60 days of employment to serve alcohol. TIPS log to be

Signature of License Holder
Andrew T Layton

Date
9-14-2018

Printed Name
Andrew Layton

CITY OF SHERIDAN, WYOMING

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

Clerk's Office

MEMORANDUM

Re: **Application for Ownership Transfer -#19 Retail License from Sheridan Ventures, LLC to Wyoming Resorts, LLC**

From: **Cecilia Good, City Clerk**

To: **Richard Adriaens, Chief of Police**

Advertising: **10/03/2018 and 10/10/2018**

The following applicant has applied for an ownership transfer of Retail License #19: **Wyoming Resorts, LLC**

I have no objection to the application for the Ownership Transfer Application:

_____
Richard Adriaens, Chief of Police

I object to the above application. _____

Reason:

_____

_____

_____

_____

_____
Richard Adriaens, Chief of Police

END OF MEMO

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:	New Application for Satellite Permit #4 - Weston Fine Spirits at 122 N. Main Street
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	11/07/2018

Background:

The license transfer application below has been reviewed by the State and the Sheridan Police Department for completion. The application meets all requirements of State Statute and City Ordinance.

This license will operate in alongside Weston Wineries, but will be a separate entity. There will be two point of sale systems and cash registers where wine sales will be under Weston Wineries register and sales for spirits will be under Vanatta Fine Liquor.

Attachments

New Application for Satellite Distillery License #4

Police Department Memo

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 #: 4

License Fees
Annual Fee: $
Prorated Fee: $ 17.00
Transfer Fee: $
Publishing Fee: $ 90.00

Date filed with clerk: 10 / 16 / 2018

Advertising Dates: (2 Weeks)
10/24/2018 & 10/31/2018

Hearing Date: 11 / 19 / 2018

Publishing Fee Direct Billed to Applicant: ☐

License Term: 11 / 19 / 2018 (Month / Day / Year) Through 12 / 31 / 2018 (Month / Day / 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: VANATTA FINE LIQUOR LLC

Trade/Business Name (dba): WESTON FINE SPIRITS

Building to be licensed/Building Address: 122 N MAIN ST (Number & Street)

SHERIDAN (City) WY (State) 82801 (Zip) SHERIDAN (County)

Mailing Address: 1 STEVENSON RD (Number & Street or P.O. Box)

LARAMIE (City) WY (State) 82070 (Zip)

Business Telephone Number: (307) 274-0333 Fax Number: (307) 240-2777

E-Mail Address: JESSICA@WESTONVENTURESINC.COM

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)

LOT 13, BLOCK 2, ORIGINAL TOWN OF SHERIDAN, WY

FILING FOR
- ☒ NEW LICENSE
- ☐ TRANSFER OF LOCATION
- ☐ TRANSFER OWNERSHIP
- ☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY:

FILING IN (CHOOSE ONLY ONE)
- ☐ CITY OF: SHERIDAN
- ☐ COUNTY OF: SHERIDAN

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

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 JANUARY to DECEMBER

☐ SEASONAL/PART-TIME — DAYS OF WEEK (e.g. Mon through Sat) from TUESDAY to SATURDAY

☐ NON-OPERATIONAL/PARKED — HOURS OF OPERATION (e.g. 10a - 2a) from 12:00 PM to 10:00 PM

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 1 paragraph 3 of lease.

(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph 8 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?
ROBERT VANATTA	3/08/1988	1930 KOUNTZ AVE	307.257.0647	5.9 YRS	91%	YES ☐ NO ☒	YES ☐ NO ☒
WESTON VENTURES INC.	5/6/2011	1 STEVENSON RD LARAMIE, WY 82070	307.274.0333	0.5 YRS	9% OF VANATTA FINE LIQUOR LLC	YES ☐ NO ☒	YES ☐ NO ☒
JESSICA L. FLEENOR	2/6/1985	1 STEVENSON RD LARAMIE, WY 82070	307.274.0333	0.5 YRS	100% OF WESTON VENTURES INC.	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)

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 Sheridan *)*

Signed and sworn to before me on this 2 day of October, 2018 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Jessica L. Fleenor	Jessica L. Fleenor	President of Member
2)			
3)			
4)			
5)			
6)			

Witness my hand and official seal:

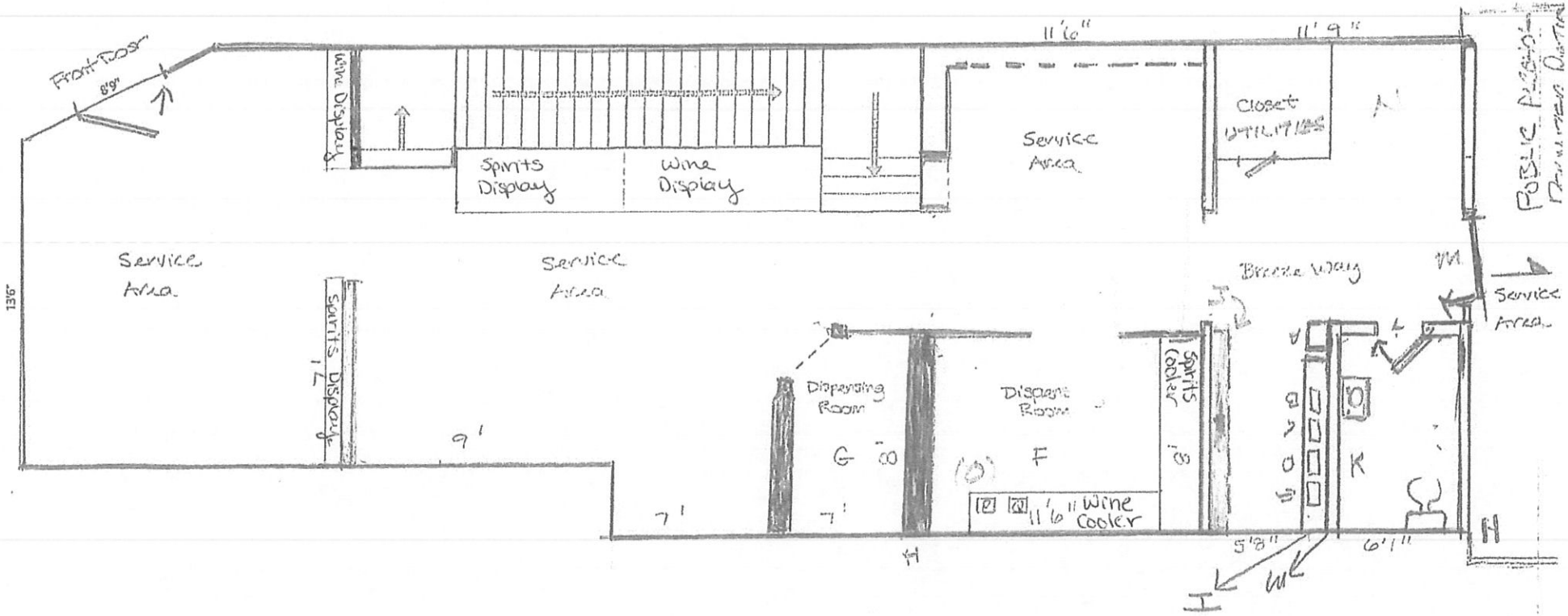
Renae K. Morris
Signature of Notary Public

(SEAL)

RENAE K. MORRIS NOTARY PUBLIC COUNTY OF SHERIDAN STATE OF WYOMING MY COMMISSION EXPIRES NOV. 14, 2021

My commission expires: Nov 14, 2021

WESTON WINERIES
SHERIDAN TASTING ROOM
WHEN PRINTED ON 11 X 17": SCALE 1/4" = 1'



A. Service Hand Sink
B. Dump Sink
C. Wash Sink
D. Rinse Sink
E. Sanitize Sink
F. Dispensing Room for Wine & Cider
G. Over 21 Area
H. Granite Bar Top

I. Glass Racks for Air Drying (Min. 40 glasses)
J. Dirty Glass Holders
K. Public Unisex Restroom
L. Door with Appropriate ADA Door Closures
M. Customer Access to Back Patio; Includes Screen Door
N. Wine & Employee Personal Item Storage
O. Linoleum flooring; plastic cove base
P. Winery Cash Register / POS
Q. Distillery Cash Register / POS

CITY OF SHERIDAN, WYOMING

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

Mayor Roger Miller City Administrator Mark Collins

LIQUOR LICENSE OPERATION PLAN

Name as it appears on license: VANATTA FINE LIQUOR LLC

Common Name (doing business as): WESTON FINE SPIRITS

Street Address: 122 N MAIN ST, SHERIDAN, WY 82801

Phone #: 307.274.0333

Type of License (circle): **Retail** **Limited** **Restaurant** **Bar & Grill** (Distillery Satellite)

Hours of Operation

Our planned hours of operation are:
HOURS CHANGE SEASONALLY, BUT TYPICAL HOURS TUESDAY - SATURDAY 12P - 10P

Last call will be 30 **minutes before closing and last service will be** 15 **minutes before closing.**

Format

The premises will be operated as:
SPIRITS TASTING ROOM IN CORRIDINATION WITH WESTON WINERIES WINE TASTING ROOM

Include:	Nature of business	Regular Events	Special Events
	Bar	Happy Hour	Competitions of Strength
	Package Liquor	Live Entertainment	Other Special Events
	Restaurant	SPIRITS TASTING ROOM	

(All outside events require and Malt Beverage or Catering Permit)

Security/ Crowd Control/ Capacity Limits

The Official Capacity limit for our business is:

CITY OF SHERIDAN, WYOMING

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

Mayor Roger Miller City Administrator Mark Collins

49 people

In order to comply with our capacity limits we shall:

Conduct a head count of customers in the tasting room during regular business hours and during special events.

We shall maintain peace and order in and around our business by:

All servers will be Tips trained and advised to ID any patron who appears under 40 years of age.

Should an incident arise, staff will notifiy law enforcement as soon as possible. Staff will encourage patrons who appear intoxicated to ride home with a friend, or take an Uber/taxi or safe ride program.

Rules of the establishment shall be enforced by:

The contracted tasting room manager.

Alcohol Management

To comply with laws regarding alcoholic and malt beverages, including the use of eighteen (18) to twenty (20) year old servers in restaurants if applicable, our establishment will:

Be TIPS trained or utilize other WLD approved alcohol training program certification and if not already certified become so within 45 days of start date. A log of all certifications will be kept in a 3-ring binder for inspection by licensing agents at the register.

Jessica L. Fleenor

Signature of License Holder

09/26/2018

Date

Jessica L. Fleenor, Member

Printed Name

Anthony L Tarver
Vice President Commercial Lending
Sr. Business Relationship Manager

Sheridan Business Banking
424 N Main St
Sheridan, WY 82801

Tel: 307 675 2862
Fax: 307 675 1146
Cell: 307 752 4059
anthony.l.tarver@wellsfargo.com

October 2, 2018

To: Wyoming Liquor Division

RE: Credit Reference Letter for:

Vanatta Fine Liquor, LLC
122 N Main St
Sheridan, WY 82801

To Whom It May Concern:

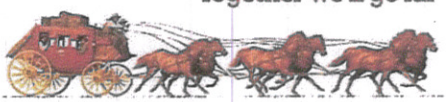
Vanatta Fine Liquor, LLC has a banking relationship with Wells Fargo Bank in Sheridan. Wyoming. All accounts have been handled as agreed and are in good standing.

If further information is required, please contact this office at (307)752-4059.

Sincerely,

Anthony Tarver
Senior Business Relationship Manager
Wells Fargo Bank, N.A.
Office: 307-675-2862
Cell: 307-752-4059

Together we'll go far



COMMERCIAL SHARED SUB-LEASE AGREEMENT
122 North Main Street
Sheridan, Wyoming 82801

WHEREAS "LESSOR," **307 Holdings, LLC**, or their assigns, agrees to lease the real property located at 122 N Main St, Sheridan, Wyoming, 82801, Sheridan County, Wyoming, the legal description of which is the North 22 feet of the South 27 feet of Lot 13, in Block 2 of the Original Town of Sheridan, Sheridan County, Wyoming, according to the reported plat thereof, to "LESSEE" **Vanatta Fine Liquor, LLC**, or it's assigns, under the following terms.

1. LESSOR and LESSEE are limited liability companies organized under the laws of the State of Wyoming and each of LESSOR and LESSEE represents and warrants that it is in good standing under the laws of the State of Wyoming and has full power and authority to enter into this Commercial Lease Agreement (hereinafter the "Lease").

2. PROPERTY. The LESSOR leases to LESSEE Property hereby referred to as "122 N Main St", the legal description of which is: the North 22 feet of the South 27 feet of Lot 13, in Block 2 of the Original Town of Sheridan, Sheridan County, Wyoming, according to the reported plat thereof. This includes the attached west outside courtyard including the fence attached to the west entrance onto the property, as well as all improvements, and the appurtenances.

   LESSEE acknowledges and agrees this premises is also leased to Weston Wineries LLC and that the two entities will share this leased premises according to their own drafted "Joint Tasting Room Standard Operating Agreement.

3. TERM AND RENEWAL. The term of this Lease is 2.5 years beginning on October 1, 2018 and ending March 31, 2020. Should LESSEE fail to give written notice to LESSOR of LESSEE'S intent to vacate on or before March 31, 2020, this Lease shall automatically renew for a period of 2 years beginning on April 1, 2020 and ending on March 31, 2022.

4. RENTAL AMOUNT. LESSEE agrees to pay LESSOR:
   [redacted] per month for both terms of this lease

   Monthly rent payments are due on the 1st of each month. Beginning the 15th of each month, LESSEE will be charged $25 per day for each day the monthly rental payment is late, not to exceed $750 (Seven Hundred Fifty Dollars) per monthly payment in late fees. If the current rent due plus any late fees charged is not paid by the last day of the month the rent is due, LESSOR may begin the due process to terminate the Lease pursuant to Wyoming Statutes.

5. SECURITY DEPOSIT. LESSOR acknowledges LESSEE will not pay a security deposit.

6. REMODEL AND IMPROVEMENTS. LESSOR and LESSEE acknowledge significant remodel and improvements must be completed to maximize financial feasibility of the Property and the business which reside within. LESSEE acknowledges that all structural improvements of remodel would remain with the

building if Lease is terminated. LESSEE acknowledges all improvements requiring governmental approval must also be approved by LESSOR. No reasonable request for alteration and remodel will be denied. LESSOR'S approval process may take into consideration financial feasibility, value of the Property and how the proposed alteration and remodel will affect the value of the Property, and local regulatory matters.

7. USE. LESSEE will be solely responsible for keeping all outside areas clean and in presentable condition and for maintaining current county licensing.

8. LEASE PROVISION. LESSOR acknowledges and agrees that LESSEE may sell alcoholic or malt beverage on the Property in accordance with W.S. 12-4-103 (a) (iii). LESSEE'S license is not held by any person employed by the state or a city, town or county as a law enforcement officer or who holds office as a law enforcement officer through election.

9. CONFIDENTIALITY AND SECURITY. LESSOR agrees and understands that tenants of the Property shall have confidential business and/or client information on the Property. LESSOR agrees that it will hold in strictest confidence any and all information it may obtain while on the Property, whether obtained accidentally or purposefully. LESSEE shall ensure that any employee, sub-lessee, or other party under its control will be held to the same standards of confidentiality and shall be held liable for any and all damages incurred by breaching such confidentiality. In addition, LESSOR acknowledges the importance of confidentiality and security and agrees to take reasonable steps to ensure the confidentiality and security of LESSEE'S business information and affairs. Nothing herein, however, shall affect LESSOR'S right to enforce its remedies under this Lease in the event of a default by LESSEE.

10. WASTE AND HAZARDOUS ACTIVITIES. LESSEE shall not commit or suffer to be committed any waste on the Property, nor shall LESSEE permit the Property to be used in any way which would be hazardous on account of fire, toxic chemicals or anything else which would in any way increase or render void any insurance on the Property.

11. SIGNS AND AWNINGS. LESSEE has the right to choose/regulate all signs and awnings on the building exterior with prior approval from LESSOR. All signs shall comply with the County of Sheridan sign laws and codes and shall be installed in a manner to avoid injury or defacement of the Property. Upon the expiration or sooner termination of this Lease , all signs placed by the LESSEE shall be removed and all damage caused by the erection, maintenance or removal of any of the signs shall be fully repaired at the expense of the LESSEE. All awnings shall remain on the Property and shall not be removed by LESSEE. All signage lighting installed by LESSEE shall conform to the County of Sheridan laws and codes.

12. UTILITIES. LESSEE will be responsible for electricity, gas, water, sewage, telephone, internet, or cable television service and other utilities as they pertain to the this Lease. LESSEE shall be responsible for the payment of utility services beginning as of April 1, 2019.

13. PROPERTY TAX. LESSOR's LESSOR will be responsible for property taxes, as well as any property taxes prorated as of April 1, 2019.

14. REPAIRS AND MAINTENANCE. LESSEE and LESSOR agree as follows:

    a. By accepting possession of the Property, LESSEE has accepted the Property in its present condition. LESSOR warrants Property is free of dangerous material and is structurally sound as of April 1, 2019.

    b. LESSOR shall maintain in good repair the structural exterior of the property, including but not limited to, structural components of the roof, exterior walls, and foundations. In the event repairs of the above or any uninsured casualty occurs LESSOR shall only be responsible for the first $100,000.00, thereafter LESSEE may pay (but not obligated to) for the additional costs of said repair or give notice to LESSOR of Intend to cancel in 30 days, thereafter this agreement is

cancelled in 30 days. LESSOR shall be responsible for maintenance and repair of all electrical, utility, and plumbing to the building from point of connection of utility sources to the leased Property, this includes connections to and repair of leech field or septic system. LESSOR shall also be responsible for removal, containment or other elimination of any harmful, hazardous, toxic material including, but not limited to, asbestos, lead paint, and radon gas, if it becomes mandatory by law, regulation or order and if these items were on property (premises) prior to April 1, 2015. During the term hereof, LESSEE shall give LESSOR written notice of the necessity for such repairs.

c. LESSEE agrees to maintain and be responsible for repair costs (including replacements) of all elements of the Property (excluding the structural components of exterior walls and foundations and items listed in Section 16(b), above, including the interior of the Property, all plumbing (including overhead sprinkler system, if any) heating, air conditioning, ventilating, electrical and lighting facilities and equipment, wiring, fixtures, walls, wall coverings, ceilings, floors, windows, doors, glass, and entrances.

d. LESSEE will be responsible for keeping exterior and interior of Property in good, clean and habitable condition, including trash and snow removal.

e. LESSEE shall not allow any damage to be committed on any portion of the Property, and on termination of the Lease, LESSEE shall deliver the Property to LESSOR in good condition, ordinary wear and tear excepted. All structural upgrades to the Property are to remain upon termination of the Lease.

f. All requests for repairs or maintenance that are the responsibility of LESSOR pursuant to any provision of this Lease must be made in writing by LESSEE to LESSOR or its designee at the address set forth below or as amended in writing from time to time. LESSOR acknowledges the time sensitivity of repairs which will be high priority. A signed and dated receipt from 307 Holdings, LLC will be returned to LESSEE acknowledging receipt of request(s).

307 Holdings, LLC
P.O. Box 824
Sheridan, Wyoming 82801

15. COMPLIANCE WITH LAWS, RULES AND REGULATIONS. LESSEE, at its sole cost and expense, shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction relating to the use, condition, re-facing and non-re-structural remodeling, and occupancy of the Property by LESSEE and/or its Sub-lessees including ADA compliance.

16. CONDEMNATION. If, during the Term, all or a substantial part of the Property are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Property for the purpose for which they are then being used, this Lease shall terminate and the Rent shall be abated for the remaining portion of the Term, effective on the earlier of (i) the date physical possession is taken by the condemning authority or (ii) the date on which it is impracticable for LESSEE to conduct its business on the Property.

17. FIRE AND CASUALTY. If fire or other casualty destroys the Property, whether such loss is total or partial, this Lease Agreement shall proceed and the rent shall be paid upon receipt of insurance proceeds. LESSEE shall be obligated, to the full extent of the insurance proceeds and other sums recovered, to return the Property to its former condition, unless parties mutually agree in writing to another use of the insurance proceeds.

If the Property cannot for any reason, be restored to its former condition, then either LESSEE or LESSOR may terminate this Lease Agreement by delivering written notice to the appropriate party. Upon such

termination, insurance proceeds shall be distributed to LESSOR.

18. PROPERTY AND LIABILITY INSURANCE. LESSEE agrees as follows:

    a. LESSEE shall maintain a policy or policies of insurance insuring LESSOR'S interest in the Property against all risk of direct physical loss in an amount equal to the full replacement cost of the Property and value of the building. LESSEE will pay any premiums on such insurance when due.

    b. LESSEE agrees to carry adequate public liability insurance in the minimum amount of $1,000,000.00 with a $1,000,000.00 aggregate which provides protection against any injuries or damages sustained by individuals in the Property including, but not limited to, all interior hallways, stairways, elevators, restrooms, lobbies, doorways, and any and all interior rooms; also to include all exterior stairways, doorways, sidewalks, and any and all exterior spaces whatsoever.

    c. LESSEE may maintain insurance covering personal property against all risk of direct physical loss in an amount equal to the full replacement cost of the property as of the date of the loss. LESSEE shall maintain insurance pertinent to the operation of a spirits tasting room as well as all other businesses named in the Lease.

    d. LESSEE shall provide LESSOR certificates of insurance evidencing coverage as described above upon each annual renewal of agreed upon term by the LESSOR. Insurance to name 307 Holdings, LLC.

19. QUIET ENJOYMENT. LESSOR warrants that it has full right to execute and perform this Lease, and grant the leasehold estate, and that LESSEE, upon timely payment of the rent and performing the terms, conditions, covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Property during the term of the Lease. However, LESSOR shall not be responsible for the acts or omissions of LESSEE or any third parties that may interfere with LESSEE'S use and enjoyment of the Property.

20. LESSOR'S RIGHT OF ENTRY. LESSOR shall have the right to enter the Property after giving twenty-four hours' notice, except in case of emergency, due to the confidential and/or sensitive client, customer, and ongoing business material stored or otherwise kept on the Property, for inspection, cleaning, making repairs, alterations or additions as LESSOR and LESSEE may deem necessary or desirable, and/or to show prospective buyers the Property.

21. SUBLEASE. LESSEE shall have the right to sublease without prior written approval from the LESSOR. In the event of any subletting, LESSEE shall nevertheless at all times remain fully responsible and liable for the payment of rent and for compliance with all of the other obligations under this Lease.

22. LESSEE'S EQUIPMENT. LESSOR acknowledges that LESSEE holds leases for equipment and consulting agreements for spirits tasting room and other equipment that in the event that LESSEE is in default and LESSOR terminates this lease, LESSEE will remove and take all leased equipment and consulting agreements upon vacating the Property.

23. DEFAULT BY LESSEE. The following actions shall constitute default by LESSEE under this Lease:

    a. LESSEE shall fail to knowingly comply with any term, provision or covenant of this Lease (other than the timely payment of all payments due as per sub-paragraph above) and the failure is not cured within 30 days after written notice to LESSEE.

24. REMEDIES FOR LESSEE'S DEFAULT. Upon the occurrence of any event of default set forth in this Lease, LESSOR shall have the option, in its sole discretion, to pursue any one or more of the following

remedies per any notice or demand to LESSEE pursuant to Wyoming state eviction laws:

a. Terminate this Lease, in which event LESSEE shall surrender the Property to LESSOR and, if LESSEE fails to surrender the Property, LESSOR may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Property by force, if necessary, and remove LESSEE and, except as otherwise provided in this Lease, any other person who may be occupying all or any part of the Property. LESSEE agrees to pay upon demand the amount of all loss and damage, which LESSOR may suffer limited to the intended use of the Property in this Lease.

b. Enter upon and take possession of the Property as described above, without liability for any claim for damages, re-rent the Property on behalf of LESSEE and receive directly the rent by reason of the re-renting. LESSEE agrees to pay LESSOR on demand any deficiency that may arise by reason of any re-renting of the Property.

c. Enter upon the Property as described above, and do whatever LESSEE is obligated to do under the terms of this Lease. LESSEE agrees to reimburse LESSOR on demand for any expenses that LESSOR may incur in effecting compliance with LESSEE'S obligations under this Lease. Further, LESSEE agrees that LESSOR shall not be liable for any damages resulting to LESSEE from effecting compliance with LESSEE'S obligations under this Subsection caused by the negligence of LESSOR or otherwise.

d. Take assignment of all Lease payments and deposits from LESSEE'S subleases or assignees to guarantee payment of the terms of this Lease.

25. ACTS OF GOD. LESSOR shall not be required to perform any covenant or agreement in this Lease or be liable in damages to LESSEE, so long as the performance or non-performance of the covenant or obligation is caused by or prevented by an act of God or force majeure.

26. ATTORNEYS' FEES. If either LESSOR or Lessee shall commence any Legal proceedings against the other with respect to any of the terms and conditions of this Lease the non-prevailing party shall pay to the other all expenses of the litigation, including reasonable attorney fees as may be fixed by the court having jurisdiction over this matter. The parties agree that the State of Wyoming is the proper jurisdiction for litigation of any natters relating to this Lease and Sheridan County is the proper venue for such litigation and service sent by certified mail to the address of the parties set forth in this Lease shall be adequate service for this litigation.

27. HOLDING OVER. In the event of holding over by LESSEE after the expiration or termination of the Lease, the hold over shall be as a tenant-at-will and all of the terms and provisions of this Lease shall be applicable during that period, except that LESSEE shall pay LESSOR, as rental for the period of such hold over, an amount equal to one and one-half times the rent which would have been payable by LESSEE had the hold over period been a part of the Lease term. LESSEE agrees to immediately vacate and deliver the Property to LESSOR upon LESSEE'S receipt of notice from LESSOR to vacate. The rent payable during the hold over period shall be payable to LESSOR on demand. No holding over by LESSEE, whether with or without consent of LESSOR, shall operate to extend the term of the Lease.

28. SUCCESSORS. This Lease shall be binding upon and inure to the benefit of LESSOR and LESSEE, and their respective heirs, executors, administrators, personal representatives, successors and assigns.

29. ASSIGNMENT. LESSEE may assign, directly or indirectly, all or part of its rights or obligations under this Agreement with prior written consent of LESSOR, which consent shall not be unreasonably withheld or delayed.

30. HOLD HARMLESS AND NON-LIABILITY. LESSEE shall indemnify, defend, and hold harmless LESSOR, its agents and any and all affiliates of LESSOR, from and against any and all claims arising from

LESSEE'S operations, contracts, improvements and repairs to the premises, including mechanic's / materialmen's liens and notices, and injury to persons, loss of life or damage to property occurring in or about the Property and from and against any and all cost, expenses, and liabilities (including without limitation, reasonable attorneys' fees) incurred by the LESSOR or said affiliates in or in connection with any claim or proceeding based thereon, to the extent such injury, loss of life or damage arises out of the negligence or willful act or failure to act of (a) LESSEE, or any of its officers, employees, agents, contractors, or licenses or (b) any visitors, guests, or invitees of LESSEE while on the Property.

31. MISCELLANEOUS. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such section. If any provisions of this Lease shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Lease, and such other provisions shall continue in full force and effect.

32. NOTICE.

    a. Rent and other payments required to be made by LESSEE shall be payable to LESSOR from time to time into an account designated in writing by LESSOR, as amended from time to time.

    b. Any notice or document required or permitted to be delivered by this Lease shall be deemed to be delivered (whether or not actually received) when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the parties at the respective addresses set below. A signed and dated receipt from the receiving party will be returned to the sending party acknowledging receipt of notice.

LESSOR:
307 Holdings, LLC
P.O. Box 824
Sheridan, Wyoming 82801

LESSEE:
Vanatta Fine Liquor, LLC
1 Stevenson Rd
Laramie, WY 82070

33. ENTIRE AGREEMENT AND LIMITATION OF WARRANTIES. It is expressly agreed by LESSEE, as a material consideration for the execution of this Lease, that this Lease and associated documents are the entire agreement of the parties; that there are and were no verbal representations, warranties, understandings, stipulations, agreements or promises pertaining to this Lease not incorporated in writing in the Lease. LESSOR and LESSEE expressly agree that there are and shall be no implied warranties of

merchantability, habitability, fitness for a particular purpose or any other kind arising out of this Lease and there are no warranties which extend beyond those expressly set forth in this Lease. It is also agreed that this Lease may not be altered, waived, amended or extended except by an instrument in writing signed by both LESSOR and LESSEE.

Signed effective September 26, 2018

LESSOR:

307 HOLDINGS, LLC

BY: James "Butch" L. Jellis DATE: 09/26/2018
James "Butch" L. Jellis, Member

LESSEE:

VANATTA FINE LIQUOR, LLC

BY: Jessica L. Fleenor DATE: 09/26/2018
Jessica L. Fleenor, Member

WITNESS:

BY: John B. Harrison DATE: 09/26/2018

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

Clerk's Office

MEMORANDUM

Re: **Application for New Distillery Satellite #4 - Weston Fine Spirits on 122 N. Main Street, Sheridan, WY 82801**

From: **Cecilia Good, City Clerk**

To: **Richard Adriaens, Chief of Police**

Advertising: **10/24/2018 & 10/31/2018**

The following applicant has applied for New Distillery Satellite #4: **Weston Fine Spirits**

I have no objection to the application for the new Distillery Satellite License Application:

Richard Adriaens, Chief of Police

I object to the above application. _____

Reason:

Richard Adriaens, Chief of Police

END OF MEMO