AGENDA
CITY OF SHERIDAN
MARCH 18, 2019
REGULAR COUNCIL MEETING START 7:00 P.M.

1. Call to Order

2. Pledge of Allegiance

3. Invocation to be given by Ryan Charest with Real Life Church.

4. Roll Call of Members

5. Approval of Agenda

6. Public Hearings

   A. Public Hearing for the First Reading of Ordinance #2199 - Amending Ordinance #2184 on Wireless Communications Facilities - Utilities Director Dan Roberts

      i. Consideration of the First Reading of Ordinance #2199 Amending Ordinance #2184 on Wireless Communication Facilities - Utilities Director Dan Roberts

7. Consent Agenda

   A. Minutes of Special Council Meeting March 4th 2019

   B. Minutes of Regular Council Meeting March 4th 2019.

   C. Minutes of Special Council Meeting March 11th 2019

   D. Claims

8. Community Update

   A. The Hub on Smith (Sheridan Senior Center) - Executive Director Carmen Rideout

9. Staff Update

   A. Sales and Use Tax/Financial Update - City Treasurer Karen Burtis

B. Proposal on Landfill Hours of Operation - Utilities Director Dan Roberts

OLD BUSINESS

NEW BUSINESS

10. Consideration of the Selection of Humdinger Equipment, Ltd. (TANA E380) for the Lease-Option Acquisition of a Landfill Compactor - Utilities Director Dan Roberts

11. Participation in State Financial Assurance Program for our Landfill - Utilities Director Dan Roberts

12. Consideration of Resolution #04-19 Designating 2019 Free Landfill Days and Trees for Trash & Community Clean-up Day - Utilities Director Dan Roberts

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

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

15. Consideration of Municipal Street Lighting Agreement with MDU - Public Works Director Lane Thompson and MDU Electric Superintendent Jim Sorenson

16. Consideration of Resolution #16-19 Approving the Purchasing and Procurement Policy - City Treasurer Karen Burtis

17. Council Comments and Requests for Future Agenda Items

18. Comments from the Public

19. Adjournment

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 First Reading of Ordinance #2199 Amending Ordinance #2184 on Wireless Communication Facilities - Utilities Director Dan Roberts
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 - ORDINANCE 7B-2 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 Ordinance 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

Clerk

MEMORANDUM

Project Name:	Minutes of Special Council Meeting March 4th 2019
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	City Administrator Mark Collins
Date:	03/13/2019

Attachments

Special Council Meeting Minutes 03-04-19

CITY OF SHERIDAN, WYOMING
MINUTES OF SPECIAL COUNCIL MEETING

COUNCIL CHAMBERS **6:00 P.M.** **March 4th, 2019**

1. Mayor Roger Miller called the meeting to order at 6:00 P.M.

2. The Pledge of Allegiance to the Flag was led by Mayor Roger Miller.

3. Council Attendance: Mayor Roger Miller, Council President Clinton Beaver, Vice President Thayer Shafer, Councilor Patrick Henderson, Councilor Aaron Linden and Councilor Jacob Martin with Councilor Richard Bridger absent. Others in Attendance: IAFF President Andy Fried, IAFF Vice President Chad Brutlag, IAFF member Mark Galloway, City Attorney Brendon Kerns, City Administrator Mark Collins, City Clerk Cecilia Good, Human Resources Director Heather Doke, and Fire and Emergency Services Director Gary Harnish.

4. Human Resources Director Heather Doke explained the process for collective bargaining. Mayor Roger Miller stated that an extension of negotiations can occur upon mutual agreement between parties.

IAFF President Andy Fried explained the proposal that had been submitted on Friday, March 1st to City Council. The first item is the "Kyle Clause," which is related to the grading of positions. This clause would add a statement to the contract granting a five percent increase to the current grade or salary on transition to the Firefighter II classification. Andy Fried explained the grading process related to the Firefighter pay scale. The Firefighter II position is based on merit, and is not considered a promotion requiring the approval of the Fire Civil Service Commission. Fried also discussed the overall status of the Fire Department in relation to staff.

Andy Fried discussed the second proposal concerning contract cleanup. The cleanup consists of the correction of a wage scale slot, an update to pension contributions and adding a reference to the Fire Department Policy Manual and Job Description. Mayor Miller discussed the pension increase that was passed in the State Legislature through Senate File #88. The increase is one percent annually over the next four years. This total can be split by the City of Sheridan and the Firefighters.

The third and fourth proposal will be discussed at the next meeting.

The following meetings are scheduled for March 11th at 4:30 pm, March 18th at 6 pm and March 25th at 4:30 pm.

5. The meeting adjourned at 6:34 P.M.

APPROVED:

_____
Roger Miller, Mayor

ATTEST:

_____
City Clerk, Cecilia Good

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Minutes of Regular Council Meeting March 4th 2019.
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	City Administrator
Date:	03/13/2019

Attachments

Regular Council Meeting Minutes 03-04-19

CITY OF SHERIDAN, WYOMING

MINUTES OF REGULAR COUNCIL MEETING

COUNCIL CHAMBERS **7:00 P.M.** **March 4th, 2019**

1. Mayor Roger Miller called the meeting to order at 7:00 P.M.

2. The Pledge of Allegiance to the Flag was led by Mayor Roger Miller.

3. The invocation was given by Tri Robinson with The Rock Church.

4. The meeting was called to order with a quorum as follows: Mayor Roger Miller presiding with Council President Clinton Beaver, Council Vice President Thayer Shafer, Councilor Jacob Martin, Councilor Aaron Linden and Councilor Patrick Henderson with Councilor Richard Bridger absent. Members of staff present included City Administrator Mark Collins, Police Chief Richard Adriaens, City Clerk Cecilia Good, Community Development Director Brian Craig, Public Works Director Lane Thompson, Fire and Rescue Chief Gary Harnish, Sheridan Travel and Tourism Director Shawn Parker and various other City staff.

5. Councilor Linden moved, seconded by Councilor Shafer, to approve the agenda. Council approved the motion for the agenda: voice vote; unanimous.

6. Public Hearings

There were no Public Hearings.

7. Mayor Roger Miller then read aloud the consent items:

A. Appointment of Erin Kilbride to the Sheridan Economic and Educational Development Authority Board

B. Appointment of William Clouthier to the Fire Civil Service Commission

C. Minutes of Regular Council Meeting February 18th 2019

D. Claims

Claims 03-05-19

Vendor Name	Description	Total
Ace Hardware-Newkirk	hooks, hinges, cable, wrenches, cable ties	79.22
Alexa Haney	Deposit Refund/1411 North Heights Cr.	8.35
AlphaGraphics of Wyoming	Social Media Management - January 2019	1,234.04
Automationdirect.com	rotary burr bit, thermometer	85.00
Axis Forensic Toxicology, Inc	Lab Results 19P000468,19P000871 and 19P000956	960.00
B&B Leasing Company	28 of 48 copier lease - CSC	170.02
Big Horn Tire Inc-Buffalo	Tire Repair-Landfill	496.18
Bighorn Design Studio	logos on winter caps - SR	54.00
Bloedorn Lumber	deck block, power bit, hex screws, shelving	39.01
Brian James Golf Professional LLC	Golf Professional Service April 2019	6,700.00
Brian's Boot & Shoe	Muck Boots - Kennedy- SR	126.00
C & K Equipment	fitting, hose assembly, bobcat angle broom grasshopper	15,495.15
Captain Clean Services, Inc.	Carpet Cleaning	736.96
Carquest Auto Parts	Parts and supplies	1,503.25
CED- Consolidated Electrical Distributers Inc.	cable ties - skijoring fence - SR	16.38
Cedars Health LLC	Occupational Testing	515.28
Charter Machine Company	Plows for belt press	91.60
Chelsey & Michael Henry	Deposit Refund/1812 N Main St.	66.21
Coca-Cola Bottling Company High Country	Pallet of water - Landfill	336.00
Collection Professionals Inc.	CPI Acct #1885-1/1-1/31/19	387.50
Communication Technologies	radio- Unit 4-40- ST	468.86
Confluence Collaborative	Website Maintenance/Fly Sheridan Marketing	751.48

Country Bounty	Christmas Cleanup ads	346.50
Dana Kepner Company	tapping saddle, meter spuds, corp stops	892.22
Daniel Keller	Uniform boot reimbursement	109.64
David Klaphake	Refund/458 Park St.	108.54
Desert Mountain Corporation	2.11 Ice Slicer - 39.16 tons SR	6,071.49
Dog and Cat Shelter	New Boiler and Install for Animal Shelter reimbursement/Dog tags	5,011.79
Dustbusters Inc	2.14- 35.3 tons ice kicker -SR	4,324.25
Ed Hammer Inc	replace rear bumper - Unit 1-30- PD loss of steering	1,419.63
Employ, LLC	Temporary Labor - Recycling	3,044.36
Entech, Inc.	Loucks St Reconstruction Phase II/5th St Sewer Creek/Kendrick Park	12,419.20
Erin Willson	Deposit Refund/623 E Loucks St.	64.15
Farmers Co-op Oil Co.	Fuel	7,696.78
Fastenal Industrial Supplies	Supplies	2,327.90
Fort Bend Services, Inc	polymer	3,335.80
Grainger, Inc.	filters for HVAC	89.38
Harris Computer Systems	Custom report for Solid Waste rate study	800.00
Hawkins Inc	chemicals	2,932.50
InfoSend, Inc.	Billing Statements & Postage - February 2019	4,579.64
International Business Machines Corporation	Yearly server Maintenance	1,147.20
Jack's Truck & Equipment	window regulator Unit 3-17- WC	1,367.61
Jackson Electric, Inc.	Rebuild methane vacuum pump - Landfill	2,115.50
Jill W Chase	SPAC Coordinator Position-February 2019	1,000.00
John Gowen	Per Diem for EMD training in Billings	192.50
Jonathan Bjornstad & Bryanna Sanders	Deposit Refund/814 N Custer St. #103	52.08
Jonathan Snoozy	Wellness Participation Reimbursement	100.00
Kacey Outland	Wellness Participation Reimbursement	50.00
KCR Enterprises LLC	connector cleaner master set - Shop Tools	120.70
Kerek Ford	Podcast post production episode 4	200.00
Kilpatrick Creations Inc.	embroidery service	36.95
Kois Brothers Equipment, Co.	electric motor/punch, tank, lid, gas spring close	4,611.65
L J Wright Ironworks & Design, Inc.	corner bits Unit 3.29 and 3.30- SR	484.50
Lannan's Supply	barricade tape for skijoring/safety parkas for crew	1,610.16
Local Govt Liability Pool	Insurance Claim Deductible	329.90
MAP, LLC	Contractual Services	2,174.63
Matt Misslin	Uniform Boot/tuition Reimbursement	1,765.72
Memorial Hospital of Sheridan County	SANE Exam 19P001010/Occupational Health testing	1,343.00
Mike's Electric Inc	Exterior Lighting work for Kendrick Park Shop	547.36
Napa Auto Parts	Parts and supplies	1,114.79
Nevada Krinkee	Deposit Refund/2078 Bungalow Village Ln.	13.30
Norco, Inc	Supplies	1,011.53
Normont Equipment Co.	barricade boards - Signs	2,309.00
North Park Transportation	20 Boxes Muni Court Docs to Docutek Inc.	402.89
Office Shop Inc	Copy counts 1/25 - 2/24/2019 Engineering/Plotter paper	188.51
One-Call of Wyoming	Tickets for January CDC Code CSH	77.50
Peaks to Plains Design, PC	Master Plan Update for Parks, Rec & Open Space	5,230.75
Philip Willett	Notary certification recording fee/per diem	240.75
Powder River Power Co	Parts for repairs	176.95
ProMec Services	valve, solenoid Unit 3-29- SR	154.26
Railroad Management Company III, LLC	Railroad lease	235.41
Respond First Aid Systems of Wyoming	first aid kit replacements	82.97
Roll 'N' Rite Doors Inc	Repair of east breezeway door	293.35
Sarah McCartney	Deposit Refund/1151 Gladstone St.	7.43
Schlecht Innovations LLC	electrical work for drinking fountain CSC	236.00
SCS Engineers	Solid Waste Rate Study January 2019	5,012.00
Secure Shred	Paper shredding	144.48
Servall Uniform and Linen, Inc	Rugs	275.24
Shaunessey Reeves	parks cleaning services	600.00
Sheridan Commercial Co.	Supplies	653.95

Sheridan County Chamber of Commerce	Christmas Stroll Grant/Chamber luncheon punch card	1,204.00
Sheridan County Public Health	Employee immunizations - Recycling Div.	20.00
Sheridan Econ-O-Wash	laundry services	40.00
Sheridan Motor Inc	outside rear mirror/Oil pressure sensor	552.38
Source Office & Technology	Supplies	917.75
Spencer Kuzara	Deposit Refund/1143 Park Dr.	20.44
Ted's Towing, LLC	Towing vehicle #63 stuck in snow 1.26.19	75.00
Tele-Works, Inc	InHance Annual Subscription 4-1-19 thru 3-31-20	13,221.00
Timothy Bisbee	Deposit Refund/1626 N Gould St.	49.65
Tom Balding Bits & Spurs	Prizes for Winter Rodeo	500.00
Top Office Products Inc	Monthly copy charges/Notary stamps	565.78
Trihydro Corporation	Environmental Monitoring thru 1/26/19	4,125.75
Triple Creek, LLC	4MG Storage Tank Repair Retainage- #4502	6,393.94
Tyler Kocurek	Deposit Refund/1538 North Heights Rd.	54.16
Uline Shipping Supplies	Baggies for button battery recycling - HHW	98.71
Venture Technologies	Upgrade to Admin phone system software and server/PD	23,456.99
Veolia ES Technical Solutions, LLC	Household Hazardous Waste Disposal	14,325.22
Verizon Wireless	Aircards Monthly Charges	578.78
VRM	Repairs to Recycling baler & Landfill Unit 4-84	3,619.40
Wamco Lab Inc.	lab testing	1,700.00
Way Oil Inc	PS diesel additive/Equipment oil	300.74
West Interactive Services Corporation	CivicLive - Professional Milestone #2 - Wireframe	5,050.00
William Rodriguez	Deposit Refund/804 Sumner St.	25.45
Winsupply of Sheridan Wy Co	epoxy mj solid plug	98.57
Wood Group USA, Inc	SCADA programming	3,885.00
WWC Engineering, A Division of	Piezometer Monitor/Reporting for ACOE Phase I/CIP Update	2,476.75
Wyo Ag Services, LLC	Snow Removal	1,400.00
Wyoming Machinery Co	Parts for Repairs	1,349.67
Wyoming Peace Officers Association	WPOA Memberships for 2019	430.00
Zimmer Industries	Deposit Refund/1649 Kroe Ln #B	41.00
Grand Total:		**210,180.91**

Prepaids 02-21-19

Vendor Name	Description	Total
Montana Dakota Utilities	Numerous Electric Bills	6,666.52
Grand Total:		**6,666.52**

Regular Payroll 03-01-19

Vendor Name	Total
497-874-NCPERS Wyoming	320.00
Aflac	1,546.32
Blue Cross Blue Shield of Wyoming	85,196.93
Child Support-Ohio	196.14
CITCO FCU	3,352.63
First Federal Savings Bank	9,717.06
HealthEquity, Inc.	2,575.04
IRS 941	69,861.98
LegalShield	45.85
LOCAL 276, IAFF	800.00
Nationwide	72.12
Optum Bank, Inc.	722.93
Orchard Trust	4,798.96
Police Protective Assoc.	55.00

Security State Bank	208.33
Sunlight Federal Credit Union	1,840.86
Vantage point Transfer Agents 300698	7,257.03
VSP	1,098.93
Workers' Safety &	9,715.19
Wyo Educator's Benefit Trust	1,167.75
Wyoming Retirement System	62,568.73
Wyoming State Disbursement Unit	923.70
Grand Total:	**264,041.48**

Councilor Henderson moved, seconded by Councilor Shafer, for the approval of the consent agenda. Council approved the motion for approval of the consent agenda: voice vote; unanimous.

8. Community Update

A. Mayor Miller and Council recognized the community volunteers for the WYO Winter Rodeo Event. Shawn Parker provided an update to Council on the impact of the event.

B. Executive Director Nancy Drummond provided an update on the North Main Association.

9. Staff Update

A. Public Works Director Lane Thompson and WYDOT Region 4 District Engineer Scott Taylor provided a SUSAC and WYDOT update.

B. Utilities Director Dan Roberts discussed the City of Sheridan's participation in the State Financial Assurance Program for our Landfill, the proposal to implement a Landfill Convenience Center and the consideration of Resolution #4-19 Designating 2019 Free Landfill Days and Trees for Trash & Community Clean-up Day.

Old Business:

10. Public Works Director Lane Thompson delivered a presentation. Councilor Linden moved, seconded by Councilor Shafer, for the Consideration of Resolution #5-19 Adjusting Kendrick Municipal Golf Course Fees. Council approved the motion for approval of the consent agenda: voice vote; five ayes and one nay. Councilor Martin voted nay.

New Business:

There was no New Business to discuss.

11. Council Comments and Requests for Future Agenda Items.

A. Mayor Roger Miller discussed the upcoming WAM Summer Conference.

B. Council President Clinton Beaver discussed the negotiations for the County-Wide Lodging Tax Joint Powers Board. He stated that he will be recusing himself from voting on the issue.

C. Councilor Jacob Martin gave a shout out to Shawn Parker, Hanns Mercer, Lane Thompson and Mark Collins on the success of the skijoring event. He discussed the benefits of the WAM Winter Conference, and also mentioned that the upcoming conference will be held in Sheridan.

D. Councilor Aaron Linden requested a projection of golf course revenue for the next five years.

E. Councilor Patrick Henderson requested an Executive Session on personnel issues next Monday, March 11th.

12. Comments from the public.

A. Ron Patterson invited Council to the annual Home Show. Mr. Patterson also discussed the activities of the Big Horn Homebuilders Association.

B. Mary Auzqui discussed water fluoridation.

C. Audrey Wiggins thanked Council for giving the public the opportunity to voice their opinions on the fluoride issue.

13. Councilor Beaver moved, seconded by Councilor Henderson, to adjourn the meeting at 8:36 P.M. Council approved the motion: voice vote: unanimous.

APPROVED:

_____

Roger Miller, Mayor

ATTEST:

_____

City Clerk, Cecilia Good

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Minutes of Special Council Meeting March 11th 2019
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	City Administrator Mark Collins
Date:	03/13/2019

Attachments

Special Council Meeting Minutes 03-11-19

CITY OF SHERIDAN, WYOMING
MINUTES OF SPECIAL COUNCIL MEETING

COUNCIL CHAMBERS **4:30 P.M.** **March 11th, 2019**

Mayor Roger Miller called the meeting to order at 4:32 P.M.

Council Attendance: Mayor Roger Miller, Council President Clinton Beaver, Vice President Thayer Shafer, Councilor Patrick Henderson, Councilor Aaron Linden and Councilor Richard Bridger and Jacob Martin. Others in Attendance: IAFF President Andy Fried, IAFF Vice President Chad Brutlag, IAFF member Mark Galloway, City Attorney Brendon Kerns, City Administrator Mark Collins, City Clerk Cecilia Good, Human Resources Director Heather Doke, Lt. Travis Koltiska and Fire and Emergency Services Director Gary Harnish.

Mayor Roger Miller walked the attendees through the City of Sheridan's response to IAFF Local #276's initial proposal. Andy Fried discussed the City's response to proposal #3 regarding the vacation accrual for firefighters that have been rehired after being laid off. IAFF Local #276 requested that one of the Firefighters affected by this revision be provided back pay as he was rehired in 2014 and did not receive the increased vacation accrual. Human Resources Director Heather Doke stated that historically back pay has not been provided to individuals that have left employment voluntarily and then rehired for missed vacation accrual, but this situation is different. These two fire department employees have been the only ones rehired after being laid off. Councilman Henderson asked if this precedent would be binding if there were future layoffs. City Attorney Kerns stated that it wouldn't be binding, but it would set a precedent for future cases. Councilman Beaver asked if the language for the vacation accrual would be within the updated contract with IAFF Local #276. City Attorney Kerns stated that the language would be reflected within the contract.

Mayor Miller began discussion of proposal #4. The City addressed the proposal submitted by IAFF Local #276 by proposing a market adjustment and a step adjustment. The adjustments are also proposed to be applied to all City staff. A spreadsheet will be provided later this week to IAFF Local #276.

After a brief break, Andy Fried requested additional time to consider the City's proposal. The next meeting will be held on Monday, March 18th at 6:00 pm.

The meeting adjourned at 5:03 P.M.

APPROVED:

_____
Roger Miller, Mayor

ATTEST:

_____
City Clerk, Cecilia Good

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:	Claims
From:	
To:	Mayor and Council
CC:	
Date:	03/14/2019

Attachments

Claims
Prepaids
Payroll

City of Sheridan

Claims paid on 03/19/19

Sum of Amount		
Vendor Name	Description	Total
ABC Signs & Specialties	name plates for BOA and Planning Commission	115.50
Ace Hardware-Newkirk	Misc. supplies, hardware, totes, tubing, valves	270.48
ACRO, Inc.	City Hall Security Systems Module Troubleshoot	1,893.05
ACT Communications	Telephone and Internet	203.42
Advocacy & Resource Center	3rd Quarter Payment - FY19 One Cent Funding	1,666.00
ALICE Training Institute LLC	Annual Contract for ALICE Training	2,050.00
AlphaGraphics of Wyoming	Road Trip Itineraries Brochures/Social Media-Feb 2019	1,495.50
American Maid	Cleaning February 2019	4,100.00
American Welding & Gas, Inc.	contact tip/cutter replacement	49.51
aRes Travel Inc.	aRes Travel Booking Engine	6,000.00
Arete Design Group	SPD Remodel & CA for Final Comp Cert	130.00
Ashley Garcia	WAM in Cheyenne mileage reimbursement - Ashley	370.24
Axis Forensic Toxicology, Inc	Lab Results - 19P000930	320.00
B&B Leasing Company	Lease payments	431.39
Billings Gazette	Sheridan Winter Rodeo Advertising	1,084.00
Bloedorn Lumber	shelving hardware - sign shop - Signs	110.72
Brian James Golf Professional LLC	Quarterly 2nd Operating Payment Kendrick Golf Course	96,920.16
Brian's Boot & Shoe	work boots -PW director	140.00
Carquest Auto Parts	Parts and Supplies	1,249.73
Cascadia Partners, LLC	code audit expenses	5,387.24
CDG Engineers, Inc.	Sheridan Hillslides Project- Engineering Services	8,495.17
CH Diagnostics and Consulting	Crypto and Giardia Analysis 2/12/2019	535.00
Charter Communications, Inc.	Monthly Fee	14.83
Child Development Center	3rd Quarter Payment - FY19 One Cent Funding	1,666.00
Circle S Sanitation	Empty dumpster at BGWTP 2/14/2019	80.00
Clear Edge Filtration, Inc.	replacement belts for belt press	1,708.85
Compass - Center for Families	3rd Quarter Payment - FY19 One Cent Funding	1,666.00
Comtronix	Alarm Monitoring for City Hall Fire Alarm	105.00
Connie's Glass, Inc.	Adjust paddle on east door and repair panic door r	1,481.00
Cosner Construction Company	building permit refund job was in the county	840.00
Crescent Electric	Switch contact, fittings, wire connectors, ferrule	332.59
Croell Redi-Mix Inc.	Concrete for leak repair- S Main	3,120.00
Current Electric LLC	Big horn booster repair, UM shop heat repair	726.25
Dana Kepner Company	Leak repair clamps/Leopard St Waterline Replacement	3,900.00
Desert Mountain Corporation	32.67 tons ice slicer - SR	5,177.82
D-H Technologies, LLC	Telephone programming	150.00
Discover Mediaworks, Inc	Boondock Nation Television Episode	6,250.00
Dog and Cat Shelter	3rd Quarter Payment - FY19 One Cent Funding	17,750.00
Dowl	Sheridan N End Water & Sewer/Misc Projects	23,695.85
Downtown Sheridan Assoc	3rd Quarter Payment - FY19 One Cent Funding	6,666.00
DPC Industries, Inc.	Demurrage/rental fee- 1 tank chlorine	50.00
Dustbusters Inc	Ice Kicker - 33.8 tons - SR	4,140.50
EMH Pro Cleaning	February Janitorial Services	1,450.00
Employ, LLC	Temporary Labor - Recycling	8,274.31
Employers Council	Employment Posters	39.98
Energy Laboratories, Inc	TOC Analysis 2/11/2019, WO#C19020338	160.00
Enforcement Technology Group Inc.	Direct Link Bridge Series crisis throw phone	23,499.95
Farmers Co-op Oil Co.	Fuel	15,902.77
Fastenal Industrial Supplies	Supplies	2,206.09
Flood Marketing, LLC	Video Recording Services - February 2019	1,500.00
Forward Sheridan, Inc	3rd Quarter Payment - FY19 One Cent Funding	4,443.00
Frog Creek Partners, LLC	Monitoring & Maintenance of Gutter Bins for DEQ Grant	5,013.34
Galls, LLC	Uniform shirts	479.30
Government Finance Officers Association	Renew Member #300170049-Brett L Caiola	190.00
Habitat for Humanity	3rd Quarter Payment - FY19 One Cent Funding	2,223.00
Harris Computer Systems	Advantage11 to 12-Server Install	813.00
Hawkins Inc	Fluoride: 330 gal/vacuum regulators/sodium hexametaphosphate	9,228.82
Heartland Kubota, LLC	bent snow plow repair - Unit 4.27- Weed & Pest	2,277.44
Heather Doke	SHRM Seminar Registration	125.00
Hercules Industries, Inc.	Air Filters for HVAC System for station G. Luhman	1,230.72
Inter-Mountain Laboratories Inc	TTHM/HAA5s, Bacteria's, and E. Coli, Jan/Feb 2019	2,650.00
Jack's Truck & Equipment	window regulator and seat	775.80

Vendor Name	Description	Total
Jeffrey Curtis Campbell	Announcer for Winter Rodeo	175.00
John Deere Financial #1111308145	Supplies	454.24
KCR Enterprises LLC	truck anchor pin bushing drive - shop	88.79
Kerns Law Office, LLC	Legal Services for Feb 2019	15,498.75
Kilpatrick Creations Inc.	Parks adding logos to jackets	742.85
Kinnaird Law Office, PC	Professional Services - Prosecution, Read file, Case Plan	150.00
Knecht Home Center	Rollers for garage door, shipping	61.03
LJS Concrete & Excavating LLC	WDT Reconstruction Project- #4725	78,081.91
Manville Claims-Sheridan	Insurance Adjustor Investigation of Sewer Claim	878.00
MAP, LLC	Contractual Services	2,174.63
Matt Burtis	Reimbursement for Level II WTP Operator Exam	98.00
McGree Insurance Inc.	Insurance for Winter Rodeo Event	719.05
Napa Auto Parts	flasher, fuel station pump filter, coupler, screws	468.00
NENA-National Emergency Number Association	Shassetz 2019 membership dues	142.00
Newman Traffic Signs	Sign for Convenience Center at Landfill	271.10
Norco, Inc	Supplies	315.22
North Main Association	3rd Quarter Payment - FY19 One Cent Funding	11,111.00
Northern Wyoming Community College	SEEDA Administrator Contribution - January 2019	3,173.19
Northern Wyoming Mental Health Center, Inc	3rd Quarter Payment - FY19 One Cent Funding	1,111.00
Office Shop Inc	Canon_IRAC350P Contract Period 2/1-2/28/19	112.00
Office Shop Leasing	Lease payments	277.71
Olson's Pest Technicians	Monthly services at BGWTP and Intake	210.00
Park Reservoir Company	Annual Operating Assessment Re: Park Res Shares	117.25
PayneWest Insurance, Inc.	Safety/Risk Assessment	14,900.00
Plains Tire & Battery	tires unit 3.40/super lug tires	3,382.34
Powder River Heating & Air Conditioning, Inc	Inspected h20 in basement new sump pump	406.54
Powder River Power Co	hose assembly and adapter fittings	478.97
Price Electric	City Hall lighting ballasts and fluorescent replacement	154.72
ProMec Services	12V shur-flo 3.0 gpm pump Unit 3.33- SR	100.27
Qualification Targets Inc.	qualification, hostage, and silhouette targets	730.45
Rebecca Marie Bridger	Miss Wyoming Sponsorship	500.00
Respond First Aid Systems of Wyoming	weed and pest first aid	89.99
Ridgepoint Consulting, LLC	R&O for 2018 Pavement Maintenance #4701	5,340.00
River Oaks Communications Corporation	Wireless cell tower ordinance and franchise fees	3,890.00
Rotational Molding, Inc.	300 gallon trash containers	11,495.00
Russell Industries Inc.	Clearwell #2 sample pump	946.37
Sarah Benavidez	Notary Filing	18.00
Senior Citizens Council	3rd Quarter Payment - FY19 One Cent Funding	20,000.00
Servall Uniform and Linen, Inc	Rug services	483.32
Shaunessey Reeves	Parks cleaning February	600.00
Sheridan Arts Council	One Time Payment - FY19 One Cent Funding	1,333.00
Sheridan Commercial Co.	Supplies	941.75
Sheridan Community Land Trust	3rd Quarter Payment - FY19 One Cent Funding	3,334.00
Sheridan Computers LLC	USB cable, computer mouses (2)	109.93
Sheridan County Chamber of Commerce	3rd Quarter Payment - FY19 One Cent Funding	4,443.00
Sheridan County Historical Society and Museum	3rd Quarter Payment - FY19 One Cent Funding	4,889.00
Sheridan County Juvenile Justice	3rd Quarter Payment - FY19 One Cent Funding	28,889.00
Sheridan County Public Health	3rd Quarter Payment - FY19 One Cent Funding	1,111.00
Sheridan Econ-O-Wash	uniform laundry - Bates - Shop	84.00
Sheridan Health Center	3rd Quarter Payment - FY19 One Cent Funding	889.00
Sheridan Lock & Key	Replace lock on bathroom door	145.50
Sheridan Motor Inc	filters, oil change, battery unit, fog lamp plug	899.90
Sheridan Newspapers Inc	Ads	3,991.20
Sheridan Transportation Taxi	Safe Rides for February	2,559.00
Source Office & Technology	Office supplies	685.14
State of WY - Judicial Systems Automation Acct	Court Automation Fund 02.2019	3,075.00
Swagit Productions, LLC	AgendaQuick Annual Lease/Video recording svcs	7,295.00
Ted's Towing, LLC	Tow of unit 45 on 11/21/18	75.00
The Lamar Companies	Billboards	2,583.00
The WRANGLER Horse and Rodeo News	Wyoming Winter Rodeo Advertising	143.00
Thomas J Klepperich	Municipal Court Judge Billing February 2019	2,340.00
Tire Rama	Tires and repairs	685.68
Top Office Products Inc	Copy charges/desk chair	672.86
Total Comfort Heating &	Heater Install for breezeway	3,277.00
Transaction Warehouse, Inc	Web Payment Transaction Fee, Feb 2019	2,348.10
Trihydro Corporation	WDT Reconstruction Project- #4725	1,785.00
Tyler Gay	Travel reimbursement Billings for test- Tyler Gay	253.12
University of Wyoming Office of Sponsored Program	Incubator Services - 9th payment for six months	40,000.00

Vendor Name	Description	Total
USDA Forest Service	Sewer Easement	147.83
Victim Services	Crime Victims Fund 02.2019	600.00
Visionary Communications	Intake and BGWTP: Internet 3/1-4/1/2019	400.90
Volunteers of America	3rd Quarter Payment - FY19 One Cent Funding	1,111.00
VRM	Replace air dryer filter/parking brake Solenoid Sc	250.00
Water Products, Inc	Water	28.00
Way Oil Inc	Grease for rapid mix machine	82.96
Wells Fargo Bank-CC	Credit card charges for February 2019	48,245.49
Wilson Bros. Construction, Inc.	Sheridan North End Utilities #4754	107,849.22
Winsupply of Sheridan Wy Co.	Parts and Supplies	3,172.08
Wood Group USA, Inc	GIS professional services Jan 2019	2,382.50
Wyo Ag Services, LLC	Snow removal	800.00
Wyoming Department of Transportation	80 pads of P6 Citations	117.79
Wyoming Law Enforcement Academy	Basic training costs Philipp	1,751.00
Wyoming Machinery Co	SOS III - Unit 4.35- 4.39- ST	293.76
Wyoming Water Quality	Annual Membership Renewals for various depts.	450.00
XC2 Software, LLC	Renewal for Maintenance Tech Support-Backflow Software	1,166.00
Zowada Plumbing & Heating Inc	City Hall 2nd floor drinking fountain repair and other repairs New motor for boiler system	429.08
	city hall	830.50
Grand Total		763,912.30

City of Sheridan
Prepaids paid on 02/28/19

Sum of Amount		
Vendor Name	**Description**	Total
Arete Design Group	Weatherby Building CA - #5315	**19,974.75**
Dick Anderson Construction Inc.	Weatherby Building Construction - #5315	**1,161,256.68**
Fred Pryor Seminars	Renew Membership forScarlet for 12 months	**299.00**
Giorgis Properties, LLC	March Rent & Prop Tax Adj- Office Lease- Weatherby	**4,820.48**
Law Office of Rex O. Arney	MOU & Weatherby Lease amendment, tax exemption	**440.00**
Montana Dakota Utilities	Numerous Electric Bills	**394.67**
Northern Wyoming Community College	SEEDA Administrator Contribution - December 2018	**6,443.44**
Pitney Bowes Inc	Postage for January 2019 for City Hall	**1,220.99**
Rocky Mountain Ambulance Service LLC	Ambulance Services for March 2019	**10,000.00**
U.S. Bancorp Government Leasing & Finance	Peterson 4710B Grinder Payment #14	**44,992.32**
Grand Total		**1,249,842.33**

City of Sheridan
Prepaids paid on 03/07/19

Sum of Amount		
Vendor Name	**Description**	Total
CenturyLink Communications, LLC	SCADA Lines and Extensions	**1,285.57**
Darla McCloy/Charles Martineau	Cash drawer for Convenience Center at Landfill	**100.00**
Law Office of Rex O. Arney	Board Meeting, review Vacutech &Easement Documents	**740.00**
Montana Dakota Utilities	Pump stations, UM shop/numerous electric bills	**46,469.43**
Rex Erickson	pay back insurance taken out of June 2018 checks	**374.60**
Sheridan Newspapers Inc	Request for Qualifications ad - Kennon Project	**213.60**
State of Wyoming	Loan CWSRF-135 Payment #5	**211,456.80**
Todd Watkins or Brett Caiola	Petty Cash Reimbursement 12.28.18 to 02.28.19	**289.89**
Grand Total		**260,929.89**

City of Sheridan
Regular Payroll paid on 03/15/19

Sum of Amount		
Vendor Name	Description	Total
497-874-NCPERS Wyoming	Regular Payroll 03.15.19	320.00
Aflac	Regular Payroll 03.15.19	1,198.56
Blue Cross Blue Shield of Wyoming	Regular Payroll 03.15.19	72,334.89
Child Support-Ohio	Regular Payroll 03.15.19	196.14
CITCO FCU	Regular Payroll 03.15.19	3,352.63
First Federal Savings Bank	Regular Payroll 03.15.19	14,769.14
HealthEquity, Inc.	Regular Payroll 03.15.19	2,575.04
IRS 941	Regular Payroll 03.15.19	79,569.75
LOCAL 276, IAFF	Regular Payroll 03.15.19	800.00
Nationwide	Regular Payroll 03.15.19	72.12
Optum Bank, Inc.	Regular Payroll 03.15.19	722.93
Orchard Trust	Regular Payroll 03.15.19	4,798.96
Security State Bank	Regular Payroll 03.15.19	156.25
Sunlight Federal Credit Union	Regular Payroll 03.15.19	1,840.86
Vantagepoint Transfer Agents 300698	Regular Payroll 03.15.19	7,184.18
VSP	Regular Payroll 03.15.19	1,088.35
Workers' Safety &	Regular Payroll 03.15.19	10,675.23
Wyoming Retirement System	Regular Payroll 03.15.19	63,647.45
Wyoming State Disbursement Unit	Regular Payroll 03.15.19	681.45
Grand Total		265,983.93

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 Lease-Option Acquisition of a Landfill Compactor - Utilities Director Dan Roberts
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 planned payment is presently $118,000 per year.

The Tana E380 has a purchase price of $825,464.46. City staff was able to solicit government lease proposals from local lending institutions for this piece of equipment. Bank of the West provided the City with the most favorable lease terms consisting of a 3.69% interest rate over a 7 year lease with a balloon payment at the end. This provided the lease option with the lowest annual payment.

Staff is presently working with Bank of the West to formalize a Government Lease Agreement that will be presented to City Council for consideration at their April 1, 2019 meeting.

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: Participation in State Financial Assurance Program for our Landfill - Utilities Director Dan Roberts
From: Dan Roberts, Utilities Director
To: Mayor and Council
CC:
Date: 02/28/2019

Recommendation:

Staff recommends that City Council approve and authorize the Mayor to sign a Financial Assurance (FA) calculation form thereby agreeing to the calculated annual contributions the City will make into the State of Wyoming's FA program for our landfill facility.

Background:

Landfill facilities are required to meet the financial assurance requirements of federal law described in the Resource Conservation and Recovery Act (RCRA), P.L. 94-580, designed to cover closure, post-closure and remediation costs should the owner/operator of a landfill fail to meet their responsibilities.

To ensure compliance with federal law, WY Stat § 35-11-504 establishes bonding or financial assurance requirements for solid waste management facilities in Wyoming to assure they have adequate sources of funds to cover their closure and post-closure costs. Further, WY Stat § 35-11-515 directs the State of Wyoming to establish a State Guarantee Trust Account (SGTA) as a financial assurance mechanism to assist Wyoming landfills in meeting the federal requirements for financial assurance.

Options available to the City to comply with federal law toward providing financial assurance include any combination of the following:

- cash
- a federally insured certificate of deposit (Bank CD)
- government-backed securities such as savings bonds, or collateral mortgage obligation (CMO) bonds issued by Fannie Mae or Freddie Mac, and other securities which are supported by the full faith and credit of the U.S. government
- a letter of credit from an approved issuing bank that is irrevocable during the annual bonding period
- a self bond - a bond provided by the operator based upon the financial solvency of the operator, parent corporation, or federal agency (bond cannot exceed 25% of net worth)
- a surety bond - a bond issued by a surety company guaranteeing payment or performance
- state guarantee trust account (SGTA)

The City utilizes cash and the SGTA to comply with federal law for landfill financial assurance. We have participated in the State's financial assurance program by making contributions into the SGTA since it was first established in 1997.

The City has a dedicated closure/post-closure fund for the landfill which currently has $1,347,399 earmarked for

closure and post-closure costs. Additionally, the County has placed in reserve $360,000 for post-closure care of the City's landfill for a total of $1,707,000. It is estimated currently, that the total cost of closing the current cells and providing post-closure care for the landfill is approximately $5,050,589.46.

The Solid Waste Enterprise fund currently contributes $74,000 annually into to the closure/post -closure fund. To maintain required fund balances to help fund future costs, we anticipate increasing this contribution to $250,000 annually beginning in 2020.

Under the SGTA, each participating facility must pay annually into the account a premium the sum of which will equal no less than 3% of the sum of the closure and post-closure cost estimates.

The attached Financial Assurance Calculation form has been developed by the WDEQ Solid and Hazardous Waste Division for the purpose of establishing the City's required annual payments into the SGTA. This form essentially establishes a new annual payment for the City based on new calculation criteria established by WDEQ. The calculated payment is $809.92 and will increase by 5% annually until 100% of the calculated annual payment of $16,198.34 is reached (in 20 years).

This form presented to City Council for consideration, requires the City's acknowledgement and approval through the signature of the Mayor. Upon approval and signature, it would then be returned to WDEQ where the City will be invoiced annually for payments to SGTA.

Attachments

Appendix B - Financial Assurance Calculations

Appendix B - Financial Assurance Calculations

Facility:	Sheridan #2	SHWD #:	10.526	Date:	9/24/18

Closure Cost Calculations

ACTIVITY	UNIT	COST/UNIT	# of UNITS	COST ($)	LINE
Reclaim Disturbed Areas	Acre	$100,000	38.00	$3,800,000	1
Demolish Buildings	Ft^2	$11	5,828	$64,108	2
Install Groundwater Wells	Well	$10,000	0	$0	3
Install Methane Wells	Well	$4,000	0	$0	4
Manage Stored Wastes	Yds^3	$50	3,000	$150,000	5
Install Perimeter Fence	Linear Foot	$2	0	$0	6
Conduct Final Site Survey	Acre	$1,300	38.00	$49,400	7
Construct Surface Water Structures	Linear Foot	$10	0	$0	8
SUB-TOTAL Closure Costs				$4,063,508.00	9
15% Contingency Amount				$609,526.20	10
TOTAL Closure Costs				$4,673,034.20	11
Funds Dedicated/Earmarked for Closure (Subtract)				$1,347,399.34	12
Remaining Amount Required for Closure				$3,325,634.86	13
FA SUB-TOTAL - Closure Costs (Line 13 x 3%)				**$99,769.05**	14

Post-Closure Cost Calculations

ACTIVITY	UNIT	COST/UNIT	# of UNITS	COST ($)	LINE
Conduct Annual Inspections (30 years)	Facility	$45,000	1	$45,000	15
Conduct Type I Groundwater Monitoring (30 years)	Well	$74,000	17	$1,258,000	16
Conduct Methane Monitoring (30 years)	Well	$15,000	15	$225,000	17
Maintain Perimeter Fence (30 years)	Linear Foot	$22	10,189	$224,158	18
Remove Perimeter Fence	Linear Foot	$4	10,189	$40,756	19
Maintain Surface Water Structures (30 years)	Linear Foot	$2	10,045	$20,090	20
SUB-TOTAL Post-Closure Costs				$1,813,004.00	21
15% Contingency Amount				$271,950.60	22
TOTAL Post-Closure Costs				$2,084,954.60	23
Funds Dedicated/Earmarked for Post-Closure (Subtract)				$360,000.00	24
Remaining Amount Required for Post-Closure				$1,724,954.60	25
FA TOTAL - Post-Closure Costs (Line 25 x 3%)				**$51,748.64**	26

Annual Closure Cost FA Payment Calculation		LINE
FA SUB-TOTAL - Closure Costs (Line 14)	$99,769.05	27
Total of Previous FA Closure Contributions (Subtract)	$12,076.07	28
FA TOTAL - Closure Costs	$87,692.98	29
Remaining Lifespan of Facility (in years)	7	30
Annual FA Closure Payment	**$12,527.57**	31

Annual Post-Closure Cost FA Payment Calculation		LINE
FA SUB-TOTAL - Post-Closure Costs (Line 26)	$51,748.64	32
Total of Previous Post-Closure FA Contributions (Subtract)	$26,053.23	33
FA TOTAL - Post-Closure Costs	$25,695.41	34
Remaining Lifespan of Facility (in years)	7	35
Annual FA Post-Closure Payment	**$3,670.77**	36

Total Annual FA Payment - Closure & Post-Closure (x 5%)*	**$809.92**	37

*Note: FA payments will increase 5%/year until 100% of calculated annual payment is reached (20 years).

I certify, under penalty of perjury, that the information presented is correct to the best of my knowledge and understand that this certification is subject to audit.

Signature_____

Date_____

Title_____

The above attestation shall be signed by the head of the governmental entity or ranking elected official.

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 #04-19 Designating 2019 Free Landfill Days and Trees for Trash & Community Clean-up Day - Utilities Director Dan Roberts
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	
Date:	02/28/2019

Recommendation:

Staff recommends that the Mayor and City Council adopt Resolution 04-19 which designates the 2019 dates for "Free Landfill Days" and the community's annual "Trees for Trash & Community Clean-up" events.

Background:

In years past, the City of Sheridan (City) has promoted and supported spring and fall community clean up events. This has been done by allowing free landfill disposal to residents during our annual community sponsored "Trees for Trash and Community Clean-up" event, and designated spring and fall "Free Landfill Days" events. The intent behind these events is to give our community members within the City of Sheridan and Sheridan County an opportunity to clean and beautify their surroundings without having to incur the cost of waste disposal. Community participation due to these events has been consistently excellent in past years.

The designated days for these events, established in Resolution 04-19, have been carefully identified and planned by City Staff in conjunction with event sponsors.

As the title sponsor, Sheridan Media has submitted a letter (attached) requesting the "Trees for Trash" event to occur on May 4, 2019. Sheridan Media is supportive of the "Trees for Trash" event being combined and coordinated with a "Community Clean-up" event similar to what was successfully organized and held in 2017 and 2018. City staff will plan and coordinate the "Community Clean-up" event, a big part of which will be soliciting volunteer groups to adopt public areas within our community to clean-up through trash collection and disposal.

The spring and fall "Free Landfill Days" will be held on May 11th and October 26th respectively. Sheridan County (County) has joined with the City and has been a financial sponsor in the past by paying for all, or a portion of the landfill disposal costs generated by county residents during these events. The County will be given an opportunity to be a sponsor again this year.

The proposed "Free Landfill Days" and the community's annual "Trees for Trash & Community Clean-up" are community minded events aimed at promoting and supporting clean-up of our community. These events are intended to support all residents of the City of Sheridan and Sheridan County in those efforts.

Attachments

Sheridan Media Letter

Sheridan Media

NewsTalk KROE 930AM | 103.9FM
SPORTS TALK 87.7 FM ESPN ((RADIO))
smart talk 106.3
95.9 THE EDGE
Magic 102.3 Todays Hit's & Yesterday's Favorites
CLASSIC COUNTRY KWYO 1410 AM 106.9 FM
The Country Bounty Serving Sheridan and Johnson Counties
93.7 COYOTE COUNTRY
Z94 FM WYOMING'S CLASSIC ROCK
Oldies 105.9
Q104.9 TODAY'S HIT MUSIC
SHERIDANWYOMING.COM
SHERIDANMEDIA.COM

Sheridan City Council
55 East Grinnell
Sheridan, WY 82801

January 11, 2019

Dear Mayor & Council,

On behalf of Sheridan Media, all our sponsor partners and the citizens of the City of Sheridan and Sheridan County, we would like to thank you again for your past support of the Trees for Trash program. For several years this county-wide community clean-up program has been very well received and successful.

The time is rapidly approaching to clean up and green up our with Trees for Trash once again this spring. In order to coordinate with the City's free landfill weekend dates, we respectfully request free use of the landfill this year on Saturday, May 4th, from 8:30am to 2pm, for all Sheridan County residents.

Together, we can all help keep our communities beautiful places to live.

Sincerely,

Jim Schellinger
Sheridan Media

RESOLUTION 04-19

A RESOLUTION establishing the free, temporary use of the Sheridan Solid Waste Disposal Facility (SSWDF).

WHEREAS, the Sheridan City Council encourages citizens to participate in cleaning up the Sheridan area; and

WHEREAS, the Sheridan City Council is pleased to offer free temporary use of the Sheridan Solid Waste Disposal Facility to residents within the City of Sheridan and Sheridan County.

NOW, THEREFORE, BE IT RESOLVED the Sheridan City Council hereby designates "Free Landfill Days" and the annual "Trees for Trash & Community Clean-up" events to be held at the Sheridan Solid Waste Disposal Facility during normal hours of operation on the following dates in 2019:

Trees for Trash & Community Clean-up: Saturday May 4, 2019

Free Landfill Day (Spring): Saturday, May 11, 2019

Free Landfill Day (Fall): Saturday, October 26, 2019

under the following conditions prescribed below:

a) Loads shall have a net weight of less than or equal to one (1) ton.
b) Loads shall be non-commercial waste and generated by residential customers.
c) Loads shall be separated into categories of household garbage, green waste, construction & demolition, metal and other recyclable materials and shall be unloaded at the landfill in appropriate disposal areas as directed by landfill staff.
d) All customers shall cross the landfill scales and a fee waiver transaction completed.
e) Proof of residency may be required at the landfill at the time of the fee waiver transaction. This shall consist of a driver's license or utility bill with the name of the individual and current county address.
f) Dead animals shall be limited to two (2) per load.
g) City of Sheridan Landfill requires that all waste delivered to the SSWDF will be secured, covered, or in a closed container. Materials delivered which are not secured, covered, or in a closed container will be assessed the following surcharge per load:
    $10.71 for cars and pickups
    $53.04 for all other vehicles (including trailers)

Fee Waivers listed above shall not include:
(a) Refrigeration units that have not been decommissioned by a certified technician
(b) Lead-acid batteries
(c) Tires

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

CITY OF SHERIDAN

_____
Roger Miller, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

CITY OF SHERIDAN, WYOMING

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

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
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.

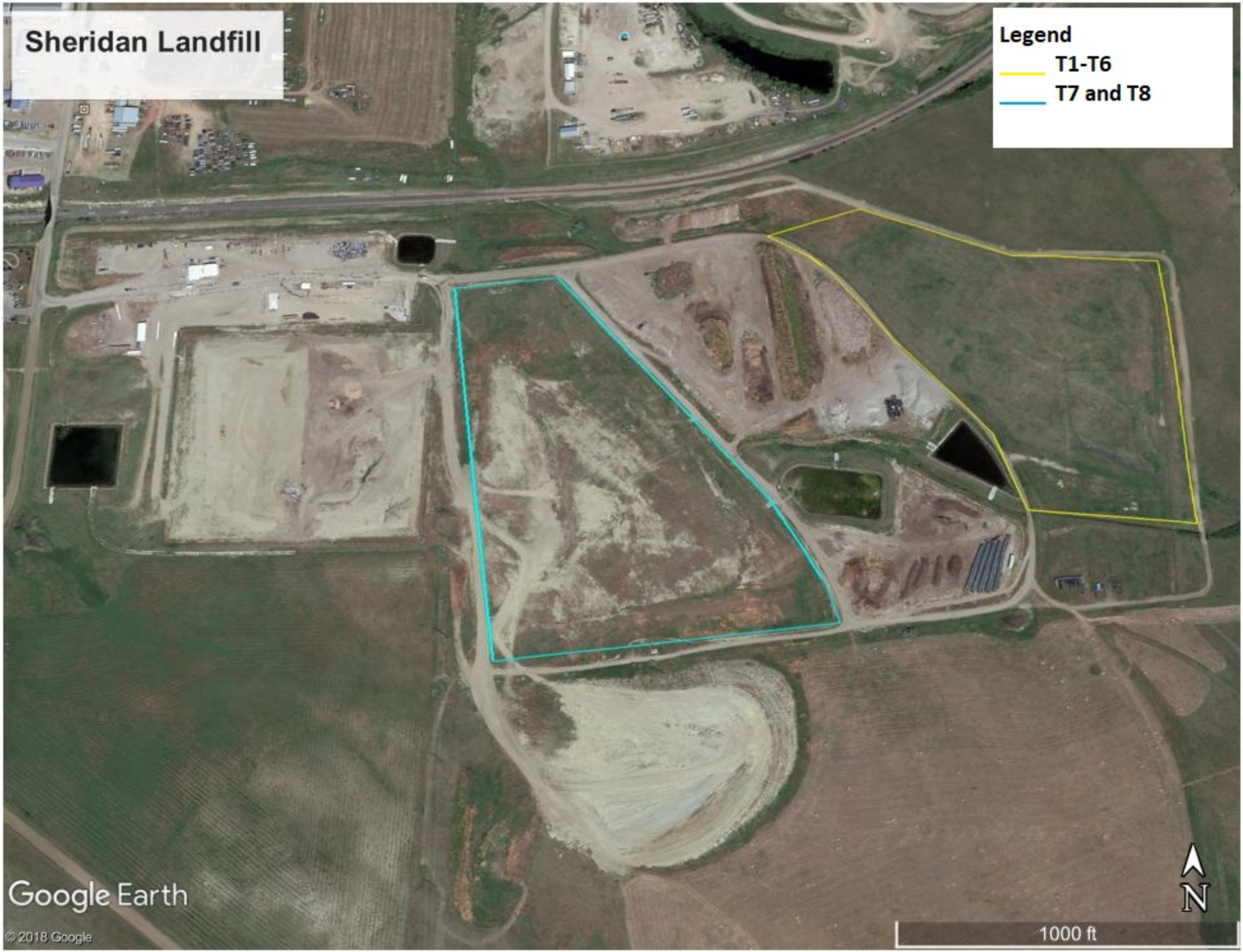
BE IT FURTHER RESOLVED, that Lane Thompson, Public Works Director, is hereby designated as the authorized representative of the City of Sheridan, to act on behalf of the Governing Body on all matters relating to this application.

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 Resolution #13-19 Approving the Sheridan Community Land Trust License Agreement for Soldier Ridge Trail Extension Project - Utilities Director Dan Roberts
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

Resolution #13-19

Attachment A

Attachment B

Attachment C

License Agreement

Exhibit A - License Agreement

Exhibit B - License Agreement

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;

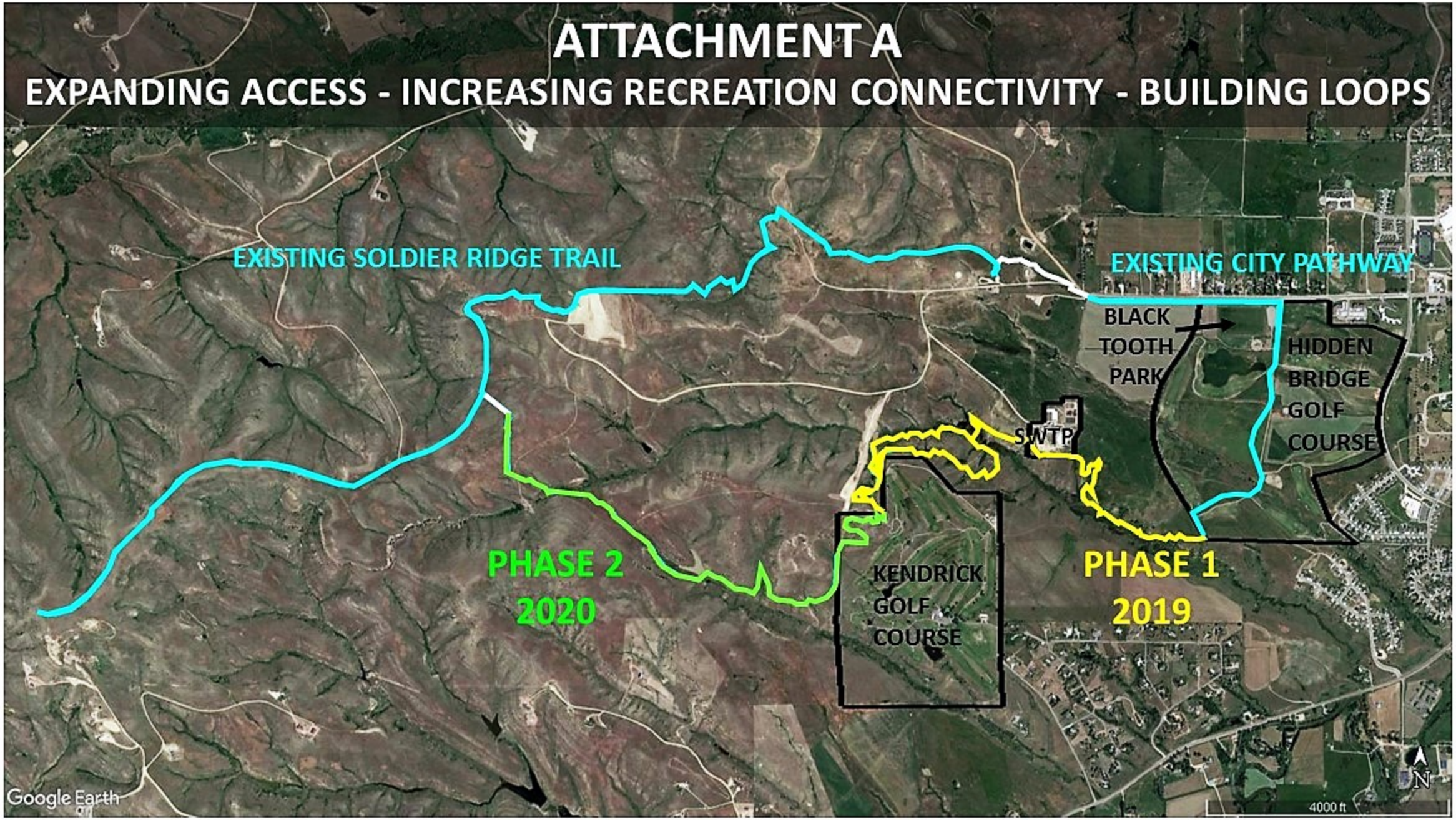
THEREFORE, the City of Sheridan City Council hereby authorizes the Mayor to enter into the License Agreement as written and cause a memorandum to be filed in the Sheridan County Clerk's Office.

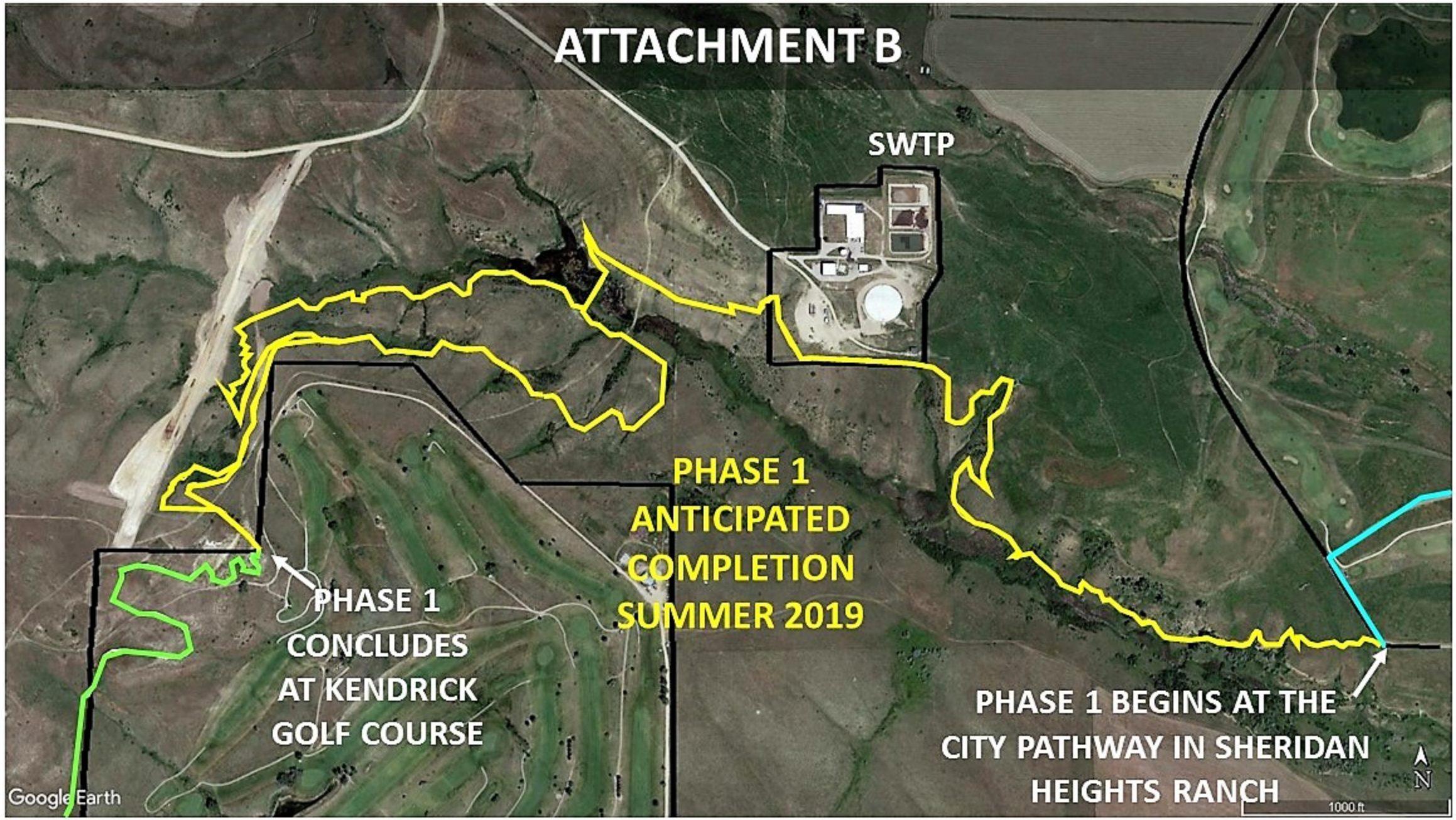
PASSED, APPROVED and ADOPTED this _____ day of _____, 2019.

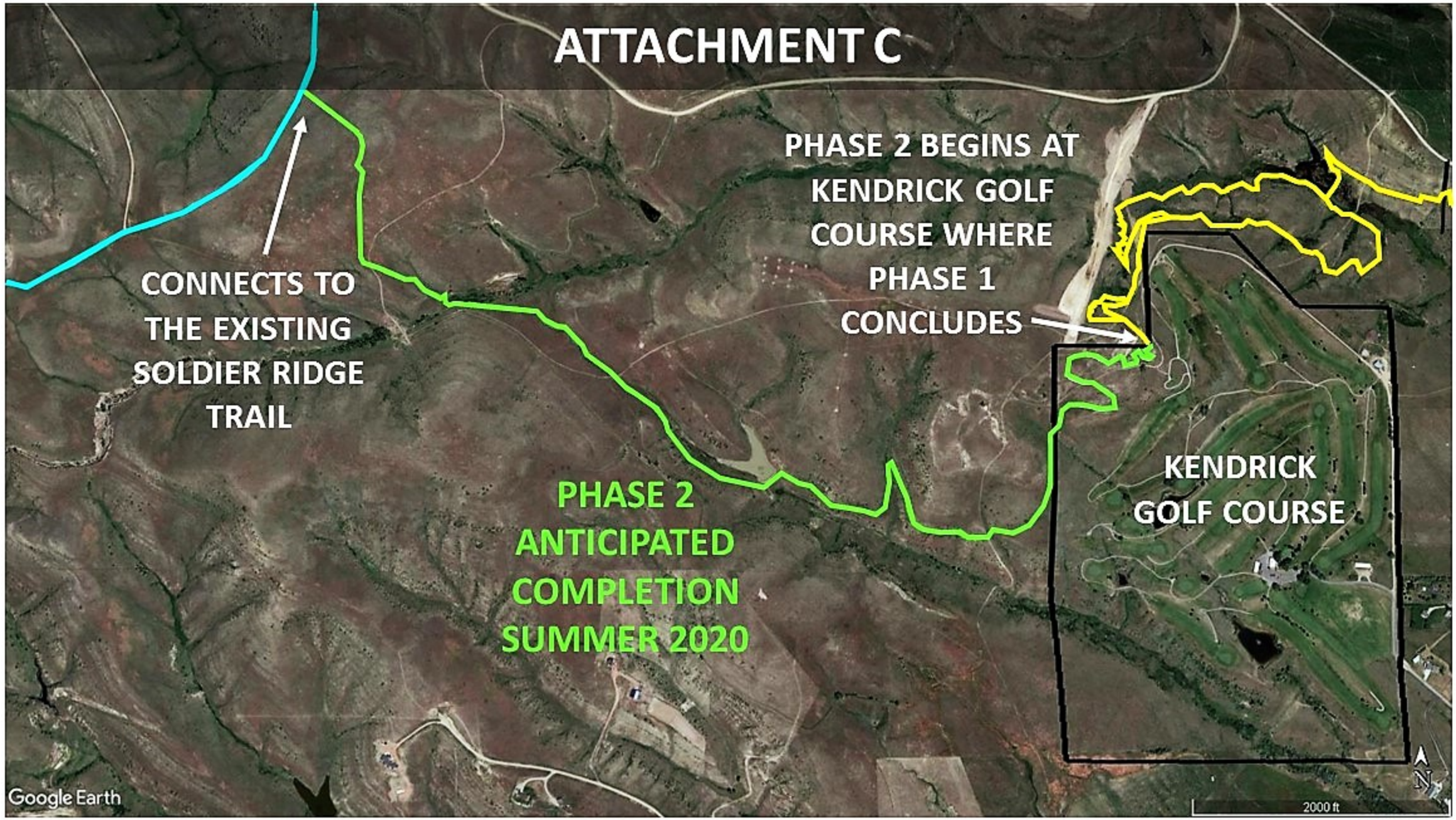
_____
Roger Miller, Mayor

ATTEST:

_____
Cecilia Good, City Clerk


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

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 13th day of MARCH, 2019.

Michael J. Evers
Licensee

STATE OF)
) ss.
COUNTY OF)

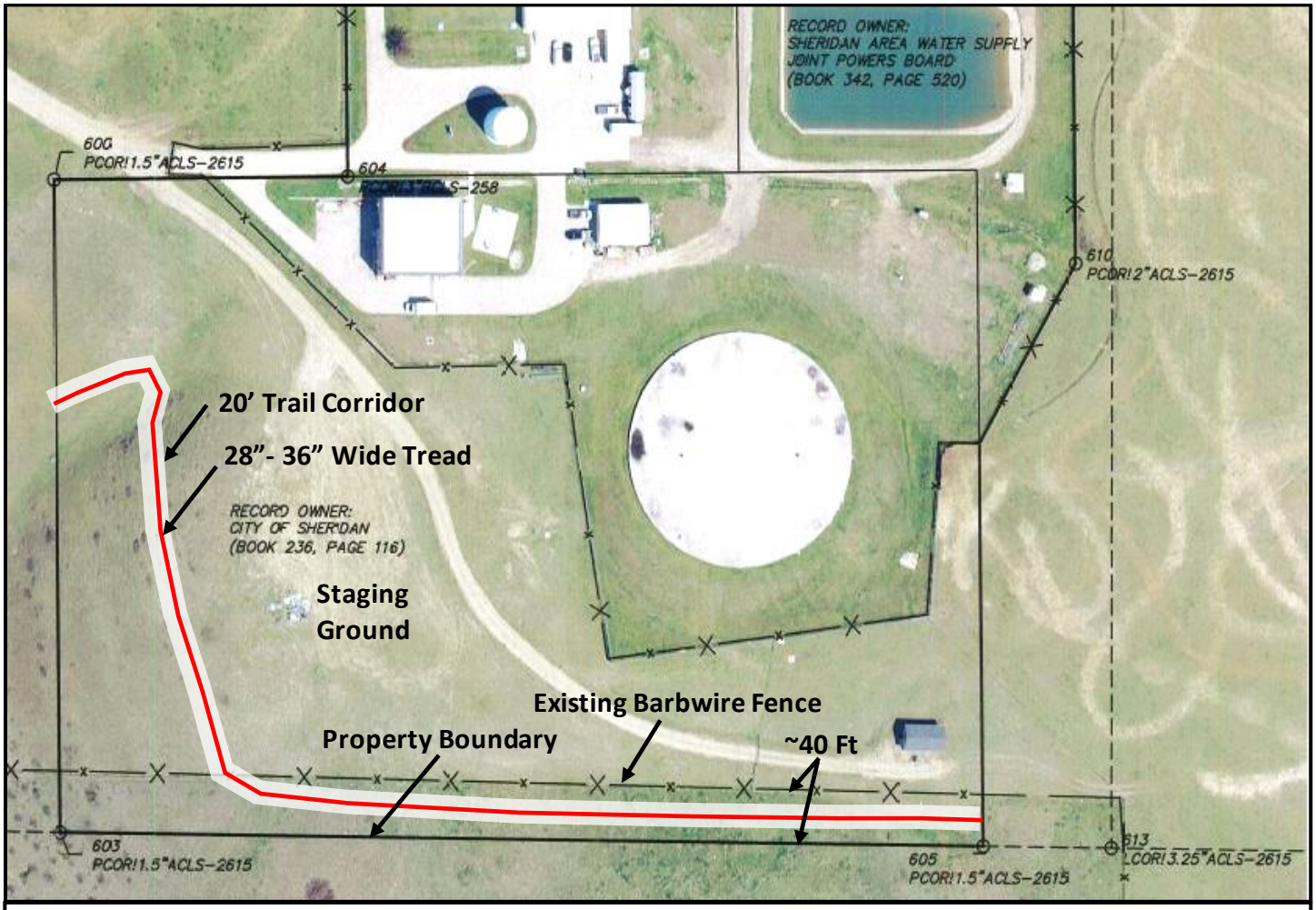
The foregoing instrument was subscribed and sworn to before me Jody K. Herman this 13th day of March, 2019.

Witness my hand and official seal.

JODY K. HERMAN - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
MY COMMISSION EXPIRES JULY 19, 2022

Jody K. Herma
Notary Public
My Commission Expires:

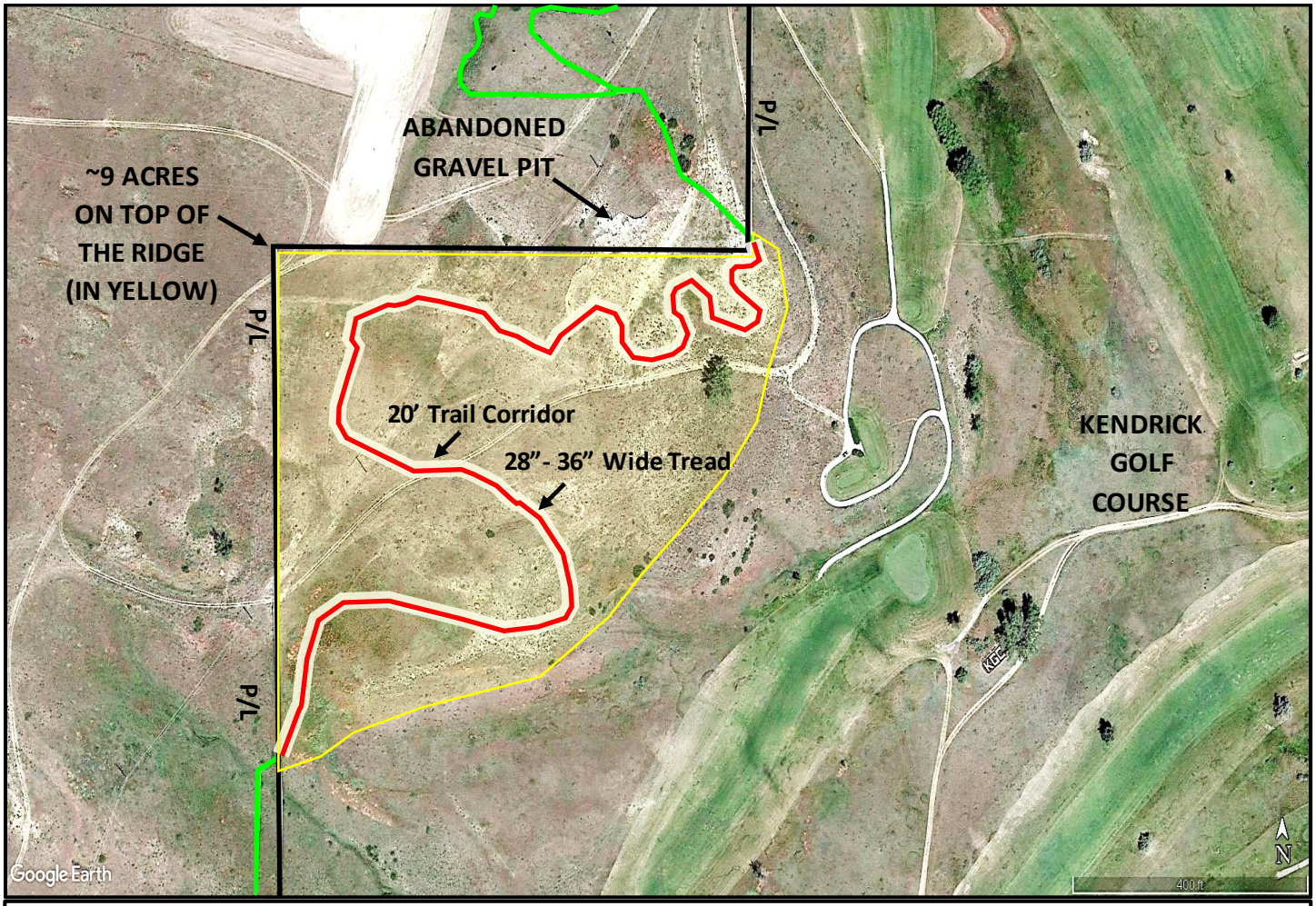
_____
Approved as to form
City Attorney



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

Public Works

MEMORANDUM

Project Name:	Consideration of Municipal Street Lighting Agreement with MDU - Public Works Director Lane Thompson and MDU Electric Superintendent Jim Sorenson
From:	Lane Thompson, Public Works Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	02/07/2019

Recommendation:

Staff recommends Mayor and City Council approve the attached addendum to the 1999 "Municipal Street Lighting and Equipment Rental Agreement".

Background:

The current agreement with the City of Sheridan and Montana Dakota Utilities (MDU) was signed on April 15th, 1999. This agreement covers the rental, maintenance, and fees for the Functional Streetlights in the City of Sheridan. There are currently 936 Streetlights in the City of Sheridan that are owned by MDU.

MDU is undertaking the replacement of the mercury vapor and sodium vapor streetlights to a LED streetlight. The monthly rental price will be increased from $9,669.80 to $11,027.20. The monthly electric charge will be reduced from $6,489.74 to $2,665.01. The two combined charges will net the City of Sheridan an annual savings of $29,609.

Attachments

LED Amendment Letter

Municipal Street Lighting Agreement

AMENDMENT OF MUNICIPAL STREET LIGHTING AND EQUIPMENT RENTAL AGREEMENT

Montana-Dakota Utilities Co., a division of MDU Resources Group, Inc., a Delaware corporation (**"Company"**) and the city of City of Sheridan, Wyoming, a municipal corporation (**"Municipality"**), (collectively, the **"Parties"**) are parties to that certain Municipal Street Lighting And Equipment Rental Agreement dated April 15, 1999 (the **"Agreement"**).

Company desires to replace light fixtures in the various street lights owned by Company in the Municipality with LED fixtures (the **"Replacement Project"**) and anticipates filing a proposed tariff with the Wyoming Public Service Commission (**"PSC"**) to establish street light rental rates for street lights owned by Company in Wyoming (the **"Tariff Rates"**). Due to the Replacement Project the Parties desire to amend the Agreement as described in this letter agreement (the **"Amendment"**).

In consideration of the above recitals and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

2. The Municipality agrees to pay Company the following monthly rental rate for each street lighting facility owned by Company in the Municipality:

a. LED + Overhead Conductor	$5.40
b. LED + Underground Conductor	$7.10
c. LED + Overhead Conductor + Street Light Pole	$10.50
d. LED + Underground Conductor + Street Light Pole	$12.20
e. Wood Lift Pole	$7.00

3. This Amendment shall be effective upon Company's completion of the Replacement Project and Company shall notify Municipality upon the completion thereof.

4. Should PSC approve Tariff Rates, the terms modified by this Amendment and the Municipal Street Lighting and Equipment Rental Agreement dated April 15, 1999 shall automatically terminate. The Parties' respective obligations regarding the various street lights owned by Company in the Municipality shall be negotiated in good faith and memorialized by a new agreement.

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain unchanged. To acknowledge your agreement to the foregoing, please sign in the space provided below and return a fully executed copy of this Amendment to the undersigned.

Respectfully,

Montana-Dakota Utilities Co.
a division of MDU Resources Group, Inc.

By:_____
Name:
Title:

Acknowledged and agreed to this ___ day of _____, 2019.

City of Sheridan

By:_____
Name:
Title:

21901(3-68)
(Rev. 11/90)

MUNICIPAL STREET LIGHTING AND EQUIPMENT RENTAL AGREEMENT

THIS AGREEMENT, made and entered into in triplicate this 15th day of April, 19 99, by and between MONTANA-DAKOTA UTILITIES CO., a Division of MDU RESOURCES GROUP, INC., a corporation, 400 North Fourth Street, Bismarck, North Dakota 58501, hereinafter referred to as "COMPANY" and City of Sheridan, Wyoming, hereinafter referred to as "MUNICIPALITY."

WITNESSETH: WHEREAS, the MUNICIPALITY wishes to secure and maintain street lights without investing its money in the facilities and wishes to purchase electric energy for street lighting and the COMPANY is willing to construct, operate, maintain and lease street lighting facilities to said MUNICIPALITY on a monthly rental basis and sell electric energy to the MUNICIPALITY for street lighting.

NOW THEREFORE, in consideration of the mutual promises and convenants herein stipulated to be kept and performed by the respective parties to this agreement, it is mutually understood and agreed as follows:

1. The MUNICIPALITY has designated on the **ATTACHED PLAT MARKED EXHIBIT "A"** the locations at which it desires street lighting facilities and the type of facility it desires at each location. The COMPANY agrees to construct, operate, maintain and lease to said MUNICIPALITY the facilities designated on said Exhibit. The COMPANY's obligation to maintain said facilities includes periodic changing of lamps, cleaning of fixtures and changing of lamps when notified by the MUNICIPALITY.

In cases of vandalism, the MUNICIPALITY agrees to pay for the cost of changing the lamps and repairing or replacing the fixtures, provided such damage and destruction is caused by malicious mischief by a third party or willful negligence by employees of the MUNICIPALITY.

The MUNICIPALITY may request the installation of additional street lights under the terms of the agreement or through a new agreement if the COMPANY agrees to the terms and conditions proposed.

2. The MUNICIPALITY agrees to pay the COMPANY the monthly rental for the facilities set forth **on Exhibit "A" attached hereto**, which is hereby incorporated herein and made a part hereof.

Whenever existing street lighting facilities, as noted on the plat marked Exhibit "A", are replaced by reason of deterioration, rental rates in effect at the time of replacement will apply to facilities replaced.

If the MUNICIPALITY requests removal of street lighting facilities already in place as shown on the plat marked Exhibit "A", and prior to termination of this Agreement, the COMPANY may charge labor and equipment costs for removal of existing street lighting facilities. At the request of the MUNICIPALITY to reinstall street lighting facilities previously removed at MUNICIPALITY request, the reinstalled street lighting facilities will be charged at the rental rate in effect at the time of reinstallation.

3. During the term of this agreement, the MUNICIPALITY shall purchase electric energy from the COMPANY for the operation of the street lighting system and the COMPANY shall deliver to the MUNICIPALITY all electric energy which is required by the MUNICIPALITY for such purpose. For all electric energy delivered by the COMPANY for such purposes, the MUNICIPALITY shall pay to the COMPANY in accordance with the **RATE SCHEDULE ATTACHED HERETO**, as may be amended or changed from time to time by the Public Service Commission or similar regulatory body of the state wherein the MUNICIPALITY is located and the law dealing with the change of rates. COMPANY shall have the right to revise the rate charged hereunder by making a unilateral filing with the appropriate regulatory agency.

4. The COMPANY will render monthly bills to the MUNICIPALITY for the rental of the street lighting facilities and the electric energy utilized during the previous month, and the MUNICIPALITY shall pay such monthly bills by the due date shown on the bills.

5. This agreement shall be effective as of the date of this instrument and shall remain in full force and effect for a period of ten (10) years from said date, and thereafter from year to year until terminated by either party upon written notice to the other given at least ninety (90) days prior to the next ensuing contract anniversary date.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in triplicate in their respective names as of the day and year first above written.

The City Of Sherdian, Wyoming

By: _____
Mayor

(Municipal Seal)

Attest: _____
Auditor/Clerk

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

By: _____
~~President and Chief Executive Officer~~
Vice President - Operations

(Corporate Seal)

Attest: _____
Secretary

MONTANA-DAKOTA
UTILITIES CO.
A Division of MDU Resources Group, Inc
400 North Fourth Street
Bismarck, ND 58501

STATE OF WYOMING
ELECTRIC RATE SCHEDULE

W.P.S.C. Tariff No. 4
3rd Revised Sheet No. 50
Cancelling 2nd Revised Sheet No. 50

MUNICIPAL LIGHTING SERVICE Rate 41

AVAILABILITY:

Company-owned and municipally-owned street lighting systems in Sheridan, Dayton and Ranchester, Wyoming for street lighting purposes including streets, alleys and other public grounds.

RATE:

Energy Charge:

6.943¢ per Kwh for all energy used

MINIMUM BILL:

As specified in contract.

PAYMENT:

Bills will be considered past due if not paid by the due date shown on the bill. Past due bills are subject to a late payment charge in accordance with the provisions of Rate 100 or any amendments or alterations thereto.

GENERAL TERMS AND CONDITIONS:

1. When service is not metered, the bill shall be computed on an annual basis, utilizing the minimum service requirement of 4,000 hours annually, and one-twelfth shall be payable each month.

2. In Company-owned street lighting systems, a monthly rental charge shall be rendered in addition to the energy charge. The customer should consult with the Company for such costs.

3. In Company-owned street lighting systems, the Company will maintain the facilities and change the light bulbs when notified by the municipality that they are burned out except when the facilities are damaged or destroyed by vandalism, malicious mischief by third parties, or willful negligence on the part of employees of the municipality. In case of vandalism, malicious mischief, or willful negligence, the Company will charge the municipality for the cost of repair and replacement.

   The Company will convert mercury vapor light units to high pressure sodium upon failure of existing mercury vapor units.

Date Filed: November 27, 1998
Effective Date: With service rendered on or after January 1, 1999
Docket No. 20004-EP-98-40
Issued By: C. Wayne Fox, Vice President - Regulatory Affairs & General Services

MUNICIPAL LIGHTING SERVICE Rate 41

GENERAL TERMS AND CONDITIONS: (Cont.)

4. In municipally-owned street lighting systems, an additional charge will be made to cover lamp replacements, materials and labor whenever such services are supplied by the Company.

5. Service will be provided all night every night in the year with a minimum service requirement of 4,000 hours annually, and must be covered by written contract.

6. The foregoing schedule is subject to Rates 100, 104, 111 and any amendments or alterations thereto or additional rules and regulations promulgated by the Company under the laws of the state.

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 Approving the Purchasing and Procurement Policy - City Treasurer Karen Burtis
From:	Karen Burtis, City Treasurer
To:	Mayor and Council
CC:	
Date:	03/18/2019

Recommendation:

Staff recommends that the Mayor and Council approve Resolution #16-19 Approving the 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

Types of Procurement

	Micro-Purchase	Small Purchase 1	Small Purchase 2	Sealed Bids	Competitive Proposals	Non-Competitive Proposals
Limit	< $3,500	$3,500 - $10,000	$10,000 - $35,000	> $35,000	> $35,000	No limit
Purchase Type	supplies services	supplies equipment services	supplies equipment services	construction vehicles equipment	professional services maintenance leases	construction professional services equipment leases
Competition	none	3 verbal quotes	3 written quotes	sealed bids	RFP/RFQ	none
1st Approval	Division Head	Division Head	Division Head	Division Head	Selection Committee	Chief Procurement Officer
2nd Approval	none	Department Head	Department Head	Department Head	none	
Final Approval				Governing Body	Governing Body	

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