AGENDA
CITY OF SHERIDAN
MARCH 11, 2019
STUDY SESSION COUNCIL MEETING START 5:30 P.M.

1. Consideration of Memorandum of Understanding Between City of Sheridan and SCSD2 for the Hill Slide Stabilization Project- Public Works Director Lane Thompson and SCSD2 Facilities Director Mathers Heuck - 10 Minutes

2. Consideration of Resolution #13-19 Approving the Sheridan Community Land Trust License Agreement for Soldier Ridge Trail Extension Project - Utilities Director Dan Roberts - 5 Minutes

3. Consideration of the Selection of Humdinger Equipment, Ltd. (TANA E380) for the Solid Waste Division Lease-Option Acquisition of Landfill Compactor - Utilities Director Dan Roberts - 5 Minutes

4. Consideration of Resolution 07-19 Authorizing an Application for Clean Water SRF Funding to Perform Landfill Cell Closures - Utilities Director Dan Roberts - 5 Minutes

5. Consideration of Ordinance #2199 Amending Ordinance #2184 on Wireless Communication Facilities - Utilities Director Dan Roberts - 5 Minutes

6. Proposed Project Awards - Public Works Director Lane Thompson - 5 Minutes

   A. Consideration of the 2019 Pavement Maintenance Project-Rotomill and Overlay

   B. Consideration of the 2019 City of Sheridan Concrete Replacement Project

7. Consideration of Resolution #14-19 Approving FY19 Budget Revision #2 - City Treasurer Karen Burtis - 5 Minutes

8. Consideration of Resolution #16-19 - Adopting a Purchasing and Procurement Policy - City Treasurer Karen Burtis - 5 Minutes

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

Project Name:	Consideration of Memorandum of Understanding Between City of Sheridan and SCSD2 for the Hill Slide Stabilization Project- Public Works Director Lane Thompson and SCSD2 Facilities Director Mathers Heuck - 10 Minutes
From:	Hanns Mercer, City Engineer
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	01/24/2019

Recommendation:

Staff recommends that Mayor and City Council approve the terms of this Memorandum of Understanding between the City of Sheridan and Sheridan County School District Number 2.

Discussion:

The City of Sheridan and SCSD2 are neighboring landowners. A portion of the lands owned by the City and SCSD2 near Sheridan Junior High School consists of a hill side. In 2017, a portion of this hill side failed which affected property owned by each party. The City entered into an agreement with Hayward Baker Inc. to provide a study, design, and report on the hill slide. Included in the study and report was a request for a Pricing Proposal based on 90% Design documents.

Per the Pricing Proposal, the estimated cost of this project is seven million eighteen thousand dollars ($7,018,000). As set forth in Exhibit A, SCSD2 is responsible for 22.58% ($1,584,664.40) of the project expense and the City is responsible for 77.42% ($5,433,335.60) of the project expense. ***See attached exhibit A.***

Funding:

USDA Grant = $3,750,000
MRG Grant = $350,000
SRF Loan = $1,630,000
SCSD2 = $1,600,000

Attachments

MOU and Exhibit

AGREEMENT
(Hillslide Stabilization Project Cost Sharing)

THIS AGREEMENT is made and entered into by and between the **City of Sheridan, State of Wyoming**, whose address is 55 Grinnell Street, Sheridan, Wyoming (hereinafter referred to as "City") and **Sheridan County School District No. 2**, whose address is 201 North Connor St., Ste. 101, Sheridan, WY 82801 (hereinafter referred to as "SCSD2).

Recitals

A. The City and SCSD2 are neighboring landowners. A portion of the lands owned by the City and SCSD2 near Sheridan Junior High School consists of a hillside. In 2017, a portion of the hillside failed, which failure affected property owned by each of the parties. The parties entered into an Agreement on March 21, 2018 to retain an engineering firm to provide a study and report on how to correct the hillside failure and to prevent future hillside failures.

B. The City entered into agreement with Hayward Baker Inc. (hereinafter referred to as "Hayward") to provide a study and report. Included in the study and report was a request for a Pricing Proposal based on 90% Design Documents.

C. Based on the 90% Design Documents dated December 24, 2018, Hayward has submitted a Pricing Proposal for the parties to review. **See Attached Exhibit A**.

D. Per the Pricing Proposal, the estimated cost of the project is $7,018,000.00. As set forth in Exhibit A, SCSD2 is responsible for 22.58% of the project expense and the City 77.42% of the project expense.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. City and SCSD2 shall each be responsible for their respective share of the hillside stabilization project under the terms and conditions herein. The City shall be responsible for 77.42% of the project expense. The SCSD2 shall be responsible for 22.58% of the expense.

2. City and SCSD2 agree to utilize the design build team led by Hayward Baker Inc for the project.

3. It is anticipated that the costs of the above-described project will not exceed $7,018,000.00, unless otherwise authorized by written approval of the City and SCSD2. City

and SCSD2 shall be responsible for their respective share of the total costs; provided, however, neither party shall be required to contribute more than their respective percentage without written approval by the City and SCSD2.

4. The City and SCSD2 shall each be responsible for securing their own financing and further warrant by entering into this agreement that the required funds to satisfy their respective share of the project will be available to pay invoices in a timely manner once received. The City of Sheridan will act as the Project Manager of this project and will process all bills. The City will then invoice SCSD2 for their respective portion.

5. The City shall take ownership of all project features located on City property. SCSD2 shall take ownership of all project features located on district property once final completion has been issued to the Design Build Team. Prior to the expiration of the contractor's warranty period, the City shall be responsible for facilitating the repair of any deficiency covered by the contractor's warranty including deficiencies on SCSD2 property. The City will perform all required preventative maintenance on the drainage system including the portions owned by SCSD2. In turn, SCSD2 shall allow public access on the District's maintenance path as long as it does not negatively impact operation of SJHS.

6. SCSD2 shall be named as an owner on all contract documents and will be afforded the same rights and protection as the City

7. This agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and all prior agreements, understandings or negotiations shall be deemed merged herein. No amendments or modifications to this Agreement shall be made or deemed to have been made unless in writing executed by the party or parties to be bound thereby.

8. This Agreement may be executed in counterparts, and shall be fully effective as if all parties executed one original. This Agreement may be executed via facsimile transmission or pdf (e-mail signatures).

9. The parties warrant that their representatives have read this agreement in its entirety and understand and voluntarily accept its terms. Each party represents to the other that it has authority to enter into this agreement. The parties further warrant that they each have received whatever independent legal advice they deemed necessary with respect to the advisability of making this agreement and the other transactions contemplated hereunder. This agreement shall be construed as being jointly drafted by all parties.

10. Should either party bring a legal action to enforce the terms of this Agreement, the successful party shall be entitled to the recovery of their reasonable attorney fees and costs.

Dated this ____ day of _____, 2019.

City of Sheridan, State of Wyoming

By:_____
Title:_____
Date:_____

Sheridan County School District No. 2, State of Wyoming

By:_____
Title:_____
Date:_____

Hayward Baker Inc.
5775 Eudora St.
Commerce City, CO 80022

Tel: 303.469.1136
Fax: 303.469.3581

HAYWARD BAKER
A KELLER COMPANY

February 28, 2019

Subject: Sheridan Hillslide Project Analyzed Cost Sharing
Sheridan, WY

Per the request of the Sheridan County School District #2 and the City of Sheridan, included here-in is a pricing proposal based upon 90% plans.

This budgetary pricing is based upon the following:

1. Field investigation report by Engineering Analytics, Inc. (EA) dated 8/24/18 (Project No. 110867)
2. 90% Design Documents dated 12/24/18.

Introduction

HBI understands that funding for the proposed landslide repair will be a combination of Federal funding, State funding, City of Sheridan funding, and School District funding. Though not required per the contract, HBI has been asked to provide budgetary pricing at the 90% stage to help assist with funding budgets. As part of the budgets, HBI has been asked to provide its opinion on "cost responsibility" between City property and School property.

Budgetary Construction Pricing (all funding sources)

HBI has obtained some budgetary pricing from possible subcontractors and material suppliers. HBI has also performed cost estimates based on possible self-performed work (which should be in-line with market pricing). Below is a summary of the results:

Table 1. Estimated construction costs.

Mobilization	$150,000
Inspections and QC Testing	$150,000
Erosion Control	$75,000
De-watering	$470,000
Clearing & Grubbing	$250,000
Site Grading and Exavation	$900,000
Haul Off from Site Grading	$300,000
Upper Soil Nail Wall	$750,000
Lower & Middle Solder Pile Walls	$2,700,000
Sewer/Drainage Re-alignment	$100,000
All Weather Maintenance Path	$285,000
Landscaping	$250,000
Total:	**$6,380,000**
Contingency (10%):	**$638,000**
Grand Total:	**$7,018,000**

Estimated Schedule

HBI estimates that construction will require approximately 4-5 months to complete. Seeding and reclamation activities may require additional time (for seed to germinate, etc.).

School District Share of Cost Burden

HBI has been asked to provide its opinion on the cost burden to be born by the School District for its share of the project. HBI has broken the project into three areas:

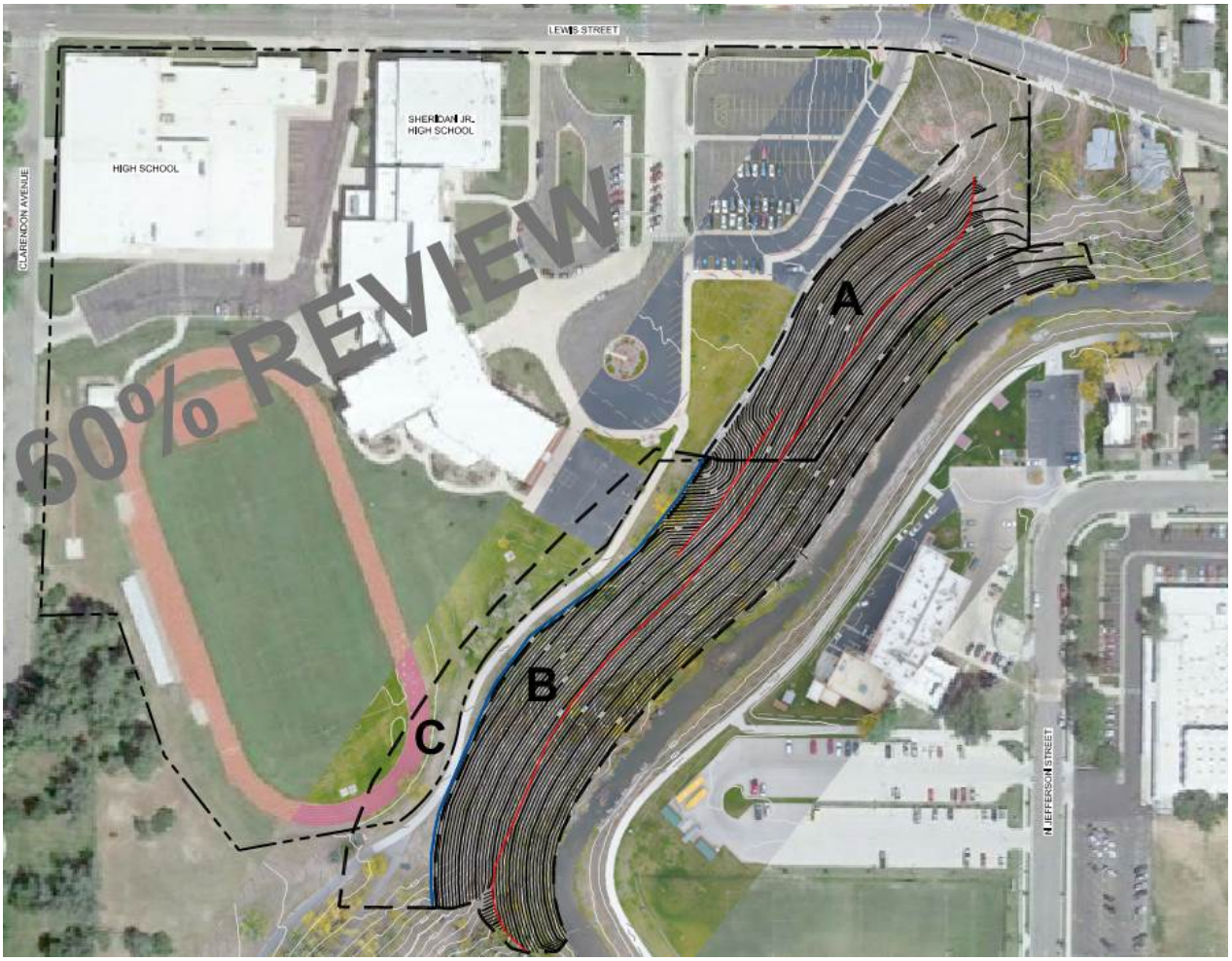


Figure 1. Responsibility areas.

- Area A – This is School District's property. School District is responsible for stabilizing.
- Area B – This is City property. City of Sheridan is responsible for stabilizing.
- Area C – This is at the top of the hill. A soil nail wall is proposed that will protect the City property below. City of Sheridan is responsible for stabilizing.

Below is an estimated cost breakdown of the construction items. "General Items" such as mobilization, inspections, erosion control, and de-watering will be split according to the percentage of construction responsibilities determined by the table below:

Table 2. Estimated cost responsibilities.

	Total	SCSD2	City of Sheridan	Cost Share Comments	Area A	Area B	Area C
Mobilization	$150,000	$33,870.0	$116,130.0	22.58/77.42 Split			
Inspections and QC Testing	$150,000	$33,870.0	$116,130.0	22.58/77.42 Split			
Erosion Control	$75,000	$16,935.0	$58,065.0	22.58/77.42 Split			
De-watering	$470,000	$106,126.0	$363,874.0	22.58/77.42 Split			
Clearing & Grubbing	$250,000	$25,000.0	$225,000.0	Based on work area	10%	85%	5%
Site Grading and Exavation	$900,000	$90,000.0	$810,000.0	Based on work area	10%	85%	5%
Haul Off from Site Grading	$300,000	$15,000.0	$285,000.0	Based on work area	5%	90%	5%
Upper Soil Nail Wall	$750,000	$0.0	$750,000.0	Based on work area	0%	0%	100%
Lower & Middle Solder Pile Walls	$2,700,000	$945,000.0	$1,755,000.0	Based on work area	35%	65%	0%
Sewer/Drainage Re-alignment	$100,000	$0.0	$100,000.0	Based on work area	0%	50%	50%
All Weather Maintenance Path	$285,000	$99,750.0	$185,250.0	Based on work area	35%	65%	0%
Landscaping (seeding, riprap, etc.)	$250,000	$75,000.0	$175,000.0	Based on work area	30%	65%	5%
Contingency (10%)	$638,000	$144,055.1	$493,944.9	10% of total amount			
Total:	**$7,018,000**	**$1,584,606**	**$5,433,394**				
Percent of Total Project:	**100.0%**	**22.58%**	**77.42%**				

HBI estimates that the School District would be responsible for 22.58% of the overall project cost, and the City of Sheridan would be responsible for 77.42%:

- **SCSD2**
  - Construction – 22.58% x $7,018,000 = $1,584,664.40
  - Design - 22.58% x $312,287.20 = $70,514.45
  - **Total -** $1,584,664.40 + $70,514.45 = **$1,655,178.85**
- **City of Sheridan**
  - Construction – 77.42% x $7,018,000 = $5,433,335.60
  - Design – 77.42% x $312,287.20 = $241,772.75
  - **Total** - $5,178,525 + $230,467.95 = **$5,675,108.35**

Closing Remarks

Feel free to contact Hayward Baker at 303-469-1136 with any questions you may have.

Sincerely,
Hayward Baker Inc.



Robert Schiermeyer, P.E.
Project Manager

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:	Consideration of Resolution #13-19 Approving the Sheridan Community Land Trust License Agreement for Soldier Ridge Trail Extension Project - Utilities Director Dan Roberts - 5 Minutes
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	03/07/2019

Recommendation:

Staff Recommends that the Mayor and City Council approve and adopt Resolution #13-19 providing a License Agreement to the Sheridan Community Land Trust for the Soldier Ridge Trail Extension Project.

Background:

Over the past few years, the Sheridan Community Land Trust (SCLT) has been working diligently to identify potential for furthering public access on private lands west of the City and out the Big Goose corridor. Through their efforts and in partnership with the community, they have envisioned and constructed a considerable number of segments of what is appropriately named the Soldier Ridge Trail system. The SCLT is seeking to extent new segments of the Soldier Ridge Trail System further west up the Big Goose corridor. The SCLT has submitted a proposal to the City identifying these proposed segment extensions along with a request for access rights to build the trail system across City property at the Sheridan Water Treatment Plant and at the Kendrick Golf Course. Attachment A shows the Soldier Ridge Trail System with its existing segments along with those proposed to be built.

The overall project is a multi-step, phased project that is anticipated to take 1 to 2 years to complete. Phase 1 (Attachment B) is approximately 3 miles in length, extending from Cloud Peak Ranch, across Sheridan Heights Ranch, along the southern boundary of the Sheridan Water Treatment Plant (SWTP), across Gillespie Draw and concludes at the Kendrick Golf Course boundary. Phase 1 is anticipated to be complete sometime this summer. Phase 2 (Attachment C) will extend across Kendrick Golf Course and to the southwest where it will intersect with the existing Soldier Ridge Trail. Phase 2 is anticipated to be completed in the Summer of 2020.

City staff has met with the SCLT to determine the overall needs of the project and has determined that there are no legal or regulatory conditions that would cause the City to prohibit constructing segments of the trail system across City property in locations identified by the SCLT in their proposal.

Staff is recommending a blanket License Agreement (Agreement) as the most effective means to allow the SCLT to build, maintain and utilize the trail system would be through a blanket license agreement covering all planned segments on City property. Such an agreement has been developed and presented to City Council for consideration as Resolution #13-19.

City Council's approval of Resolution #13-19 would authorize the City and SCLT to enter into a License Agreement which establishes the following:

- Trails for public use through City owned property;
- Construction, operation and maintenance of the trail system, by the SCLT, on land owned by the City; and,
- Support by the City to develop a trail system for the use and enjoyment of its citizens

Funding:

Under this Agreement Sheridan Community Land Trust (SCLT) will be responsible for all costs associated with the trail construction, management, and maintenance.

The Utilities Department will be proposing security fence modifications at the SWTP within its FY20 budget. Current estimates are approximately $19,000.00. SCLT has proposed a partnership with the City and would like to contribute $4,700.00 towards the cost of enhancements to the security fencing around the SWTP to provide better separation of treatment plant facilities and the Soldier Ridge Trail System. If approved within the FY20 budget by City Council. The security fencing enhancements will occur in late summer to early fall 2019.

Thank you for your consideration.

Attachments

Attachment A

Attachment B

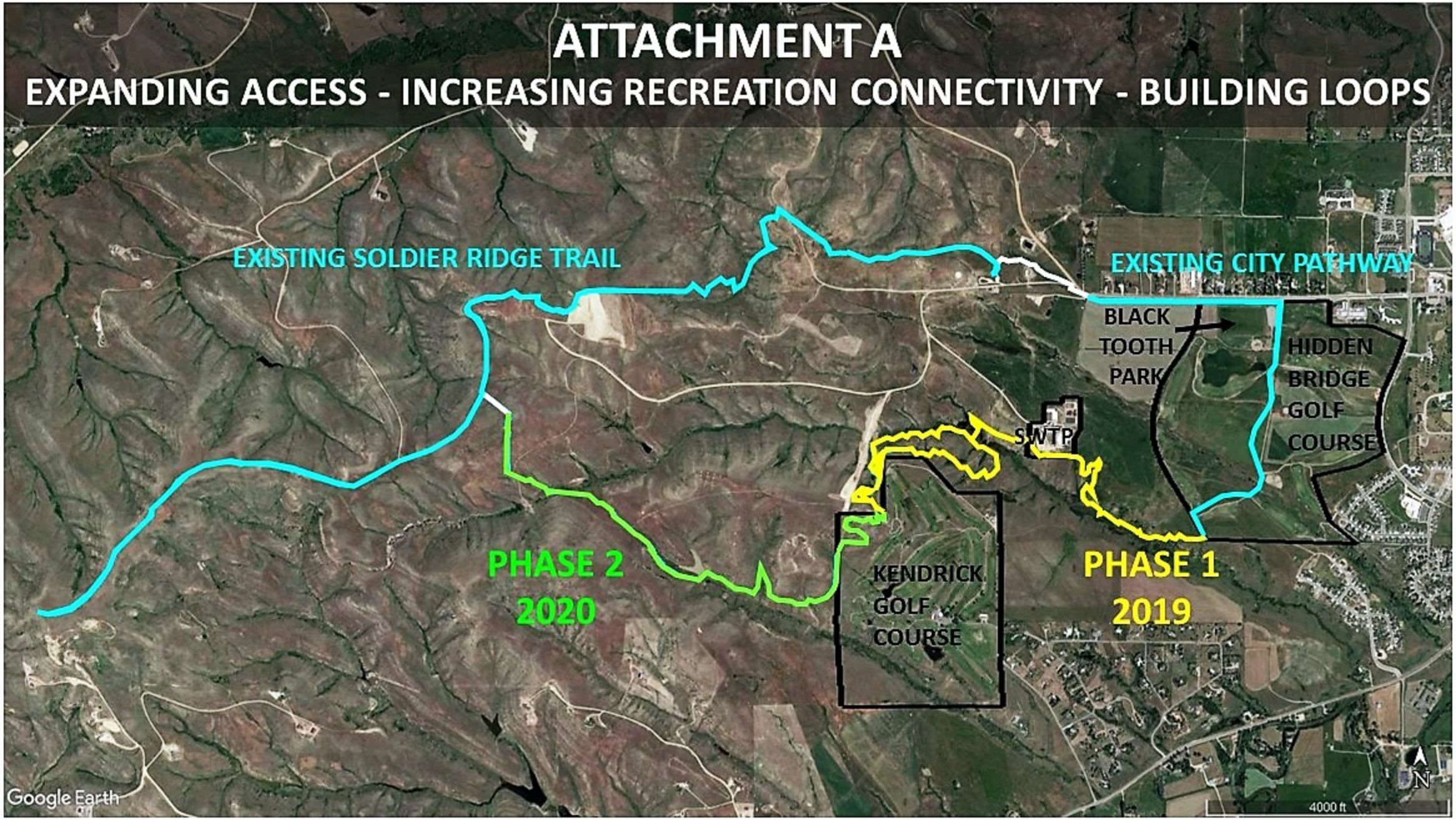
Attachment C

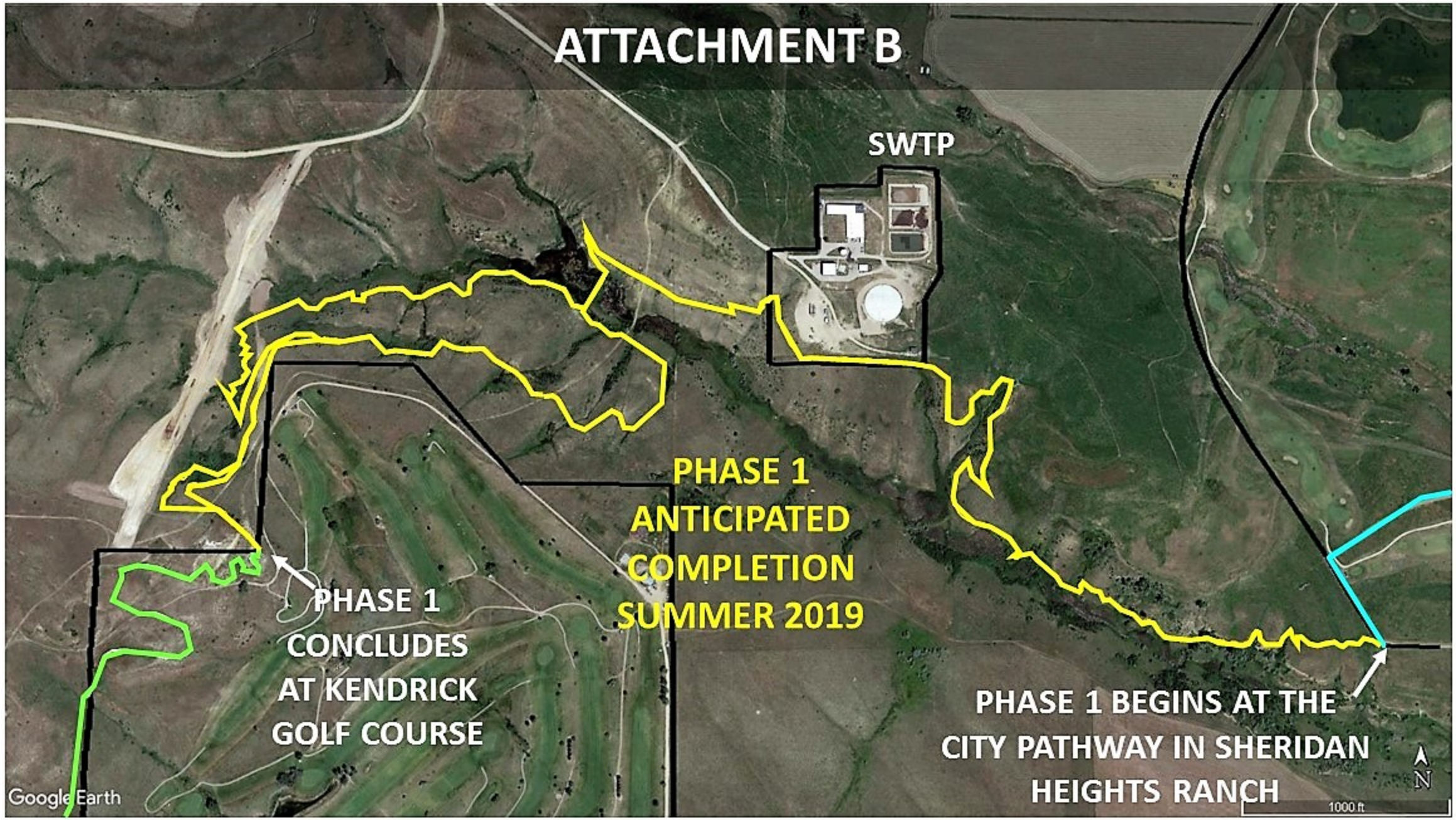
Resolution #13-19

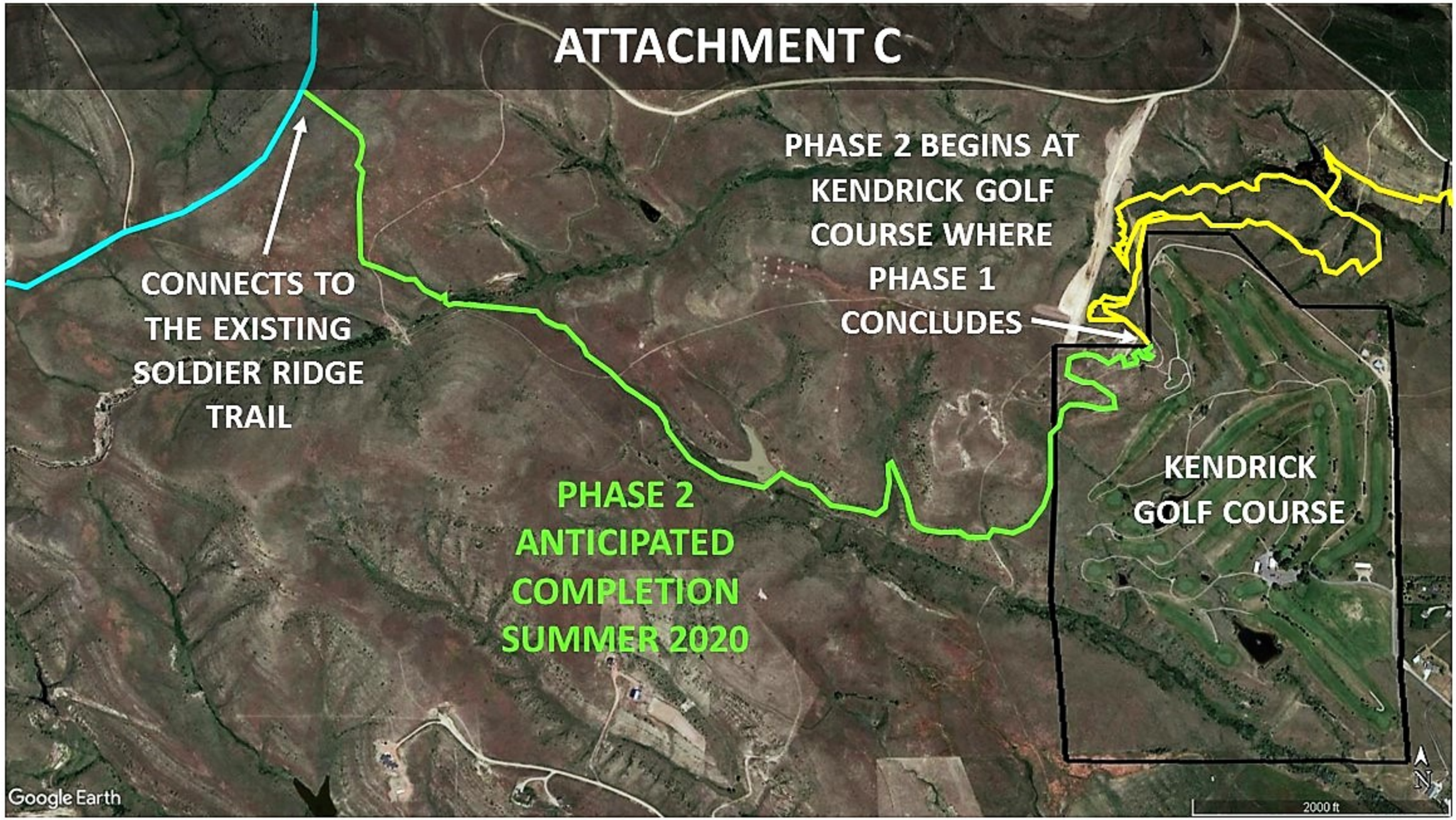
License Agreement

Exhibit A - License Agreement

Exhibit B - License Agreement


ATTACHMENT A
EXPANDING ACCESS - INCREASING RECREATION CONNECTIVITY - BUILDING LOOPS
EXISTING SOLDIER RIDGE TRAIL
EXISTING CITY PATHWAY
BLACK TOOTH PARK
HIDDEN BRIDGE GOLF COURSE
SWTP
PHASE 2 2020
KENDRICK GOLF COURSE
PHASE 1 2019
Google Earth
4000 ft
N


ATTACHMENT B
SWTP
PHASE 1
ANTICIPATED
COMPLETION
SUMMER 2019
PHASE 1
CONCLUDES
AT KENDRICK
GOLF COURSE
PHASE 1 BEGINS AT THE
CITY PATHWAY IN SHERIDAN
HEIGHTS RANCH
Google Earth
N
1000 ft


ATTACHMENT C
CONNECTS TO THE EXISTING SOLDIER RIDGE TRAIL
PHASE 2 BEGINS AT KENDRICK GOLF COURSE WHERE PHASE 1 CONCLUDES
PHASE 2 ANTICIPATED COMPLETION SUMMER 2020
KENDRICK GOLF COURSE
Google Earth
2000 ft
N

RESOLUTION #13-19

A Resolution Authorizing License Agreement.

WHEREAS, the Sheridan Community Land Trust establishes trails for public use throughout the Sheridan area; and

WHEREAS, the Sheridan Community Land Trust desires to construct a trail on land owned by the City of Sheridan, and more particularly described in Exhibits A and B of the License Agreement; and

WHEREAS, the City of Sheridan supports the development of a trail system for the use and enjoyment of its citizens; and

WHEREAS, Wyoming Statute § 15-1-114(a) allows for licenses to be approved by Resolution;

THEREFORE, the City of Sheridan City Council hereby authorizes the Mayor to enter into the License Agreement as written and cause a memorandum to be filed in the Sheridan County Clerk's Office.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2019.

_____
Roger Miller, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

LICENSE AGREEMENT

This License Agreement entered into on this _____ day of _____, 2019, between the City of Sheridan, a Wyoming Municipal Corporation, hereinafter "City" and Sheridan Community Land Trust, hereinafter "Licensee", and the parties agree as follows:

I. Grant of License; Description of Premises: City grants a license to Licensee to construct trails for the general public's use over lands owned by the City subject to the terms herein.

1. The land in which the License is granted is generally described in **Exhibits A and B** which are incorporated herein. The specific placement of any and all trails shall be agreed upon by the parties. The location of any such trails shall be subject to the terms of the License.

2. The parties agree that a Notice of License may be filed in the Sheridan County Clerk's Office which generally describes the location of trails and the terms of this License.

II. Term: The term of this License shall be perpetual. The City reserves the right to terminate this License should it declare, at its discretion, that the trail is no longer in the best interests of the citizens of Sheridan, Wyoming or that the use of the property is required for a purpose that serves the citizens of Sheridan, Wyoming in a better manner. The City shall be required to provide notice of termination (1) year in advance.

III. Construction: Trails shall be constructed by Licensee at the cost of Licensee. The trail shall be constructed of gravel or gravel-like material. No portion of the trail, unless specifically authorized in writing by the City, may be constructed with any permanent material like cement or asphalt.

1. Each trail shall be clearly marked and obvious upon completion of construction in order to ensure that any user is certain of the trail's placement.

2. Trails shall be constructed in a manner in which is customary of other like trails. The trails shall not contain holes, ledges or other defects which would make the trails dangerous to use by the general public.

3. Trails may not be made available for public use until the completion of construction has been certified by the City.

IV. Limits of Use: Trails shall be constructed for the purposes of pedestrian, bicycle, horse and other forms of travel by the general public. Use of the trails shall be free of charge. Trails may be utilized by the Licensee, an organization or a person for the purposes of events and competitions. Should any event or competition require the closing of any trail, the organizer shall obtain a street closure permit from the City. Vehicular traffic shall be strictly prohibited except as needed by the Licensee for maintenance. The City shall not be restricted from using the trails in any manner provided that any damage caused by the City's use shall be repaired by the City at the City's expense.

1. No portion of the trail may be fenced without the written permission of the City. Any fence constructed shall be at the cost of Licensee unless otherwise agreed by the City. All fence maintenance shall be the responsibility of the Licensee unless otherwise agreed by the City.

2. At no time will any use, improvement, change to the trail or other action by either party result in any claim of easement, right of way or possession which may be permanent or tied to the base property.

V. Licensee Obligations: Licensee shall construct trails per the terms of this License.

1. Licensee shall be solely responsible to:

    a. Maintain the trails in a safe and useable condition;
    b. Repair any damage caused by the public's use;
    c. Notify City of any damage caused by Licensee or the public;
    d. Licensee shall be responsible for all costs of maintenance;

VI. Termination: In addition to the terms of Article II, this License may be cancelled by City upon Licensee breaching any condition described herein. A breach of any condition of this License may be declared by means of the City providing written notice of said breach to Licensee and Licensee failing to correct said breach within 15 days. This License will automatically terminate upon the dissolution of the Licensee or upon the sale or transfer of the base property owned by the City.

1. Should the above described trail be totally destroyed by flood or other casualty, this License shall automatically terminate unless Licensee notifies City in writing within 15 days of damage to the trail of its intent to rebuild or repair the trail. The cost of repair or replacement shall be the sole cost of the Licensee and must be completed within 90 days of the damage.

VII. Governing Law: This License shall be governed and enforced by Wyoming Law with the Fourth Judicial District of Wyoming having jurisdiction.

1. The City does not waive any claim of Government Immunity which is granted by the State of Wyoming. Licensee shall indemnify, defend and hold the City harmless for any harm, damage or lawsuit brought by any third party regarding or relating to this License, the trails or the use of the trails.

2. The Licensee and trail users shall be required to follow all Federal, State and Local law.

VIII. Miscellaneous: This License constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the day of this agreement shall not be binding on either party except to the extent incorporated herein.

1. Any modification, additional obligation or waiver of any provision of this License is effective unless it is in writing and signed by both parties. City shall not be deemed to have waived any provision of this agreement by failing to enforce any term, breach, or default.

2. The rights of each party under this agreement may not be assigned or transferred to any other person, firm, corporation, or other legal entity without prior, express and written consent of the other party.

3. This License may be executed in counterpart or by facsimile.

IX. Notices: All notices shall be delivered by hand or by first class mail, postage prepaid and deemed delivered upon mailing. Notices shall be sent to:

CITY:

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

LICENSEE:

Sheridan Community Land Trust
52 S. Main Street, Suite 1
P.O. Box 7185
Sheridan, WY 82801

Dated this _____ day of _____, 2019.

_____
Roger Miller, Mayor of Sheridan

STATE OF)
)ss
COUNTY OF)

The foregoing instrument was subscribed and sworn to before me Roger Miller, Mayor of Sheridan this _____ day of _____, 2019.

Witness my hand and official seal.

_____
Notary Public
My Commission Expires:

Dated this ____ day of _____, 2019.

_____
Licensee

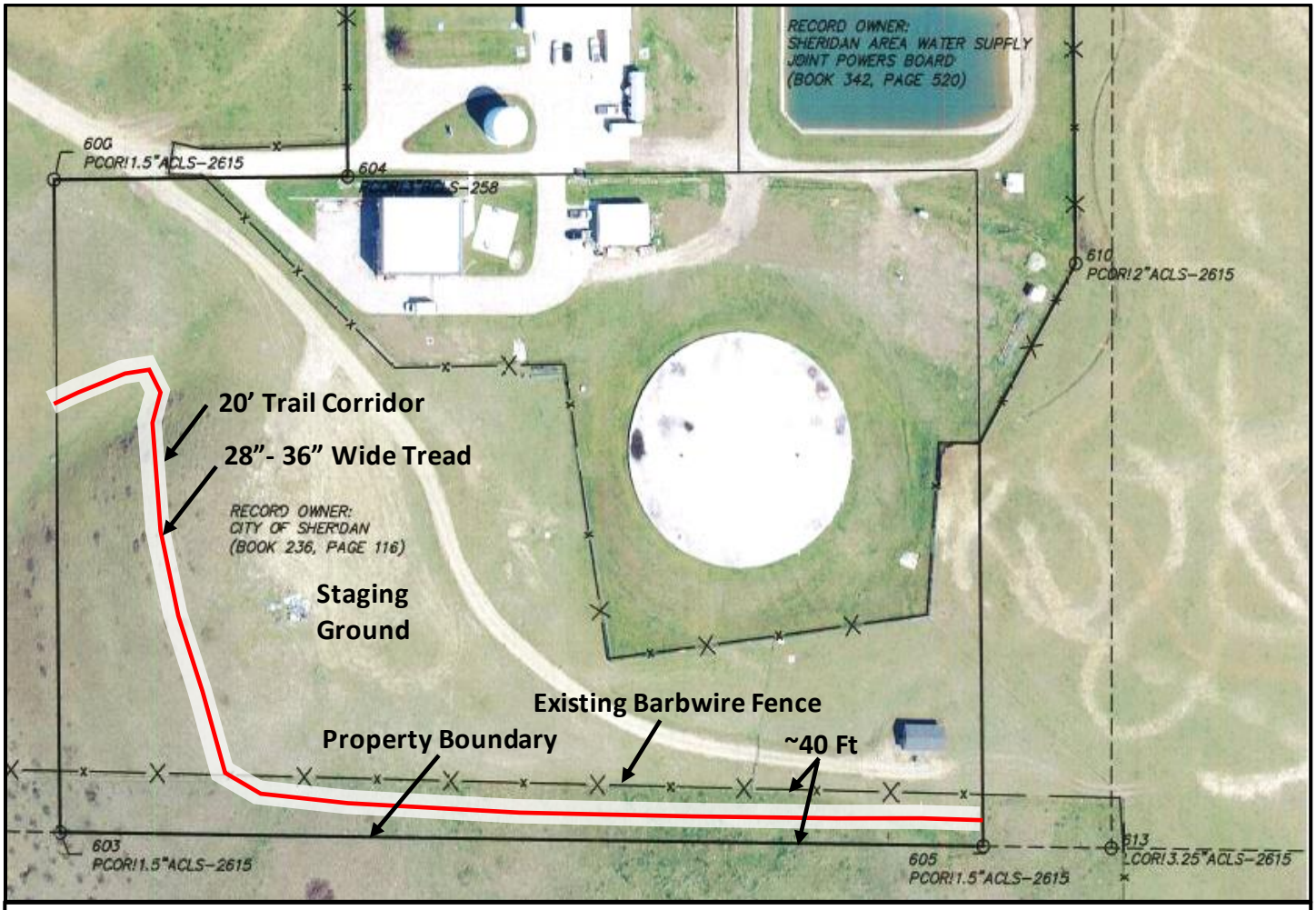
STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was subscribed and sworn to before me _____ this _____ day of _____, 2019.

Witness my hand and official seal.

_____
Notary Public
My Commission Expires:

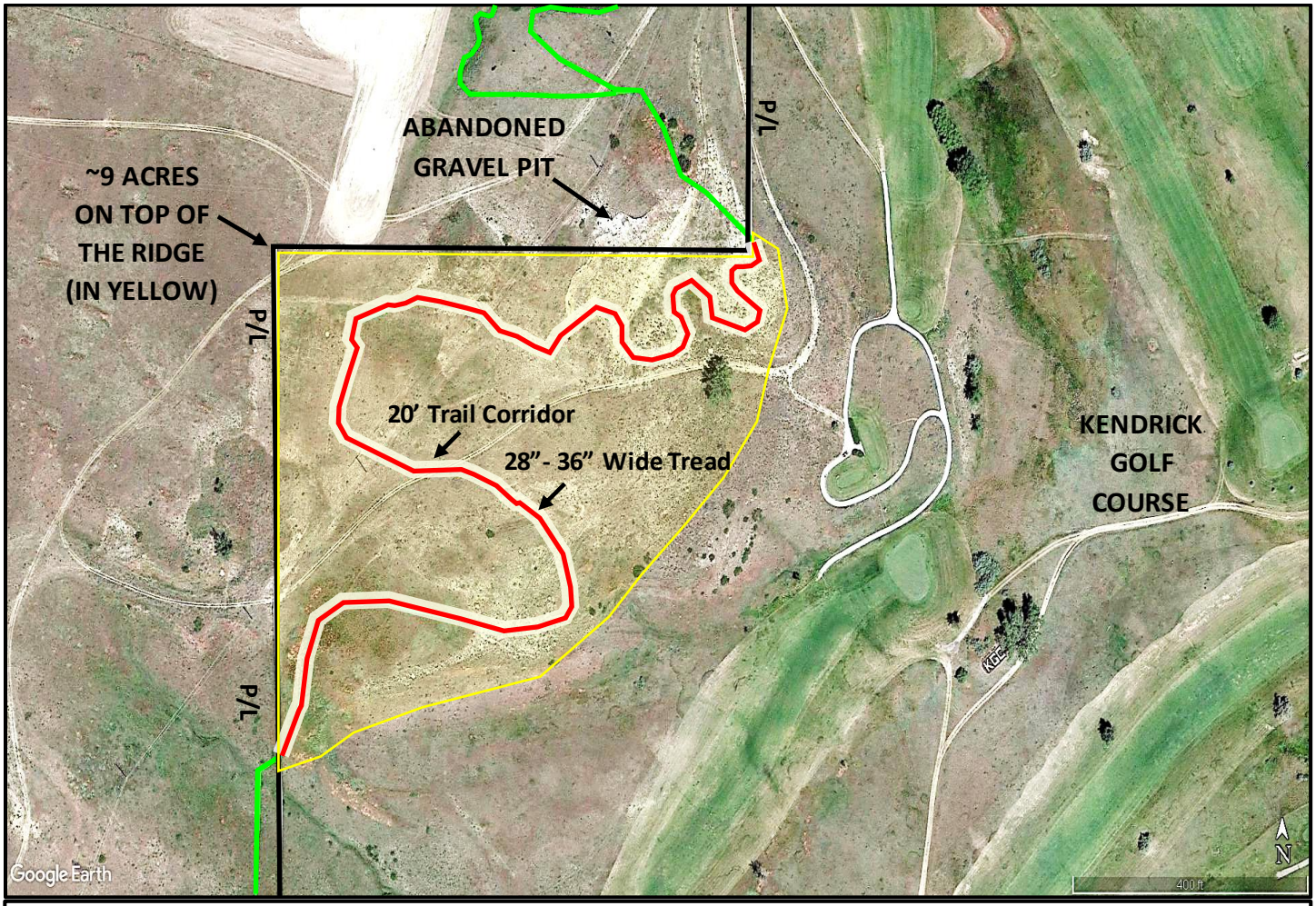
_____
Approved as to form
City Attorney



PROJECT: "SOLDIER RIDGE EXTENSION PROJECT"
SEGMENT: SHERIDAN WATER TREATMENT PLANT
CLIENT: CITY OF SHERIDAN
LOCATION: SWNW, SECTION 29, T56N, R84W, 6TH P.M., SHERIDAN COUNTY WYOMING

Said agreement between the Sheridan Community Land Trust and the City of Sheridan is described as situated in the SWNW of Section 29, T56N, R84W, 6th P.M., Sheridan County Wyoming. The trail is a natural surface construction with a trail tread width of generally 28 to 36 inches, and up to 60 inches on corners and at fence crossings. The trail corridor is 20 feet wide to allow for maintenance activities on both sides of the trail. The 1st trail segment is located within the approximately 40 feet of City property that lies outside of the existing barbwire fence. The 2nd segment ranges from approximately 75-200 feet down slope, below the staging ground.

"EXHIBIT A" SHERIDAN WATER TREATMENT PLANT	Sheridan Community Land Trust 52 S. Main St. Suite 1 Sheridan, WY 82801 Sheridanclt.org	City of Sheridan 55 Grinnell Plaza Sheridan, WY 82801



PROJECT: "SOLDIER RIDGE EXTENSION PROJECT"
SEGMENT: KENDRICK GOLF COURSE
CLIENT: CITY OF SHERIDAN
LOCATION: SWNW, SECTION 30, T56N, R84W, 6TH P.M., SHERIDAN COUNTY WYOMING

This agreement for a natural surface trail is between the Sheridan Community Land Trust and the City of Sheridan and is described as situated in the NWNE of Section 29, T56N, R84W, 6th P.M., Sheridan County Wyoming. As shown on the above exhibit, said agreement area being approximately 9 acres at the top of the ridge, above the golf course. Within said area, the final location of the trail will be determined upon construction, being a strip of land 20 feet in width, containing the trail having a tread width of generally 28 to 36 inches, and up to 60 inches on corners and at fence crossings.

"EXHIBIT B" KENDRICK GOLF COURSE	Sheridan Community Land Trust 52 S. Main St. Suite 1 Sheridan, WY 82801 Sheridanclt.org	City of Sheridan 55 Grinnell Plaza Sheridan, WY 82801

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:	Consideration of the Selection of Humdinger Equipment, Ltd. (TANA E380) for the Solid Waste Division Lease-Option Acquisition of Landfill Compactor - Utilities Director Dan Roberts - 5 Minutes
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	03/07/2019

Recommendation:

Staff recommends that the Mayor and City Council approve the selection of Humdinger Equipment, Ltd. as the vendor for a lease-option acquisition of the TANA E380 Landfill Compactor in the amount of $841,885.38 to be leased over a 7-year time frame.

Background:

The City utilizes a piece of equipment called a "landfill compactor" to compact its waste at the landfill (see attached photos). This is a very expensive, critical piece of equipment that we cannot afford to have out of service for any length of time. The performance of this piece of equipment in areas such as how well it compacts the waste, how much fuel it consumes and how much time it requires to compact the waste are very important aspects that have considerable cost impacts to landfill operations and life of our landfill cells. For many of the reasons described, the City has found it most advantageous to lease this piece of equipment in lieu of purchasing it outright. The fleet plan for the landfill, which is reflected in the Solid Waste Division's financial plan, plans for a continual lease of the landfill compactor. As such, our current Caterpillar 826K Landfill Compactor is under lease which terminates at the end of June 2019.

Due to the significant importance of this piece of equipment, to best fulfill the needs of acquiring a lease on a new landfill compactor, staff elected to solicit proposals from all vendors of landfill compactors which is something we have not done in the past for leased equipment.

City staff prepared a Request for Proposals (RFP) describing a detailed scope of work and desired specifications toward acquiring a lease for a landfill compactor. The RFP detailed specific requirements to be addressed within submitted proposals. It also listed the specific criteria and process by which the selection committee would review, evaluate and select a vendor.

The City sought proposals through a solicitation that was advertised locally with the Chamber of Commerce, The Sheridan Press, and Facebook. In addition, all known local and non-local vendors were directly contacted.

The City received five (5) responses to the RFP:

1. C&C Manufacturing (Iowa)
2. CMI Roadbuilding Inc. (Oklahoma)
3. Humdinger Equipment, Ltd. (Texas)
4. Tri-State Truck & Equipment, Inc. (Wyoming)

5. Wyoming Machinery Company (Wyoming)

Humdinger Equipment, Ltd. submitted a proposal for three (3) different machines while the remaining vendors submitted one (1) each.

The proposals of each firm were reviewed individually by a six (6) member selection committee comprised of Councilman Jacob Martin, Dan Roberts, Todd Watkins, Charles Martineau, Bud Helling and Robert Bennett. The process evaluated four (4) weighted criteria in which each member scored the five proposals. That Criteria included but is not limited to:

1. Meet or exceeds both performance and equipment specifications.
2. Verified compaction rates, ability to provide repair and maintenance services locally.
3. Government Lease terms, manufacturer and extended warranties, buy back options, interest rates, and other contractual benefits to the City (Cost Factors).
4. Experience, References, Financial Stability of the Proposer.

Humdinger Equipment LTD, TANA E380 was the highest ranked proposal. Here's how they ranked overall:

Vendor Name	Overall Rating	Ranking
Humdinger Equipment, Ltd. (TANA E380)	4.80	1
C&C Manufacturing (ALJON ADVANTAGE 500)	4.00	2
Humdinger Equipment, Ltd. (TANA E320)	3.75	3
CMI Roadbuilding Inc. (TM-8)	3.52	4
Humdinger Equipment, Ltd. (TANA E260)	3.48	5
Wyoming Machinery Company (CAT 816K)	3.00	6
Tri-State Truck & Equipment, Inc. (VOLVO LC450H)	1.78	7

References were contacted and performance criteria and specifications were confirmed. Additionally, Robert Bennett (Landfill Supervisor) and Bud Helling (Fleet Manager) visited a landfill in Sidney, NE to demo a TANA E380 and to verify that the machine met the specifications as outlined in the proposed RFP. Both reported that the machine meets or exceed their expectations, especially as it pertains to compaction rate, maintenance, and fuel consumption. As such, the Selection Committee is recommending Humdinger Equipment LTD for award of this lease-option contract.

Funding:

The Solid Waste Fund financial plan assumes an indefinite lease payment for a landfill compactor which we budget for annually as debt service in the Solid Waste Fund. That assumed payment is presently $118,000 per year. The Tana E380 has a purchase price of $825,464.46. Their offered lease option provides for one of the lowest interest rates and an annual lease payment of $120,269.34, over 7 years, which is the lowest annual payment of any machine proposed of comparable size.

It should be noted that Humdinger Equipment, Ltd., if selected, would be willing to work with a local bank of the City's choosing to structure a lease arrangement of the Tana E380 which would be similar to what they have proposed with the only difference being the potential for a even lower interest rate and lower annual payment.

Thank you for your consideration.

Attachments

Landfill Pic No. 1
Landfill Compactor Pic No. 2
Proposed TANA E380 Compactor


CATERPILLAR
825H
CAT


CATERPILLAR
826H
CAT


TANA

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:	Consideration of Resolution 07-19 Authorizing an Application for Clean Water SRF Funding to Perform Landfill Cell Closures - Utilities Director Dan Roberts - 5 Minutes
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	01/24/2019

Recommendation:

Staff recommends that the Mayor and City Council approve Resolution #07-19 authorizing a Clean Water State Revolving Fund (CWSRF) loan application in the amount of $4,300,000 for the cap and closure of cells T7, T8 and T1 thru T6. Within the CWSRF applications, we will be requesting 25% principle forgiveness with this portion of the project.

Background:

The landfill cell closure and capping of T7, T8, and T1 thru T6 have become a high priority. The location of these cells is generally depicted on the attached map of the landfill.

- T7 and T8 began accepting waste in approximately 1990 and stopped receiving waste in 2013. Cell T8 was the first disposal area constructed with any kind of containment, which was a wheel-compacted clay layer beneath a gravel layer for leachate collection.
- T1-T6 began accepting waste in approximately 1986 and stopped accepting waste in 1990.

Since they are no longer active, the closure of cells T7 and T8 are required by State regulators for compliance with our permit. It's anticipated the timing of this closure will need to occur within 2020 or 2021. Staff is proposing to utilize the CWSRF funding to pay for the closure costs of T7 and T8 which is estimated to be approximately $3,400,000.

The capping of T1 thru T6 is a defined "corrective measure" resulting from the findings of the Nature and Extent Study recently concluded for our landfill under the State's Landfill Remediation Program. It's anticipated that this work will need to begin in 2020 in order to meet the City's obligations under the agreement with the Wyoming Department of Environmental Quality (WDEQ). This agreement allowed the City to enter into the State of Wyoming's Landfill Remediation Program. Under this program, the City will be responsible for 25% of the costs associated with any "corrective measures", which in our case is capping T1 thru T6, and the the State will fund 75% of these costs. Staff is proposing to utilize funding from this CWSRF loan to fund its 25% of the anticipated project costs estimated to be approximately $900,000.

Funding:

The described landfill cell closure projects, associated costs, and funding strategy are identified within the Solid Waste Fund's financial plan. As such, this CWSRF funding loan has been anticipated and planned for within the overall financial plan for the Solid Waste Division. We are requesting 25% of the loan principle to be forgiven which, if received, will be similar to unanticipated revenues for the Solid Waste Fund.

Repayment of the debt service for this loan will come from the Landfill Closure Post-Closure fund.

Attachments

Resolution #07-19

Map of the Landfill

CITY OF SHERIDAN
Resolution 07- 19

A RESOLUTION AUTHORIZING SUBMISSION OF A PRE- APPLICATION FORM TO THE STATE LOAN AND INVESTMENT BOARD FOR A LOAN THROUGH THE STATE REVOLVING FUND (CWSRF) ON BEHALF OF THE GOVERNING BODY FOR THE CITY OF SHERIDAN, WY FOR THE PURPOSE OF: **City of Sheridan Landfill Final Cover Design and Permitting. Cell Closure and Permanent Cap of T7, T8 and a Geomembrane Cap over T1-T6.**

WITNESSETH

WHEREAS, the Governing Body for the City of Sheridan, WY desires to participate in the State Revolving Fund program to assist in financing this project; and

WHEREAS, the Governing Body for the City of Sheridan, WY recognizes the need for the project; and

WHEREAS, the STATE REVOLVING FUND program requires that certain criteria be met as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge, this application meets those criteria; and

WHEREAS, the governing body of the City of Sheridan recognizes and supports the need for this project and the submittal of this funding application; and

WHEREAS, the governing body of the City of Sheridan, WY plans to repay the requested STATE REVOLVING FUND LOAN with funds from the City's Landfill Closure Post-Closure Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SHERIDAN, WYOMING, that a that a loan application in the amount of **$4,300,000** be submitted to the State Loan and Investment Board for consideration at the State Loan and Investment Board meeting to assist in funding of the: City of Sheridan Landfill Final Cover Design and Permitting. A geosynthetic final cover on T7 and T8 within the City of Sheridan.

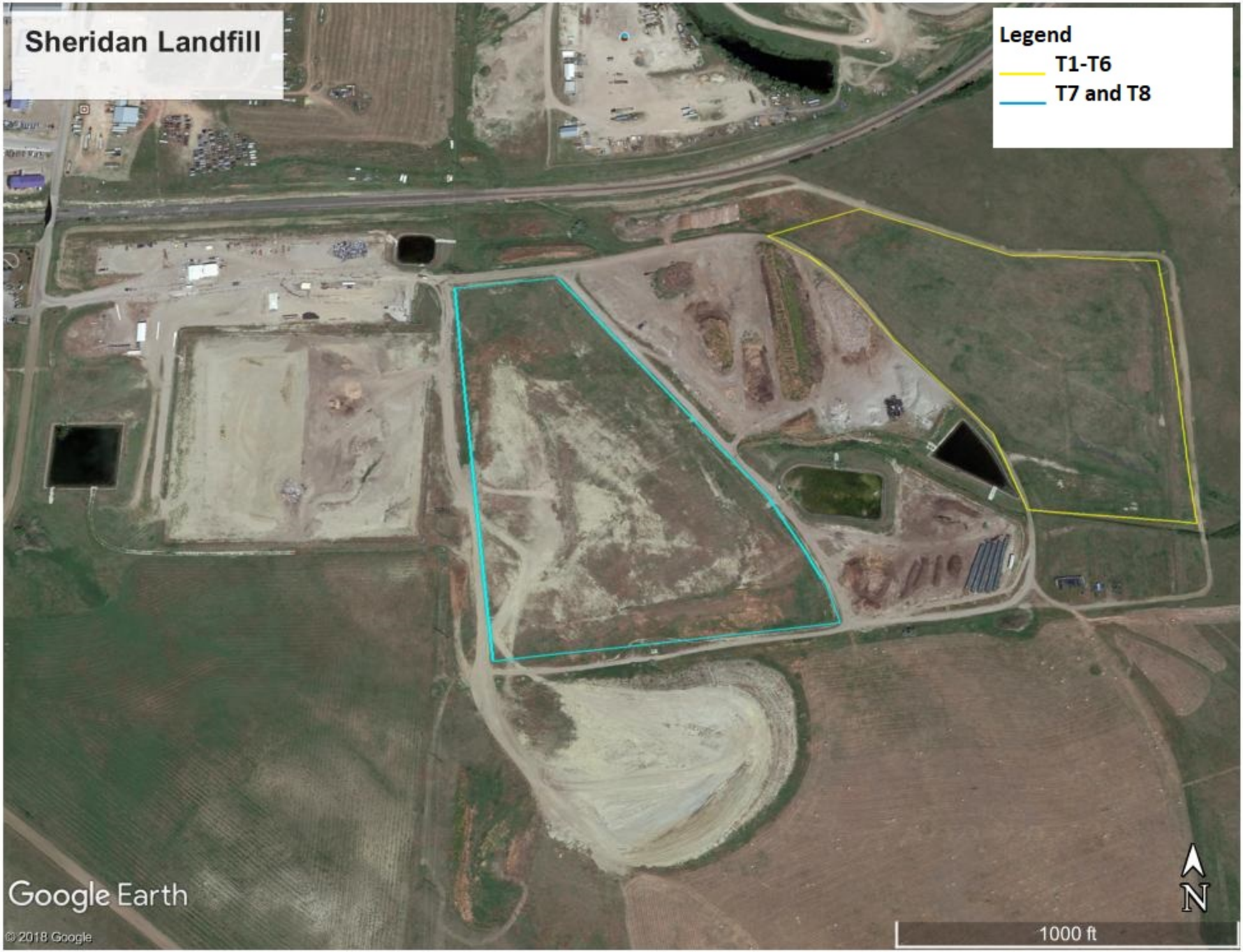
BE IT FURTHER RESOLVED, that Lane Thompson, Public Works Director, is hereby designated as the authorized representative of the City of Sheridan, to act on behalf of the Governing Body on all matters relating to this application.

PASSED, APPROVED AND ADOPTED THIS 18th day of March, 2019.

_____
Roger Miller, Mayor

Attest:

_____
Cecilia Good, City Clerk


Sheridan Landfill
Legend
T1-T6
T7 and T8
Google Earth
© 2018 Google
N
1000 ft

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:	Consideration of Ordinance #2199 Amending Ordinance #2184 on Wireless Communication Facilities - Utilities Director Dan Roberts - 5 Minutes
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	03/07/2019

Recommendation:

Staff recommends that the Mayor and City Council approve Ordinance #2199 Amending Ordinance #2184 on Wireless Communication Facilities.

Background:

The purpose of Ordinance #2184 was to update the current wireless communication facilities regulations to account for industry advancement in the field of small cell wireless communication facility deployment and to protect community assets. More specifically, it was the Ordinance's goal to minimize the visual impact of wireless communication facilities on the community, particularly in and near residence districts, the Entryway Corridor Zoning District and the Downtown Development District. Further the Ordinance sought to reasonably regulate the development and deployment of wireless communication facilities within the City to the extent permitted under State and Federal law and to accommodate the growing demand for wireless communication services. Ordinance #2184 also improved the application process establishing clear guidelines to create an orderly, well-defined process for review of proposed projects.

Since approval of Ordinance #2184 in March, 2018, the City has been able to keep pace with this ever changing industry by establishing forward leaning policies and regulations that provide a clear, fair process to service providers while protecting the interests of the community. The City's new wireless communication facilities regulations are located in Chapter 7B, Article II "Telecommunication" of the City Code.

In September 2018, the Federal Communications Commission (FCC) made a declaratory ruling and adopted federal regulations on wireless communication facilities. This ruling and subsequent changes to the federal regulations has caused the City's newly adopted regulations to no longer comply in some key areas. These changes to the FCC regulations went into effect on January 14, 2019.

With the guidance and support from River Oaks Communications, staff has been able to identify which sections of of the City's newly passed wireless communication facilities regulations must be updated in order to comply with the new FCC regulations.

Staff has developed, for City Council's consideration, an Ordinance #2199 which appropriately amends the sections of Ordinance #2184 necessary to bring the City's wireless communications facilities regulations into compliance with the new FCC regulations.

Ordinance #2199 is presented for City Council consideration as an amending ordinance which must specifically identify all sections of Ordinance #2184 being amended along with the amending language clearly identified. For clarity on the changes proposed, the amending language for each section of the ordinance is identified in red-lined and strikethrough format (attached).
Thank you for your consideration.

Attachments

Red-Lined Ordinance #2199

ORDINANCE NO. 2199

AN ORDINANCE AMENDING ORDINANCE 2184, WIRELESS COMMUNICATION FACILITIES - APPENDIX A ZONING OF THE MUNICIPAL CODE OF THE CITY OF SHERIDAN.

WHEREAS, federal laws and regulations that govern local zoning standards and procedures for wireless communications have changed since the City adopted Ordinance No. 2184; and

WHEREAS, the City Council of the City of Sheridan desires to update its local standards and procedures in order to be in compliance with federal laws and regulations; and

NOW, THEREFORE, BE IT ORDAINED BY the City Council of the City of Sheridan, Wyoming:

Section 1. That the following amendments shall be adopted and codified under Chapter 7B-2 as follows:

7B-2-2 Definitions.

~~*Macrocell*~~*Macro cell.* An antenna or antennas mounted on or in a tower, ground-based mast, rooftops or structures, at a height that provides coverage to the surrounding area.

Small cells and small wireless facilities. Compact wireless equipment that contain their own transceiver equipment and function like cells in a wireless network but provide a smaller coverage area than traditional ~~macrocells~~ macro cells and additional capacity and meet ~~both of~~ the following criteria:

~~Each antenna could fit within an enclosure of no more than three (3) cubic feet in volume; and All other wireless equipment associated with the wireless communication facility is cumulatively no more than 17 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.~~
(1) the facilities -- (i) are mounted on structures fifty (50) feet or less in height including their antennas, or (ii) are mounted on structures no more than ten percent (10%) taller than other adjacent structures, or (iii) do not extend existing structures on which they are located to a height of more than fifty (50) feet or by more than ten percent (10%), whichever is greater; (2) each antenna associated with the deployment, excluding associated antenna equipment, is no more than three (3) cubic feet in volume; (3) all other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than twenty eight (28) cubic feet in volume; (4) the facilities do not require antenna structure registration under federal law; (5) the facilities are not located on Tribal land as defined under federal law; and (6) the facilities do not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified under federal law. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Stealth design. ~~Technology~~A design that minimizes the visual impact of wireless communication facilities by camouflaging, disguising, screening or blending into the surrounding environment. Examples of stealth design include but are not limited to facilities disguised as trees (monopines), flagpoles, utility and light poles, bell towers, clock towers, ball field lights and architecturally screened roof-mounted antennas or flush-mounted antennas that are either painted to match or enclosed in an architecturally-applicable box.

Wireless Communication Facilities or *WCF.* An unstaffed facility or location or equipment for the transmission or reception of radio frequency (RF) signals or other wireless communications

or other signals (including, but not limited to cellular and Internet services) for commercial communications purposes, typically consisting of a group of antennas, a tower or base station, transmission cables and other transmission equipment, backup power supplies, power transfer switches, cut-off switches, electric meters, coaxial cables, fiber optic cables, wires, telecommunications demarcation boxes and related materials and equipment and an equipment enclosure or cabinets, and including small ~~cell technologies~~ wireless facilities.

7B-2-5 General Requirements:

(a) *Inventory of Existing Sites.* Not more than one time per year, each applicant for a ~~macrocell~~macro cell shall provide to the Planning Division an inventory of the wireless carrier's or other represented entity's existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of the City or within one-half mile of the border thereof, including specific information about the location and height. The Planning Division may share such information with other applicants applying for administrative approvals or WCF Permits under this Chapter or other organizations seeking to locate antennas within the jurisdiction of the City, provided, however that the Planning Division is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

(5) Landscaping, Screening and Fencing:

(A) Equipment shelters and cabinets and other on the ground ancillary equipment shall be screened with landscaping (except for those in the public right-of-way) ~~as required for the zone in which they are located~~ or with another design acceptable to the Planning Division. Alternatively, where technically feasible, the applicant shall incorporate the cabinet and other equipment into the base of a new pole (for example, for a small cell) provided there is adequate space in the right-of-way and that ADA sidewalk accessibility requirements can be met. All provisions of the ADA (including, but not limited to, clear space requirements) shall be met by the applicant.

7B-2-6 Sharing of Towers and Collocation of Facilities.

(b) No new ~~macrocell~~ macro cell tower may be constructed within one half (1/2) mile of an existing ~~macrocell~~ macro cell tower, unless it can be demonstrated that the existing ~~macrocell~~ macro cell tower is not available or feasible for collocation of an additional wireless communication facility, or that its specific location does not satisfy the operational requirements of the applicant. Factors to be considered in determining whether applicant has made this demonstration include those listed below in Subsection (c).

(c) *Factors Considered in Granting Wireless Communication Facility Permits for Towers*:

(8) No existing structures are located within the geographic area which meet the applicant's ~~-~~engineering requirements.

(9) Existing towers or structures do not have sufficient structural strength to support the applicant's proposed antenna and related equipment.

(10) A determination by the FCC that t~~T~~he applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.

7B-2-9 Submittal Requirements.

(b) *Alternative Sites Analysis*

(1) For a tower in a Residence District or within three hundred feet (300') of a Residence District, in the Downtown Development District, the Gateway District or the City's Entryway Corridor, the applicant must address the City's preferred tower locations with a detailed explanation justifying why a site of higher priority was not selected. The City's tower location preferences must be addressed in a clear and complete written alternative sites analysis that shows at least three (3) higher ranked, alternative sites considered that are in the geographic range of the service ~~coverage~~ objectives of the applicant, together with a factually detailed and meaningful comparative analysis between each alternative candidate and the proposed site that explains the substantive reasons why the applicant rejected the alternative candidate.

(3) For purposes of disqualifying potential collocations or alternative sites for the failure to meet the applicant's service coverage or capacity objectives the applicant will provide (a) a description of its objective, whether it be to ~~close a gap or~~ address a deficiency in coverage, capacity~~,~~ or frequency ~~or technology~~; (b) detailed ~~technical~~ maps or other exhibits with clear and concise RF data to illustrate that the objective is not met using the alternative (whether it be collocation or a more preferred location); and (c) a description of why the alternative (collocation or a more preferred location) does not meet the objective.

(c) *Additional Submittal Requirements for WCFs.*

(9) A clear and complete written statement of purpose which shall minimally include: (1) a description of the ~~technical~~ objective to be achieved; (2) a to-scale map that identifies the proposed site location and the targeted service area to be benefited by the proposed project; and (3) full-color signal propagation maps with objective units of signal strength measurement that show the applicant's current service coverage levels from all adjacent sites without the proposed site, predicted service coverage levels from all adjacent sites with the proposed site, and predicted service coverage levels from the proposed site without all adjacent sites. These materials shall be reviewed and signed by a Wyoming-licensed professional engineer or a qualified employee of the applicant. The qualified employee of the applicant shall submit his or her qualifications with the application.

7B-2-10 Exceptions to Standards.

(d) *Criteria*.

(3) The applicant demonstrates the following:

(A) ~~A significant gap in the coverage, capacity, or technologies of the service network exists;~~The development standard materially limits or inhibits the ability of the applicant to compete in a fair and balanced legal and regulatory environment;

(B) The ~~gap~~ situation can only be ~~filled~~ addressed through an exception to one or more of the standards in this Chapter; and

(C) The exception is narrowly tailored ~~to fill the service gap~~ such that the wireless communication facility conforms to this Chapter's standards to the greatest extent possible.

~~iv. For a new tower proposed to be located in a Residence District or within three hundred feet (300') of a Residence District, the Downtown Development District, the Gateway District or the City's Entryway Corridor, unless the proposal qualifies as a preferred location on City-owned or operated property or facilities, the applicant must also demonstrate that the manner in which it proposes to fill the significant gap in~~

~~coverage, capacity, or technologies of the service network is the least intrusive on the values that this Chapter seeks to protect.~~

7B-2-12 Independent RF Technical and Legal Review.

Although the City intends for City staff to review applications to the extent feasible, the City may retain the services of an independent RF expert and attorney of its choice to provide technical and legal evaluations of permit applications for WCFs, when they are subject to WCF permits or administrative review. The third party expert shall have recognized telecommunications industry accepted qualifications in the field of radio frequency engineering or wireless communication facilities. The expert's review may include, but is not limited to (a) the accuracy and completeness of the items submitted with the application; (b) the applicability of analysis and techniques and methodologies proposed by the applicant; (c) the validity of conclusions reached by the applicant; and (d) whether the proposed WCF complies with the applicable approval criteria set forth in this Chapter. The applicant shall pay the reasonable cost for any independent consultant fees through a deposit, estimated by the City, within ten (10) days of the City's request. When the City requests such payment, the application shall be deemed incomplete for purposes of application processing timelines until the deposit is received. In the event that such costs and fees do not exceed the deposit amount, the City shall refund any unused portion within thirty (30) days after the final permit is released or, if no final permit is released, within thirty (30) days after the City receives a written request from the applicant. If the costs and fees exceed the deposit amount, then the applicant shall pay the difference to the City before the permit is issued. The third party shall provide an itemized description of the services provided and related fees and charges.

Section 7B-2-16 Eligible Facilities Request

(a) *Purpose.* This Section implements Section 6409(a) of the Spectrum Act (47 U.S.C. Section 1455(a)), as interpreted by the FCC in its Report and Order No. 14-153 and ~~regulated by 47 C.F.R. § 1.40001~~ Declaratory Ruling and Third Report and Order released September 27, 2018, which require~~s~~ a state or local government to approve any Eligible Facilities Request for a modification of an existing tower or base station that does not result in a substantial change to the physical dimensions of such tower or base station.

(b) *Application Review.*

(4) Tolling of the Timeframe for Review: The 60-day review period begins to run when the application is filed, and may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines that the application is incomplete. ~~The timeframe for review is not tolled by a moratorium on the review of applications.~~

7B-2-17 Small Wireless Facilities - Collocation on Existing Structures.

(a) *Purpose.* This section implements a shot clock that is contained in the FCC's Declaratory Ruling and Third Report and Order released September 27, 2018, regarding the collocation of small wireless facilities on existing structures.

(b) *Application Review.*

(1) Application: The City shall prepare and make publicly available an application form, which form shall be used by the applicant.

(2) Review: Upon submission of an application for collocation of small wireless facilities on an existing structure pursuant to this section, the City shall, within 60 days (subject to resetting of the shot clock and the tolling provisions set forth below), review such application, make its final decision to approve or deny the application, and advise the applicant in writing of its final decision.

(3) Tolling of the Timeframe for Review: The 60-day review period begins to run when the application is filed. The City shall notify the applicant within 10 days as to whether the application is incomplete. Upon resubmission by the applicant, a new 60

day shot clock commences, and the City has 10 days to notify the applicant again of an incomplete application. The shot clock may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines upon a resubmission that the application is incomplete.

(A) The timeframe is tolled in the case of subsequent notices pursuant to the procedures identified in this section. Subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

(4) Failure to Act: In the event the City fails to approve or deny a complete application under this section within the timeframe for review (accounting for resetting the shot clock once or any tolling), the applicant may pursue judicial relief.

(5) Denials made by the City may be appealed to the City Council. Appeals shall be submitted and presented to the City Planning Commission which shall make a recommendation to the City Council.

(6) Change in Federal or State Law: If any of the timeframes are subsequently changed by Federal or State law, then this section shall be automatically amended to comport with the new timeframe(s).

7B-2-18 Small Wireless Facilities - New Construction (New Builds).

(a) *Purpose.* This section implements a shot clock that is contained in the FCC's Declaratory Ruling and Third Report and Order released September 27, 2018, regarding the construction of small wireless facilities on a new structure.

(b) *Application Review.*

(1) Application: The City shall prepare and make publicly available an application form, which form shall be used by the applicant.

(2) Review: Upon submission of an application for the construction of small wireless facilities on a new structure pursuant to this section, the City shall, within 90 days (subject to resetting of the shot clock and the tolling provisions set forth below), review such application, make its final decision to approve or deny the application, and advise the applicant in writing of its final decision.

(3) Tolling of the Timeframe for Review: The 90-day review period begins to run when the application is filed. The City shall notify the applicant within 10 days as to whether the application is incomplete. Upon resubmission by the applicant, a new 90 day shot clock commences, and the City has 10 days to notify the applicant again of an incomplete application. The shot clock may be tolled only by mutual agreement between the City and the applicant, or in cases where the City determines upon a resubmission that the application is incomplete.

A. The timeframe is tolled in the case of subsequent notices pursuant to the procedures identified in this section. Subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

(4) Failure to Act: In the event the City fails to approve or deny a complete application under this section within the timeframe for review (accounting for resetting the shot clock once or any tolling), the applicant may pursue judicial relief.

(5) Denials made by the City may be appealed to the City Council. Appeals shall be submitted and presented to the City Planning Commission which shall make a recommendation to the City Council.

(6) Change in Federal or State Law: If any of the timeframes are subsequently changed by Federal or State law, then this section shall be automatically amended to comport with the new timeframe(s).

7B-2-1~~7~~9 Collocation Applications ~~or Substantial Changes~~ for other than Small Wireless Facilities

(a) *Purpose.* This Section implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14-153 and Declaratory Ruling and Third Report and Order released September 27, 2018. ~~Except when a shorter timeframe is otherwise required under this Chapter, the following timeframes apply to collocation or substantial changes.~~

(b) *Application Review.*

(1) Application: The City shall prepare and make publicly available an application form, the requirements of which shall be limited to the information necessary for the City to consider whether an application is a collocation ~~or substantial change~~ request for other than small wireless facilities.

(5) Failure to Act: In the event the City fails to approve or deny a complete application under this Section within the timeframe for review (accounting for any tolling), the applicant ~~shall be entitled to pursue all remedies under applicable law~~ may pursue judicial relief.

7~~2~~B-2-~~18~~20 New Site or Tower Applications.

(a) *Purpose.* This Section also implements, in part, 47 U.S.C. Section 332(c)(7) of the Federal Communications Act of 1934, as amended, as interpreted by the FCC in its Report and Order No. 14-153 and Declaratory Ruling and Third Report and Order released September 27, 2018.

(b) *Application Review.*

(5) Failure to Act: In the event the City fails to approve or deny a complete application under this Section within the timeframe for review (accounting for any tolling), the applicant ~~shall be entitled to pursue all remedies under applicable law~~ may pursue judicial relief.

7B-2-~~19~~21 Multiple Sites in One Application

7B-2-2~~0~~2 Application Fees.

7B-2-2~~1~~3 Laws, Rules and Regulations.

7B-2-2~~2~~4 Severability.

7B-2-2~~3~~5 Conflicts.

Section 2.

The various parts, sentences, paragraphs, sections and clauses of this Chapter are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Chapter shall not be affected thereby.

WHEREUPON, a motion was passed and the Ordinance declared adopted this ____ day of _____, 2019.

CITY OF SHERIDAN, WYOMING

_____
Mayor

ATTEST:

_____
City Clerk

FIRST READING:

SECOND READING:

PUBLISHED:

EFFECTIVE THE____ DAY OF_____, 2019.

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

Project Name:	Consideration of the 2019 Pavement Maintenance Project-Rotomill and Overlay
From:	Hanns Mercer, City Engineer
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	01/21/2019

Recommendation:

The City of Sheridan will receive sealed bids for the 2019 Pavement Project (Rotomill and Overlay) advertised from February 18 - March 20, 2019. The bid opening will take place on March 20, 2019. Staff recommends that the Mayor and City Council award the 2019 Pavement Maintenance Project to XXXXX of Sheridan, WY, the lowest qualified bid, in the amount of XX,XXX.XX.

Staff recommends that for the 2019 Pavement Maintenance and Rotomill and Overlay Project, the Mayor and City Council authorize the Public Works Director, Lane Thompson, to act on behalf of the Mayor and City Council on all matters related to the project.

Background:

The City of Sheridan 2019 Pavement Maintenance and Rotomill and Overlay Project is anticipated to occur and be completed between the dates of July 15, 2019 and August 31, 2019. The date of Substantial Completion will be on August 31, 2019. This includes ±11,210 SY of full depth recycle (with cement) and ±11,210 SY of 3" hot plant mix bituminous pavement.

The portion of the project in Sheridan County includes Schedules 7A & 7B. This includes ±1,650 SY of full depth recycle (with cement), ±1,650 SY of 4" hot plant mix bituminous pavement and ±5,900 SY of a 2" hot plant mix bituminous pavement overlay with transition milling.

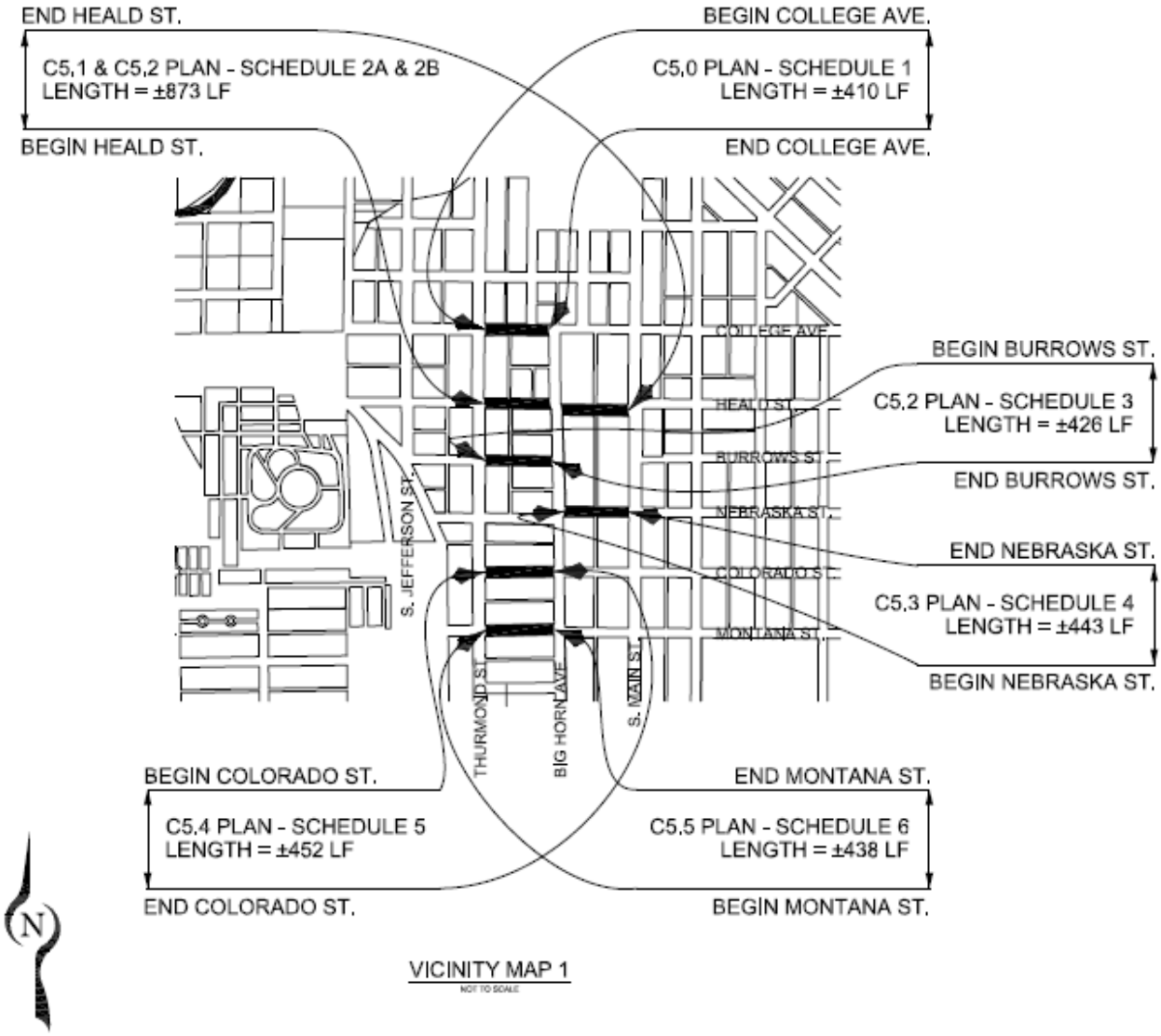
Requests for bids were advertised February 18- March 20, 2019 and the bid opening will be held on March 20, 2019. The bid results are as follows:

XXXXXXX:	XXXX
XXXXXXX:	XXXX
Engineer's Estimate:	XXXX

Funding:

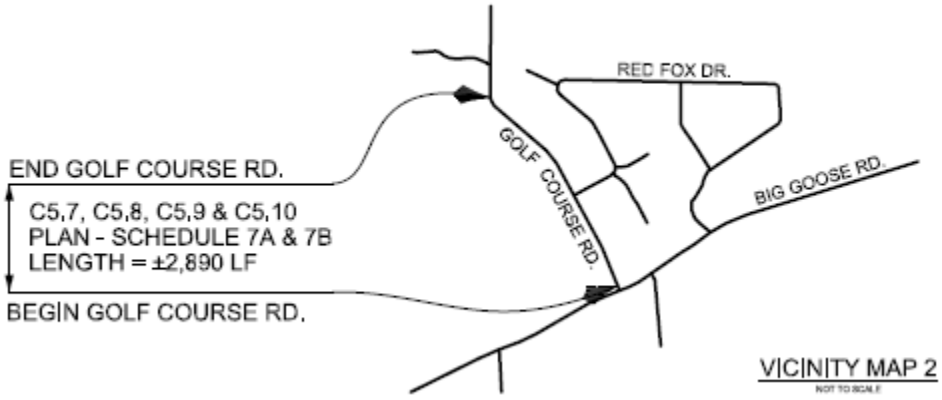
This project is fully funded with Optional One Cent Funds, Public Benefit Funds, Direct Distribution (Supplemental) Funding.

Attachments



VICINITY MAP 1

NOT TO SCALE



VICINITY MAP 2

NOT TO SCALE

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

Project Name:	Consideration of the 2019 City of Sheridan Concrete Replacement Project
From:	Hanns Mercer, City Engineer
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	01/21/2019

Recommendation:

The City of Sheridan will receive sealed bids for the 2019 Concrete Replacement Project advertised from February 18 - March 21, 2019. The bid opening will take place on March 21, 2019. Staff recommends that the Mayor and City Council award the 2019 Concrete Replacement Project to XXXX of XXXX, the lowest qualified bid, in the amount of XXX,XXX.

Staff requests that for the 2019 Concrete Replacement Project, the Mayor and City Council authorize the Public Works Director, Lane Thompson, to act on behalf of the Mayor and City Council on all matters related to this project.

Background:

The City of Sheridan Concrete Replacement Project is anticipated to occur and be completed between the dates of May 01, 2019 and June 28, 2019. Substantial Completion for this work is to be reached within forty-four (44) calendar days from the start of construction operations.

The project includes +/- 386 linear feet of concrete curb and gutter, +/- 115 square yards of 4 inch concrete sidewalk, including seven (7) ADA ramps and +/- 60 square yards of concrete alley approach.

Requests for bids will be advertised February 18 - March 21, 2019 and the bid opening will be held on March 21, 2019. The bid results are as follows:

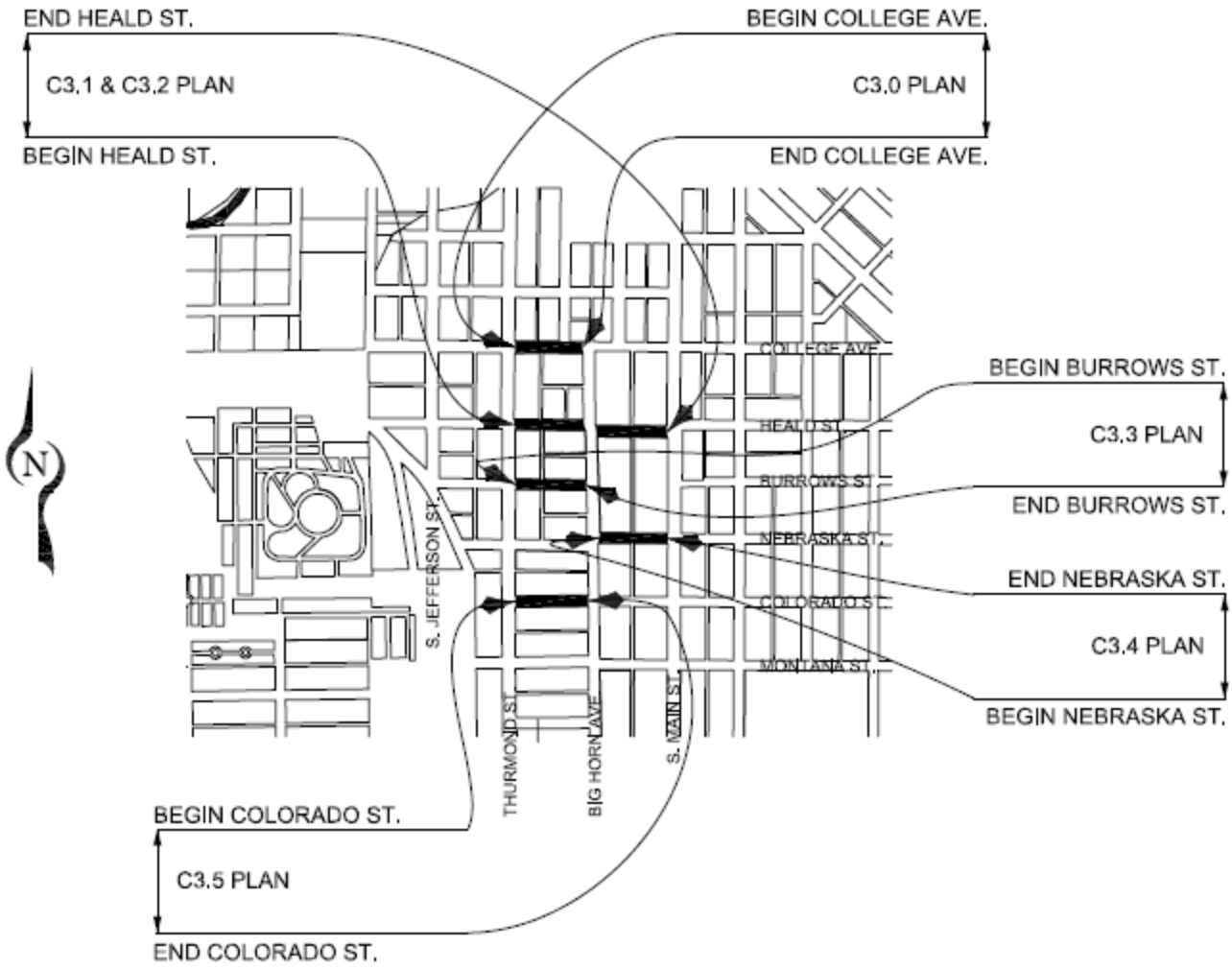
XXXXX	**XXXX**
XXXXX	XXXX
Engineer's Estimate:	XXXX

Funding:

This project is fully funded with Optional One Cent Funds, Public Benefit Funds, Direct Distribution (supplemental) Funding.

Attachments

2019 Concrete Replacement Map



VICINITY MAP

NOT TO SCALE

CITY OF SHERIDAN, WYOMING

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

Treasurer

MEMORANDUM

Project Name:	Consideration of Resolution #14-19 Approving FY19 Budget Revision #2 - City Treasurer Karen Burtis - 5 Minutes
From:	Karen Burtis, City Treasurer
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	03/08/2019

Recommendation:

Staff recommends the approval of Resolution 14-19 authorizing adjustments to the FY2019 Budget.

Background:

During the current fiscal year, unanticipated income and new grants were received creating amounts available for potential budget expenditures. Unexpected expenditures occurred that need to be funded. Transfer of appropriations and modifications of estimated revenues and appropriations are needed as the year progresses and more definitive information is obtained. Resolution 14-19 is an accumulation of the previously mentioned items which need to be accounted for in the new fiscal year 2019 budget. The attached Schedule 1 shows the summarized amendments, revisions, and appropriations to the FY2019 Budget.

Funding:

All funds are balanced with FY2019 budgeted revenues, with the exception of the Water Fund which will use $172,300 of operating reserves and capital reserves to balance its budget in FY2019 to cover the loan and interest payments on projects which closed during the year and extra funds needed for the Hypochlorite Tank Replacement Project.

Attachments

Resolution #14-19

CERTIFIED RECORD

OF

PROCEEDINGS OF THE GOVERNING BODY OF

THE CITY OF SHERIDAN, WYOMING

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

A regular meeting of the governing body (the "Governing Body") of the City of Sheridan, State of Wyoming, was held at the regular meeting place of the Governing Body at 55 East Grinnell, Sheridan, Wyoming, on April 1, 2019, at the hour of 7:00 p.m. pursuant to notice and call duly given to each member of the Council.

The meeting was called to order by the Mayor, and upon roll call, the following members were present, constituting a quorum:

Mayor: _____
Council Members: _____
_____
_____
_____
_____
_____
Absent: _____

There was also present: _____

Thereupon the following proceedings, among others, were had and taken. The following resolution was

introduced and read by title only

RESOLUTION NO. 14-19

A RESOLUTION ON FISCAL YEAR 2019 APPROPRIATIONS AND BUDGET REVISIONS

WHEREAS, the City of Sheridan adopted its FY2019 budget on June 18, 2018 _(the "Budget");

WHEREAS, the City's Budget, requires additional amendments, revisions, and appropriations;

WHEREAS, a Notice of Public Hearing of such budget, together with the summary of said budget amendments, revisions, and appropriations was published in the Sheridan Press, a legal newspaper and of general circulation in the County on the 25th of March, 2019;

WHEREAS, a Public Hearing was held on such budget at the time and place specified in said Notice, and which time all interested parties were given an opportunity to be heard;

WHEREAS, following such Public Hearing, certain alterations and revisions were made in such proposed budget, all of which more fully appear in the Minutes of the Council.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Sheridan adopts the additional amendments to the Budget with the year ending June 30, 2019, as the amendments, revisions and appropriations are more specifically described on Exhibit A, attached hereto and incorporated herein.
2. Confirming that the mill levy will remain at 8 mills.
3. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

4. All resolutions, or parts thereof, inconsistent with this Resolution or within any of the documents hereby approved, are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed as reviving any resolution or part thereof.

5. This Resolution shall be in full force and effect upon its passage and adoption.

PASSED, ADOPTED AND APPROVED _____, 2019.

CITY OF SHERIDAN, WYOMING

By: _____
Mayor

ATTESTED:

By: _____
City Clerk

A motion was made by Council Member _____ that the foregoing resolution be passed and adopted, and Council Member _____ seconded the motion. The roll was called with following results:

Those voting YES: _____

Those voting NO: _____

A majority of the members elected to the Governing Body having voted for the passage and approval of the resolution, the Mayor declared the resolution duly passed and adopted. After consideration of other business to come before the Governing Body, the meeting was adjourned.

CITY OF SHERIDAN, WYOMING

_____
Mayor

ATTESTED:

_____
City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF SHERIDAN)

I, _____, the duly appointed, qualified, and acting City Clerk of the City of Sheridan, Wyoming (the "City"), do hereby certify:

1. The foregoing pages are true, correct and complete copies of the record of the proceedings of the Governing Body of the City, had and taken at a regular meeting thereof held at the regular meeting place of the Council at 55 East Grinnell, Sheridan, Wyoming, on _____ _____, 2019, at the hour of 7:00 p.m., as recorded in the records of the Governing Body kept in my office.

2. The proceedings of the Governing Body were duly had and taken as therein shown, the meeting therein shown was duly held, due notice and call was given each member, and the persons therein named as present at the meeting were present as shown by the minutes.

3. Notice of the meeting has been given as required by statutes of the State of Wyoming relating to meetings of governmental agencies. (W.S. Sections 16-4-401 through 16-4-407.)

WITNESS my name and the seal of the City, on _____, 2019.

_____
City Clerk

EXHIBIT A

Summary of FY2019 Budget Revision Adjustments

Fund	FY2019 Current Budget	Adjustments	FY2019 Revised Appropriations
GENERAL	13,049,083	43,030	13,092,113
SPECIAL REVENUE	33,943,424	521,100	34,464,524
ENTERPRISE	13,476,366	337,743	13,814,109
DEBT SERVICE	106,348	0	106,348
TOTAL	60,575,221	901,873	61,477,094

Mill Levy - 8 Mills	1,520,000		1,520,000

CITY OF SHERIDAN, WYOMING

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

Treasurer

MEMORANDUM

Project Name:	Consideration of Resolution #16-19 - Adopting a Purchasing and Procurement Policy - City Treasurer Karen Burtis - 5 Minutes
From:	Karen Burtis, City Treasurer
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	03/07/2019

Recommendation:

Staff recommends that the Mayor and City Council approve Resolution #16-19 Adopting a Purchasing and Procurement Policy.

Background:

Currently, the City of Sheridan has only one Resolution regarding purchasing and procurement, and that is the "Buy Local" Resolution. Many different versions of a purchasing and procurement policy have been undertaken over the years, but none have been adopted by the City.

Attachments

Purchasing & Procurement Policy

Purchasing and Procurement Policy

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Purchasing and Procurement Policy

The purpose of this policy is to establish policies for an efficient, fiscally responsible purchasing system capable of providing daily service and support to all City departments and to assure the citizens that the City is receiving maximum value for each dollar spent. It provides City of Sheridan employees a guideline to assure continuity and uniformity in purchasing practices, and to define the responsibilities of each employee when purchasing supplies, services, vehicles and equipment. It also provides guidelines for public works projects and items let by bid. It is the City's intent to be fiscally responsible, and to purchase supplies and services that have the least negative impact on the environment. While being fiscally responsible, employees are encouraged to purchase from local Sheridan businesses, as per City of Sheridan Resolution 29-11 passed October 17, 2011, which is included as Attachment A.

This policy is not intended to address every issue, exception, or contingency that may arise in the course of purchasing activities. The proper standard that should always prevail is to exercise good sound judgment, seek the best value when using City resources and keep within the budget authorized by the Governing Body. Each purchase shall encourage open competition between suppliers and contractors, while seeking the best value for the City.

This policy is not all-inclusive. If a question should arise that is not addressed in this policy, contact the Treasurer.

1. PURPOSE
    1.1. Purchasing objectives serve as a set of guidelines to be used by Administration, City personnel and the Purchasing Agent in achieving responsible and intelligent decisions relative to the day-to-day administration of purchasing.
    1.2. The objectives of the City of Sheridan's purchasing program are as follows:
        - Assure responsible and accountable procurement of commodities, contractual services, equipment, and capital outlay items.
        - Assist management at all levels in reaching responsible, cost-effective decisions in the purchasing of quality supplies and services for City use.
        - Formulate policies and procedures which maximize the efficiency of the City's purchasing process.
        - Promote goodwill and clear communication in City/vendor relations relative to purchasing.
        - Promote equal-opportunity policies through professional relations with vendors.
        - Ensure compliance with Federal requirements for Federally funded purchases.

2. DEFINITIONS
    - "Architectural and/or Engineering Services" means professional services of an architectural or engineering nature, as defined by state law, if applicable, that are required to be performed or approved by a person licensed, registered, or certified to provide the services described in this paragraph;
        - professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and
        - other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and

individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.

- "Bid" means the offer made by a contractor or vendor resulting from an advertisement for bid pursuant to Wyoming State Statute.

- "Consultant" means engineering firms, architectural firms, surveying firms, and other firms or individuals engaged in providing consulting or other professional services.

- "Contractor," as defined in W.S. § 16-6-701(a)(ii), means any person who is a party to a contract with a public entity to construct, renovate or perform major maintenance of any highway, public building, public work or public improvement, structure or system.

- "Department Head" means the person designated as the administrative official who oversees a department. The Departments within the City of Sheridan are Police, Fire, Treasurer, Clerk, Public Works, Utilities, Travel and Tourism, and Human Resources.

- "Division Head" means a supervisory position who reports to the Department Head.

- "Electronic Requisition" hereinafter referred to as an 'eReq', is the official document that records information regarding the purchase and encumbers the funds in the budget.

- "Resident," as defined in W.S. § 16-6-101(a)(i), means a natural person, association or business entity authorized to be formed under title 17 of the Wyoming statutes, or the laws of another state that are the functional equivalent, and that is certified as a resident by the Department of Workforce Services following receipt of an affidavit executed and sworn to by a chief executive officer of the entity setting forth information required by the department to determine compliance with this act and prior to bidding upon the contract or responding to a request for proposal.

- "Maintenance" means any repair which does not constitute "Major Maintenance."

- "Major maintenance," as defined in W.S. § 16-1-101(a)(v), means the repair or replacement of complete or major portions of building and facility systems at irregular intervals which is required to continue the use of the building or facility at its original capacity for its original intended use and is typically accomplished by contractors due to the personnel demand to accomplish the work in a timely manner, the level of sophistication of the work or the need for warranted work.

- "New Vehicle" means any motor vehicle that has had no previous owner and is still covered by the manufacturer's warranty.
- "Project Manager" means the assigned Department Head or his/her designee responsible to oversee specified projects and tasks.

- "Public improvement," as defined in W.S. § 15-1-101(a)(xi), means an improvement made within any city or town for which general bonded obligation may be incurred.

- "Procurement," as defined in W.S. § 9-2-1016(a)(i), means buying, purchasing, renting, leasing or otherwise acquiring any supplies or services.

- "Sealed Bid" means a bid which is not revealed or evaluated until the date of public opening, per W.S. § 15-1-113.

- "Services," as defined in W.S. § 9-2-1016(a)(ii), means the furnishing of labor, time or effort by a contractor to an agency. The term does not include employment agreements.

- "Supplies," as defined in W.S. § 9-2-1016(a)(iii), means all property, including but not limited to, furniture, fixtures, stationery, printing, paper, fuel and equipment of every kind required for use in the offices, service and functions performed by agencies, and for repairing, heating and lighting the state buildings; and insurance and bonds from licensed Wyoming agents as required.

3. TAX EXEMPT STATUS

3.1. The City of Sheridan, a municipality, is exempt from most city, and state, sales taxes and some excise taxes in Wyoming. The City of Sheridan may also be exempt from other State's sales taxes if that State participates in the Streamlined Sales & Use Tax Agreement with the State of Wyoming. The City of Sheridan's Federal Tax Identification number is **83-6000090** and the State Tax Exempt number is **69-0830210**. These numbers must only be used for City of Sheridan business purposes. It is the expectation that all employees who make purchases on behalf of the City ensure that the vendor is informed of the City's tax exempt status. If proof of exemption is required by the vendor, proper documentation may be obtained from the Treasurer's office.

4. USE OF MUNICIPALITY NAME

4.1. The City of Sheridan's name shall not be used for personal gain. This includes, but is not limited to, the use of the name to receive or request discounts on supplies, equipment, services or any other function that could be construed or perceived as "for personal gain."

5. ORIGINAL CONTRACT DOCUMENTS AND MAINTENANCE AGREEMENTS

5.1. All original contracts will be kept with the City Clerk's office. Copies may be kept by the appropriate departments.

5.2. Original maintenance agreements will be kept on file in the office of the appropriate department.

5.3. Copies of all procurement contracts and maintenance agreements must be given to the Treasurer's office.

6. VEHICLE AND EQUIPMENT REGISTRATION AND/OR INSURANCE

6.1. The City Clerk must be notified and given proper paperwork at least two (2) weeks prior to delivery of vehicles or equipment. Proper paperwork for registration includes a Certificate of Origin for out of state vendors, a Sales Tax Certification form for local vendors, and a Bill of Sale.

6.2. Failure to provide proper notice to the City Clerk within two (2) of delivery shall prohibit the use of vehicles or equipment until proof of insurance has been obtained by the City Clerk.

7. ASSET ADDITION OR DELETION

7.1. Any assets purchased with a value over $5,000 must be reported to the Treasurer's office on a New Asset Form (Attachment C).

7.2. Any asset that is sold, traded, scrapped, or donated must be reported to the Treasurer's office on an Asset Deletion Form (Attachment D).

8. ELECTRONIC REQUISITION (eReq)

8.1. An Electronic Requisition, here-after referred to as an 'eReq', is the official document that records information regarding the purchase and encumbers the funds in the budget.

8.2. An eReq shall be used for all purchases that are not procured by bid or RFP. eReqs shall be completed either before the purchase is made (preferably) or as soon thereafter as possible, but prior to receipt of the supplies/equipment/services, if supplies/equipment/services are being delivered or shipped.

- If possible, the eReq number should be given to vendors to include on packing slips and receipts/invoices.

8.3. eReqs will be converted to a purchase order by the Treasurer's office.

8.4. Exceptions

- Payments required for payroll
- Utility payments

9. COOPERATIVE PURCHASING

9.1. When two or more entities join together to buy one or more items, the venture is called cooperative or collective purchasing. The Treasurer shall approve the use of cooperative agreements bid by other governmental agencies, unless otherwise provided by this Policy. An example would be the City using a State of Wyoming bid for vehicles.

10. PETTY CASH

10.1. Various departments have a petty cash fund. Each department maintaining a petty cash account shall designate a custodian and a reconciler. Departments maintaining petty cash funds shall reconcile the cash on hand, receipts and submit a voucher for replenishment of the fund on at least a monthly basis.

10.2. Excluding funds used for licensing/registrations at the County Clerk's office, use of petty cash is limited to expenditures of $50. Petty cash reimbursements shall comply with sections 11, 12 and 13.

10.3. A Petty Cash Voucher (Attachment E) must be signed by the receiving individual and a receipt must accompany all payments out of petty cash.

11. EMPLOYEE REIMBURSEMENTS

11.1. Requirements

- Any purchases made by City employees where reimbursement will be requested are subject to sections 12 and 13. It is the employee's responsibility to check the purchasing policy of the City before incurring any expense.
- It is preferable that any purchases made for City purposes be paid by the City directly to the vendor.

- Under no circumstance shall a City employee pay a contractor or consultant directly.

11.2. Reimbursement Request

- The purchase shall be described on an eReq with a perjury statement signed by the employee requesting the reimbursement.
- The requesting employee's supervisor shall sign the eReq authorizing the reimbursement.
- The original vendor receipt must be attached to the voucher.

12. PURCHASES FROM EMPLOYEES OR AGENTS OF THE CITY

12.1. The Chief Procurement Officer must authorize all purchases of supplies and services from current employees or agents of the City. This authorization must be in writing, signed by the designated City official and placed in the individual's personnel file. All such purchases shall comply with section 13 and the City of Sheridan Employee Handbook.

13. TYPES OF PROCUREMENT

13.1. General Information

- Any procurement made with federal funds must follow the provisions of 2 CFR 200, as per City of Sheridan Resolution 23-17 passed June 19, 2017, which is included as Attachment B.
- Purchases **SHALL NOT** be split into multiple transactions in order to stay within the purchase limit.
- All procurements must be followed by a detailed receipt/invoice or progress billing, as appropriate.
- A matrix of the types of procurement is attached as Appendix A.
- Due to the uniqueness and complexity of purchasing art, the City of Sheridan Public Arts Committee purchases shall be exempt from the bidding process.

13.2. Micro-purchase

- Procurement by micro-purchase is the acquisition of supplies or services in which the aggregate dollar amount does not exceed $3,500. To the extent practicable, the City must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotes if the City considers the price to be reasonable.
- The micro-purchase limit is applied as follows:
  - With federal funds, the purchase limit is for the life of the grant.
  - With all other funds, the purchase limit is the fiscal year.
- Micro-purchases require approval by the Division Head and review by the Treasurer.

13.3. Small purchase

- Small purchases are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than $35,000.
- Small purchases greater than $3,500 but not exceeding $10,000 require three (3) **verbal** quotes and approval by the Division Head, Department Head, and review by the Treasurer.
- Small purchases greater than $10,000 but not exceeding $35,000 require three (3) **written** quotes and approval by the Division Head, Department Head, with review by the Treasurer. In addition, any written contract with the chosen vendor shall be signed by the Chief Procurement Officer.

- The purchase limit for small purchases applies to each purchase, regardless of funding.

13.4. Sealed Bids

A. Requirement

- Sealed bids are required for any type of public improvement if the estimated cost exceeds $35,000, except for professional services, emergency work or maintenance; see W.S. § 15-1-113.
- Sealed bids are required for the purchase or lease of a new automobile or truck regardless of cost; see W.S. § 15-1-113.
- Additionally, sealed bids are required for all purchases of supplies or equipment if the estimated cost exceeds $35,000.
- All bids shall meet the requirements of W.S. § 15-1-113 and W.S. § 16-6-101 through 16-6-118.

B. Specifications

- Detailed specifications shall be prepared by the Project Manager or Department Head and approved by the Department Head. These specifications shall become part of the Standard Bid Package (Attachment F).
- Any restriction in the specifications that could be considered restrictive of competition is prohibited. They include, but are not limited to:
  - Placing unreasonable requirements on firms in order for them to qualify to do business
  - Requiring unnecessary experience and excessive bonding
  - Non-competitive pricing practices between firms or between affiliated companies
  - Non-competitive contacts to consultants that are on retainer contracts
  - Organizational conflicts of interest
  - Specifying only a brand name product instead allowing equal products to be offered. If the use of brand names is used it should be limited to expressing a minimum acceptable specification, in which case "or equivalent" shall follow the name brand, or when procurement of a particular brand name can be otherwise justified.
  - Any arbitrary action in the procurement process

C. Standard Bid Package

- The standard bid package can be accessed through the City's website or from the appropriate department.
- The standard bid package includes the following forms or documents:
  - Advertisement and Invitation to Bid
  - Instructions to Bidder
  - Bid Form/Contract
  - Specifications
  - General Instructions
  - Bid Bond
  - Performance Bond
  - Notice of Award
- The standard bid package may include the following optional forms or documents:
  - Special Requirements
  - Trade-Ins
  - For non-federally funded public work projects, the 5% Wyoming bidder

preference clauses; see W.S. § 16-6-102, W.S. § 16-6-104, W.S. § 16-6-105, W.S. § 16-6-106 and W.S. § 16-6-107.
    - For federally funded projects, the suspension and debarment statement.

D. Advertisement and Invitation to Bid; see W.S. § 15-1-113(b)
- The Department Head must sign all advertisements and invitations to bid.
- All legal ads shall be placed by the City Clerk.
- The advertisement and invitation to bid shall be published on two (2) different occasions, at least seven (7) days apart in the local newspaper, or according to the funding agency's requirements. The published notice shall state:
    - the place, date and time of any pre-bid meetings
    - the place, date and time when the bids will be received
    - the place, date and time when the bids will be publicly opened
    - the place where interested persons may obtain the bid package
    - the bond requirement
    - any automobiles or trucks for trade-in
    - except for federally funded projects, a statement that "preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured or grown in Wyoming, or supplied by a resident of the state, quality being equal to articles offered by the competitors outside of the state;" see W.S. § 16-6-106
- The City shall make an effort to notify known local vendors of upcoming bids.

E. Awarding the Bid/Notice of Award
- The Project Manager or Department Head will review the bids and put together a bid tabulation of all bidders and submitted bids.
- Prior to awarding, the City Attorney shall review all contracts.
- The contract shall be awarded to the responsible certified resident making the lowest bid if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible non-resident bidder; see W.S. § 16-6-102.
- Upon said determination, the Project Manager or Department Head will write an award letter of recommendation to the Department Head and Chief Procurement Officer to take to Governing Body for approval.
- The Governing Body will award the bid at a regularly scheduled Council meeting.
- The contract shall be executed by the Mayor and attested by the Clerk, or his/her designee.
- The Project Manager or Department Head shall issue the Notice of Award to the successful bidder.
- The successful bidder shall finish the performance guarantee within 30 days.

F. Advertisement for Final Payment
- Before the City is to make the final payment on any contract for which a bond or other financial guarantee is required, the City shall publish once a week for three (3) consecutive weeks and also post in three (3) conspicuous places at the place of work, forty (40) days before the final payment, a notice that the contractor is entitled to to final settlement and that City will pay to the contractor the full amount due under the contract; see W.S. § 16-6-116.
- No final payments shall be made to a contractor without a sworn statement from the contractor setting forth that all claims for material and labor performed under the contract have been paid and are paid for the entire period of time for which the final payment is to be made. If any claim for material and labor is disputed, the

sworn statement shall so state and the amount claimed to be due the laborer shall be deducted from the final payment and retained by the City until the determination of the dispute, either by judicial action or consent of the parties, and then paid by the City to the persons found entitled thereto; see W.S. § 16-6-117.

13.5. Competitive Proposals (RFP or RFQ)

A. Requirement
- Request for proposals/qualifications are required for professional services for construction manager agents, construction manager-at-risk or design-builder if the estimated cost exceeds $35,000; see W.S. § 15-1-113.
- Request for proposals/qualifications are required for all other services, including maintenance, if the estimated cost exceeds $35,000
- Additionally, request for proposals/qualifications are required for all leases of equipment if the estimated cost exceeds $35,000.
- If the project or procurement is receiving funding from an outside funding agency, City staff must receive written approval from the funding agency to utilize the RFP/RFQ process.

B. Scope of Work
- City staff shall prepare a description of the general project, the scope of work or specifications of equipment, set a timetable for completion and estimate the fees for the proposed services or lease noting any extraordinary evaluation factors to be used in the selection process.

C. Advertising
- The Department Head must sign all advertisements and requests for proposals/qualifications.
- All legal ads shall be placed by the City Clerk.
- The advertisement and request for proposal/qualification shall be published on two (2) different occasions, at least seven (7) days apart in the local newspaper, or according to the funding agency's requirements.
- The City shall make an effort to notify known local consultants and vendors of upcoming RFP/RFQs.
- RFP/RFQs can be found on the City's website.

D. Request for Proposals/Qualifications
- The proposal, as submitted by the consultant or vendor, shall include profiles on the company's ability to perform the work or provide the leased equipment, demonstration of understanding of the project, as well as references.

E. Selection Committee
- The selection committee consists of at least three members, but generally not more than five. Each member shall ensure that he or she has no possible conflict of interest that may influence the selection process.

F. Evaluation Factors
- The selection committee shall consider the selection in light of the preliminary scope of work and fee estimate previously established. Factors used to select consultants or vendors may include the following:
    - Experience and expertise of the company in the work needed
    - Qualifications of the company's personnel
    - Previous performance by the company
    - Knowledge about the project or equipment
    - Special product delivery requirements

    - Workload with other clients (if known)
    - Location (In-state or out-of-state consultant location cannot be a factor, but proximity to the project is an allowable factor)
    - Financial stability
    - Reputation
    - References
    - Cost
- At the selection committee's option, additional factors may also be used.

G. Selection by Scoring and Ranking

- To determine the final selection, the committee ranks the consultants or vendors being considered. This process involves prioritizing each factor and developing an overall score. If it becomes apparent that a particular consultant or vendor is not qualified, the committee may eliminate the consultant or vendor from further consideration. The following items should be considered to determine if a consultant or vendor is minimally qualified:
    - The consultant or vendor shall have an exemplary ethical and professional reputation.
    - Individuals the consultant or vendor employs shall possess the levels of education, training and experience necessary to perform the required services satisfactorily.
    - If the consultant will be engaged to perform engineering, surveying, or architectural services for the City of Sheridan, the employee overseeing the work shall be licensed by the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors or the Wyoming State Board of Architects and Landscape Architects.
    - The consultant or vendor shall be established in the area of expertise for which the company is being considered, with recent experience in a responsible role.
- For architectural or engineering related projects, the selection must be qualification-based. Therefore, the City shall not solicit fee proposals before the consultant selection. Within the RFQ process, fee proposals may be requested in separate sealed envelopes, and only the selected firm's fee proposal will be opened after the selection is complete.
- For leases or projects that are not architectural or engineering related, fee proposals can be considered a part of the selection criteria.
- The City may interview, via phone, the top three (3) consultants or vendors.

H. Negotiations

- Negotiations shall begin with the top-ranked consultant or vendor. At this time, final scope and cost will be discussed. The cost may be determined by on of the following:
    - Salary cost times a multiplier plus direct non-salary costs
    - Cost plus a fixed fee
    - Lump sum
    - Unit of work payment
    - Hourly rate with maximum fee
- These methods are described fully in the American Society of Civil Engineers (ASCE) Manual No# 45. If the contract cannot be negotiated with the top-ranked consultant, negotiations should be terminated and the City should begin discussion

with the next ranked consultant until a contract is negotiated. Under no circumstances shall staff negotiate with more than one consultant at a time.

I. Awarding the Proposal
- Prior to awarding, the City Attorney shall review all contracts.
- The Governing Body will award the proposal at a regularly scheduled Council meeting.
- The contract shall be executed by the Mayor and attested by the Clerk, or his/her designee, and copies must be given to the City Clerk , the Treasurer, the consultant or vendor and the Project Manager, if applicable.
- The consultant must be notified to proceed by the Project Manager. The Project Manager must provide all pertinent information to the consultant, monitor their work, render decisions on behalf of the City and authorize payment to the consultant.

13.6. Non-Competitive Proposals

A. Non-Competitive proposals may be used only when one or more of the following circumstances apply:
- Single source
  - A single source procurement is when there is only one good or service that can reasonably meet the need and there is only one vendor who can provide the good or service.
  - Procurement without competition is authorized under limited conditions and subject to written justification documenting the conditions which preclude the use of a competitive process.
  - A requirement for a particular proprietary item (i.e., a brand name specification) does not justify a single source procurement if there is more than one potential vendor for that good or service. Price is not a consideration to justify a sole source procurement. In cases of reasonable doubt, competition should be solicited. The Department shall determine the price is fair and reasonable.
  - The Department shall take reasonable steps to avoid using single source procurement except in circumstances where it is both necessary and in the best interests of the City. The Department shall take action, whenever possible, to avoid the need to continue to procure the same supplies and/or services without competition.
  - The requesting department shall submit a memo to the Treasurer of source justification along with any other pertinent information regarding the single source procurement; e.g. vendor quote, literature, etc.
  - The Chief Procurement Officer is the final authority for approval of single source procurements.
- Emergency purchase
  - An emergency purchase is a purchase that is essential to the life, health or convenience to the citizens of Sheridan. Such emergencies may be a breakdown of the electrical system, water supply or critical vehicles.
  - When an emergency condition exists that prevents the use of a competitive procurement method, the City may conduct a procurement on an emergency basis. Emergency procurements may be negotiated on a single source or limited competition basis as dictated by the circumstances surrounding the emergency.

- Emergency procurements **do not** include:
  - Procurements that need to be rushed because of a failure to plan ahead
  - End of the fiscal year procurements
  - End of a grant/contract procurement
- Authority to make Emergency Procurements
  - Approval by the Chief Procurement Officer, or his/her designee, shall be obtained prior to the procurement. In the event an emergency arises after normal working hours, the City department shall notify the Chief Procurement Officer.
  - The emergency procurement shall be limited to the procurement of only the types of items and quantities or time period sufficient to meet the immediate threat and shall not be used to meet long-term requirements.
- Documentation
  - As soon as practicable, the City department shall prepare a written justification, to be approved by the Chief Procurement Officer, that sets forth the justification for the emergency procurement. The justification shall include the following:
    - the basis for the emergency procurement including the date the emergency first became known
    - a listing of the supplies and/or services procured
    - a description of the efforts made to ensure that proposals or offers were received from as many potential vendors as possible under the circumstances
    - the basis for the selection of the selected vendor
- Expressly authorized by Federal Agency or Pass-Through
- Inadequate competition

14. RECEIVING OF SUPPLIES AND EQUIPMENT

14.1. Items purchased using a purchasing card may be picked up by the cardholder or delivered. Either way, the vendor should include a packing slip, receipt or invoice. The items received should be verified against these documents and then compared against the purchase order for accuracy and completeness. The receipt or invoice must indicate that this is a purchasing card purchase.

14.2. A packing slip will generally come inside the box or attached to the outside of the package being delivered. Personnel shall verify that what is on the packing slip is truly what is received and then compare it against the purchase order for accuracy and completeness.

14.3. Upon receipt of supplies or equipment, the receiving department shall inspect the supplies or equipment for damage or defects.

14.4. Items delivered by freight truck shall be inspected prior to signing the bill of lading. Any damage to the package should be pointed out to the driver and noted on the bill of lading. If extensive damage is observed, the shipment should be refused. If no damage is visible, a note must be made on the bill of lading that the "shipment is accepted subject to inspection."

14.5. If damage or defects are discovered, the magnitude of the damage or defects shall be considered, and the vendor shall be contacted. Arrangements shall be made for the return and/or replacement of the supplies or equipment. Any credit memos received for the returned supplies or equipment shall be submitted to the Treasurer's office.

14.6. If, upon inspection, it is determined that duplicate items or the wrong items were received, arrangements shall be made for the return and/or replacement of the supplies or equipment. Any credit memos received for the returned supplies or equipment shall be submitted to the Treasurer's office.

15. PURCHASING CARD

15.1. General Instructions

- The purpose of the purchasing card is to streamline and simplify the purchasing and payment process.
- All other aspects of this Purchasing Policy must be followed, specifically:
  - Section 3 - Tax Exemption
  - Section 8 - Electronic Requisition (eReq)
  - Section 12 - Purchases from Employees or Agents of the City
  - Section 13.1 - General Information
  - Section 13.2 - Micro-Purchases
  - Section 13.6 - Emergency Purchases
  - Section 14 - Receiving of Supplies and Equipment
- Purchasing cards may not be used to avoid or bypass appropriate purchasing policies and procedures.
- Individual purchases may not exceed the micro-purchase threshold, unless for an emergency purchase, as defined in Section 13.6.
- Purchases made with the purchasing card are for supplies and equipment, and travel related expenses only.
  - Use of purchasing cards for meals is limited to travel outside of the City where at least one overnight stay will occur or when the meal is beneficial to the needs of the City.
- All mailed or delivered orders shall have the cardholder's name and department on the package.
- Any incentive program benefits derived by the use of purchasing cards shall be the property of the City. The Treasurer will determine the use of such incentive program benefits.
- The cardholder is the only person entitled to use the card and the card is not to be transferred to or allowed to be used by anyone other than the cardholder. The cardholder may make procurement transactions on behalf of others in their department however the cardholder is responsible for the validity of purchases made with their card and for obtaining the required receipts.
- Violations of this policy may result in loss of purchase card privileges and discipline up to and including termination.

15.2. Cardholder Eligibility

- In order to receive a purchasing card a cardholder must:
  - Be a current full time or regular part time City of Sheridan employee
  - Receive the approval of their Department Head and the Treasurer
  - Attend a training session before receiving their purchasing card
  - Sign a Cardholder Agreement (Attachment G)

15.3. Limitations and Restrictions

- The following restrictions, including but not limited to, may be placed on each individual card, as determined necessary by the employee's Department Head and the Treasurer:

- Monthly, daily and per transaction credit limits
- Limits on number of transactions
- Merchant category blocking

15.4. Unauthorized Purchases

- The following is a list of unauthorized purchasing card purchases:
  - Alcohol or tobacco products
  - Entertainment related expenses
  - Prescription and non-prescription drugs
  - Weapons and ammunition (except for Police personnel)
  - Cash advances
  - Items for personal use
  - Any transaction which exceeds the limits set on the cards
  - Fuel for personal vehicles
  - Purchases or travel outside of the United States unless authorized by the Chief Procurement Officer
  - Purchases exceeding the appropriated budget amount for the GL code being charged without prior authorization from the appropriate Department Head

15.5. Lost or Stolen Cards

- If the purchasing card is lost or stolen, the cardholder must immediately notify the card issuer and the Treasurer's Office. The Treasurer's Office will follow up with the card issuer to take the appropriate action to have the card canceled and a new card issued.

Appendix A

Attachments

- Attachment A - City of Sheridan Resolution 29-11
- Attachment B - City of Sheridan Resolution 23-17
- Attachment C - New Asset Form
- Attachment D - Asset Deletion Form
- Attachment E - Petty Cash Voucher
- Attachment F - Standard Bid Package
- Attachment G - Cardholder Agreement