AGENDA
CITY OF SHERIDAN
APRIL 15, 2019
REGULAR COUNCIL MEETING START 7:00 P.M.

1. Call to Order

2. Pledge of Allegiance

3. Invocation to be given by Ryan Koltiska with Sheridan Kids Life.

4. Roll Call of Members

5. Approval of Agenda

6. Public Hearings

   A. Public Hearing for Resolution #17-19, Vista West Estates County Subdivision - Community Development Director Brian Craig

      i. Consideration of Resolution #17-19, Vista West Estates County Subdivision

7. Consent Agenda

   A. Approval of Mayor Miller as WAM Delegate for the 2019 WAM Summer Convention and Council President Clint Beaver as an Alternate Delegate

   B. Minutes of Special Council Meeting April 1st 2019

   C. Minutes of Regular Council Meeting April 1st 2019.

   D. Claims

8. Community Update

   A. Sheridan Public Arts Committee - Committee Chairman Kim Love

   B. Proclamation for Dispatch Week - Chief of Police Richard Adriaens

9. Staff Update

A. Streetscape Project Update - Community Development Director Brian Craig

B. Sales and Use Tax Update - City Treasurer Karen Burtis

OLD BUSINESS

10. Consideration of the Third and Final Reading of Ordinance #2199 Amending Ordinance #2184 on Wireless Communication Facilities - Utilities Director Dan Roberts

NEW BUSINESS

11. Consideration of Letter of Support for the Proposed Sheridan Innovation Center - WTBC Executive Director Scot Rendall

12. Consideration of a Master Governmental Lease-Purchase Agreement with Wells Fargo Bank, N.A. for the TANA E380 Landfill Compactor - Utilities Director Dan Roberts

13. Consideration of the Approval of a Contract with IAFF Local #276 - Human Resource Director Heather Doke

14. Consideration of the Appropriation of $6,150 to Habitat for Humanity to Fund the Cost of Water and Sewer Plant Investment Fees from One Cent Contingency Funds for FY19 - Utilities Director Dan Roberts

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

16. Consideration of Building Services Intergovernmental Cooperative Agreement between the City of Sheridan and Sheridan County - Community Development Director Brian Craig

17. Council Comments and Requests for Future Agenda Items

A. Council Charter Ordinance Subcommittee Interim Report

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

Planning

MEMORANDUM

Project Name:	Public Hearing for Resolution #17-19, Vista West Estates County Subdivision - Community Development Director Brian Craig
From:	Brian Craig, Community Development Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	04/09/2019

Recommendation:

Staff recommends the City Council approve Resolution #17-19, granting approval of the final plat for the Vista West Estates, (PL 19-4), a joint City-County subdivision. Dividing 117.2 acres of unplatted land into 19 single-family residential lots, and 1 outlot. Zoned in the county as Rural Residential (RR). Located north of West Loucks, and south-west of Kendrick Golf Course, in a portion of Section 31, T56N, R84W.

Potential Findings of Fact:

The City Council is required to make the following findings in considering approval of any final plat per SCC Appendix B§202:

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

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

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

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

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

Background:

The property owner, the System Land, LLC, has requested to divide their 117.02 acre parcel located off of W. Loucks/Big Goose Road into 19 single family lots, and one outlot. Since the proposed subdivision is within one mile of the City limits, the plat must be approved by the City Council as well as the County Commissioners.

The property lies within the Sheridan/SAWS Water Service area. Water service is available to the subdivision subject to successful execution and completion of the agreement between System Land, LLC and the SAWS board.

The City's sewer system does not reach this subdivision nor is there adequate capacity in the nearby mains to serve this subdivision at this time. This subdivision lies beyond the proposed West Beltway Road Loop, which may be a logical boundary for considering future sewer service on West Loucks St. The lots meet the minimum area requirement for septic systems and will be permitted and inspected by the appropriate county staff.

The property is zoned Rural Residential, though the proposed lots meet the requirements of an R-1 subdivision in the city limits.

Discussion:

There are five conditions which must be satisfied as part of subdivision approval. They are with staff commentary:

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

City staff is currently working with the applicant and the applicant's attorney to prepare an agreeable pre-annexation agreement that capture's the unique nature of this being a rural subdivision.

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

Again, a preannexation agreement is being prepared with the applicant.

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

The property is presently zoned Rural Residential. As mentioned above, the lots meet the subdivision regulations for the City's R-1 zoning regulations, which would be convenient if this subdivision were ever to be annexed into the City.

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

The proposed subdivision falls outside of the Airport Influence Area, so this requirement would not apply.

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

City utility staff evaluated these lots as part of the review process. While water is provided on a first come first serve basis, there is nothing to indicate at this point that there would be challenges to water capacity.

Staff believes that the criteria for a final plat submittal has been met, and the proposed subdivision meets city code requirements. There are no further comments at this time.

Attachments

Resolution 17-19

final plats

aerial

Preannexation Agreement

CITY OF SHERIDAN
RESOLUTION 17-19

A RESOLUTION approving PL 19-4, the final plat of Vista West Estates Major Subdivision, a joint City-County subdivision, dividing a 117.2 acre parcel into 19 lots and 1 outlot, zoned Rural Residential, located on West Loucks southwest of Kendrick Golf Course.

WHEREAS, the final plat of the Vista West Estates Major Subdivision has been reviewed for consistency with Appendix B (Subdivision Regulations) and other applicable City code; and

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

WHEREAS, the Vista West Estates Subdivision is a joint City-County subdivision due to its location within 1 mile of City limits requiring City Council approval; and

WHEREAS, the Sheridan County Planning and Zoning Commission recommended the approval of the proposed final plat; and

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

That the final plat of the Vista West Estates Major Subdivision, dividing a 117.2 acre parcel into 19 lots and 1 outlot, zoned Rural Residential, located on West Loucks southwest of Kendrick Golf Course,

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

In approving Vista West Estates Major Subdivision, the City Council finds the following as required by Sheridan City Code Appendix B §202:

A. The plat, while outside the City limits, is accompanied by a signed pre-annexation agreement.

B. The lots as platted conform to the requirements of the City Zoning Ordinance.

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

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

PASSED, APPROVED, AND ADOPTED this 15th day of April 2019.

_____
Roger Miller, Mayor

Attest:

_____
Cecilia Good, City Clerk

State of Wyoming)
)SS
County of Sheridan)

Subscribed and sworn to (or affirmed) before me this _____day of

_____, 2019 by _____.

_____
Notary Public

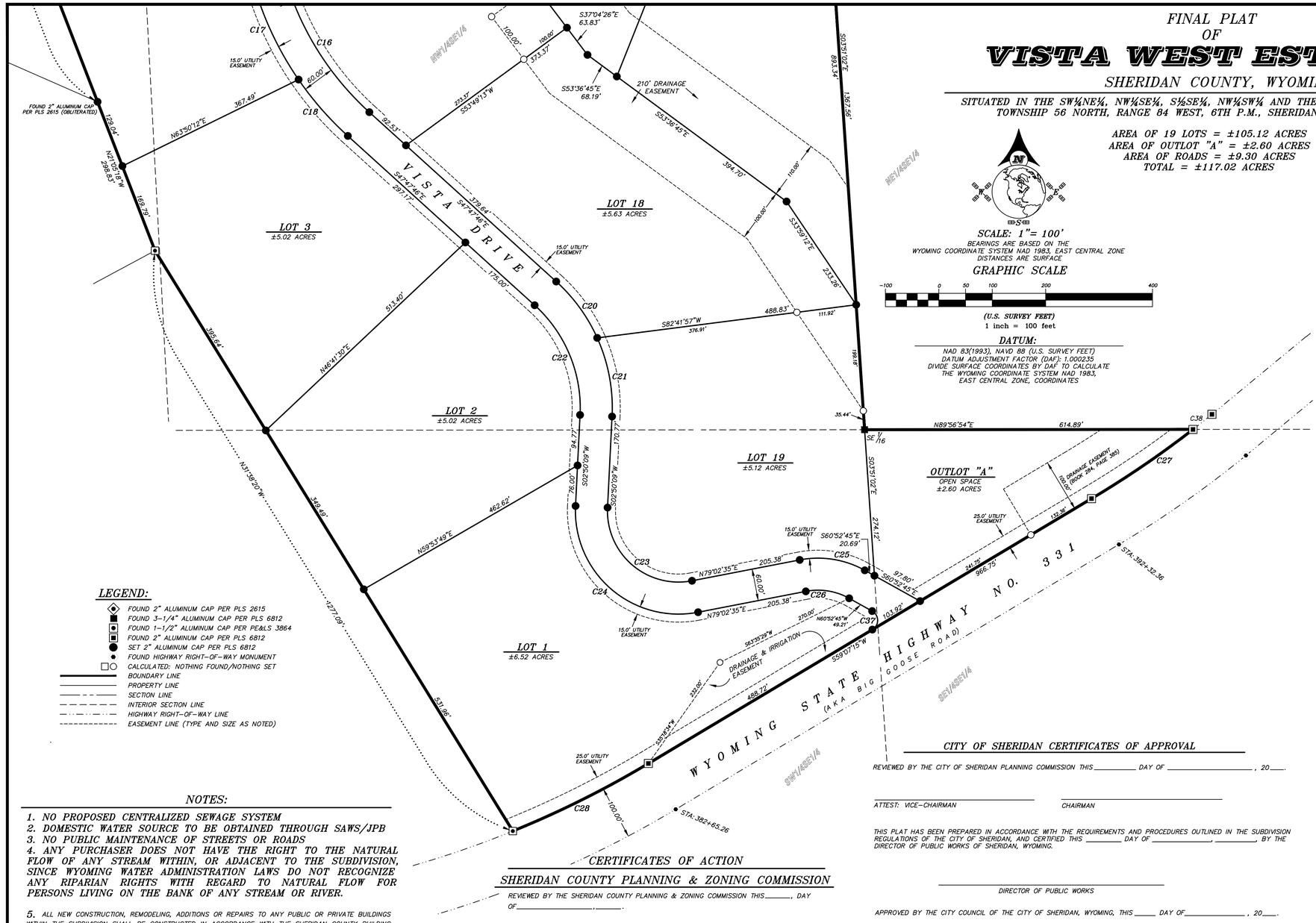
My commission expires _____.

FINAL PLAT OF VISTA WEST ESTATES

SHERIDAN COUNTY, WYOMING

SITUATED IN THE SW¼NE¼, NW¼SE¼, S½SE¼, NW¼SW¼ AND THE SE¼NW¼ OF SECTION 31, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING

AREA OF 19 LOTS = ±105.12 ACRES
AREA OF OUTLOT "A" = ±2.60 ACRES
AREA OF ROADS = ±9.30 ACRES
TOTAL = ±117.02 ACRES



SCALE: 1"= 100'

BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE
DISTANCES ARE SURFACE

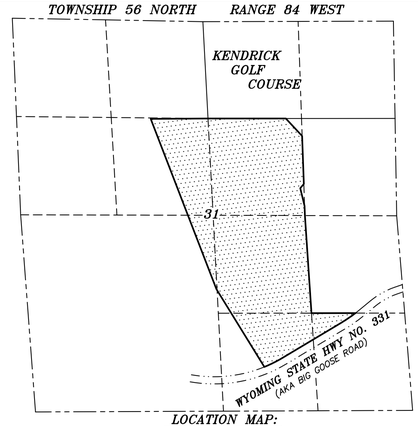
GRAPHIC SCALE

-100 0 50 100 200 400

(U.S. SURVEY FEET)
1 inch = 100 feet

DATUM:

NAD 83(1993), NAVD 88 (U.S. SURVEY FEET)
DATUM ADJUSTMENT FACTOR (DAF): 1.000235
DIVIDE SURFACE COORDINATES BY DAF TO CALCULATE THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE, COORDINATES



LOCATION MAP:
NO TRUE SCALE

LEGEND:

- FOUND 2" ALUMINUM CAP PER PLS 2615
- FOUND 3-1/4" ALUMINUM CAP PER PLS 6812
- FOUND 1-1/2" ALUMINUM CAP PER PE&LS 3864
- FOUND 2" ALUMINUM CAP PER PLS 6812
- SET 2" ALUMINUM CAP PER PLS 6812
- FOUND HIGHWAY RIGHT-OF-WAY MONUMENT
- CALCULATED: NOTHING FOUND/NOTHING SET
- BOUNDARY LINE
- PROPERTY LINE
- SECTION LINE
- INTERIOR SECTION LINE
- HIGHWAY RIGHT-OF-WAY LINE
- EASEMENT LINE (TYPE AND SIZE AS NOTED)

NOTES:

1. NO PROPOSED CENTRALIZED SEWAGE SYSTEM
2. DOMESTIC WATER SOURCE TO BE OBTAINED THROUGH SAWS/JPB
3. NO PUBLIC MAINTENANCE OF STREETS OR ROADS
4. ANY PURCHASER DOES NOT HAVE THE RIGHT TO THE NATURAL FLOW OF ANY STREAM WITHIN, OR ADJACENT TO THE SUBDIVISION, SINCE WYOMING WATER ADMINISTRATION LAWS DO NOT RECOGNIZE ANY RIPARIAN RIGHTS WITH REGARD TO NATURAL FLOW FOR PERSONS LIVING ON THE BANK OF ANY STREAM OR RIVER.

5. ALL NEW CONSTRUCTION, REMODELING, ADDITIONS OR REPAIRS TO ANY PUBLIC OR PRIVATE BUILDINGS WITHIN THE SUBDIVISION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SHERIDAN COUNTY BUILDING STANDARDS REGULATIONS AND BUILDING PERMITS AND INSPECTIONS ARE REQUIRED.

6. WHEN PUBLIC SEWAGE FACILITIES BECOME AVAILABLE, ALL EXISTING AND FUTURE DWELLINGS SHALL CONNECT TO SAID SYSTEM.

7. VISTA WEST ESTATES IS LOCATED IN CLOSE PROXIMITY TO THE SHERIDAN COUNTY AIRPORT AND NO OWNER OF ANY LOT, NOR HIS SUCCESSORS OR ASSIGNS SHALL HAVE A CAUSE OF ACTION AGAINST DECLARANT OR COUNTY OF SHERIDAN ARISING OUT OF THE NOISE OR OTHER DISTURBANCE WHICH MAY RESULT FROM LEGAL OPERATION OF AIRCRAFT IN THE AIRSPACE OVER SAID SUBDIVISION.

8. THE SURFACE ESTATE OF THE LAND TO BE SUBDIVIDED IS SUBJECT TO FULL AND EFFECTIVE DEVELOPMENT OF THE MINERAL ESTATE.

9. OUTLOT "A" IS AN OPEN SPACE AND SHALL BE OWNED & MAINTAINED BY THE HOME OWNERS ASSOCIATION. THE HOME OWNERS ASSOCIATION HAS THE AUTHORITY OF GRANTING EASEMENTS, ENCUMBRANCES AND LEGAL ADJUSTMENTS TO THE BOUNDARY.

10. SEPTIC SYSTEMS SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH SHERIDAN COUNTY AND WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS, WHICHEVER IS MOST STRINGENT. REQUIREMENTS APPLY FOR ABSORPTION SURFACE LOCATIONS WITH RESPECT TO MAXIMUM SLOPES DEPENDENT ON SOIL PERCOLATION RATES AND MINIMUM HORIZONTAL DISTANCES FROM THE TOP OF ANY BREAK IN SLOPE THAT EXCEEDS THE MAXIMUM SLOPE ALLOWED.

11. THIS SUBDIVISION CONTAINS AREAS WITH STEEP SLOPES (>20%) THAT CAN BE SUSCEPTIBLE TO SLUMPS AND LANDSLIDES. ALL STRUCTURES AND OTHER IMPROVEMENTS SHALL BE CONSTRUCTED AWAY FROM STEEP SLOPES AND BE WITHIN THE BUILDING ENVELOPES DEPICTED ON THE BUILDING AND LANDSCAPE ENVELOPES PLAN INCLUDED IN THE PROTECTIVE COVENANTS. ALL IMPROVEMENTS SHALL BE REVIEWED AND APPROVED BY THE HOMEOWNER'S ASSOCIATION PRIOR TO INSTALLATION.

CERTIFICATES OF ACTION

SHERIDAN COUNTY PLANNING & ZONING COMMISSION

REVIEWED BY THE SHERIDAN COUNTY PLANNING & ZONING COMMISSION THIS_____, DAY OF_____, _____.

ATTEST:

_____ _____
CLERK CHAIRMAN

CERTIFICATE OF APPROVAL
BOARD OF COUNTY COMMISSIONERS

PLAT APPROVED AND SUBDIVISION PERMIT ISSUED BY THE BOARD OF COUNTY COMMISSIONERS OF SHERIDAN COUNTY, WYOMING, THIS_____, DAY OF_____, _____.

ATTEST:

_____ _____
COUNTY CLERK CHAIRMAN

CERTIFICATE OF RECORDER

STATE OF WYOMING)
) SS
COUNTY OF SHERIDAN)

I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE AT_____ O'CLOCK, THIS_____, DAY OF_____, _____, AND RECORDED IN PLAT BOOK _____, ON PAGE _____.

_____ STAMP RECEIVING NUMBER: _____
COUNTY CLERK

CITY OF SHERIDAN CERTIFICATES OF APPROVAL

REVIEWED BY THE CITY OF SHERIDAN PLANNING COMMISSION THIS_____ DAY OF _____, 20___.

_____ _____
ATTEST: VICE-CHAIRMAN CHAIRMAN

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

_____
DIRECTOR OF PUBLIC WORKS

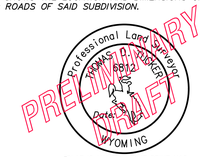
APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN, WYOMING, THIS_____ DAY OF_____, 20___.

_____ _____
ATTEST: CITY CLERK MAYOR

SURVEYOR'S CERTIFICATE

STATE OF WYOMING
COUNTY OF SHERIDAN :ss

I, THOMAS D. TUCKER, DO HEREBY STATE THAT I AM A REGISTERED LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF **VISTA WEST ESTATES**, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT THIS PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF ALL LOTS, OUTLOT "A", EASEMENTS AND ROADS OF SAID SUBDIVISION.



PRELIMINARY DRAFT

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

CERTIFICATE OF DEDICATION

THE ABOVE OR FOREGOING **VISTA WEST ESTATES** BEING A SUBDIVISION SITUATED IN THE SW¼NE¼, NW¼SE¼, S½SE¼, NW¼SW¼ AND THE SE¼NW¼ OF SECTION 31, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING; SAID SUBDIVISION BEING A TRACT OF LAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 31 (MONUMENTED WITH A 3¼" ALUMINUM CAP PER PLS 6812); THENCE N89°51'09"W, 1282.75 FEET ALONG THE NORTH LINE OF THE NE¼SE¼ TO THE POINT OF BEGINNING OF SAID TRACT, SAID POINT BEING THE NORTHEAST CORNER OF SAID NW¼SE¼; THENCE S03°51'02"E, 1367.56 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID NW¼SE¼; THENCE N89°56'54"E, 614.89 FEET ALONG THE SOUTH LINE OF SAID NE¼SE¼ TO A POINT, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF WYOMING STATE HIGHWAY NO 331; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF WYOMING STATE HIGHWAY NO 331 THROUGH A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 07°05'22", A RADIUS OF 1859.86 FEET, AN ARC LENGTH OF 230.13 FEET, A CHORD BEARING OF S55°41'12"W, AND A CHORD LENGTH OF 229.98 FEET TO A POINT; THENCE S59°07'15"W, 966.75 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF WYOMING STATE HIGHWAY NO 331 TO A POINT; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF WYOMING STATE HIGHWAY NO 331 THROUGH A NON-TANGENT CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 08°44'46", A RADIUS OF 1859.86 FEET, AN ARC LENGTH OF 283.91 FEET, A CHORD BEARING OF S63°28'58"W, AND A CHORD LENGTH OF 283.63 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 490 OF DEEDS, PAGE 641; THENCE N31°38'20"W, 1277.09 FEET ALONG THE EASTERLY LINE OF SAID TRACT DESCRIBED IN BOOK 490 OF DEEDS, PAGE 641 TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 497 OF DEEDS, PAGE 448; THENCE N21°05'18"W, 298.83 FEET ALONG THE EASTERLY LINE OF SAID TRACT DESCRIBED IN BOOK 497 OF DEEDS, PAGE 448 TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 497 OF DEEDS, PAGE 451; THENCE N21°05'19"W, 2252.57 FEET ALONG THE EASTERLY LINE OF SAID TRACT DESCRIBED IN BOOK 497 OF DEEDS, PAGE 451 TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID TRACT DESCRIBED IN BOOK 497 OF DEEDS, PAGE 451; THENCE N89°38'50"E, 800.39 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID SW¼NE¼; THENCE N89°59'07"E, 1088.04 FEET ALONG THE NORTH LINE OF SAID SW¼NE¼ TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 574 OF DEEDS, PAGE 25, TRACT 2; THENCE S42°55'52"E, 333.96 FEET ALONG THE SOUTHWESTERLY LINE OF SAID TRACT DESCRIBED IN BOOK 574 OF DEEDS, PAGE 25, TRACT 2 TO A POINT, SAID POINT LYING ON THE EAST LINE OF SAID SW¼NE¼; THENCE S01°59'51"E, 671.26 FEET ALONG SAID EAST LINE OF SAID SW¼NE¼ TO A POINT, SAID POINT BEING THE NORTH CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 574 OF DEEDS, PAGE 25, TRACT 1; THENCE S40°04'16"W, 77.23 FEET ALONG THE NORTHWESTERLY LINE OF SAID TRACT DESCRIBED IN BOOK 574 OF DEEDS, PAGE 25, TRACT 1 TO A POINT; THENCE S13°42'04"E, 255.10 FEET ALONG THE SOUTHWESTERLY LINE OF SAID TRACT DESCRIBED IN BOOK 574 OF DEEDS, PAGE 25, TRACT 1 TO A POINT, SAID POINT LYING ON SAID EAST LINE OF THE SW¼NE¼; THENCE S01°59'51"E, 134.41 FEET ALONG SAID EAST LINE OF SAID SW¼NE¼ TO THE POINT OF BEGINNING OF SAID TRACT.

AS APPEARS ON THIS PLAT, IS WITH FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDER-SIGNED OWNER(S) AND PROPRIETORS; CONTAINING 117.02 ACRES MORE OR LESS; HAVE BY THESE PRESENTS LAID OUT AND SURVEYED AS **VISTA WEST ESTATES**, AND DO HEREBY DEDICATE AND CONVEY TO AND FOR THE PUBLIC USE FOREVER HEREAFTER ALL ROADS AS ARE LAID OUT AND DESIGNATED ON THIS PLAT; AND DO ALSO RESERVE PERPETUAL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF ROADWAYS, UTILITIES AND FOR IRRIGATION AND DRAINAGE FACILITIES AS ARE LAID OUT AND DESIGNATED ON THIS PLAT HEREBY RELEASING AND WAIVING ALL HOMESTEAD RIGHTS.

EXECUTED THIS_____ DAY OF_____, _____.

BY: _____
SYSTEM LAND LLC,
DONALD B. ROBERTS – MANAGER

STATE OF WYOMING
COUNTY OF SHERIDAN :ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BY DONALD B. ROBERTS BEFORE ME THIS _____ DAY OF _____, 2018.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

FINAL PLAT OF VISTA WEST ESTATES

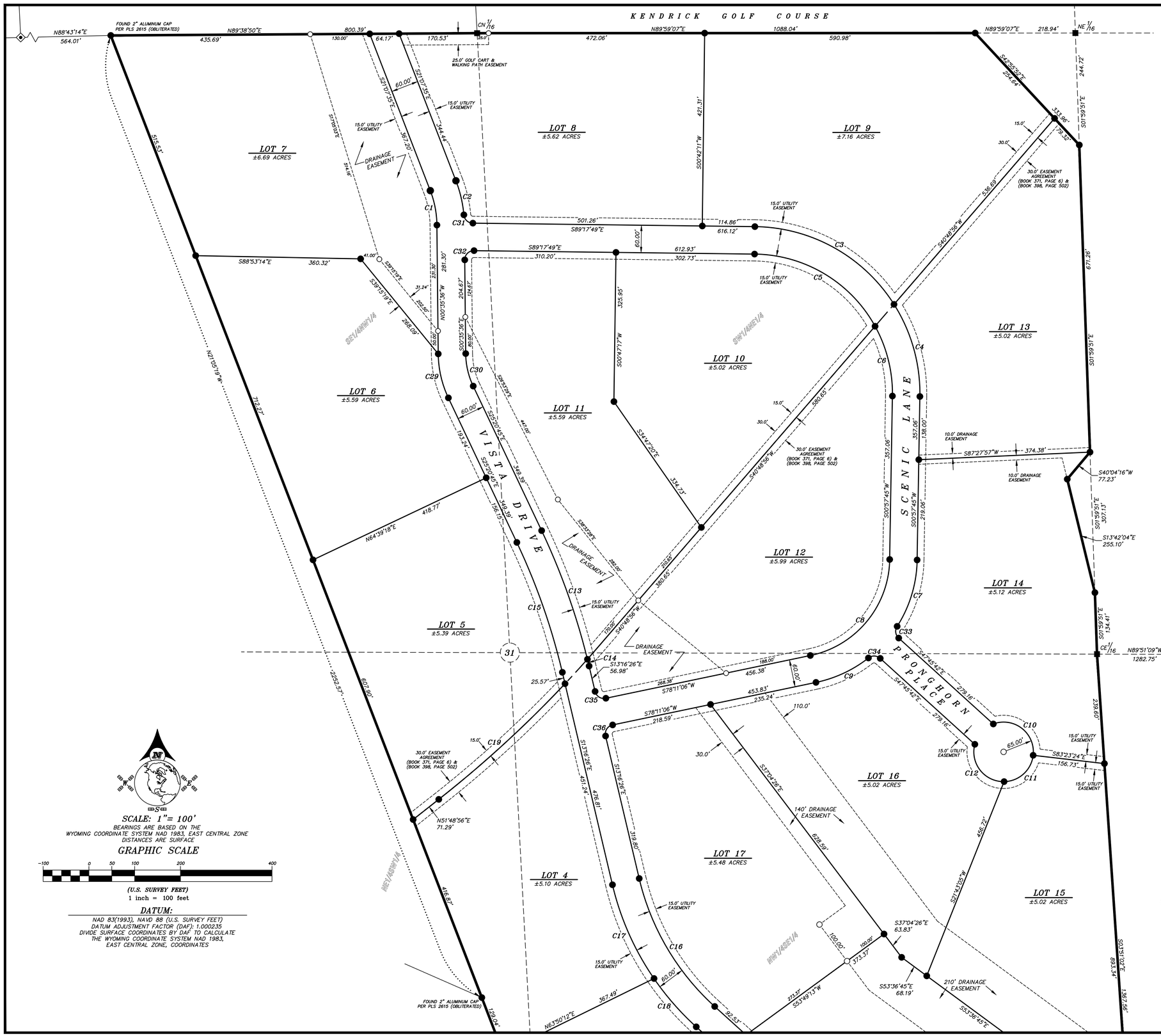
SHERIDAN COUNTY, WYOMING

SITUATED IN THE SW¼NE¼, NW¼SE¼, S½SE¼, NW¼SW¼ AND THE SE¼NW¼ OF SECTION 31, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING

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

CLIENT: SYSTEM LAND, LLC
ATTN: DONALD B. ROBERTS
20 PINE LANE
SHERIDAN, WY 82801

JN: 2018-005
DN: 2018-005D
TAB: 24x36 FINAL
PF: T2018-005
MARCH 12, 2019



LEGEND:

- FOUND 2" ALUMINUM CAP PER PLS 2615
- FOUND 3-1/4" ALUMINUM CAP PER PLS 6812
- FOUND 1-1/2" ALUMINUM CAP PER PE&LS 3864
- FOUND 2" ALUMINUM CAP PER PLS 6812
- SET 2" ALUMINUM CAP PER PLS 6812
- FOUND HIGHWAY RIGHT-OF-WAY MONUMENT
- CALCULATED: NOTHING FOUND/NOTHING SET
- BOUNDARY LINE
- PROPERTY LINE
- SECTION LINE
- INTERIOR SECTION LINE
- HIGHWAY RIGHT-OF-WAY LINE
- EASEMENT LINE (TYPE AND SIZE AS NOTED)

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	20°31'59"	215.00'	77.05'	S10°51'36"E	76.64'
C2	15°58'53"	275.00'	76.70'	S13°08'09"E	76.46'
C3	56°58'03"	365.00'	362.91'	S60°48'47"E	348.14'
C4	33°17'30"	365.00'	212.08'	S15°41'01"E	209.11'
C5	60°24'58"	305.00'	321.61'	S59°05'20"E	306.92'
C6	29°50'36"	305.00'	158.86'	S13°57'34"E	157.07'
C7	31°37'00"	278.00'	153.41'	N16°46'15"E	151.47'
C8	77°13'22"	218.00'	293.82'	S39°34'25"W	272.08'
C9	26°17'16"	278.00'	127.55'	S65°02'28"W	126.43'
C10	116°53'07"	65.00'	132.60'	N51°49'58"W	110.78'
C11	82°24'20"	65.00'	93.49'	N47°48'46"E	85.63'
C12	105°44'11"	65.00'	119.95'	S38°06'59"E	103.64'
C13	11°29'33"	1490.00'	298.87'	S19°35'58"E	298.37'
C14	0°34'46"	1490.00'	15.07'	S13°33'49"E	15.07'
C15	12°04'19"	1430.00'	301.29'	S19°18'35"E	300.74'
C16	34°31'20"	547.00'	329.58'	S30°32'06"E	324.62'
C17	21°15'47"	607.00'	225.26'	S23°54'19"E	223.97'
C18	13°15'33"	607.00'	140.47'	S41°09'59"E	140.16'
C19	8°34'47"	2500.00'	374.36'	N47°31'33"E	374.01'
C20	23°32'57"	320.00'	131.52'	S36°01'17"E	130.60'
C21	27°04'58"	320.00'	151.26'	S10°42'20"E	149.85'
C22	50°37'55"	260.00'	229.76'	S22°28'48"E	222.36'
C23	103°47'34"	133.00'	240.93'	S49°03'38"E	209.31'
C24	103°47'34"	193.00'	349.62'	S49°03'38"E	303.74'
C25	40°04'40"	180.00'	125.91'	S80°55'05"E	123.36'
C26	40°04'40"	120.00'	83.94'	S80°55'05"E	82.24'
C27	7°05'22"	1859.86'	230.13'	S55°41'12"W	229.98'
C28	8°44'46"	1859.86'	283.91'	S63°28'58"W	283.63'
C29	24°45'08"	230.00'	99.36'	S12°58'11"E	98.59'
C30	24°45'08"	170.00'	73.44'	S12°58'11"E	72.87'
C31	84°09'06"	20.00'	29.37'	S47°13'16"E	26.80'
C32	91°17'48"	20.00'	31.87'	S45°03'18"W	28.60'
C33	80°20'27"	20.00'	28.04'	S07°35'29"E	25.80'
C34	80°20'27"	20.00'	28.04'	S87°55'56"E	25.80'
C35	88°32'30"	20.00'	30.91'	S57°32'39"E	27.92'
C36	91°27'33"	20.00'	31.93'	S32°27'20"W	28.64'
C37	120°00'00"	20.00'	41.89'	S00°52'45"E	34.64'
C38	1°23'45"	1859.86'	45.31'	N51°26'39"E	45.31'

N

SCALE: 1"= 100'

BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE
DISTANCES ARE SURFACE

GRAPHIC SCALE

-100 0 50 100 200 400

(U.S. SURVEY FEET)
1 inch = 100 feet

DATUM:

NAD 83(1993), NAVD 88 (U.S. SURVEY FEET)
DATUM ADJUSTMENT FACTOR (DAF): 1.000235
DIVIDE SURFACE COORDINATES BY DAF TO CALCULATE
THE WYOMING COORDINATE SYSTEM NAD 1983,
EAST CENTRAL ZONE, COORDINATES

FINAL PLAT
OF

VISTA WEST ESTATES

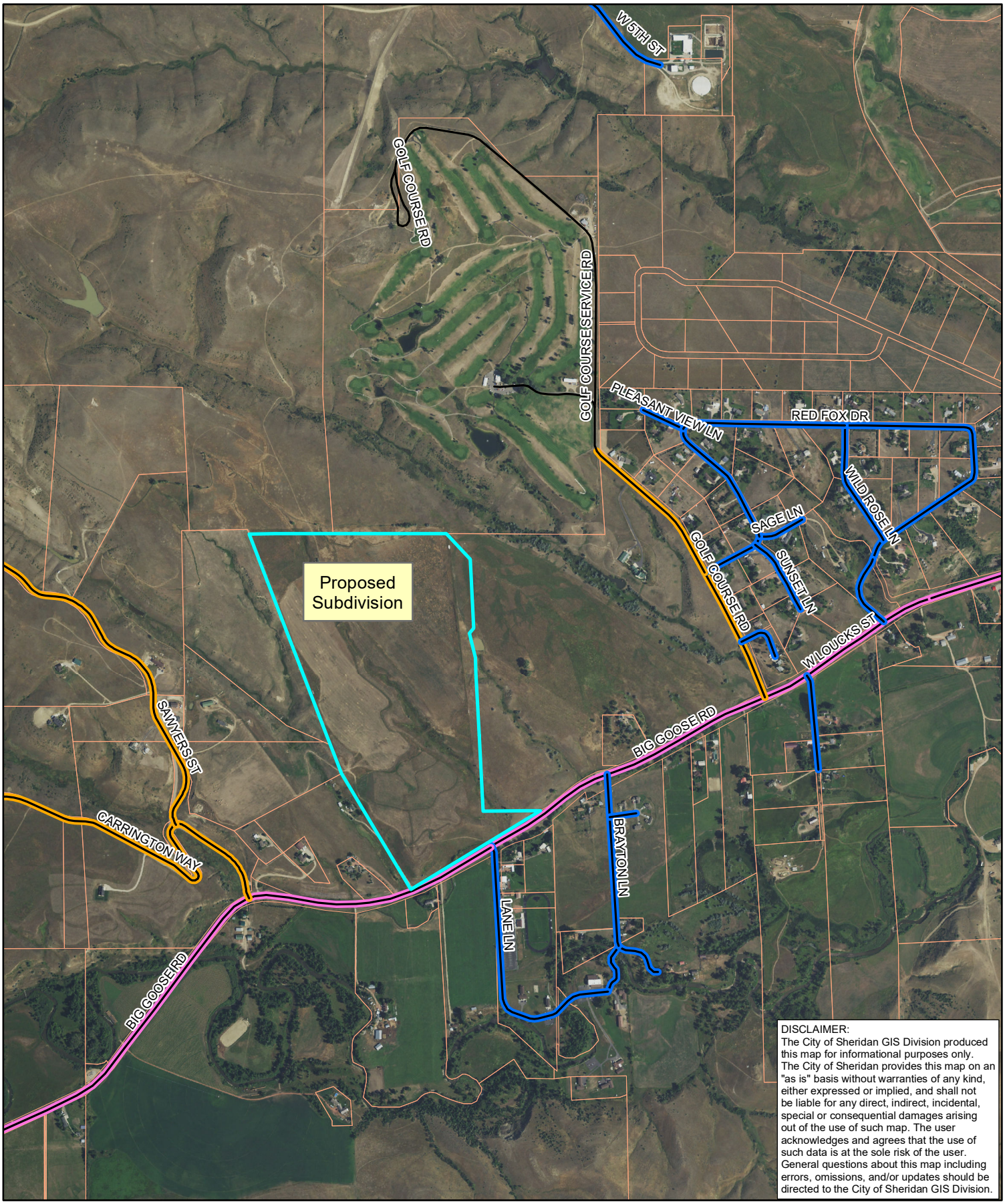
SHERIDAN COUNTY, WYOMING

SITUATED IN THE SW¼NE¼, NW¼SE¼, S½SE¼, NW¼SW¼ AND THE SE¼NW¼ OF SECTION 31, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING

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

CLIENT: SYSTEM LAND, LLC
ATTN: DONALD B. ROBERTS
20 PINE LANE
SHERIDAN, WY 82801

JN: 2018-005
DN: 2018-005D
TAB: 24x36 FINAL 2
PF: T2018-005
MARCH 12, 2019
SHEET 2 OF 2



CITY OF Sheridan WYOMING

Vista West

N

0 0.1 0.2 0.4 Miles

Name: sgoodman

Date: 04/03/2019

PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT, made this _____ day of April, 2019, by and between System Land, LLC, a Wyoming limited liablity company, or its successors in ownership to the lands affected hereby (referred to as LANDOWNER) and the City of Sheridan, Wyoming, a municipal corporation (referred to as CITY).

WHEREAS, the LANDOWNER is the record owner of a certain tract of land, described as follows: See ***Exhibit A***, attached hereto, and this tract of land, or any smaller part or parcel which may be conveyed as a separate tract, whether or not subdivided, shall hereinafter be referred to as the LAND; and

WHEREAS, for the purposes of this agreement, the term "contiguous" and "contiguous to the rest of the City" shall mean real property in which the City incorporated limits extend or surround 75% of the real property; and

WHEREAS, the LAND is currently not contiguous to the CITY's incorporated limits The CITY's Kendrick Golf Course is not contiguous to the rest of the City's jurisdictional boundary and is an island within the County. The LAND, is being platted as a County subdivision an a portion is within one mile of CITY's boundary; and

WHEREAS, the parties recognize that the LAND is unique, is surrounded by County Agriculture-zoned lands and standard policy goals and requirements of the City regarding preannexation agreements are not in the best interest of the CITY or LANDOWNER; and

WHEREAS, the LAND will receive no CITY services at the time of this Agreement nor are any municipal services anticipated to be available to the LAND at any time in the foreseeable future; and

WHEREAS, City of Sheridan Code, Appendix B, Section 202.B requires that the City shall not approve any proposed subdivision of land which is within one mile of the corporate limits of Sheridan but not, at the time of submittal, eligible for annexation, unless the application is accompanied by a properly acknowledged agreement not to contest future annextion proceedings.

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

1. The parties acknowledge that the LAND is currently not contiguous to the City limits of the CITY but may, at some future date, be within the growth area of the CITY. The LANDOWNER agrees not to contest future annexation proceedings, if the LAND becomes continguous to the CITY's corporate boundaries and municipal water, sewer and other City-services become available for connection to and within 400 feet of the LAND.
2. If future annexation proceedings are implemented, LANDOWNER will take all remaining actions necessary at the time, at the direction of the CITY, to comply with State annexation law and to complete the annexation of the LAND into the CITY. To the extent the LAND is included in them, the LANDOWNER shall adhere to the **City Comprehensive Plan**, appropriate restrictions pertaining thereto, and the **2001 City of Sheridan Traffic Study,** and all amendments thereto. A notice of this Agreement shall be recorded and noting that the parcel "shall annex to the CITY without protest, at the discretion and direction of the Sheridan City Council upon becoming contiguous to the City limits and City water and sewer being made available to the LAND". The commitment to annex shall be recorded agains the LAND a covenant running with the property known as the LAND, enforceable by the CITY.
3. Upon annexation to the CITY and upon City services being within 400 feet of the LAND, the CITY shall provide municipal services, including but not limited to water and sewer services, on the same level as provided to other areas of the CITY, according to state statutes and local ordinances. The CITY shall not be responsible for the installation of water and sewer lines or connection lines within the LAND. LANDOWNERS

shall be responsible for all installation costs of municipal utilities, up to a maximum of 400 feet from the LAND, per City of Sheridan Ordinance and recapture agreements.

4. LANDOWNER agrees to sign any petition(s) or any other document(s) reasonably required to comply with State annexation law as they may be required by the CITY to facilitate the annexation. LANDOWNER further waives any irregularities in the annexation process which would permt it to protest the said annexation. The parties acknowledge that the CITY may choose not to complete the annexation of LANDOWNER's LAND until additional logical and adjacent properties may be annexed simultaneously. The LANDOWNER specifically agrees and acknowledges that the timing of the annexation is within the sole discretion of the CITY, and the CITY may initiate the annexation of the LAND described above at any time after the LAND qualifies for annexation and municipal services are available.

5. The term "LANDOWNER" shall refer to System Lands, LLC only for so long as it is the record owner of any lot within the LAND being subdivided at the time of this Agreement, and shall refer to only to its successor record owners of any and all lots conveyed after the date hereof and not to System Lands, LLC.

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

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

8. If any section, clause, or portion of this AGREEMENT is for any reason held invalid or unconstitutional by any Court or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of any remaining portions hereof that remin lawful.

DATED this _____ day of April, 2019.

CITY OF SHERIDAN:

_____
Roger Miller, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

LANDOWNER:

_____
System Lands, LLC

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

On April _____, 2019, personally appeared before me Don Roberts as member of System Lands, LLC.

_____
Notary Public
My Commission Expires:

STATE OF WYOMING)
)ss.
COUNTY OF SHERIDAN)

On April _____, 2019, personally appeared before me Roger Miller, Mayor of the City of Sheridan, Wyoming.

_____
Notary Public
My Commission Expires:

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:	Approval of Mayor Miller as WAM Delegate for the 2019 WAM Summer Convention and Council President Clint Beaver as an Alternate Delegate
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	Mayor & Council
Date:	04/11/2019

Attachments

WAM Delegate Memo

Wyoming Association of Municipalities
Building Strong Communities

TO: **All Mayors**

FROM: Earla Checchi, Finance Manager

SUBJECT: **Voting Delegates for the 2019 WAM Summer Convention**

DATE: February 27, 2019

We are requesting that your municipality's governing body appoint its **Official Voting Delegate** and **alternate** to WAM's Summer Convention Business Meeting, held Thursday, June 13, 2019 in Sheridan. Items that your Voting Delegate will be voting on may include: By-law changes, Resolutions, Membership Dues. ***Any*** individual member of the association is entitled to speak during the June business meeting. However, when a vote is taken on any action the official voting delegate, or the alternate, is the ***only one allowed to vote*** for the city or town. Any elected or appointed official/staff may be designated by the city/town as its official voting delegate.

Please complete the attached form and email, mail or fax it to WAM by Friday, May 17. We appreciate your cooperation and prompt action on this matter to ensure that each municipality is represented by a person who has been duly authorized by your governing body to take an active role in the business meeting.

If you find your official delegate is not able to attend the conference at the last moment, you may re-appoint someone else. For this change to be accepted we do need the change **in writing**. You may send/fax it to the WAM office by **Friday, May 17** or your voting delegate may bring the written change/authorization to the convention and submit it to the WAM registration desk **by Wednesday, June 12 before 12:00pm**. <u>After that time, changes will not be accepted.</u>

Please contact us with any questions.

Ensure YOUR community has a VOICE and a VOTE at the June business meeting!

WYOMING ASSOCIATION OF MUNICIPALITIES
2019 WAM SUMMER CONVENTION
OFFICIAL VOTING DELEGATE FORM

The following person has been selected as the ***Official Voting Delegate*** for the 2019 WAM Summer Convention Business Meeting in Sheridan, Thursday, June 13, 2019.

City/Town:_____

Name:_____

Title:_____

Alternate Delegate will be: _____

Title: _____

Date Approved by the City/Town Council: _____

Attest:_____(City/Town Clerk)

PLEASE EMAIL, MAIL OR FAX TO WAM NO LATER THAN MAY 17, 2019

315 West 27 Street, Cheyenne, WY 82001

Phone (307) 632-0398, Fax (307) 632-1942 or

Email to Earla Checchi at: checchi@wyomuni.org

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 April 1st 2019
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	City Administrator Mark Collins
Date:	04/11/2019

Attachments

Special Council Minutes

CITY OF SHERIDAN, WYOMING
MINUTES OF SPECIAL COUNCIL MEETING

COUNCIL CHAMBERS **5:30 P.M.** **April 1st, 2019**

1. Mayor Roger Miller called the meeting to order at 5:30 P.M.

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

3. Council Attendance: Mayor Roger Miller, Council President Clint Beaver, Vice President Thayer Shafer, Councilor Patrick Henderson, Councilor Richard Bridger and Councilor Jacob Martin with Councilor Aaron Linden 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 Chief Gary Harnish.

4. Councilor Beaver moved, seconded by Councilor Martin, to enter into Executive Session per Wyoming State Statute 16-4-405, To Consider Accepting or Tendering Offers Concerning Wages, Salaries, Benefits and Terms of Employment During All Negotiations. Council approved the motion to enter into Executive Session: voice vote; unanimous.

Council returned from Executive Session at 5:57 P.M.

5. Human Resource Director Doke discussed the proposals from City. Proposal #1 has not changed from what was originally presented. Proposal #2 reflects a 9.74% Firefighter contribution to Wyoming Retirement and 13% for the City contribution. Andy Fried asked if legislation addresses the employer's required contribution. Human Resources Director Doke responded that the Wyoming Retirement System Board sets the employer's contributions to the pension plan. In proposal #3, the City addresses vacation accrual for Firefighters that were previously laid off. The City proposes to give Firefighter X three additional shifts of vacation this year and pay for the remaining nine shifts of vacations that would have been earned had the Firefighter not been laid off. Proposal #4 consists of two parts. A pay scale adjustment would be implemented based on the Condrey study that brings all employees to 100% of market. Additionally, Firefighters hired before 11/1/18 would get an additional 1.25% merit increase for a "Meets Expectations" designation or higher on their performance appraisal. This would represent an estimated $26,000 total cost for the City. Condrey has recommended that the City not start new Firefighters at step H on the pay scale due to potential compression and pay inversion issues. The City would like to hold a summer recruiting even to increase the pool of Firefighter candidates for hire.

Andy Fried clarified that IAFF Local #276 actually had requested starting new Firefighters at step F on the Condrey pay scale. Mr. Fried explained that the minimum average wage provided in Appendix D of the Condrey study is $47,166 which is why IAFF Local #276 recommends starting at step F in the pay scale. The market adjusted scale starting at $44,700 is still 5.3% behind Appendix D's mean pay. Councilor Martin stated that Council feels that the presented proposals take into account the average. Martin also asked what IAFF Local #276's concerns were for pay compression and inversion. Andy Fried asked Council why they would not attempt to achieve average for pay. Mayor Miller stated that the goal is to hit 100% of median pay. Andy Fried would like to request additional information from Condrey regarding why there is a difference between starting wage for Firefighters and median pay. Councilor Martin expressed that Council felt that the contract presented to IAFF Local #276 is appropriate and tries to close the wage gap. Mr. Fried explained that based off of information from other departments within State, Firefighters get guaranteed increases so that other municipalities are still ahead of the City of Sheridan. Mr. Fried further stated that the City is 10% behind the average of the state. The proposals from the City would put the Firefighter pay scale at 5% behind the State average.

Mr. Galloway explained that inversion will occur within three years even if the Fire Department starts their newest hire at step A. The 2nd newest hire will end at step N within the next three years. The third newest hire will end at a step J. The first individual will be maxed out within several months. He or she will then be passed by the next two hires in the next three years. Mayor Miller stated that the situation is not happening currently, but will happen in the next several years. City Administrator Collins responded that last year this concern was resolved in the contract. Mayor further stated that when the issues with pay inversion and compression actually occur, the Council will reevaluate in the next negotiation cycle. The updated Condrey study worked to fix issues in wages. Mr. Fried asked how the City would eliminate compression if there is no way to move within the scale provided. Mr. Galloway stated that many municipalities have steps based on years of service or rank. City Administrator Collins discussed the consideration that municipalities have no revenue guarantees, and collective bargaining units across the state have years with no step increases or merit increases.

Mr. Fried would like to ask Condrey additional questions and return to negotiations. The members of IAFF Local #276 left the room briefly. Mr. Fried stated that they will go back to their organization and discuss solutions to pay inversion and compression that they can present at the next negotiation. Human Resource Director Doke explained compression further, and that it results in employees being stuck at the bottom of the pay scale. Mr. Fried discussed additional language on starting grades and steps for Firefighter 2 and Captain positions. City Administrator Collins stated the City's focus is entry level for all positions. Council and staff will review the pay scale for the Firefighter 2 and Captain positions. Mr. Fried

requested to sit with staff to talk to Condrey regarding starting at step F and the average base wage. IAFF Local #276 will come back with proposed solutions on compression and inversion.

6. Mayor Miller adjourned the meeting at 6:55 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 April 1st 2019.
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	City Administrator Mark Collins
Date:	04/11/2019

Attachments

Minutes of Regular Council Meeting April 1st 2019

CITY OF SHERIDAN, WYOMING

MINUTES OF REGULAR COUNCIL MEETING

COUNCIL CHAMBERS **7:00 P.M.** **April 1st, 2019**

1. Mayor Roger Miller called the meeting to order at 7:02 P.M.

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

3. The invocation was given by Councilor Henderson.

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

5. Councilor Shafer moved, seconded by Councilor Martin, to approve an amended agenda with the removal of item #16. Council approved the motion for the agenda: voice vote; unanimous.

6. Mayor Roger Miller then read aloud the consent items:
   A. Confirmation of the Mayor's Appointment of Carrie Rogaczewski & Peter Veinbergs to the City Tree Board
   B. Confirmation of the Mayor's Appointment of Rachel Anderson to the Sheridan Public Arts Committee (SPAC)
   C. Minutes of Special Council Meeting March 18th 2019
   D. Minutes of Regular Council Meeting March 18th 2019
   E. Claims

Claims 04-02-19

Vendor Name	Description	Total
A Plus Plumbers & Appliance Repair	removal of ice & repair frozen sewer at Sign shop/pump for storm drain	3,536.54
Ace Hardware-Newkirk	Hammer, nuts/bolts/screws, misc. tools, gloves	140.85
Alan Underwood	Deposit Refund/49 W 5th St.	41.68
AlphaGraphics of Wyoming	Design/layout convenience center flyer/poster/photos	161.29
Alpine Climate Control	install new infrared heater in sign shop	1,476.00
American Welding & Gas, Inc.	Contact tips, 0.03x11lb spool filler metal	51.26
Automationdirect.com	dial thermometer and polyester PVC hose	83.00
Axis Forensic Toxicology, Inc	Lab Results - 19P001427	320.00
B&B Leasing Company	Copier Lease Payment No 47	155.43
Betsy Pearson & John Addlesperger	Claims Settlement	18,117.72
Big Horn Logistics, LLC	Safe Rides Jan, Feb and March	259.00
Big Horn Tire Inc-Buffalo	Alignment and Check Rear on Engine 1	200.00
Bozeman Daily Chronicle, Belgrade News	Advertising package WYO Winter Rodeo	690.00
Brian's Boot & Shoe	Uniform boots	305.95
C & K Equipment	rushes for sweepers - Unit 4.15- Park Unit 4.20 C	1,784.00
Carquest Auto Parts	parts for repairs	1,899.13
Cathy Wright Bare	Travel Exp Reimb for Mueller Conf, C. Bare	363.80
CDG Engineers, Inc.	Sheridan Hillslides Project- Engineering Services	6,308.50
Cecilia Good	Reimbursement for Tuition	1,800.00
CED- Consolidated Electrical Distributers Inc.	Nylon cable tie for Wyo Winter Rodeo	21.50
Cedars Health LLC	February Occupational Testing	425.39
Coca-Cola Bottling Company High Country	Pallet of water for Recycling Center	336.00
Collection Professionals Inc.	CPI Acct #1885-2/1-2/28/2019	691.73
Confluence Collaborative	Website Maintenance/fly Sheridan marketing	563.00

Country Bounty	Report to the Community 2018 - 30 Inserts/presidents day hours	855.37
Dana Hotchkiss	safety hard toe boots	160.15
Dana Kepner Company	Ball corp	470.40
Daniel Johnson	Notary filing - D Johnson	18.00
David Edeen Construction	Balance Refund/549 Minnow Path	128.54
Desert Mountain Corporation	39.06 tons ice slicer - SR	6,085.24
Employ, LLC	Temporary Labor - Recycling	4,533.98
Energy Laboratories, Inc	TOC Analysis 3/5/2019, WO# C19030169	160.00
Enviro-Clean Intermountain, LLC	Vac truck repair	165.80
Farmers Co-op Oil Co.	Fuel	14,627.77
Fastenal Industrial Supplies	Masterlocks, safety cones, cut guard gloves	229.62
Fort Bend Services, Inc	polymer	3,338.00
Fremont Motor Sheridan	replaced instrument panel 3.66 ST	739.21
George Neeson	Wellness Participation Reimbursement	100.00
Gillette News Record	Wyo Winter Rodeo Ads	1,016.04
Gillette Steel Center, Inc.	1/2 Hardox 450 plate U bolts	764.00
Grainger, Inc.	safety latch, warning label	100.44
Hach Company	Probe cable assembly, buffer solutions, pH probe	836.71
Heartland Kubota, LLC	generator supplies	99.47
High Land Inc.	repairs to cemetery irrigation system	637.45
HUB International Mountain States Limited	Notary Bond for D Johnson	50.00
InfoSend, Inc.	Billing Statements & Postage - February 2019	4,509.75
Inner Tree, LLC	tree care in Kendrick Park	4,000.00
Intermountain Sales, Inc	Listening Device to locate leak	17,304.00
Jack's Truck & Equipment	CREDIT-core charge,sender, terminal connector	378.35
Jackson Electric, Inc.	Pump repairs - landfill	267.90
JB Storage Containers, Inc	Relocated 40ft container at landfill	150.00
Jill W Chase	SPAC Coordinator Position - March 2019	1,000.00
John Deere Financial #1111308145	Uniforms - Jeans for Josh K. - 3 pair	119.93
Joshua Morgan	WGGA Conference per diem and mileage	262.52
Kalif Shrine Klowns	Reg fees for GJ-AL-PJ-GL-JS IAEI NFPA 70E Class	375.00
Kerek Ford	Podcast post-production episode 7	400.00
Kilpatrick Creations Inc.	Uniforms for new employee V.K. Sanitation/Recycling	237.49
Kois Brothers Equipment, Co.	sensor/12v truck vibrator and duel motor	2,802.46
Lamar Selig	State of Wyoming Electrical Training	75.00
Long Building Technologies , Inc.	Air Filters for station GLuhman	50.76
Luke A Goddard	Medical Doctor Coverage for March and April 2019	1,000.00
Madden Media	SEM Co-op Feb 2019	1,458.33
MAP, LLC	Contractual Services	2,174.63
Max Fire Apparatus, Inc.	Air switch ladder rack-flexible nylon tubing pump	609.72
McMaster-Carr Supply Co	oil level indicator	37.88
Memorial Hospital of Sheridan County	Occupational Health Testing/SANE exam	691.00
Meredith Corporation	Midwest Living Ad - March, April	3,750.00
Mueller Systems	Mueller MiNet fees for meter infrastructure	13,462.00
Mullinax Concrete Service & Irrigation	Hammer cover, washed rock	361.54
Municipal Emergency Services, Inc.	Parts for fire helmets GNeeson	466.25
Napa Auto Parts	parts for repairs	605.53
Norco, Inc	supplies	765.82
Olson's Pest Technicians	Monthly Service- BGWTP & Intake	210.00
One-Call of Wyoming	Tickets for February CDC Code CSH	49.50
O'Reilly Auto Parts	heated blade Unit 3.29-3.33- SR	236.00
Parker's Glass Shop Inc.	garage door glass - CSC	104.50
Pat Burke Trucking	Haul tires for proper disposal 3.19.19	700.00
Patrick Henderson	Reimbursement for Chamber Luncheon (Henderson)	17.00
Paul M Juergens	Reimb NFA-Guest Services Meal Ticket-April 2019	172.00
Peak Consulting	Citywide Training	2,350.00
Peterbilt of Wyoming	compressor, filter, o-ring- Unit 3.42- ST	486.50
Powder River Power Co	Hydraulic coupler/hose fittings	583.40
ProMec Services	Generator repair	125.52
Public Safety Center, Inc.	Exam gloves, knife boxes, coin envelopes	291.96

Rebecca Hartman	Wellness Participation Reimbursement	200.00
Rhonda M Gould	Logo/chevrons 9 shirts - Misslin and Snoozy	55.00
Ricoh USA, Inc.	Ricoh - March copier charges	465.61
Rocky Mountain Ambulance Service LLC	Ambulance Services - April 2019	10,000.00
Russell Industries Inc.	6 mechanical seal kits	1,615.25
SCS Engineers	Solid Waste Study - February 2019	12,530.00
Secure Shred	Shredding	95.34
Servall Uniform and Linen, Inc	Rug Service	231.89
Shaunessey Reeves	park cleaning services - March 4 - March 15, 2019	600.00
Shawn Parker	Meal reimbursement WY Gov Conference	273.65
Sheridan Blackburn	Tobacco Decoy 24 visits	240.00
Sheridan Commercial Co.	supplies	1,274.36
Sheridan Econ-O-Wash	laundary services	176.00
Sheridan Electric LLC	Install light fixture at Recycling Center	350.00
Sheridan Media	Fly Sheridan Marketing	235.00
Sheridan Motor Inc	oil change Unit 2.23 PD, radio install - 2.73- UM	169.07
Sheridan Newspapers Inc	Video for WYO Winter Rodeo	510.00
Sheridan Seed Co., Inc.	Straw for WYO Winter Rodeo	130.00
Sheridan Tent and Awning LLC	hydralic hammer cover	240.00
Source Office & Technology	Cartdridges and supplies	1,357.01
Stalker Radar	repair of 2 radar units	485.00
Steve's Truck Service Inc	Nox Sensor replace - Unit 3.7- WC	810.87
SWANA	Annual membership dues - Bill W. - Landfill	223.00
Tank Management Services	tank monitor inspection fuel tanks - CSC	450.00
Ted's Towing, LLC	Unit 43 towing - breakdown	75.00
Thatcher Company	Soda ash- (6) 50lb bags	4,389.64
The Fire Store	Fire Helmet and Leather Shields for helmets	793.13
The Lamar Companies	Billings billboard 3/5 - 4/1	377.00
Tire Rama	tire repairs	137.50
Tires for Reclamation, Inc.	Tire disposal 3.19.19	1,163.75
Top Office Products Inc	Copy charges	310.90
Tri State Truck & Equipment, Inc	fuel filters/chains and sprocket	665.66
Trihydro Corporation	Landfill Environmental Monitoring thru 2.23.2019	3,393.25
True West Publishing, Inc.	FP ad - April 2019	2,000.00
Tyler Technologies, Inc	Project Mgmt - Courts & Justice	2,500.00
Universal Products	Drug Terminator	4,200.00
Valley Motor Honda	Generator	1,999.00
VeriPic	Veripic 5 year renewal	12,127.50
VRM	1000 Hour service on Loader #4-86 Landfill	520.00
Way Oil Inc	starplex grease - howes additive and URSWC and ST	3,537.08
Winsupply of Sheridan Wy Co	Repair parts	1,836.70
Wood Group USA, Inc	professional computer programming	4,425.00
WWC Engineering, A Division of	CIP Update data collection, public Involvement/Piezometer monitor	5,281.44
Wyo Ag Services, LLC	snow removal - March 14, 2019	400.00
Wyoming Electric, Inc.	city shop heater - sign shop	759.00
Wyoming Machinery Co	cutting edge, nuts, bolts Unit 4.40-4.39 ST	2,062.61
Xerox Corporation	Xerox lease and copies - Feb	170.00
Zowada Plumbing & Heating Inc	UM water turn off	84.00
Grand Total:		**223,415.41**

Prepaids 03-14-19

Vendor Name	Description	Total
CenturyLink Communications, LLC	scada lines and extensions	529.48
Montana Dakota Utilities	Numerous electric bills	16,598.56
State of Wyoming	Loan CWSRF-152 Payment #1	135,789.95
Grand Total:		**152,917.99**

Prepaids 03-21-19

Vendor Name	Description	Total
Caterpillar Financial	CAT 930K Loader #RHN02563 Payment #5 & Balloon	98,660.82
CenturyLink Communications, LLC	SCADA Lines and Extensions	431.58
Montana Dakota Utilities	pump stations/numerous electric bills/Loucks St Reconst	39,902.52
YMCA	Contribution - Living Our Cause Aquatic Campaign	250,000.00
Grand Total:		**388,994.92**

Regular Payroll 03-29-19

Vendor Name	Total
Aflac	1,458.90
Blue Cross Blue Shield of Wyoming	440.74
Child Support-Ohio	196.14
CITCO FCU	1,795.13
IRS 941	73,659.31
Orchard Trust	4,798.96
Vantagepoint Transfer Agents 300698	7,074.66
VSP	10.58
Workers' Safety &	9,649.83
Wyoming Retirement System	62,603.76
Wyoming State Disbursement Unit	306.45
Grand Total:	**161,994.46**

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

7. Community Update

A. Office Administrator Dan Lindly presented an update on the Sheridan County Juvenile Justice Center.

8. Staff Update

A. City Engineer Hanns Mercer presented an update on the Capital Improvement Program (CIP) Community Survey.

Old Business:

9. Utilities Director Dan Roberts presented an update to Council. Councilor Shafer moved, seconded by Councilor Martin, for the Consideration of the Second Reading of Ordinance #2199 Amending Ordinance #2184 - Wireless Communications Facilities. Council approved the motion: roll call vote: unanimous.

New Business:

10. Public Works Director Lane Thompson delivered a presentation. Councilor Beaver moved, seconded by Councilor Shafer, for the Consideration of Memorandum of Understanding Between City of Sheridan and SCSD2 for the Hill Slide Stabilization Project. Council approved the motion: voice vote: unanimous.

11. Public Works Director Lane Thompson delivered a presentation. Councilor Bridger moved, seconded by Councilor Henderson, for the Consideration of the Award of the 2019 Concrete Replacement Project to Custom Concrete LLC. Council approved the motion: voice vote: unanimous.

12. Public Works Director Lane Thompson delivered a presentation. Councilor Martin moved, seconded by Councilor Shafer, for the Consideration of the Award of the 2019 Pavement Maintenance Project (Rotomill & Overlay) to Simon Contractors. Council approved the motion: voice vote: unanimous.

13. City Treasurer Karen Burtis delivered a presentation. Mayor Roger Miller opened a Public Hearing at 7:51 P.M. There were no comments from the public. The Public Hearing was closed at 7:52 P.M. Councilor Henderson moved, seconded by Councilor Bridger, for the Consideration of Resolution #14-19 Approving FY19 Budget Revision #2. Council approved the motion: voice vote: unanimous.

14. Council Comments and Requests for Future Agenda Items.

A. There were no comments from Council.

15. Comments from the public.

A. There were no comments from the public.

16. Councilor Beaver moved, seconded by Councilor Shafer, for the Executive Session per Wyoming State Statute 16-4-405, To Consider Accepting or Tendering Offers Concerning Wages, Salaries, Benefits and Terms of Employment During All Negotiations. Council approved the motion: voice vote: unanimous.

Council returned from Executive Session at 8:22 P.M.

17. Councilor Shafer moved, seconded by Councilor Beaver, to adjourn the meeting at 8:22 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

Treasurer

MEMORANDUM

Project Name:	Claims
From:	
To:	Mayor and Council
CC:	
Date:	04/09/2019

Attachments

Claims
Prepaids
Payroll

City of Sheridan
Claims paid on 04/16/19

Sum of Amount		
Vendor Name	Description	Total
Aaron Ashear	Deposit Refund/1350 Victoria St.	17.77
Ace Hardware-Newkirk	8 inch standard duty tie	14.37
ACT Communications	Telephone and internet	203.51
AlphaGraphics of Wyoming	Social Media Management for March 2019/statement of rights forms	2,346.55
Alyssa Wright	Balance Refund/1977 Edwards Dr. #C	50.98
Andrew W Lindberg	Reimb supplies for hose deployment prop	41.44
Angela Fort	Deposit Refund/104 W 14th St.	9.88
Arlie Johnson	Golf Pass Refund/Sr. Single, Cart	731.00
Axis Forensic Toxicology, Inc	Lab Results - 19P001627	320.00
B&B Leasing Company	Copier Lease 47th Payment April 2019	155.43
Big Horn Sanitation	pump south park, dump fee	314.50
Bighorn Design Studio	Black baseball hats - Embroidered with City Logo/safety vests	324.00
Brian James Golf Proffessional LLC	Golf Professional Service May 2019	6,700.00
Brian Kempton	Balance Refund/1935 Edwards Dr. #A	56.13
Brian's Boot & Shoe	Steel toe work boots for Stacy-Landfill	139.45
Burns & Mc Donnell	Landfill diversion calculations-services thru 2.28	1,908.00
C & K Equipment	Bobcat rental two weeks recycling	1,600.00
Carolyn A. Byrd	Board of Adjustment minutes	75.00
Carquest Auto Parts	parts and supplies	1,359.00
Carroll Realty	Balance Refund/1689 North Heights Way	25.83
Cascadia Partners, LLC	code audit expenses	1,031.98
Cave Creek Ranch	Balance Refund/1367 Big Goose Rd.	21.04
Charles Luxmoore	Balance Refund/1040 S Thurmond St.	54.58
Charter Communications, Inc.	Monthly Bill	14.83
Comtronix	Alarm monitoring/fire alarm system monitoring	510.00
Crescent Electric	GE lamp, Cooper LTG crosstour LED	457.47
Croell Redi-Mix Inc.	Leak repair - Hillpond	7,280.00
Daker Staggs	Deposit Refund/2020 Bungalow Village Ln.	90.00
Dana Kepner Company	Meter coupling, Prv repairs kits	4,445.00
David Winders	Balance Refund/18 Pine Ln.	24.38
Dennis Luszcz	Balance Refund/1873 Meadowlark Ln.	47.54
Dog & Cat Shelter	Balance Refund/WW Acct# 1245	20.82
DRM, Inc.	Balance Refund/Watercard acct	188.43
Dustbusters Inc	ice kicker - SR	11,213.66
Ed Hammer Inc	repairs	4,714.43
Elder Care, Inc	Balance Refund/561 Avoca Ave. #IRRG	72.09
EMH Pro Cleaning	Monthly Janitorial - March	1,450.00
Employ, LLC	Temporary Labor	6,286.67
Environmental Resource Associates	DMR QA tests for lab certification requirements	1,084.30
FAO, USAED, Omaha District	Cost Share for Restoration Design ACOE 1135:	30,000.00
Farmers Co-op Oil Co.	Fuel	13,644.78
Fastenal Industrial Supplies	parts and supplies	905.25
Flood Marketing, LLC	Video Recording Svcs - Mar 2019	1,500.00
Foot of the Bighorns	Shoes for Fred John	150.00
Gabriel Legler	Reimb station boots for GLegler Inv 7262	188.99
Galls, LLC	Shirts and nametag	168.45
Habitat for Humanity	Deposit Refund/476 Marion St.	90.00
Hawkins Inc	Hypochlorite and Bisulfite chemical	4,228.68
Herman Terhaar	Balance Refund	103.68
Home Depot	Balance Refund/WW Acct #101	467.25
InfoSense, Inc.	Renewal SL rat license	800.00
Inland Truck Parts Company	ujoint kit - unit 3.74- ST	42.15
International Code Council, Inc.	ICC Study guides	147.50
Jack & Martha Cremer	Balance Refund/556 W Loucks St.	130.56
Jack's Truck & Equipment	end yoke unit 3.74-ST, Eco- III replacement elemnt	503.29
Jackson Electric, Inc.	Trouble shot outlet circuit for methane skid	225.00
Jacques Erramouspe	Deposit Refund/911 W 11th St.	43.42
James Hill	travel to thermopolis for interview	27.50
James M. Maher	SPAC Purchase of Sculpture - Dream of Flight	12,750.00
Jennifer Schantz	Deposit Refund/334 E Burkitt St.	90.00
Jeremy Kmett	Fuel to Douglas for Challenge course	24.71
John & Tami Weston	Refund/1344 Circle 3 Dr.	153.87

Vendor Name	Description	Total
John Deere Financial #1111308145	Uniform pants for Colee-Landfill	139.96
Jon Syring	Collar Insignia-hat strap-sleeve strip LG-CB	63.24
Joyce Clemons	Balance Refund/2012 Quail Ct	61.39
Julianne Johnston	Balance Refund/1351 Ridgeway Ave	45.50
Kalif Shrine Klowns	NFPA 70 Electrical Safety Training - Joe & Fred	150.00
Kerns Law Office, LLC	Legal Services for March 2019/firefighter negotiations	14,846.25
Kevin Bare	Wellness Participation Reimbursement	150.00
Kilpatrick Creations Inc.	Clothing for firemen Inv 185274	3,807.25
Knecht Home Center	trimmer kit and tool repair	290.22
Kois Brothers Equipment, Co.	limit switch unit 3.17 / air actuator 3.15 WC	788.40
L J Wright Ironworks & Design, Inc.	fabricate gate unit 4.30- ST	384.60
Lance Toivenen	Deposit Refund/1239 Emerson St.	6.14
Lannan's Supply	New locator/paint	992.44
Long Building Technologies , Inc.	Troubleshoot of cooling tower alarm	236.00
Mac's Moving Acquisition, Inc	moved furniture from 3rd floor for carpet	50.00
Madden Media	SEM Package - March	833.33
MAP, LLC	Contractual Services	2,174.63
McMaster-Carr Supply Co	U-bolt, angle iron, threaded rod	215.93
Mike Peacock	Balance Refund/656 S Canby St.	32.10
Montana Dakota Utilities	N Sheridan Interchange/numerous electric bills	19,363.21
Morgan Balmaceda	Deposit Refund/1357 Holloway Ave.	46.28
Naomi Miles	Balance Refund/943 Laclede St.	52.11
Napa Auto Parts	parts and supplies	755.92
New Accents Of Wyoming	Deposit Refund/250 N Main St.	82.31
Noah Hensley	Deposit Refund/338 E Heald St.	46.72
Norco, Inc	supplies	601.41
Northern Wyoming Community College	SEEDA Administrator Contribution - February 2019	3,173.44
Office Shop Inc	IRAC350P Contract Period 3/1/19-3/31/19 use/over/copy charges	476.04
Office Shop Leasing	Lease Payment 22 of 60 bldg dept	111.08
Pamela Baba	Balance Refund/104 E Heald St.	131.09
Paul Bowers	Deposit Refund/989 W Loucks St.	17.43
Paula Castro	Deposit Refund/1953 Edwards Dr #D	22.31
Philip & Sharon Plett	Balance Refund/1137 S Thurmond St.	58.38
Porter, Muirhead, Cornia & Howard	Final Bill for FY2018 Audit	27,700.00
Powder River Power Co	parts	861.46
Rachel Payne	Deposit Refund/354 W Heald St.	6.47
Rapid Fire Protection, Inc.	sprinkler and backflow inspection	270.00
Regan Haswell	Balance Refund/2011 Skyview West Dr.	38.27
Respond First Aid Systems of Wyoming	First Aid supplies-Sanitation/Recycling	64.74
Rhonda M Gould	Sewed patches and chevrons on jacket	17.50
Ridgepoint Consulting, LLC	R&O for 2019 Pavement Maintenance #4701	8,215.00
River Oaks Communications Corporation	Wireless cell tower ordinance fees	3,916.50
Russell Industries Inc.	North Lift pump repair	250.26
Secure Shred	shredding for Treasurer`s office-February 2019	146.16
Servall Uniform and Linen, Inc	Rug services	770.09
Shaunessey Reeves	cleaning parks March 18-29, 2019	650.00
Shawn Parker	Camera gear reimbursement	418.00
Sheridan Commercial Co.	parts and supplies	573.11
Sheridan County Historical Society and Museum	Grant for Museum Rack Cards	1,300.00
Sheridan County School Dist #2	Grant for Frosh Bball Tourney and Swim Meet	500.00
Sheridan Econ-O-Wash	uniform laundry - Bates -Pierce Shop	76.00
Sheridan Floor to Ceiling	City Hall Carpet two bellcourt 3 carpet	17,236.80
Sheridan Motor Inc	electrical problem, tire sensor, power steering/struts/control arms	8,820.56
Sheridan Newspapers Inc	Ads	3,742.45
Sheridan Printing Inc	business cards	117.00
Sheridan Transportation Taxi	Safe Rides for March	2,853.00
Sheridan-Johnson Critical Air Service Group	FY2019 Contribution 1 and 2 to support CAST	187,500.00
Skijoring America	Race fee and registration for Skijoring	902.51
Source Office & Technology	keyboard, mouse, supplies/paper	252.01
State of WY - Judicial Systems Automation Acct	Court Automation Fund 03.2019	3,620.00
State of Wyoming	Loan DWSRF-156 Payment #1	174,731.58
Steve Nedved	Deposit Refund/8 W Nebraska St.	73.34
Steve's Truck Service Inc	3-19 repair, replace turbo sensor/ac compressor	1,020.25
Swagit Productions, LLC	Video Recording Svcs - Mar 2019	1,295.00
SWANA	Annual membership dues for Steve Hyatt	223.00
Team Laboratory	road patch - ST	897.50
The Lamar Companies	Billboards	2,583.00
Thomas J Klepperich	Municipal Court Judge Billing March 2019	2,540.00

Vendor Name	Description	Total
Tire Rama	tire repair Unit 3.81- WWTP, tires unit 3.8 WC	920.37
TNFF 14 Inc.	New Fly Fisher Episode	4,000.00
Top Office Products Inc	copy charges	414.79
Transaction Warehouse, Inc	Web Payment Transaction Fee, Mar 2019	2,859.30
Travis & Elaine Holler	Balance Refund/1136 Emerson St.	5.00
Tri State Truck & Equipment, Inc	filter unit 4.42- Recycle	37.08
Tyler Myers	Deposit Refund/1744 S Thurmond Ave.	11.93
Verizon Wireless	Aircards for MDC`s	578.80
Vertical Door Solutions, Inc.	fix garage doors	480.50
Victim Services	Crime Victims Fund 03.2019	440.00
Water Products, Inc	Water	35.00
Way Oil Inc	Diesel exhaust fluid - ST and WC	889.57
Wayne Coleman Construction, Inc.	2019 Crushing Recycle Material Landfill #4801	46,673.92
Wells Fargo Bank-CC	Credit card charges for March 2019	35,241.68
Wenck Associates, Inc.	Leopard St (Pipe bursting Lee`s) Design- #4741	338.25
Willie Harrison	Deposit Refund/2053 Bungalow Village Ln.	9.33
Wilson Bros. Construction, Inc.	Sheridan North End Utilities #4754	176,199.56
Winnifred Miller	Balance Refund/2010 Pheasant Draw Rd.	67.51
Winsupply of Sheridan Wy Co	clamps-ball valve-sleeve, pipe fittings	104.40
Wood Group USA, Inc	GIS professional services Feb 2019	8,417.50
WY Dept of Transportation	Administration fee for billboards	15.00
Wyoming Machinery Co	mileage fee Unit 4.39- ST	66.00
Xerox Corporation	Copier lease and copies - March	153.68
Grand Total		904,130.98

City of Sheridan
Prepaids paid on 03/27/19

Sum of Amount		
Vendor Name	**Description**	Total
Arete Design Group	Weatherby Building CA - #5315	**19,219.25**
Dick Anderson Construction Inc.	Weatherby Building Construction - #5315	**682,165.45**
Giorgis Properties, LLC	April Rent - Office Lease - Weatherby	**4,793.60**
Montana Dakota Utilities	Numerous Electric Bills	**691.68**
Pitney Bowes Inc	Postage for February 2019 for City Hall	**1,220.99**
Postmaster	QBRM Postage for Water Customer Surveys	**3,300.00**
Grand Total		**711,390.97**

City of Sheridan
Prepaids paid on 04/04/19

Sum of Amount		
Vendor Name	**Description**	Total
CenturyLink Communications, LLC	SCADA Lines and Extensions	**73.23**
Clinton Doyle	balance refund of overpayment	**1,371.29**
Jeff Schoen	Jeff Schoen Training in Denver Reinbursement	**474.60**
Law Office of Rex O. Arney	Board meeting, review Kennon Project Agreements	**760.00**
Montana Dakota Utilities	Pump stations, UM shop/numerous electric bills	**22,320.13**
Northern Wyoming Community College	SEEDA Administrator Contribution - February 2019	**12,885.58**
Pitney Bowes Inc	Postage Machine Lease 01/30/2019-04/29/2019	**760.29**
Porter, Muirhead, Cornia & Howard	SEEDA FY2018 Audit Service	**7,050.00**
Postmaster	Addt`l QBRM Postage for Water Customer Surveys	**500.00**
Grand Total		**46,195.12**

City of Sheridan
Prepaids paid on 04/09/19

Sum of Amount		
Vendor Name	**Description**	Total
Pat Ratliff	Water Meter Claim	**401.00**
Grand Total		**401.00**

City of Sheridan
Regular Payroll paid on 04/12/19

Sum of Amount		
Vendor Name	Description	Total
497-874-NCPERS Wyoming	Regular Payroll 04.12.19	320.00
Aflac	Regular Payroll 04.12.19	1,458.90
Blue Cross Blue Shield of Wyoming	Regular Payroll 04.12.19	84,700.67
Child Support-Ohio	Regular Payroll 04.12.19	196.14
CITCO FCU	Regular Payroll 04.12.19	3,095.13
First Federal Savings Bank	Regular Payroll 04.12.19	10,137.85
HealthEquity, Inc.	Regular Payroll 04.12.19	2,522.95
IRS 941	Regular Payroll 04.12.19	70,823.33
LegalShield	Regular Payroll 04.12.19	45.85
LOCAL 276, IAFF	Regular Payroll 04.12.19	750.00
Nationwide	Regular Payroll 04.12.19	72.12
Optum Bank, Inc.	Regular Payroll 04.12.19	722.93
Orchard Trust	Regular Payroll 04.12.19	4,898.96
Police Protective Assoc.	Regular Payroll 04.12.19	55.00
Security State Bank	Regular Payroll 04.12.19	156.25
Sunlight Federal Credit Union	Regular Payroll 04.12.19	1,861.70
Vantagepoint Transfer Agents 300698	Regular Payroll 04.12.19	7,134.03
VSP	Regular Payroll 04.12.19	1,104.84
Workers' Safety &	Regular Payroll 04.12.19	9,763.65
Wyo Educator's Benefit Trust	Regular Payroll 04.12.19	1,159.62
Wyoming Retirement System	Regular Payroll 04.12.19	62,872.89
Wyoming State Disbursement Unit	Regular Payroll 04.12.19	658.37
Grand Total		264,511.18

CITY OF SHERIDAN, WYOMING

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

Police

MEMORANDUM

Project Name:	Proclamation for Dispatch Week - Chief of Police Richard Adriaens
From:	Richard Adriaens, Police Chief
To:	Mayor and Council
CC:	City Administrator Mark Collins
Date:	04/12/2019

Attachments

Telecommunicators Week Proclamation

City of Sheridan, WY

PROCLAMATION

WHEREAS, professional telecommunicators perform a critical function when an emergency occurs requiring law enforcement, fire, or ambulance as well as those related to forestry, highway safety and maintenance activities; and

WHEREAS, thousands of dedicated telecommunicators daily serve the citizens of the United States by answering their calls for police, fire, emergency medical services and by dispatching the appropriate assistance as quickly as possible; and

WHEREAS, professional telecommunicators are critical to the City of Sheridan, WY and the County of Sheridan, WY's emergency response and homeland security services, dispatching law enforcement, firefighters, emergency medical services, and other emergency responders 24 hours a day, seven days a week; and

WHEREAS, professional telecommunicators are not visible as the men and women who arrive on the scene of emergencies, but provide the vital link to public safety services as part of the first responder team.

NOW, THEREFORE, BE IT RESOLVED that the Mayor for the City of Sheridan, WY and the Council for the City of Sheridan, WY do hereby proclaim the week of April 14-20, 2019 as

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

in Sheridan, WY in honor and recognition of our Telecommunicators and the vital contributions they make to the safety and well being of our citizens.

Dated at Sheridan, WY the 15th day of April, 2019

Mayor Roger Miller and the Sheridan City Council

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:	Sales and Use Tax Update - City Treasurer Karen Burtis
From:	Karen Burtis, City Treasurer
To:	Mayor and Council
CC:	City Administrator Mark Collins
Date:	04/12/2019

Attachments

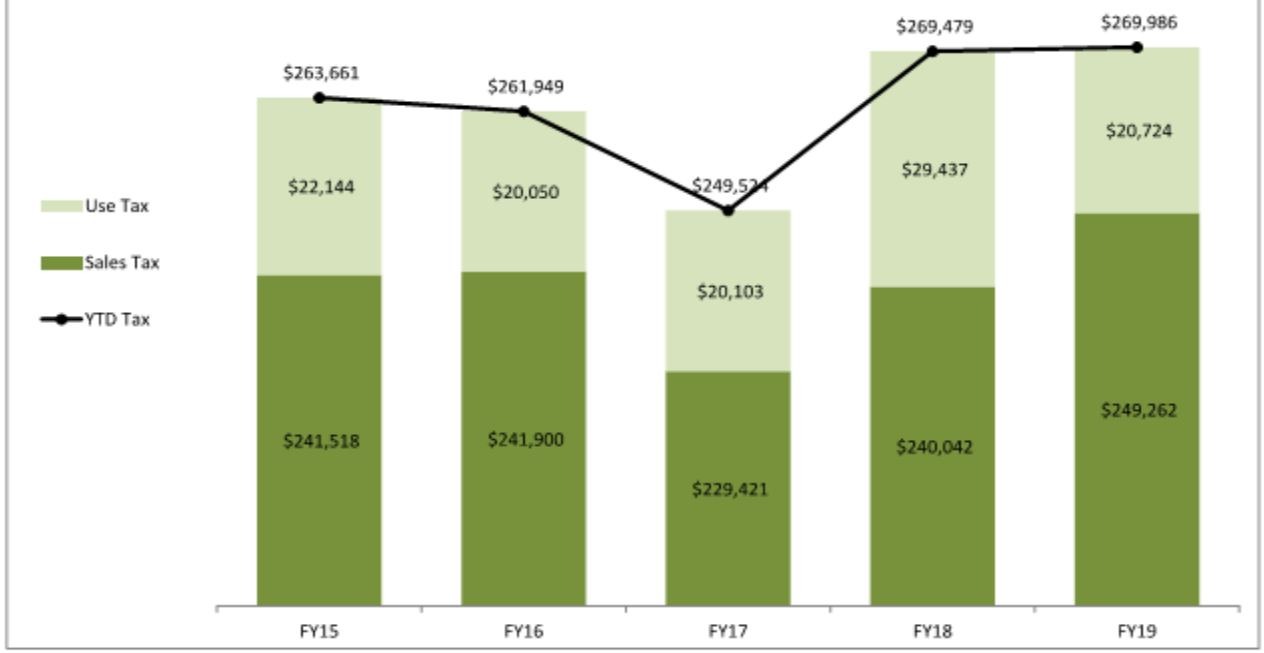
Tax Usage Graphs 2019

City of Sheridan
Tax Revenue Report
April 2019

General Fund Monthly Sales and Use Tax Revenues

	Budgeted Revenues Apr-19	Actual Revenues Apr-19	Prior Year Actual Revenues Apr-18	Variance FY18 - FY19
Sales Tax	$ 249,000	$ 249,262	$ 240,042	3.8%
Use Tax	$ 21,875	$ 20,724	$ 29,437	-29.6%
Total	**$ 270,875**	**$ 269,986**	**$ 269,479**	**0.2%**

Historical Perspective of Monthly Sales and Use Tax Revenues



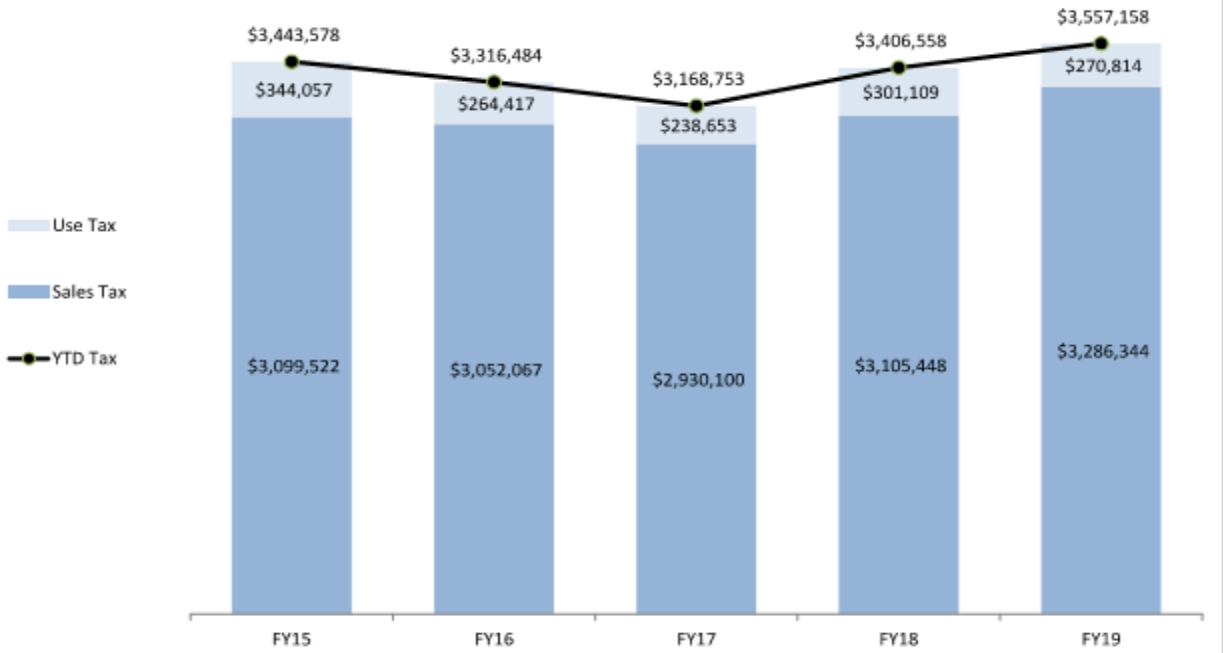
City of Sheridan
Tax Revenue Report
April 2019

General Fund Year-To-Date Sales and Use Tax Revenues

	Budgeted Revenues YTD FY19	Actual Revenues YTD FY19	Prior Year Actual Revenues YTD FY18	Variance FY18 - FY19
Sales Tax	$ 3,196,125	$ 3,286,344	$ 3,105,448	5.8%
Use Tax	$ 298,445	$ 270,814	$ 301,109	-10.1%
Total	**$ 3,494,570**	**$ 3,557,158**	**$ 3,406,558**	**4.4%**

4.4% increase

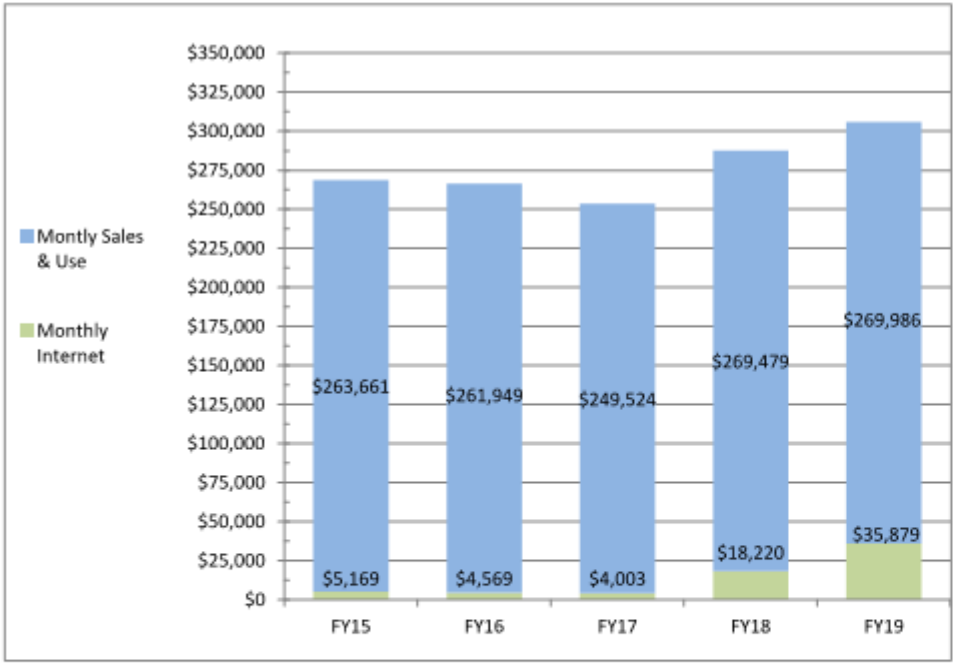
Historical Perspective of Year-To-Date Sales and Use Tax Revenues



City of Sheridan
Tax Revenue Report
April 2019

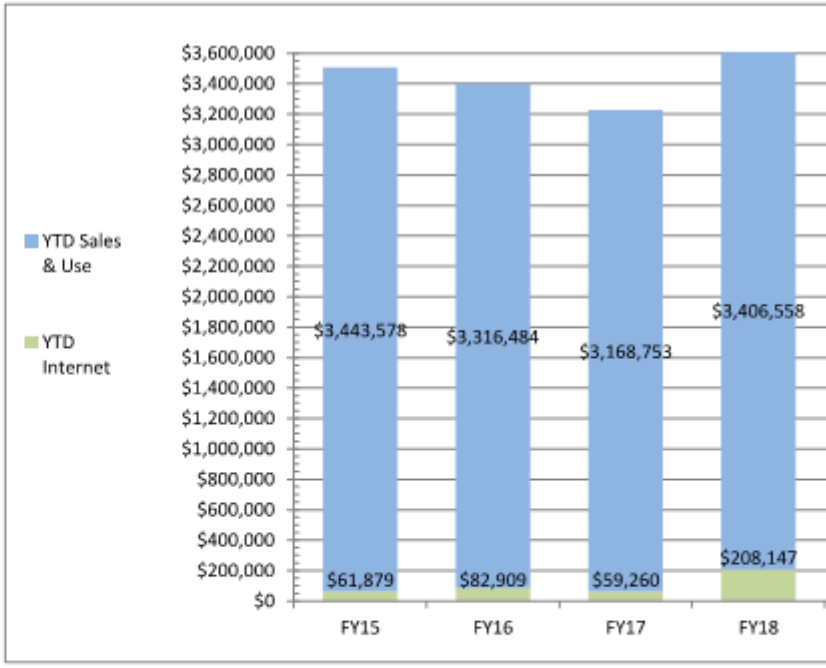
Monthly Internet Tax Compared to Total Sales & Use Tax

	FY17 Apr-17	FY18 Apr-18	FY19 Apr-19	Variance FY18 - FY19
Internet Tax	$ 4,003	$ 18,220	$ 35,879	96.9%
Sales & Use Tax	249,524	269,479	269,986	0.2%
Percentage	1.60%	6.76%	13.29%	96.5%



YTD Internet Tax Compared to Total Sales & Use Tax

	FY17 YTD	FY18 YTD	FY19 YTD	V FY
Internet Tax	$ 59,260	$ 208,147	$ 291,179	
Sales & Use Tax	$ 3,168,753	$ 3,406,558	$ 3,557,158	
Percentage	1.87%	6.11%	8.19%	



City of Sheridan
Sales & Use Tax Revenue Report
April 2019

Select Municipalities Comparison

	FY18	FY19	%
Sheridan	$ 269,479	$ 269,986	0%
Buffalo	$ 106,505	$ 168,174	58%
Riverton	$ 165,195	$ 135,299	-18%
Gillette	$ 1,619,279	$ 1,951,355	21%
Douglas	$ 411,287	$ 779,978	90%
Casper	$ 1,138,351	$ 1,323,236	16%
Cheyenne	$ 1,257,653	$ 1,516,814	21%
Laramie	$ 386,347	$ 384,073	-1%
Jackson	$ 572,730	$ 615,679	7%
Cody	$ 148,672	$ 146,399	-2%
Green River	$ 349,260	$ 499,952	43%
Rock Springs	$ 642,873	$ 920,247	43%

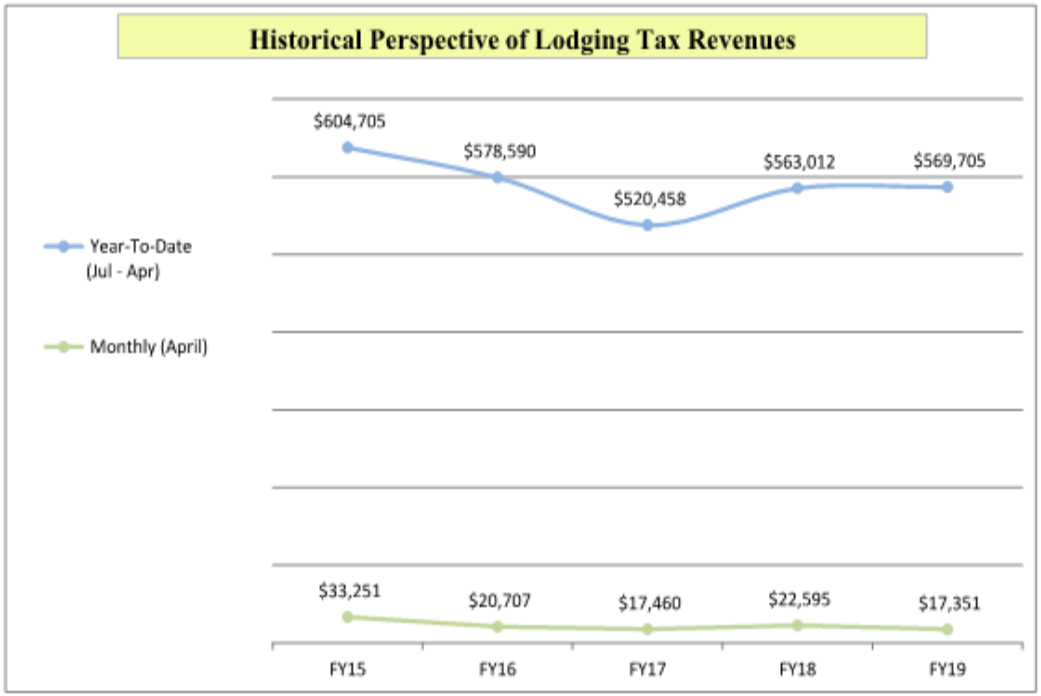
City of Sheridan
Tax Revenue Report
April 2019

Monthly Lodging Tax Revenues

	Budgeted Revenues Apr-19	Actual Revenues Apr-19	Prior Year Actual Revenues Apr-18	Variance FY18 - FY19
Lodging Tax	$ 24,090	$ 17,351	$ 22,595	-23.2%

Year-To-Date Lodging Tax Revenues

	Budgeted Revenues YTD FY19	Actual Revenues YTD FY19	Prior Year Actual Revenues YTD FY18	Variance FY18 - FY19
Lodging Tax	$ 596,244	$ 569,705	$ 563,012	1.2%



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 Third and Final 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:	04/11/2019

Recommendation:

Staff recommends that the Mayor and City Council approve, on third and final reading, 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 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).

No further comments or opposition to any of the proposed regulations within the Ordinance have been received by staff. As such, the version approved at second reading remains unchanged.

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:	Consideration of Letter of Support for the Proposed Sheridan Innovation Center - WTBC Executive Director Scot Rendall
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	City Administrator Mark Collins
Date:	04/11/2019

Attachments

WBC Letter of Support

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

CITY OF Sheridan WYOMING

Ph. (307) 674-6843
Phone: 307.675.4202
Fax: (307) 674-2192
Fax: 307.675.4270
www.sheridanwy.net
www.Sheridanwy.net

April 12, 2019

Wyoming Business Council
214 W. 15th Street
Cheyenne, WY 82002

Wyoming Business Council,

The City of Sheridan is pleased to submit this letter of support on Sheridan County's application for the Innovation Center Pilot Program offered through the Wyoming Business Council.

We believe strongly in the development of entrepreneurship within our business community. We want to ensure our efforts from the past four years continue without a lapse in services through the Wyoming Technology Business Center.

We are committed to working with Sheridan County as an active funding partner and as such we will work closely with the County to ensure the Sheridan Innovation Center is delivering on the required metrics and milestones outlined in the application.

As a vested partner in entrepreneurial development, we believe the Innovation Center concept offers the ability to offer programs and services in line with our local business community. Having the ability to provide direct input and oversight of the program ensures our effort will correlate with the needs and opportunities of our local economy.

Sheridan has had a successful track record attracting new businesses to our area over the past several years. Small businesses have experienced growth in part because our local economy is more diverse than other Wyoming communities. We are confident that our economic environment is perfect for continued business incubation, growth and vitality.

We ask you to fully support Sheridan County's application requesting $125,000 per year over a two-year period. We remain committed to ensuring our funding commitment remains intact in order to ensure success and commitment on a local level.

Sincerely,

Roger Miller, Mayor
City of Sheridan

CITY OF SHERIDAN, WYOMING

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

Utilities

MEMORANDUM

Project Name:	Consideration of a Master Governmental Lease-Purchase Agreement with Wells Fargo Bank, N.A. for the TANA E380 Landfill Compactor - Utilities Director Dan Roberts
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	
Date:	04/11/2019

Recommendation:

Staff recommends that the Mayor and City Council approve a Master Governmental Lease-Purchase Agreement between Wells Fargo Bank, N.A. and the City of Sheridan for the lease-purchase of a TANA E380 Landfill Compactor totalling $932,630.25 over the lease term.

Background:

The City utilizes a piece of equipment called a "landfill compactor" to compact its waste at the landfill. 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.

The City recently solicit proposals 7-year lease proposals from all vendors of landfill compactors. Through that process, the City selected Humdinger Equipment LLC and their offering of a Tana E380 compactor. Their proposed purchase price was $825,464.46 with a lease terms that was one of the most competitive among all the vendor proposals. For comparison, staff solicited lease proposals of the Tana E380 from local banking institutions. In doing so, received the most favorable proposal from Wells Fargo Bank, N.A. consisting of 3.39% interest rate over a 7-year term with a balloon payment of $125,000.00 at the end of the lease term. The seven (7) annual payments of $115,375.75 proposed are under projected annual budgets for this equipment's lease. An eighth (8th) payment, being the balloon payment, would be paid if the City desired to retain/purchase the compactor at the end of the lease.

Provided for City Council consideration and approval are the required Master Governmental Lease-Purchase Agreement documents.

Funding:

The Solid Waste Fund financial plan assumes an indefinite lease payment for a landfill compactor which we budget for annually as debt service within the Solid Waste Administration budget. That budgeted payment is presently $118,000 per year. The annual payment obtained through this lease agreement with Wells Fargo will be a less payment of $115,375.

Attachments

Master Governmental Lease Purchase Agreement

Supplement to Master Governmental Lease-Purchase Agreement

Exhibit A Master Governmental Lease-Purchase Agreement

Master Governmental Lease Purchase Agreement

Wells Fargo Bank, National Association | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

Master Governmental Lease Purchase Agreement Number 383645 dated as of April 3, 2019

Name and Address of Lessee:
City of Sheridan
55 Grinnell Place
Sheridan, WY 82801

Master Governmental Lease Purchase Agreement Provisions ("Master Lease")

1. LEASE. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, the personal property described in a Supplement or Supplements to this Master Lease from time to time signed by Lessor and Lessee upon the terms and conditions set forth in this Master Lease and in the related Supplement (such property together with all replacements, substitutions, parts, improvements, repairs, and accessories, and all additions incorporated therein or affixed thereto being referred to herein as the "Equipment"). Each Supplement shall constitute a separate lease incorporating the terms of this Master Lease. References in this Master Lease to "this Lease", "hereunder" and "herein" shall be construed to mean a Supplement which incorporates this Master Lease. Lessee's execution of a Supplement shall obligate Lessee to lease the Equipment described therein from Lessor. No Supplement shall be binding on Lessor unless and until executed by Lessor. Anything to the contrary notwithstanding, Lessor shall have no obligation to accept, execute or enter into any Supplement or to acquire or lease to Lessee any equipment. Except as otherwise required by applicable law, upon Lessee's acceptance of the Equipment under the Lease, title to all Equipment shall vest in Lessee subject to Lessor's rights hereunder.

2. TERM. The term of this Lease shall begin on, and interest shall accrue from, the rent commencement date shown in the applicable Supplement and shall continue for the number of consecutive months from the rent commencement date shown in such Supplement unless earlier terminated as provided herein. Upon agreement by Lessor and Lessee as to any Equipment to be acquired and leased by Lessee under this Lease, Lessor and Lessee may enter into an escrow agreement establishing a fund from which the Total Cost for such Equipment is to be disbursed in accordance with disbursement requests as provided therein, and an amount equal to the Total Cost for such Equipment is to be deposited therein by Lessor. Lessee agrees that the rent commencement date may be left blank when Lessee executes the related Supplement and hereby authorizes Lessor to insert the rent commencement date, which shall be the date Lessor disburses the Total Cost or deposits such amounts into an escrow fund as provided herein, irrespective of when the Equipment is accepted by Lessee. When the Equipment under this Lease has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor a delivery and acceptance certificate.

3. RENT; NON-APPROPRIATION. Lessee shall pay as basic rent for the term of this Lease the amount shown in the related Supplement as Total Basic Rent, subject, however to the provisions of this paragraph 3. As set forth in the related Supplement or an exhibit thereto, each basic rental payment consists of principal and interest portions. The Total Basic Rent shall be payable in installments each in the amount of the basic rental payment set forth in the related Supplement plus sales and use tax thereon (if applicable). Lessee shall pay advance installments and any security deposit, each as shown in the related Supplement, on the date it is executed by Lessee. Subsequent installments shall be payable on the first day of each rental payment period shown in the related Supplement beginning after the first rental payment period; provided, however, that Lessor and Lessee may agree to any other payment schedule, in which event they shall be set forth in the Supplement.

Lessee is obligated only to pay basic rental payments and other amounts due under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay the basic rental payments and other amounts due under this Lease for any fiscal period during the term of this Lease (an "Event of Non-Appropriation"), this Lease shall be deemed terminated at the end of Lessee's then current fiscal period. Lessee agrees to deliver notice to Lessor immediately (and in no case later than 30 days prior to the end of Lessee's then current fiscal period) of the occurrence of an Event of Non-Appropriation under this Lease. If an Event of Non-Appropriation occurs with respect to this Lease, Lessee shall return the Equipment in accordance with paragraph 14. Lessee currently intends, subject to this paragraph, to pay all basic rental payments for the term of the Lease, and reasonably believes that legally available funds in an amount sufficient to pay all basic rental payments and other amounts due during the term of this Lease can be obtained. Lessee currently intends to do all things lawfully within its power to obtain and maintain legally available funds from which the basic rental payments and other amounts due under this Lease may be paid, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding anything herein to the contrary, the decision whether or not to budget and appropriate funds and continue the term of this Lease is within the discretion of the governing body of Lessee.

Lessor and Lessee understand and intend that the obligation of Lessee to pay basic rental payments under this Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

THIS AGREEMENT INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

Lessor: Wells Fargo Bank, National Association

_____
By

_____
Title

Lessee: City of Sheridan

_____
By

_____
Title

4. SECURITY DEPOSIT. Lessor may apply any security deposit toward any obligation of Lessee under any Supplement and shall return any unapplied balance to Lessee without interest upon full satisfaction of all of Lessee's obligations.

5. NO WARRANTIES. Lessee agrees that it has selected each item of Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSEE ACKNOWLEDGES THAT: LESSOR IS ACTING ONLY AS A FINANCING SOURCE WITH RESPECT TO LESSEE'S ACQUISITION OF THE EQUIPMENT; LESSOR IS NOT THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT NOR A DEALER THEREIN; THE EQUIPMENT IS OF A SIZE, DESIGN, CAPACITY, DESCRIPTION AND MANUFACTURE SELECTED BY THE LESSEE; LESSEE IS SATISFIED THAT THE EQUIPMENT IS SUITABLE AND FIT FOR ITS PURPOSES; AND LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR AS TO THE QUALITY, CONDITION OR CAPACITY OF THE EQUIPMENT OR THE MATERIALS IN THE EQUIPMENT OR WORKMANSHIP OF THE EQUIPMENT, TITLE TO THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY ANY EQUIPMENT OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OR OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY SUCH MAINTENANCE, REPAIRS, SERVICE OR ADJUSTMENT, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. LESSOR SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING ANY LIABILITY FOR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT. No defect or unfitness of the Equipment and no failure on the part of the manufacturer or the shipper of the Equipment to deliver the Equipment or any part thereof to Lessee shall relieve Lessee of the obligation to pay rent or any other obligation hereunder. Lessor shall have no obligation in respect of the Equipment and shall have no obligation to install, erect, test, adjust or service the Equipment. Lessee shall look only to persons other than Lessor such as the manufacturer, vendor or carrier thereof should any item of Equipment for any reason and in any way be defective. To the extent permitted by the manufacturer and/or vendor and provided Lessee is not in default under the Lease, Lessor shall make available to Lessee all manufacturer and/or vendor warranties with respect to the Equipment.

6. LESSEE COVENANTS, REPRESENTATIONS AND WARRANTIES. (a) Affirmative Covenants. Lessee shall: (i) pay all shipping and delivery charges and other expenses incurred in connection with the Equipment and pay all lawful claims, whether for labor, materials, supplies, rent or services, which might or could if unpaid become a lien on the Equipment; (ii) comply with (x) all federal, state and local laws, regulations and rules relating to Lessee, the Equipment and/or its use, (y) all manufacturer's instructions and warranty requirements, and (z) the conditions and requirements of all policies of insurance relating to the Equipment and its use; (iii) mark and identify the Equipment with all information and in such manner as Lessor or its assigns may request from time to time and replace promptly any such markings or identification which are removed, defaced or destroyed; (iv) at any and all times during business hours, grant Lessor free access to enter upon the premises wherein the Equipment shall be located or used and permit Lessor to inspect the Equipment and all applicable maintenance records; provided, however, that Lessor shall have no obligation to inspect any Equipment or records; (v) maintain a system of accounts established and administered in accordance with generally accepted accounting principles and practices consistently applied; (vi) within one hundred and twenty (120) days after the end of each fiscal period, deliver to Lessor the audited financial statements of Lessee as at the end of and for such fiscal period, with accompanying notes to financial statements, each setting forth in comparative form the corresponding figures for the preceding fiscal period, in each case prepared in accordance with generally accepted accounting principles and practices consistently applied, and certified by an independent accounting firm; (vii) with reasonable promptness, furnish Lessor with such other information, financial or otherwise, relating to Lessee or the Equipment as Lessor shall reasonably request; and (viii) comply with all provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the United States Treasury Regulations thereunder applicable to excluding the interest component of the basic rental payments under this Lease from the recipient's gross income for federal income tax purposes.

(b) Negative Covenants. Lessee shall not (i) voluntarily or involuntarily create, incur, assume or suffer to exist any mortgage, lien, security interest, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting or with respect to the Equipment or this Lease or any of Lessee's interest thereunder, except those created under this Lease in favor of Lessor; (ii) permit the name of any person, association or corporation other than the Lessor or Lessee to be placed on the Equipment; (iii) part with possession or control of or suffer or allow to pass out of its possession or control any item of the Equipment or change the location (or alternatively, the garage or base location with respect to vehicles or mobile equipment) of the Equipment or any part thereof from the address shown in the applicable Supplement; (iv) ASSIGN OR IN ANY WAY TRANSFER OR DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS LEASE OR ENTER INTO ANY SUBLEASE OF ALL OR ANY PART OF THE EQUIPMENT; (v) change its name or address from that set forth above; or (vi) permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code.

(c) Representations and Warranties. Lessee represents and warrants to Lessor, that effective on the date on which Lessee executes this Master Lease and each Supplement: (i) Lessee is a state or political subdivision thereof within the meaning of Section 103(c) of the Code; (ii) Lessee has the power and authority under applicable law to enter into the transactions contemplated by this Master Lease and each Supplement and to perform all of its obligations hereunder and thereunder; (iii) the execution and delivery of this Master Lease and each Supplement and the performance of Lessee's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Lessee and are not in contravention of, and will not violate any judgment, order, law or regulation applicable to Lessee or result in a breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment pursuant to any loan agreements or indentures of Lessee, or any other contract, agreement or instrument to which Lessee is a party or by which it is bound; (iv) the person signing the Master Lease and each Supplement on behalf of Lessee is duly authorized; (v) all requirements have been met and procedures have occurred in order to ensure the enforceability of this Master Lease and each Supplement, and Lessee has complied with such public bidding requirements as may be applicable to the transactions contemplated by this Master Lease and each Supplement; (vi) Lessee has obtained all other approvals and consents as are necessary to consummate the Master Lease and each Supplement;(vii) this Master Lease and each Supplement constitute a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms; (viii) all information provided by Lessee to Lessor in connection with this Lease is true and correct; (ix) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in the trade or business of any other entity or person; (x) there are no suits pending or threatened against Lessee which, if decided adversely, might materially adversely affect Lessee's financial condition, the value, utility or remaining useful life of the Equipment, the rights intended to be afforded to Lessor hereunder or the ability of Lessee to perform its obligations under the Lease or any document delivered in connection with the Lease; (xi) no portion of the net proceeds of this Lease will be used to reimburse Lessee for any

payment made more than 60 days prior to the earlier of (I) the date Lessee executed the related Supplement or (II) any official action taken by Lessee or its governing body to evidence an intent to finance the Equipment described in the related Supplement; and (xii) in the event that the Total Cost of any Equipment includes a prepayment for updates, maintenance or support services with respect to computer software, the vendor thereof has confirmed to Lessee in writing (and such writing has been or will be delivered to Lessor) that the same maintenance, repair, extended warranty, updates or maintenance or support services, as applicable are regularly provided to non-governmental persons on the same terms.

7. TAXES. Lessee shall promptly pay when due, and indemnify and hold Lessor harmless, on an after-tax basis, all sales, use, property, excise and other taxes and all license, registration and governmental fees or charges now or hereafter imposed by any governmental body or agency upon the Equipment or its use, purchase, ownership, delivery, leasing, possession, storage, operation, maintenance, repair, return or other disposition of the Equipment, or for titling or registering the Equipment, or upon the income or other proceeds received with respect to the Equipment or this Lease or the rentals hereunder; provided, however, that Lessee shall not be required to pay taxes on or measured by the net income of Lessor. Lessee shall prepare and file all tax returns relating to taxes for which Lessee is responsible hereunder which Lessee is permitted to file under the laws of the applicable taxing jurisdiction. Upon the expiration or earlier termination of the Lease, Lessee shall pay to Lessor any such taxes accrued or assessed but not yet due and payable.

8. INDEMNITY. To the extent permitted by applicable law and subject to the provisions of paragraph 3 hereof, Lessee hereby agrees to indemnify and hold Lessor harmless (on an after-tax basis) from and against any and all claims, losses, liabilities (including negligence, tort and strict liability), damages, judgments, obligations, actions, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including attorneys' fees) arising out of, or in any manner connected with, or resulting directly or indirectly from, the Equipment, including, without limitation, the manufacture, purchase, lease, financing, selection, ownership, delivery, rejection, non-delivery, transportation, possession, use, storage, operation, condition, maintenance, repair, return or other disposition of the Equipment or with this Lease, including without limitation, claims for injury to or death of persons and for damage to property, whether arising under the doctrine of strict liability, by operation of law or otherwise, and to give Lessor prompt notice of any such claim or liability.

9. ASSIGNMENT. Lessor may sell or assign any or all of its interest in this Lease or sell or grant a security interest in all or any part of the Equipment, without the consent of Lessee; provided however, Lessor will deliver to Lessee written notice of an assignment. Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments with respect to this Lease in form necessary to comply with Section 149 of the Code. For this purpose, Lessee appoints Lessor to act as its registration agent, which appointment Lessor hereby accepts. Lessor agrees on Lessee's behalf to maintain such record of all assignments. Lessee agrees not to assert against any assignee of Lessor any setoff, recoupment, claim, counterclaim or defense Lessee may have against Lessor or any person other than such assignee. Lessee agrees that if it receives written notice of an assignment from Lessor, it will pay all Rent and other payments payable under each assigned Supplement to such assignee or as instructed by Lessor or the assignee identified in the notice received from Lessor. An assignee of Lessor shall have all rights of Lessor under the applicable Lease, to the extent assigned, separately exercisable by such assignee independently of Lessor or any assignee with respect to other leases. Upon any such assignment and except as may otherwise be provided therein all references in this Master Lease to Lessor shall include such assignee.

10. EQUIPMENT PERSONALTY. The Equipment shall remain personal property regardless of its attachment to realty, and Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Equipment as a result of its attachment to realty. If requested by Lessor with respect to any item of the Equipment, Lessee will obtain and deliver to Lessor waivers of interest or liens in recordable form, satisfactory to Lessor, from all persons claiming any interest in the real property on or in which such item of the Equipment is installed or located.

11. USE AND MAINTENANCE. Lessee will use the Equipment with due care and only for the purpose for which it is intended. Lessee will, by qualified personnel, use, maintain, repair, modify (to the extent permitted or required herein) in accordance with prudent practices (but in no event less than the same extent to which Lessee maintains other similar equipment owned or leased by it) and for the purpose for which such Equipment was designed, in compliance with insurance policies, manufacturer's specified maintenance programs, warranties and applicable laws, and shall keep the Equipment in as good repair, condition and working order as when originally received by Lessee, ordinary wear and tear excepted, and will furnish and replace all parts of the Equipment as may from time to time become worn out, lost, stolen, destroyed or damaged or unfit for use, all at its expense. Lessee shall, at its expense, make all modifications and improvements to the Equipment required by law. Lessee may, at its sole cost and expense, make any modifications to the Equipment, provided that such modifications (a) are readily removable without causing damage to the Equipment, (b) do not reduce the value, utility, marketability or remaining useful life of the Equipment, and (c) are of a kind that customarily are made by lessees or purchasers of equipment similar to the Equipment. All parts, modifications and improvements to the Equipment shall, when installed or made, immediately become part of the Equipment for all purposes; provided, that any modification not required by law shall if requested by Lessor be removed by Lessee and any damage to the Equipment resulting from such removal shall be repaired prior to the return of the Equipment to the Lessor. The Equipment shall not be used outside of the United States without Lessor's prior written consent.

12. LOSS OR DAMAGE. No loss or damage to the Equipment or any part thereof shall affect any obligation of Lessee under this Lease, which shall continue in full force and effect. Lessee shall advise Lessor in writing within five (5) days of any item of Equipment becoming lost, stolen or damaged and of the circumstances and extent of such damage. In the event any item of Equipment shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment (each, a "Loss"), Lessee shall promptly pay Lessor from insurance proceeds and other legally available funds, within ten (10) days after demand by Lessor, a payoff amount equal to the Termination Balance (as set forth on the related Supplement or an exhibit thereto) with respect to such item of Equipment (as determined by Lessor based on the Total Cost of such Equipment) as of the rental payment due date immediately preceding the date of Loss, plus accrued interest thereon at the annual rate set forth on the related Supplement or an exhibit thereto from such rental payment due date through the date of payment to Lessor, computed on the basis of a 30 day month and 360 day year. Upon payment of such amount to Lessor, such item shall become the property of Lessee, Lessor will release or transfer to Lessee, without recourse or warranty, all of Lessor's right, title (if any) and interest therein, the rent with respect to such item shall terminate, and the basic rental payments on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received shall be paid to Lessor and credited to Lessee's obligation under this paragraph and Lessee shall be entitled to any surplus. Whenever the Equipment is damaged and such damage can be repaired, Lessee shall, at its expense, promptly effect such repairs as Lessor shall

deem necessary for compliance with paragraph 11 above. Proceeds of insurance shall be paid to Lessor with respect to such reparable damage to the Equipment and shall, at the election of Lessor, be applied either to the repair of the Equipment by payment by Lessor directly to the party completing the repairs, or to the reimbursement of Lessee for the cost of such repairs; provided, however, that Lessor shall have no obligation to make such payment or any part thereof until receipt of such evidence as Lessor shall deem satisfactory that such repairs have been completed and further provided that Lessor may apply such proceeds to the payment of any rent or other sum due or to become due hereunder if at the time such proceeds are received by Lessor there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default.

13. INSURANCE. Lessee shall obtain and maintain on or with respect to the Equipment at its own expense (a) liability insurance (including bodily injury and property damage) with a minimum $1 million combined single limit per occurrence and (b) all-risk physical damage insurance insuring against loss or damage to the Equipment in an amount not less than the full replacement cost of the Equipment or the then applicable Termination Balance, whichever is greater. Lessee shall furnish Lessor with a certificate of insurance evidencing the issuance of a policy or policies to Lessee in at least the minimum amounts required herein naming Lessor as an additional insured thereunder for the liability coverage and as (i) loss payee for the property damage coverage if the aggregate original cost of the Equipment leased hereunder is $1 million or less, or (ii) lender loss payee for the property damage coverage if the aggregate original cost of the Equipment leased hereunder exceeds $1 million. Each such policy shall be in such form and with such insurers as may be satisfactory to Lessor, and shall contain a clause specifying that no action or misrepresentation by Lessee shall invalidate such policy and a clause requiring the insurer to give to Lessor at least thirty (30) days' prior written notice of (i) the cancellation or non-renewal of such policy or (ii) any amendment to the terms of such policy if such amendment would cause the policy no longer to conform to the policy requirements stated in this paragraph; and ten (10) days prior notice of cancellation for non-payment of premium. Lessee shall deliver to Lessor, annually and upon renewal or replacement of any insurance required herein, evidence satisfactory to Lessor of the required insurance coverage. Lessee hereby assigns to Lessor the proceeds of all such insurance and directs any insurer to make payments directly to Lessor. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof.

14. RETURN OF THE EQUIPMENT. Upon the termination of this Lease by Lessor pursuant to its rights under paragraph 18 or following an occurrence of an Event of Non-Appropriation, Lessee will immediately deliver the Equipment to and in the manner designated by the Lessor in the same condition as when delivered to Lessee fully capable of performing all functions for which it was originally designed (or as upgraded during the Lease term), ordinary wear and tear excepted, and in compliance with any additional return conditions set forth in the applicable Supplement, at such location within the continental United States as Lessor shall designate. Lessee shall pay all transportation and other expenses relating to such delivery. Lessee shall arrange for the disassembly and packing of the Equipment, together with all parts and pieces and then reassembly (including, if necessary, repair and overhaul) by an authorized representative of the manufacturer. Without limiting the generality of the foregoing, returned Equipment shall be in such condition to immediately qualify for (i) the manufacturer's (or other authorized service representative's) then available service contract or warranty, and (ii) all applicable licenses or permits necessary for its operation for its intended purposes and to comply with all specifications and requirements of applicable federal, state and local laws. The Equipment shall be returned with all related maintenance logs, operating manuals and other related materials and all such materials will be undamaged and contain all pages.

If this Lease is terminated by Lessor pursuant to paragraph 18 or in connection with an Event of Non-Appropriation, then unless title is already vested in Lessor, title to the Equipment shall immediately and without any further action by Lessee vest in Lessor. Transfer of title pursuant to this paragraph shall occur automatically without the necessity of delivery or receipt of any bill of sale, certificate of title or any other instrument of conveyance. Lessee shall nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

15. ADDITIONAL ACTION; EXPENSES. Lessee will promptly execute and deliver to Lessor such further documents, take such further action, and provide such information as Lessor may request in order to carry out more effectively the intent and purpose of this Lease, including the execution and delivery of appropriate financing statements to protect fully Lessor's interest hereunder in accordance with the Uniform Commercial Code or other applicable law, and/or comply with laws or regulations applicable to Lessor, Lessee, and/or the transaction evidenced by this Lease. Lessor and any assignee of Lessor is authorized to file one or more Uniform Commercial Code financing statements without the signature of Lessee or signed by Lessor or any assignee of Lessor as attorney-in-fact for Lessee. Lessee hereby grants to Lessor a power of attorney in Lessee's name, to apply for a certificate of title for any item of Equipment that is required to be titled under the laws of any jurisdiction where the Equipment is or may be used and/or to transfer title thereto upon the occurrence of an Event of Non-Appropriation or the exercise by Lessor of its remedies upon an Event of Default by Lessee under this Lease. Lessee acknowledges that Lessor may incur out-of-pocket costs and expenses in connection with the transactions contemplated by this Lease, and accordingly agrees to pay (or reimburse Lessor for) the reasonable costs and expenses related to (a) filing any financing, continuation or termination statements, (b) any title and lien searches with respect to this Lease and the Equipment, and (c) documentary stamp taxes relating to the Lease, subject, however, to the provisions of paragraph 3 hereof. Lessee will do whatever may be necessary to have a statement of the interest of Lessor and any assignee of Lessor in the Equipment noted on any certificate of title relating to the Equipment and will deliver said certificate to Lessor. If Lessee fails to perform or comply with any of its agreements, Lessor may perform or comply with such agreements in its own name or in Lessee's name as attorney-in-fact and the amount of any payments and expenses of Lessor incurred in connection with such performance or compliance, together with interest thereon at the rate set forth in the related Supplement, shall be deemed rent payable by Lessee upon demand, subject, however, to the provisions of paragraph 3 hereof.

16. LATE FEES. If any payment due hereunder is not received by Lessor within ten (10) days of its due date, Lessee agrees to pay a late fee to Lessor equal to the lesser of (i) 5% of the past due amount or (ii) the highest amount allowed by applicable law. Payments thereafter received shall be applied first to delinquent installments and then to current installments.

17. DEFAULT. Each of the following events shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to pay within ten (10) days of when due any installment of basic rent or any other amount due hereunder; (b) any certificate, statement, representation, warranty or financial or credit information heretofore or hereafter made or furnished by or on behalf of Lessee proves to have been false or misleading in any material respect or omitted any material fact, contingent or unliquidated liability or claim against Lessee; (c) Lessee shall fail to observe or perform any other agreement to be observed or performed by Lessee hereunder and the continuance thereof for ten (10) days following the earlier of (i) written notice thereof by Lessor to Lessee or (ii) Lessee's first knowledge thereof; (d) Lessee shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver,

or liquidator shall be appointed of it or of all or a substantial part of its assets; or (e) Lessee shall be in breach of or in default in the payment or performance of any material obligation under any credit agreement, conditional sales contract, lease, or other contract with Lessor, an affiliate of Lessor or any other person or entity, howsoever arising.

18. REMEDIES. Upon the occurrence of an Event of Default and at any time thereafter, Lessor may exercise any one or more of the remedies listed below as Lessor in its sole discretion may lawfully elect; provided, however, that upon the occurrence of an Event of Default specified in paragraph 17(d), an amount equal to the basic rental payments and other amounts due under this Lease during Lessee's then current fiscal period shall automatically become and be immediately due and payable without notice or demand of any kind. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy, and such remedies may be exercised concurrently or separately but only to the extent necessary to permit Lessor to recover amounts for which Lessee is liable hereunder.

a) Lessor may, by written notice to Lessee, terminate this Lease as to any or all of the Equipment subject hereto and declare an amount equal to all basic rental payments payable by Lessee pursuant to this Lease and other amounts payable by Lessee under such Lease to the end of Lessee's then current fiscal period to be immediately due and payable, as liquidated damages and not as a penalty, and the same shall thereupon be and become immediately due and payable without further notice or demand, and all rights of Lessee to use the Equipment shall terminate but Lessee shall be and remain liable as provided in this paragraph 18. Lessee shall at its expense promptly deliver the Equipment to Lessor at a location or locations within the continental United States designated by Lessor. Lessor may also enter upon the premises where the Equipment is located and take immediate possession of and remove the same with or without instituting legal proceedings.

b) Lessor may proceed by appropriate court action to enforce performance by Lessee of the applicable covenants of this Lease.

c) In the event Lessor repossesses the Equipment, Lessor shall either retain the Equipment in full satisfaction of Lessee's obligation hereunder or sell or lease each item of Equipment in such manner and upon such terms as Lessor may in its sole discretion determine and continue to hold Lessee liable for the difference between (i) the basic rental payments and other amounts payable by Lessee pursuant to this Lease to the end of the Lessee's then current fiscal period, and (ii) the net proceeds of any such sale or lease (after deducting all expenses of Lessor in exercising its remedies under this Lease), subject, however to the provisions of paragraph 3 hereof.

d) To the extent permitted by applicable law and subject to the provisions of paragraph 3 hereof, Lessor may recover interest on any amount recoverable under this paragraph 18 from the date it becomes payable until fully paid at the rate of the lesser of 12% per annum or the highest rate permitted by law.

e) Lessor may exercise any other right or remedy available to it by law or by agreement, and may in any event recover legal fees and other costs and expenses incurred by reason of an Event of Default or the exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation, and disposition of the Equipment, subject, however, to the provisions of paragraph 3 hereof. Any payment received by Lessor may be applied to unpaid obligations as Lessor in its sole discretion determines.

Lessee grants Lessor a security interest in the Equipment, and if applicable, in any escrow fund established in connection with the funding of this Lease, to secure its obligations under such Supplement, all other Supplements and all other indebtedness (except QFC Obligations) at any time owing by Lessee to Lessor. Lessee agrees that upon the occurrence of an Event of Default, in addition to all of the other rights and remedies available to Lessor hereunder, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code. In no event shall Lessee's obligations under this Lease be secured by any real property unless the document granting an interest in real property specifically references this Lease by date and/or Master Governmental Lease Purchase Agreement Number.

''QFC Obligations'' means obligations arising under a securities contract, commodities contract, forward contract, repurchase agreement, swap agreement, or any similar agreement (as defined for purposes of Treasury Part 148 under 12 U.S.C. 5390(c)(8)(H) or FDIC Part 371 under 12 U.S.C. 1821(e)(8)(D)) that the FDIC determines by regulation, resolution, or order to be a qualified financial contract.

No express or implied waiver by Lessor of any breach of Lessee's obligations hereunder shall constitute a waiver of any other breach of Lessee's obligations hereunder.

19. NOTICES. Any notice hereunder to Lessee or Lessor shall be in writing and shall be deemed to have been given when delivered personally or deposited with a nationally-recognized overnight courier service or in the United States mails, postage prepaid, addressed to recipient at its address set forth above or at such other address as may be last known to the sender.

20. NET LEASE AND UNCONDITIONAL OBLIGATION. This Lease is a completely net lease and except as expressly provided in paragraph 3 hereof, Lessee's obligation to pay rent and all other amounts payable by Lessee hereunder is absolute, unconditional and irrevocable, and shall be paid without any abatement, reduction, setoff or defense of any kind.

21. NON-CANCELABLE LEASE. This Lease cannot be canceled, prepaid or terminated except as expressly provided herein or in the applicable Supplement.

22. SURVIVAL OF INDEMNITIES. Lessee's obligations under paragraphs 7, 8, and 18 shall survive termination or expiration of this Lease.

23. PURCHASE OF EQUIPMENT BY LESSEE; PREPAYMENT. Provided that Lessee is not then in default under this Lease, such Lease will terminate, the security interest of Lessor in the Equipment under such Lease will be terminated or Lessee will acquire title to the Equipment under such Lease free and clear of all liens and encumbrances created by, or arising through or under, Lessor: (a) at the end of the full scheduled term of such Lease, upon payment in full of all basic rental payments and other amounts payable by Lessee under such Lease for the full scheduled term of such Lease; (b) on the date Lessee pays to Lessor the payoff amount due under paragraph 12 with respect to all items of Equipment under this Lease; or (c) on any rental payment due date, upon payment by Lessee of the then applicable Termination Balance under such Lease as set forth on the related Supplement or an exhibit thereto plus the basic rental payment amount due on such date and all other amounts then due by Lessee under such Lease, provided that Lessee shall have given Lessor not less than 30 days' prior written notice of its intent to make such payment.

24. COUNTERPARTS. Lessor may in its sole discretion, accept a photocopy, electronically transmitted facsimile or other reproduction of this Master Lease and/or a Supplement (a "Counterpart") as the binding and effective record of this Master Lease

and/or a Supplement whether or not an ink signed copy hereof or thereof is also received by Lessor from Lessee, provided, however, that if Lessor accepts a Counterpart as the binding and effective record of this Master Lease or a Supplement, the Counterpart acknowledged in writing by Lessor shall constitute the record hereof or thereof. Lessee represents to Lessor that the signature that appears on the Counterpart that is transmitted by Lessee to Lessor in any manner described above is intended by Lessee to authenticate the Counterpart notwithstanding that such signature is electronic, facsimile or a reproduction and Lessee further agrees that a Counterpart of this Master Lease or a Supplement received by Lessor, shall, when acknowledged in writing by Lessor, constitute an original document for the purposes of establishing the provisions hereof and thereof and shall be legally admissible under the best evidence rule and binding on and enforceable against Lessee. If Lessor accepts a Counterpart of a Supplement as the binding and effective record thereof only such Counterpart acknowledged in writing by Lessor may be marked "Original" and to the extent that a Supplement constitutes chattel paper, perfection of a security interest by possession may only be accomplished by possession of the Counterpart that bears Lessor's ink signed acknowledgement and is marked "Original.

25. NON-WAIVER. No course of dealing between Lessor and Lessee or any delay or omission on the part of Lessor in exercising any rights hereunder shall operate as a waiver of any rights of Lessor. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. No waiver or consent shall be binding upon Lessor unless it is in writing and signed by Lessor. To the extent permitted by applicable law, Lessee hereby waives the benefit and advantage of, and covenants not to assert against Lessor, any valuation, inquisition, stay, appraisement, extension or redemption laws now existing or which may hereafter exist which, but for this provision, might be applicable to any sale or re-leasing made under the judgment, order or decree of any court or under the powers of sale and re-leasing conferred by this Lease or otherwise. To the extent permitted by applicable law, Lessee also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Equipment in mitigation of Lessor's damages as set forth in paragraph 18 or which may otherwise limit or modify any of Lessor's rights or remedies under paragraph 18.

26. MISCELLANEOUS. This Master Lease and related Supplement(s) constitute the entire agreement between Lessor and Lessee and may be modified only by a written instrument signed by Lessor and Lessee. Any provision of this Lease which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Lease, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only, are not part of this Lease and shall not be deemed to effect the meaning or construction of any of the provisions hereof. In the event there is more than one Lessee named in this Master Lease or in any Supplement, the obligations of each shall be joint and several. This Lease shall in all respects be governed by, and construed in accordance with, the substantive laws of the state in which Lessee is located. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY MATTER ARISING UNDER OR IN CONNECTION WITH THIS LEASE. TIME IS OF THE ESSENCE WITH RESPECT TO THE OBLIGATIONS OF LESSEE UNDER THIS LEASE.

Supplement

to Master Governmental Lease-Purchase Agreement

Wells Fargo Bank, National Association | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

WELLS FARGO

Supplement Number 383645-400 dated as of April 3, 2019 to
Master Governmental Lease-Purchase Agreement
Number 383645 dated as of April 3, 2019

Name and Address of Lessee:
City of Sheridan
55 Grinnell Place
Sheridan, WY 82801

Notice: Lessor reserves the right to withdraw the terms of this Supplement and issue a modified Supplement without notice to Lessee if Lessor is not in receipt of a fully executed original or facsimile of this document within five (5) business days of the date of this Supplement. However, in that event, no such modifications will be binding on Lessee unless and until Lessee executes the modified document containing all such modifications.

This is a Supplement to the Master Governmental Lease-Purchase Agreement identified above between Lessor and Lessee (the "Master Lease"). Pursuant to the Master Lease (all the terms and conditions of which are incorporated herein by reference, except to the extent that they relate solely to other Supplements or Equipment listed on other Supplements) and this Supplement, Lessor is leasing to Lessee, and Lessee is leasing from Lessor, the Equipment described below. Lessee represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Lease (including, without limitation, Section 6 thereof) are true and correct as though made on the date of execution of this Supplement.

Equipment Description: One (1) New Tana E380 ECO Landfill Compactor with 77 Inch Tall Straight Blade, Ladder Group, Centri Precleaner, Backup Camera Group and Fire Suppression System together with all attachments and accessories - Serial Number AT1238

After Lessee signs this Lease, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into this Equipment Description.

Equipment Location: 55 Grinnell Place, Sheridan, WY 82801

SUMMARY OF PAYMENT TERMS	
Payment Term (Months): **84**	Finance Amount: **$825,464.46**
Payment Frequency: **Annual**	Total Basic Rent: **$932,630.25**
Basic Rental Payment: **See Additional Provisions**	Interest Rate: **3.39%**
Number of Payments: **8**	Final Purchase Option Price: **$1.00**
Payments in Advance, See Additional Provisions	

Additional Provisions: Pursuant to paragraph 3 of the Master Lease, the schedule of basic rental payments is attached hereto as Exhibit A and incorporated herein by this reference. The Termination Balance referenced in the Master Lease shall be the amount set forth on Exhibit A opposite the date of determination of the Termination Balance.

Lessee shall pay seven (7) consecutive annual payments of $115,375.75, followed by one final payment of $125,000.00, beginning July 1, 2019, and continuing on the same day of each year throughout the Initial Term of the Lease.

If Lessor (i) receives notice, in any form, from the Internal Revenue Service, or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any rent payment due hereunder from federal gross income because Lessee has breached a representation, warranty or covenant in the Master Lease or this Supplement, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to the rent payments previously paid hereunder and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of such rent payments due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on this Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence

THIS AGREEMENT INCLUDES THE TERMS ON THE ATTACHED PAGE(S).

Lessor: Wells Fargo Bank, National Association

_____
By

_____
Title

Lessee: City of Sheridan

_____
By

_____
Title

_____
Commencement Date

of such an event, it shall pay additional rent to Lessor on each succeeding rent payment date in such amount as will maintain such after-tax yield to Lessor. Notwithstanding anything herein to the contrary, any amount payable by Lessee pursuant to this paragraph shall be payable solely from funds legally available for such purpose and shall be subject to Section 5 of the Master Lease.

Lessee hereby represents that the Equipment has not been sold and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the due date of the last rent payment due hereunder. Lessee shall comply with the information reporting requirements of Section 149(e) of the Code by promptly completing and executing an IRS Form 8038-G or 8038-GC, as applicable, following the Commencement Date of this Lease, and returning such form to Lessor to allow Lessor, on behalf of Lessee, to timely file such return with the Internal Revenue Service.

Notwithstanding anything to the contrary contained herein, if the rate of interest, late payment fee, prepayment premium or any other charges or fees due hereunder are determined by a court of competent jurisdiction to be usurious, then said interest rate, fees or charges shall be reduced to the maximum amount permissible under applicable law and any excess amounts shall be applied towards the Lessee's obligations hereunder.

Exhibit A

Wells Fargo Bank, National Association | 600 South 4th Street | MAC N9300-100 | Minneapolis, MN 55415

Supplement Number 383645-400 dated as of April 3, 2019 to
Master Governmental Lease-Purchase Agreement Number 383645 dated as of April 3, 2019

Lessee: City of Sheridan

Interest Rate: 3.39%

Period	Starting Balance	Takedowns	Payment Amount	Interest	Principal	Termination Balance
0	$0.00	$825,464.46	$0.00	$0.00	$0.00	$825,464.46
1	$825,464.46	$0.00	$115,375.75	$5,907.58	$109,468.17	$715,996.29
2	$715,996.29	$0.00	$115,375.75	$24,272.28	$91,103.47	$624,892.82
3	$624,892.82	$0.00	$115,375.75	$21,183.87	$94,191.88	$530,700.94
4	$530,700.94	$0.00	$115,375.75	$17,990.77	$97,384.98	$433,315.96
5	$433,315.96	$0.00	$115,375.75	$14,689.42	$100,686.33	$332,629.62
6	$332,629.62	$0.00	$115,375.75	$11,276.15	$104,099.60	$228,530.02
7	$228,530.02	$0.00	$115,375.75	$7,747.17	$107,628.58	$120,901.44
8	$120,901.44	$0.00	$125,000.00	$4,098.56	$120,901.44	$0.00
Total		$825,464.46	$932,630.25	$107,165.79	$825,464.46	

This amortization schedule is subject to change based on the final terms of the transaction. In the event the terms do change, Lessor will provide a replacement amortization schedule to Lessee. This schedule does not include prepayment terms.

Dated as of: April 3, 2019

Lessee: City of Sheridan

_____
By

_____
Title

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 Appropriation of $6,150 to Habitat for Humanity to Fund the Cost of Water and Sewer Plant Investment Fees from One Cent Contingency Funds for FY19 - Utilities Director Dan Roberts
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	
Date:	04/11/2019

Recommendation:

Staff recommends the Mayor and City Council appropriate $6,150 from 1% Contingency Funds to Habitat for Humanity for the purpose of funding affordable housing water and sewer plant investment fees.

Background:

Habitat for Humanity (Habitat) is an international, non-governmental and nonprofit organization which has been devoted to building simple, decent, and affordable housing all over the world. Homes are built using volunteer labor and Habitat makes no profit on the sales. Habitat has been able to welcome six (6) Sheridan families into new, affordable homes since the beginning of 2018.

Christine Dieterich, Executive Director of Habitat, has made a request (attached) of the City to waive plant investment fees (PIF's) for five (5) new housing projects. One project is immediately ready to submit for permitting and volunteer labor is forthcoming. The remaining four (4) homes are due to be constructed within the City's FY 19.

Habitat's immediate need, which is the basis of this initial request, is obtaining funds to pay for PIF's and connection fees for one of those homes. The total of these fees and charges will be $6,150 due at the time of obtaining building permits. The funds to pay for PIF's and connection charges for the four (4) homes to be built later in 2019 will be requested at a future Council meeting subsequent to Christine's findings and report on the County's level of funding they will provide to Habitat for the same purpose.

In the past, the City has had the means to consider and award funds to pay for PIF's on affordable housing projects sponsored by the Wyoming Community Development Authority, or other qualified federal low income housing assistance programs. Historical precedent shows that fees weren't actually being waived. Rather, the City Council had established a funding mechanism utilizing 1% Sales Tax money appropriated to, and administered by, the Sheridan Housing Action Committee (SHAC).

This past practice did not waive fees thus allowing the City to maintain equity among its water and sewer enterprises, and the citizens in which they serve, while still being able to support affordable housing projects.

Funding:

The City does not currently have money appropriated into an account to pay for affordable housing plant investment fees as described above. The City has $106,000 in remaining 1% Contingency Funds which could be utilized as a funding source in a similar fashion. In this instance, Habitat's immediate need for $6,150 to pay for the PIF's and connection fees on this single housing project could be funded through an additional appropriation of $6,150 to Habitat from 1% Contingency Funds.

Attachments

Habitat for Humanity Letter

Habitat for Humanity® of the Eastern Bighorns

1981 Double Eagle Drive
Suite C
P.O. 6196
Sheridan, WY 82801
Phone: (307) 672-3848
www.sheridanhabitat.org

Christine Dieterich
Executive Director
Sarah Gali
Program Director
Eric Chumwalooky
Construction Supervisor

Board of Directors:
Mathers Heuck
Board Chair
Bob Utter
Board Vice-Chair
Molly Kinsey
Secretary
Sharon Southard
Treasurer

Tara King
Rick Thompson
Kyle Bridger
John Standish
Alex Lee
Ami Puuri
Pete Schultz

Seeking to put God's love into action, Habitat for Humanity brings people together to build homes, communities and hope.

Join us to build strength, stability, and self-reliance *through* shelter

March 1, 2019

Dear Mayor & City Council,

Thank you so much for your generous support and partnership with Habitat in 2018. Due in part to your continued support, and that of the entire community of Sheridan, HFHEB has been able to welcome six families into a new, healthy, safe, and affordable home from 2018 through today. Currently, HFHEB is partnering with the Arndt and Schultz families on their journey to homeownership, with applications being accepted through April 2019.

Recently the community has identified affordable housing as an immediate need to support the growth of our economy. As the only nonprofit organization striving to meet this need, a strong partnership with our Mayor & City Council is critical to address challenges we face, and work towards a solution that benefits both entities.

One of the largest challenges we face, is construction costs. Specifically, tap fees are 7-8% of our construction budget per house. In comparison, tap fees for a house that costs $500,000 are only 2% of cost, and tap fees for a house that costs $250,000 are only 4% of overall cost.

HFHEB is not a traditional construction builder, or mortgage lender. Loans are made affordable to each family regardless of the cost of construction. Monthly mortgages, including taxes and insurance, cannot exceed more than 30% of each applicant's gross monthly income. This means that if a loan is less than the actual cost of construction, HFHEB is responsible for raising the funds to offset this gap. Keeping construction costs low is critical so that we can continue to build houses and provide the benefits of homeownership to families who otherwise would not have this opportunity.

With this in mind, HFHEB humbly requests that the City of Sheridan waive the tap fees for all 2019 permits. These fees cost on average just under $10,000 per house. HFHEB expects to pull at maximum four new construction residential permits for 2019 build season. One building plan is ready immediately to submit for permitting, pending the Mayor & Councils consideration of this request. Council has waived permit fees for Habitat on past builds and this had a tremendous impact on our ability to increase the number of families served. Additionally, since HFHEB is the only nonprofit building affordable housing, this request is unique to our organization.

Together, we can address the affordable housing needs of Sheridan County and have a greater impact on our community members.

Thank you for your consideration. I am available to speak further and provide more details if needed.

With gratitude,

Christine Dieterich
Executive Director

TWENTY-FIVE
YEARS OF
STRENGTH · STABILITY
& SELF-RELIANCE

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 City of Sheridan Purchasing and Procurement Policy - City Treasurer Karen Burtis
From:	Karen Burtis, City Treasurer
To:	Mayor and Council
CC:	
Date:	04/11/2019

Recommendation:

Staff recommends that the Mayor and Council approve 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.

Funding:

None.

Attachments

Resolution #16-19

Purchasing and Procurement

City of Sheridan

Resolution 16-19

A resolution of the City of Sheridan adopting the Purchasing and Procurement Policy which shall repeal and replace Resolutions 14-07 and 88-07.

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

(1) The 2019 Purchasing and Procurement Policy shall be adopted and implemented. This Policy shall remain in effect unless amended by the City of Sheridan Governing Body. The City Treasurer may amend the Policy from time to time without Governing Body approval in order to ensure compliance with Wyoming State Statute.

(2) The City of Sheridan Human Resource Director is authorized to update and amend the City of Sheridan's current Employee Handbook as may be necessary to ensure compliance with the Purchasing and Procurement Policy.

(3) City of Sheridan Resolution 88-07 pertains to the use of City credit cards. Resolution 88-07 is hereby repealed and replaced by the Purchasing and Procurement Policy.

(4) City of Sheridan Resolution 14-07 pertains to the City credit cards for procurement and travel and is hereby repealed and replaced by the Purchasing and Procurement Policy.

Passed, approved and adopted this _____ day of _____, 2019.

_____
Roger Miller, Mayor

ATTEST: _____
City Clerk

Purchasing and Procurement Policy

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Purchasing and Procurement Policy

The purpose of this policy is to establish procedures 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. This Policy provides City of Sheridan employees a guideline to assure continuity and uniformity in purchasing practices to define the responsibilities of each employee. This Policy also provides guidelines for public works projects and items let by bid. While being fiscally responsible, employees are encouraged to purchase from local Sheridan businesses, per City of Sheridan Resolution 29-11, 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. Employees should always 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 City Treasurer.

1. PURPOSE
    1.1. Purchasing objectives serve as a set of guidelines to be used by Administration, City personnel and the Chief Procurement Officer in achieving responsible and intelligent decisions when purchasing and procuring services, supplies and equipment.
    1.2. The objectives of this Policy 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.
        - Ensure compliance with State requirements for State funded purchases.

2. DEFINITIONS
    a. “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 as follows:
        - 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.

b. “Bid” means the offer made by a contractor or vendor in response to an advertisement for bid pursuant to Wyoming State Statute.

c. “Chief Procurement Officer” means the City Treasurer.

d. “Consultant” means engineering firms, architectural firms, surveying firms, and other firms or individuals engaged in providing consulting or other professional services.

e. "Contractor," 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.W.S. § 16-6-701(a)(ii),

f. “Department Head” means the person designated as the administrative official who oversees a department.

g. “Department Supervisor” means a supervisory position who reports to the Department Head.

h. “Electronic Requisition” hereinafter referred to as an ‘eReq’, is the official document that records information regarding the purchase and obligates the funds in the budget.

i. "Resident," means a natural person, association or business entity authorized to be formed under Wyoming Statute Title 17, or the laws of another state which 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. W.S. § 16-6-101(a)(i)

j. “Maintenance” means any repair which does not constitute “Major Maintenance.”

k. “Major Maintenance" 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. W.S. § 16-1-101(a)(v).

l. “New Vehicle” means any motor vehicle that has had no previous owner and is still covered by the manufacturer’s warranty.

- Automobile means a 4-wheeled vehicle that is propelled by fuel, or by alternative fuel, manufactured primarily for use on public streets, roads and highways and rated less than 10,000 pounds gross vehicle weight. 49 USC 32901(a)(3).
- Truck is defined as a motor vehicle designed, used or maintained for the transportation of property, including pickup trucks but excluding multipurpose vehicles and cars.

m. "Project Manager" means the assigned Department Head or his/her designee responsible to oversee specified projects and tasks.

n. "Public Improvement" means an improvement made within any City for which general bonded obligation may be incurred.W.S. § 15-1-101(a)(xi)

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

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

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

r. "Supplies" 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 buildings; and insurance and bonds from licensed Wyoming agents as required. W.S. § 9-2-1016(a)(iii)

3. TAX EXEMPT STATUS

3.1. The City of Sheridan is exempt from most city, state sales taxes and some excise taxes. The City 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 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, excepting original maintenance agreements, 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. Provided, Certificates of Origin and Title may not be available until payment is tendered and Bills of Sale may not be received until equipment is delivered.

6.2. The use of vehicles or equipment is prohibited 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 (**Form FA-1**).

7.2. Any asset that is sold, traded, scrapped, or donated must be reported to the Treasurer's office on an Asset Deletion Form (**Form FA-2**).

8. ELECTRONIC REQUISITION (eReq)

8.1. An eReq shall be used for all purchases. 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 possible, the eReq number should be given to vendors to include on packing slips and receipts/invoices.

8.2. EReqs will be converted to a purchase order by the Treasurer's office.

8.3. Exceptions

- Payments required for payroll
- Utility payments

9. COOPERATIVE PURCHASING

9.1. When two (2) or more entities join together to buy one (1) 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. The Treasurer's Office has a petty cash fund. The petty cash funds shall be reconciled at least monthly.

10.2. Excluding funds used for licensing/registrations at the County Clerk's office, use of petty cash is limited to expenditures not to exceed $50. Petty cash reimbursements shall comply with Sections 11, 12 and 13.

10.3. A Petty Cash Voucher (**Form PC-1**) 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 circumstances shall a City employee pay a contractor or consultant directly.

11.2. Reimbursement Request

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

12. PURCHASES FROM EMPLOYEES OF THE CITY

12.1. The Chief Procurement Officer must authorize all purchases of supplies and services from current employees 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 and procurement 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 Department Supervisor 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 Department Supervisor.

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 Department Supervisor and Department Head.
- Small purchases greater than $10,000 but not exceeding $35,000 require three (3) **written** quotes and approval by the Department Supervisor, Department Head and Chief Procurement Officer. 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, equipment or vehicles if the estimated cost exceeds $35,000, unless otherwise excluded per this policy.
- All bids shall meet the requirements of W.S. § 15-1-113 and W.S. § 16-6-101 through W.S. § 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 **(Form SBP-1)**.
- 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 if a new automobile or truck is to be purchased
  - 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.
- A public works 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.
- The Project Manager or Department Head shall issue an award letter of recognition which shall be presented to the Governing Body for approval.
- The Governing Body shall award the bid at a 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 Department Head, if applicable
- 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 final settlement and that the 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, requests 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 shall be posted on the City's website.

D. Request for Proposals/Qualifications
   - The proposal, as submitted by the consultant or vendor, shall include information on the company's ability to meet the requirements of the RFP/RFQ. Information provided should include a description of their ability to perform the work or

provide the leased equipment, a demonstration of understanding of the project, and references.

E. Selection Committee
   - A selection committee may be formed by the Department Head. The selection committee consists of at least three (3) members, but generally not more than five (5). 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 select consultants or vendors on, but not limited to, the following criteria:
     - 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 and have recent experience in the area for which the company is being considered.
   - 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 may begin with the top-ranked vendor. At this time, final scope and cost will be discussed. The cost may be determined by 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
  - Or any other reasonable method of calculation
- If this is an architectural or engineering contract, please review the American Society of Civil Engineers (ASCE) Manual No# 45.
- If the contract cannot be successfully negotiated with the top-ranked vendor, negotiations should be terminated and the City should begin discussion with the next ranked vendor until a contract is negotiated. Staff shall only negotiate with one vendor 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 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 **s**ource procurement. In cases of reasonable doubt, competition should be solicited. The Department Head shall determine if the price is fair and reasonable.
  - The Department Head 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 Head 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 Chief Procurement Officer of source justification along with any other pertinent information regarding the single source procurement; e.g. vendor quote, literature, etc.
    - The Chief Procurement Officer must approve all single source procurements unless such selection is required to be approved by the City Governing Body or otherwise allowed by this Policy
- Emergency purchase
    - An emergency purchase is a purchase that is essential to the life, health or convenience to the citizens of Sheridan. Examples of 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 requesting department shall notify the Chief Procurement Officer as soon as reasonably possible.
        - 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 Department Head 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. 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 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. Under no circumstances shall a City employee pay a contractor or consultant with a purchasing card.
    - 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 (**CCA-1**)

15.3. Limitations and Restrictions

- Restrictions may be placed on each individual card, as determined necessary by the employee's Department Head and the Treasurer. Restriction may include but are not limited to:
  - 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.

16. GOVERNING BODY PROCEDURES:

16.1 Changes, Alterations and Waivers

- By majority vote of the Governing Body, any requirement or provisions of this Policy, except for requirements set forth by Wyoming State Statute or Federal Law, may be changed, altered or waived. Any waiver of any requirement or provision for any specific purchase shall not waive the Policy requirement or provision for future purchases unless specifically stated by the Governing Body.
- This Policy shall be updated as is needed by the Treasurer to reflect and ensure compliance with state and federal law. Any update required by federal or state law shall not require the Governing Body's approval to be effective. Any other update or amendment which is recommended by the Treasurer or other City Official, must be approved by a majority vote of the Governing Body.

16.2 Enforceability

- This Policy does not create any property right, due process right or reasonable expectation for any vendor or contractor regarding the method of contract awards or selection for services. The terms and requirements of this Policy are solely for the purposes of providing guidance for City Employees regarding purchases and procurements.

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	Department Supervisor	Department Supervisor	Department Supervisor	Department Supervisor	Selection Committee	Chief Procurement Officer
2nd Approval	None	Department Head	Department Head	Department Head	None	
Final Approval		None	Chief Procurement Officer	Governing Body	Governing Body	

Attachments

- Attachment A - City of Sheridan Resolution 29-11
- Attachment B - City of Sheridan Resolution 23-17

CITY OF SHERIDAN, WYOMING

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

Planning

MEMORANDUM

Project Name:	Consideration of Building Services Intergovernmental Cooperative Agreement between the City of Sheridan and Sheridan County - Community Development Director Brian Craig
From:	Brian Craig, Community Development Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	04/09/2019

Recommendation:

Staff recommends the City Council approve the Building Services Intergovernmental Cooperative Agreement between the City and Sheridan County.

Background:

In late 2018 the Sheridan County Public Works Department inquired with City staff whether a contract for plan review and inspection services could be arranged. Due to the limited staffing available at the County and in an interest of preserving reasonable response times for customers, the County is seeking to have the necessary arrangment in place for as-needed assistance with serving their building permit customers in times of staff absences. City Community Development and Legal staff met several times with County staff to prepare an agreeable intercooperative agreement for services. The agreement outlines the basic steps involved in requesting City services, anticipated response times, and the method for tracking and invoicing for the services. The agreement can be terminated by either the County or City with 30 days notice. Both the County and City legal representatives have reviewed the draft agreement and there are no outstanding concerns to address.

Funding:

There will be off-setting revenue for any incurred travel and material expense from the hourly rate the City will bill to the County for the plan review and inspection services. The rate, consistent with private industry practices and temporary labor contracts, is set at $93.50 per hour, which is three times the hourly wage without benefits of our staff performing the contracted services. It is difficult to determine the anticipated quantity of work and thus revenue anticipated from this contract as it is intended as a contingency for the County in times of employee absences.

Attachments

Intergovernmental Building Services Agreement

INTERGOVERNMENTAL COOPERATIVE AGREEMENT
BETWEEN THE CITY OF SHERIDAN AND SHERIDAN COUNTY

This Agreement is entered into this ____ day of _____, 2019, by and between the City of Sheridan (City) and Sheridan County (County) pursuant to W.S. 16-1-101.

WHEREAS, the parties are political subdivisions duly authorized and existing under the laws of the State of Wyoming; and

WHEREAS, County lacks sufficient personnel to provide plan review and building inspection services at all times; and

WHEREAS, City has sufficient personnel to assist County in providing plan review and building inspection services from time to time;

NOW THEREFORE, it is mutually agreed by the parties hereto as follows:

1. Responsibilities of City:

a) City inspectors shall provide, on behalf of County, plan review and building inspection services to applicants seeking those services from County upon request by County.

b) In performing plan reviews and building inspections on behalf of County, City inspectors shall apply only the building codes adopted by County.

c) City inspectors shall schedule and perform County inspections after the relevant information, such as location and type of inspection, is received from County and as the inspections can be worked into the City inspector's schedule.

d) City shall inform County when an inspection is scheduled. If City is unable to perform an inspection within 3 days following receipt of the inspection request, City shall inform County of its inability perform the inspection.

e) City shall, upon completion of the inspection, provide plan review comments within 5 business days and inspection results within 2 business days to the County.

f) City will charge County for the time spent on plan reviews or building inspections at the rate of $93.50 per hour. City will maintain records of time spent for invoice purposes. The City may request the rate to be negotiated on an annual basis with 30 days' notice to the County prior to the anniversary of this agreement.

g) City will submit an invoice with attached detailed schedule of serviced performed to County monthly for services rendered.

2. Responsibilities of County:

a) County shall pay City invoices submitted to County within forty-five (45) days of receipt.

b) County shall request services under this Agreement from City only if County is unable to perform the services with its own personnel.

3. Effective Date. This Agreement shall be effective on May 7, 2019.

4. Term. This Agreement shall remain in full force and effect until either Party provides the other with a written 30-day Notice of Termination.

5. Notices. Notice to the Parties shall be given in writing to the following individuals on behalf of their respective entity:

City of Sheridan
Director of Community Development
55 E. Grinnell Plaza
Sheridan, WY 82801

Sheridan County
County Planner
224 S. Main Street
Sheridan, Wyoming 82801

6. General Provisions.

a. AMENDMENTS. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

b. AMERICANS WITH DISABILITIES ACT (ADA). The parties shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

c. APPLICABLE LAW/VENUE. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Fourth Judicial District, Sheridan County, Wyoming.

d. ASSIGNMENT/AGREEMENT NOT USED AS COLLATERAL. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. Neither party shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the other party.

e. NONWAIVER. Any waiver by either party of any breach of any covenant herein to be kept and performed by the other party shall not be deemed as a continuing waiver and shall not operate to prevent the non-breaching party from declaring a forfeiture for any succeeding breach, either of the same or other covenant.

f. ASSIGNMENT. This Agreement is not assignable without the prior written consent of the parties.

g. EFFECT OF TERMINATION. All covenants of this Agreement that should, by their nature, survive the termination of this Agreement shall so survive.

h. MONITOR ACTIVITIES. County shall have the right to monitor all Agreement-related activities of the City. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all City personnel in every phase of performance of Agreement related work.

i. NOTICES. All notices arising out of the provisions of this Agreement shall be in writing and given to the parties at the addresses provided in this Agreement, either by regular mail, or delivery in person.

j. COMPLIANCE WITH LAWS. City shall keep informed of and comply with all applicable municipal, state, and federal ordinances, laws, rules, and regulations as they are now or as they are enacted and shall not engage in any practice which may have the effect of discriminating against any entity based on disability, age, sex, race, creed, color, national origin, ancestry, or religion.

k. ETHICS. City shall keep informed and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement and all ethical standards governing City inspector's profession.

l. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall in any way be deemed a waiver by County or City of any of the requirements or immunities provided by the Wyoming Governmental Claims Act.

m. NO THIRD-PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.

n. INDEPENDENCE OF AGREEMENT. City inspectors are employees of the City of Sheridan, and nothing herein is intended or should be construed as creating a an employment relationship between the County and City inspectors.

o. PARAGRAPH HEADINGS. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

p. AVAILABILITY OF FUNDS. The obligations of the parties are conditioned upon the availability of funds appropriated or allocated for use under this Agreement from any governmental source. If funds are not allocated and available as needed for the parties to perform this Agreement, the Agreement may be terminated at the end of the period for which funds, if any, are available. Each party shall notify the other party at the earliest possible time if the Agreement will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or damages because of termination under this section. This provision shall not be construed to permit either party to terminate this Agreement to engage in a similar agreement with another party.

q. FORCE MAJEURE. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include but are not limited to acts of the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays.

r. AGREEMENT CONSTRUCTION. This Agreement has been negotiated between the parties and no preference shall be given to any party should the construction of any term of this Agreement be required by a Court.

s. ATTORNEY'S FEES. In the event this Agreement is placed in the hands of an attorney for collection or enforcement of this Agreement, the successful party shall be entitled to the recovery of all reasonable attorney's fees and costs.

t. SEVERABILITY. If any provision of this Agreement is determined by a Court of competent jurisdiction to be unenforceable, that portion shall not affect the enforceability of the remaining provisions of this Agreement and the parties may renegotiate the terms affected by the severance.

u. TAXES. City shall pay all taxes and other such amounts required by federal, state and local law, including, but not limited to, federal and social security taxes, workers' compensation, and unemployment insurance which its employees may be subject to.

v. ENTIRE AGREEMENT. This five-page document constitutes the entire agreement of the parties, superseding all previous agreement between the parties.

7. **SIGNATURES**. By signing below, the parties agree to the above-terms. Additionally, any person signing certifies he or she has the authority to bind his or her respective party to this Agreement.

IN WITNESS WEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the date and year written above.

CITY OF SHERIDAN

_____
Roger Miller, Mayor

ATTEST:

_____
Cecilia Good, Clerk

SHERIDAN COUNTY
BOARD OF COUNTY COMMISSIONERS

_____
Tom Ringley, Chairman

ATTEST:

_____
Eda Schunk Thompson, Clerk

_____
Approved as to Form
City Attorney

_____
Approved as to Form
Deputy County Attorney