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

1. Call to Order

2. Pledge of Allegiance

3. Invocation to be given by pastor Scott Lee with Bethesda Worship Center.

4. Roll Call of Members

5. Consideration of Agenda

6. Public Hearings

   A. Public Hearing for New Restaurant Liquor License Application - Daddy's Girl LLC dba Uptown Shabby Shack Eatery & Catering - City Clerk Cecilia Good

      i. Consideration of New Restaurant Liquor License Application - Daddy's Girl LLC dba Uptown Shabby Shack Eatery & Catering

   B. Public Hearing for the Renewal of Liquor License Applications - City Clerk Cecilia Good
      1. Daddy's Girl LLC dba Uptown Shabby Shack Eatery & Catering
      2. Gnehm Management, LLC
      3. Eagles FOE #186

      i. Consideration of the Renewal of Liquor Licenses

7. Consent Agenda

   A. Consideration of Award to LJS Concrete and Excavation in the amount of $84,900 for the Sheridan Water Treatment Plant Sodium Hypochlorite Tank Replacement Project

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

   C. Minutes of Special Council Meeting November 7th 2019.

   D. Claims

8. Community Update

A. Proclamation for Small Business Saturday and Update on "Get Caught Shopping" - DSA Executive Director Zoila Perry and Chamber of Commerce CEO Dixie Johnson

9. Staff Update

A. Sheridan Travel and Tourism Update - Travel and Tourism Director Shawn Parker

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

OLD BUSINESS

10. Consideration of the Second Reading of Ordinance #2206 - Charter Franchise Agreement - Utilities Director Dan Roberts

11. Consideration of the Third and Final Reading for Ordinance #2200 Zoning Code Updates - City Attorney Brendon Kerns

NEW BUSINESS

12. Consideration of Award of the Blacktooth Park Improvements Project Phase I to Wagner Ranch Services in the Amount of $341,683.17 - City Engineer Hanns Mercer

13. Consideration of Council Authorization for the Specific Purpose of Assigning $225,000.00 in FY19 Surplus Funds as an Assigned Fund Balance for the Implementation of an ERP Software System and the Establishment of an ERP Advisory-Working Group - City Treasurer Karen Burtis

14. Consideration of Acceptance of WYDOT Transportation Alternatives Program (TAP) Grant for the North Sheridan Interchange (NSI) Pathway System - City Engineer Hanns Mercer

15. Consideration of Final Decision on the Direction of DDA - City Attorney Brendon Kerns

16. Council Comments and Requests for Future Agenda Items

17. Comments from the Public

18. Adjournment

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:	Public Hearing for New Restaurant Liquor License Application - Daddy's Girl LLC dba Uptown Shabby Shack Eatery & Catering - City Clerk Cecilia Good
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	Mayor & Council
Date:	11/05/2019

Recommendation:

Staff recommends that the Mayor and City Council approve the attached application for a new restaurant liquor license for Shabby Shack Eatery & Catering.

Discussion:

The application for a new restaurant liquor license application has been reviewed and approved by the Wyoming Liquor Division, Sheridan Police Department and the Clerk's Office. The applicant will be utilizing the building in the same capacity as the previous tenant that held a restaurant liquor license in the same location.

Attachments

New Restaurant LL Application - Daddy's Girl LLC

WLD-31 (4/17)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City/County Clerk

License Fees
Annual Fee: $_____
Prorated Fee: $_____
Transfer Fee: $_____
Publishing Fee: $_____
Publishing Fee Direct Billed to Applicant: ☐

Local License #: _____
Date filed with clerk: 11 / 01 / 2019
Advertising Dates: (2 Weeks) 11-8-19 & 11-13-19
Hearing Date: 11 / 18 / 2019

License Term: 11 (Month) / 18 (Day) / 2019 (Year) Through 12 (Month) / 31 (Day) / 2019 (Year)

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

Applicant: Daddy's Girl LLC

Trade/Business Name (dba): Uptown Shabby Shack Eatery & Catering

Building to be licensed/Building Address: 1 East Alger Ste #101 (Number & Street)

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

Mailing Address: 8 Airway Dr. (Number & Street or P.O. Box)

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

Business Telephone Number: (307) 763-9133 Fax Number: ( )

E-Mail Address: _____

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

Grinnell Addition Block 3 Lot 14

FILING FOR
☑ NEW LICENSE
☐ TRANSFER OF LOCATION

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

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

☐ TRANSFER OWNERSHIP ☐ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

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

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

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

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

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

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

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

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

☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 8am to 9pm

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

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

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

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

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

(A) When the lease expires, located on page 1 paragraph 2 of lease.

(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph 6 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

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

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

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

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

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

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

   _____

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

   If "YES", explain: _____

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Susan Kraft	4/7/ 1971	8 Airway Dr. Sheridan, Wy 82801	751-2953	4 mo	100	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

7. BAR AND GRILL LICENSE:

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

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b)
(e.g. 10 x 12 room in SE corner of building): 15 X 6.4, between mens restroom + Salad bar. In the middle of building

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

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

9. RESORT LICENSE:

Does the resort complex:

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

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

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

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

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

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

10. MICROBREWERY LICENSE:

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

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

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

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

11. WINERY LICENSE:

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

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

12. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

13. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

14. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

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

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

15. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

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

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

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

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

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

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

REQUIRED ATTACHMENTS:

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

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

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

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

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) *SS.*
COUNTY OF Sheridan)

Signed and sworn to before me on this 31st day of October, 20 19 that the facts alleged in the foregoing instrument are true by the following:

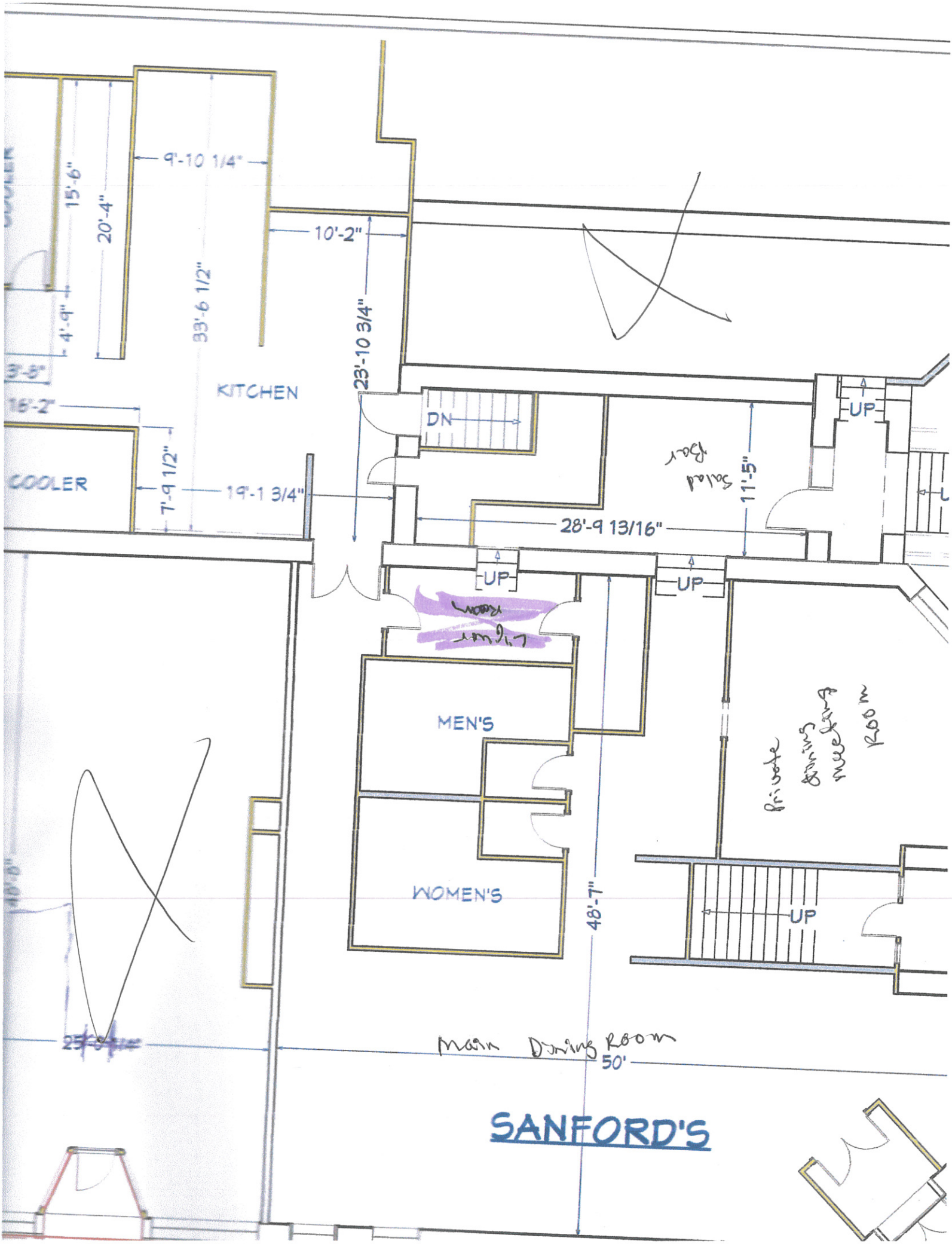
	(Signature)	(Printed Name)	Title
1)	Susan Kuff	Susan Kuff	owner
2)			
3)			
4)			
5)			
6)			

CECILIA GOOD - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
My Commission Expires December 10, 2019
(SEAL)

Witness my hand and official seal:

Signature of Notary Public

My commission expires: December 10th 2019


9'-10 1/4"
15'-6"
20'-4"
33'-6 1/2"
10'-2"
23'-10 3/4"
4'-9"
3'-8"
16'-2"
KITCHEN
COOLER
7'-9 1/2"
19'-1 3/4"
DN
UP
11'-5"
28'-9 13/16"
UP
UP
MEN'S
WOMEN'S
48'-7"
UP
Private Dining Meeting Room
Main Dining Room
50'
SANFORD'S

APPLICATION FOR FOOD LICENSE

FOOD LICENSE: $100.00 Initial Fee; $50.00 Annual Renewal Fee.
(Licenses shall expire one year after date of issuance)

Paid chk # 2546

Cheyenne Office Use Only

LICENSE ACCOUNT NUMBER	ACTIVATION DATE	CHECK NO/CASH

LICENSE APPLICATION INFORMATION (to be completed by applicant)

Type of Application:

☑ New ☐ Change of Location ☐ Change of Owner

If change of owner or location, previous establishment name/location: _____

- Establishment Information -

Establishment Name: Uptown Shabby Shack Eatery + Catering **Person in Charge on Site:** Terra Sulzman Susan Kraft

Physical Address: 1 East Alger Suite 101

City: Sheridan **State:** WY **Zip:** 82801

Business Phone Number: 307 763-4133 **Person in Charge on Site Phone:** (307) 763-3038

Email: _____ **Fax:** _____

- Owner Information -

Name of Owner : Daddy's Girl LLC

Name of Company (if applicable): Uptown Shabby Shack Eatery + Catering

Form of Organization:

☐ Individual ☐ Association ☐ Corporation

☐ Partnership ☑ Other Entity LLC

Parent Company (if applicable) : _____

Address: 8 Airway Dr.

City: Sheridan **State:** WY **Zip:** 82801

Owner Phone Number: _____

INDICATE WHERE TO MAIL ALL CORRESPONDANCE ____ (1=ESTABLISHMENT; 2=OWNER; 3=EMAIL)

Type of Establishment (please check applicable box)

☑ Food Service ☐ Grocery ☐ Convenience ☐ Meat Plant ☐ Distributor ☐ Warehouse ☐ Dietary Supplement Processor ☐ Institution

☐ Guest Ranch ☐ Dairy ☐ Bulk Water ☐ Bar ☐ Mobile ☐ Commissary Dependent Mobile ☐ Retail Processor

☐ Retail Pre-Packaged ☐ School ☐ Hotel ☐ Bed and Breakfast ☐ Seasonal Facility

☐ Manufactured Food Processor; Type of Food: _____

I ATTEST TO THE ACCURACY AND INFORMATION PROVIDED IN THIS APPLICATION. I AGREE TO COMPLY WITH ALL APPLICABLE WYOMING LAWS AND REGULATIONS AND I UNDERSTAND THAT EACH SECTION OF THE LAWS AND REGULATIONS IS SEPARATELY AND COLLECTIVELY ENFORCEABLE. I AGREE TO ALLOW THE REGULATORY AUTHORITY ACCESS TO MY ESTABLISHMENT. LATE RENEWAL PAYMENTS WILL RESULT IN DEACTIVATION.

Susan Kraft	10/30/19	Dan Thum	Sheridan
SIGNATURE OF APPLICANT	DATE	APPROVING OFFICIAL	COUNTY

Make Checks Payable to:
WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES SECTION
2219 CAREY AVE.
CHEYENNE, WY 82002
(307) 777-7211
State Relay Service at 7-1-1 or 1 800 877-9965

Instructions: A plan review must be submitted before this application can be considered, unless this is a change of ownership. Submit this application to your inspector of the WY Department of Agriculture or local County Health Dept. Complete all sections. If a section is not applicable enter "N/A". If additional space is needed for any item, attach additional sheet.

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Revised 03/16

White copy to Cheyenne----Yellow copy inspector----Pink copy establishment

FIRST FEDERAL
BANK & TRUST

October 30, 2019

To Whom It May Concern

RE: Daddys Girl LLC

Daddys Girl LLC, Susan L Kraft-owner, has an account established at First Federal Bank and Trust as an LLC. This account is in open and in good standing and Susan L Kraft is the authorized signer on the account.

Thank you for your time and attention to this matter. Please don't hesitate to contact me for further assistance.

Jessica Luke
Personal Banker
307-673-2915
jluke@efirstfederal.com

CITY OF SHERIDAN, WYOMING

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

Mayor Roger Miller City Administrator Mark Collins

LIQUOR LICENSE OPERATION PLAN

Name as it appears on license: Daddy's Girl LLC

Common Name (doing business as): Uptown Shabby Shack Eatery and Catering

Street Address: 1 East Alger STE 101

Phone #: 307-751-2953

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

Hours of Operation

Our planned hours of operation are:
8AM – 9PM Tuesday - Sunday

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

Format

The premises will be operated as:
Restaurant

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

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

Security/ Crowd Control/ Capacity Limits

The Official Capacity limit for our business is: 106 Occupants

CITY OF SHERIDAN, WYOMING

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

Mayor Roger Miller City Administrator Mark Collins

In order to comply with our capacity limits we shall: only have seating for 88 people

We shall maintain peace and order in and around our business by: Owner/Manager on site all operating hours. Control seating

Rules of the establishment shall be enforced by: Owner/Manager on site all operating hours.

Alcohol Management

To comply with laws regarding alcoholic and malt beverages, including the use of eighteen (18) to twenty (20) year old servers in restaurants if applicable, our establishment will:
Tips training and control liqour serving and controlled seating No tolerance policy

Susan Kraft
Signature of License Holder

10/30/19
Date

Susan Kraft
Printed Name

LEASE AGREEMENT

This lease is entered into the first day of August 1, 2019 between Summit Gas Resources, Inc., a Delaware corporation ("Landlord") and its assigns or successor in interest, and Daddy's Girl LLC DBA Uptown Shabby Shack Eatery and Catering , a Wyoming Limited Liability Corporation, (Tenant").

THE PARTIES AGREE AS FOLLOWS:

1. **Premises:** In consideration of the rents, covenants and agreements contained herein, Landlord leases to Tenant, and Tenant leases from Landlord the space attached as Exhibit A, which comprises a part of the Cady Building located at 1 Suite 101 East Alger Street, Sheridan, WY 82801.

2. **Term:**

   (a) Length of Initial Term. The initial term of this lease shall be for a period of Five (5) consecutive years, beginning on the commencement date of August 15, 2019. The lease shall terminate on August 15, 2024.
   (b) Length of Additional Terms. Tenant shall have the option, as described in paragraph 4, to extend the initial term for one additional term, with the term consisting of a period of three (3) consecutive full years. The additional term shall commence on August 15, 2024 and shall terminate on August 15, 2027.
   (c) Commencement Date and Obligation to Pay Rent. The commencement date for this Lease Agreement and of Tenant's obligation to pay rent hereunder is August 1, 2019.

3. **Monthly Rent:** Tenant agrees to pay Landlord at such places as Landlord may designate, without prior demand therefore and without setoff, as fixed rent, the sum of Four Thousand Dollars ($4,000.00) per month for each calendar month during the First (1) year of this lease. Tenant agrees to pay Four Thousand Seven Hundred Dollars ($4,700) per month during years Two (2) through year Five (5) of the Lease. If Tenant exercises its option to extend the lease, Tenant shall pay to Landlord the sum of Five Thousand, Dollars ($5,000.00) per month for each calendar month during the Three (3) years of the additional term. The rent shall be paid in advance, on the first day of each calendar month during the term of this lease. In the event the commencement date occurs on a day other than the first day of the month, the rent shall be paid on the commencement date for the initial fractional month prorated on a per-diem basis. The same shall be true of the last month of the term. Tenant shall have a ten-day grace period within which to make any rent payment. If the rent is not paid within the grace period (but without notice or demand),

Landlord may, in addition to any other rights and remedies, TERMINATE THIS LEASE by providing written notice to Tenant. Tenant shall also pay to Landlord with such delinquent amount a late charge in an amount equal to 10% of the delinquent amount for the purposes of defraying administrative costs and expenses incident to handling and delinquency. The late charge shall be deemed Additional Rent, and the right to require it shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed a liquidated damages or as limiting Landlord's remedies in any manner.

4. Additional rent.: The Cady building has a basement with 2,514 square feet including a walk in freezer. Tenant desires to lease half or approximately one thousand two hundred fifty seven (1257) square feet including walk in freezer for the amount of $ 500 per month for the term of this Lease and under the terms of this Lease.

5. **Renewal:** Tenant shall have the option to extend this lease for one additional term, with the term consisting of a period of three (3) consecutive full years so long as: (a) Tenant has not been in default under any of its obligations under this lease and (b) Tenant notifies Landlord in writing of its intent to exercise its option for the additional term at least (60) days before the expiration of the initial lease term or the prior additional term. The rental for the additional term shall be as specified in paragraph 3. above.

6. **Use of Premises:** Tenant shall not use the premises for any purpose other than the operation of a restaurant, bar, bakery and related facilities. Tenant is specifically authorized to use the leased premises for the distribution and sale of alcohol. As required by Wyoming Statute, Landlord expressly acknowledges and agrees that the Tenant may sell alcohol or malt beverages on the premises in accordance with W.S.12-4-103(a)(iii). Tenant shall comply with all governmental regulations concerning the use of the premises.

7. **Parking:** Landlord shall provide Tenant with the use of the 4 parking spaces directly north of the rear access door for Tenant's employee parking.

8. **Taxes:** Landlord shall pay all real property taxes levied or assessed by lawful taxing authorities against the land, buildings and improvements comprising the leased facilities. Tenant shall be assessed 23.2 percent (23.2%) of the yearly property tax statement. Tenant is expected to divide amount by 12 and include that amount with monthly rent payment on a calendar year basis beginning January of each year. Tenant's total current portion of property taxes is $ 7,198.55.

9. **Utilities:** Tenant shall pay for all electricity, gas, garbage removal, water, sewer, and sewer charges for the leased premises. The parties acknowledge that all of the utilities for the kitchen, shared by Tenant and a third-party tenant of Landlord, are on one meter and are being billed to Tenant. The

Tenant's leased premises. Landlord charges 50% of the total utilities from this meter back to Tenant. The monthly amount currently charged to Tenant is approximately $600 A copy of the monthly bill will be mailed to Tenant to confirm the amount Tenant will pay Landlord.

10. Maintenance:

(a) Tenant Maintenance: Tenant at Tenant's sole cost and expense shall keep the leased premises and equipment and leased items described on Exhibit B in good order, condition and repair. Repairs of mechanical, plumbing, heating, electrical, air conditioning, and swamp cooling systems servicing both the area leased by Tenant and areas leased by third parties from Landlord shall be prorated between Tenant and the third parties in the same manner and percentage as utilities are to be prorated under paragraph 9 above.

(b) Replacement Items: As to the items described on Exhibit B, Tenant shall repair and replace all such items at Tenant's expense. Tenant may also trade any such property for property with a value at least equal to the value of the traded property as is necessary to acquire different equipment which meets the needs of Tenant's operation. Tenant will give written notice to Landlord before making such a trade. Any replacements or trades acquired by Tenant for such items shall become Landlord's property and shall be surrendered by Tenant to Landlord at the termination of this lease free and clear of all liens and encumbrances and claims of third parties.

11. Mechanic's Lien: Should any mechanic's or other lien be filed against the premises or any part thereof by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice from Landlord.

12. Access to Premises: Landlord shall have the right to enter the premises for the purpose of maintenance and repair of any portion of the leased premises or other portions of the building in which the leased premises are located. Landlord shall also have the right to enter the premises to inspect the same or to exhibit the same to prospective purchasers, mortgagees, tenants, and lessees, and to make such repairs, additions, alterations, or improvement as Landlord may deem desirable or as are required by the terms hereof, provided, however, that such activities shall not unreasonably interfere with the business activities of Tenant. Tenant is required to provide a key to front and back door for the purposes of inspections and maintenance of the premises.

13. Quiet Enjoyment: Tenant, upon paying the rents and observing and performing all of the terms, covenants, and conditions on its part to be

performed hereunder, shall peaceably and quietly enjoy the premises for the term hereof.

14. **Surrender of Premises:** At the expiration of this lease, Tenant shall surrender the premises as well as the equipment and personal property described on the inventory or its specific replacement which is to be attached hereto in the same condition as they were in upon delivery of possession thereto under this lease, reasonable depreciation, wear and tear excepted, and shall deliver all keys to Landlord. Missing inventory items will be replaced or paid for by Tenant. Before surrendering the premises, Tenant shall remove all of Tenant's personal property and trade fixtures and shall repair any damage caused by such property or the removal thereof. If Tenant fails to remove its personal property and fixtures upon expiration of this lease, the same shall be deemed abandoned and shall, at the option of Landlord, become the property of the Landlord.

15. **Signs:** Subject to Landlord's approval, which Landlord agrees not to unreasonably withhold, Tenant may install a suitable sign or signage pertaining to its business upon the exterior of the Cady Building.

16. **Holding Over:** Any holding over after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms herein specified as far as possible.

17. **Attorney's Fees:** If either Landlord or Tenant institutes any action or proceeding against the other relation to the provisions of this lease or any default hereunder then the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expense of such action including reasonable attorney's fees, incurred therein by the successful party.

18. **Condition of Premises:** Tenant has examined the leased premises as well as the buildings and improvements located thereon and the leased equipment. **TENANT ACCEPTS THE LEASED PREMISES AND ALL PROPERTY LOCATED THEREON "AS IS."**

19. **Assignment:** Tenant shall not assign this lease or sublet the leased premises or any interest therein without the written consent of Landlord. A consent by Landlord to one assignment or subletting shall not be deemed to be consent to any subsequent assignment or subletting. An assignment or subletting without the written consent of Landlord, or an assignment or subletting by operation of law, shall be void and, at the option of the Landlord, terminate this lease.

20. **Release and Indemnity:** To the maximum extent permitted by law, Tenant releases, waives and discharges Landlord, its officers, directors, shareholders,

employees and successors from all liability to Tenant, its successors and assigns, for any and all loss or damage and any claims or damages resulting therefrom on account of injury to Tenant's person or property while Tenant or Tenant's property is on the leased premises.

To the maximum extent permitted by law, Tenant shall indemnify and hold Landlord, its officers, directors, shareholders, employees and successors harmless from any and all claims and costs arising from Tenant's use or occupancy of the leased property.

21. **Remedies and Termination:** Tenant may terminate this lease at any time after the first three (3) years by (a) giving (60) days' prior written notice of intent to terminate to Landlord and (b) surrendering possession of the premises on the termination date and (c) paying to Landlord the sum of Nine Thousand Dollars ($9,976.00) payable upon providing written notice of termination of lease to Landlord.

In the event of default, Landlord and Tenant shall each have all of the rights and remedies available to them at law or inequity, and Landlord shall also have the right to remove all property and persons from the leased premises and the right to store in any public warehouse at Tenant's expense all property so removed.

22. **Time:** Time is of the essence in this agreement.

23. **Insurance:** Tenant will, at Tenant's own expense, during the term of this lease, maintain in force a policy of property and liability insurance written by a responsible insurance carrier providing coverage for (1) property, furniture and fixtures, equipment, restaurant facilities, and loss of income and (2) liability (minimum of $1,000,000). Also, Tenant will reimburse Landlord for any and all increases in insurance premiums on Landlord's master insurance policy for the Cady Building due to the addition of a restaurant facility.

24. **Casualty:** If the leased premises are damaged and such damage is not caused by Tenant or any person on the leased premises with the express or implied consent of the Tenant, then this lease agreement (a) may be terminated at the election of either party if the damage is so extensive as to make it impractical for the Tenant to use the leased premises for the purposes for which the premises were leased or (b) if the damage does not make it impractical for the Tenant to use the property for the purposes for which the premises were leased, then the rent due for the period during which the damage remains unrepaired shall be abated to the amount of that proportion of the rent which the fair rental value of the lease premises after the damage bears to its fair rental value before the damage.

25. **Nonwaiver:** The waiver by Landlord of any breach of any provision of this lease shall not constitute a continuing waiver or waiver of any subsequent breach of the same or different provisions of this lease.

26. **Entire Agreement:** This instrument contains the sole and only agreement between the parties concerning the leased premises and correctly sets forth their rights and obligations as to each other concerning the leased premises as of its date. There are no other agreements or representations respecting the leased premises or the duties of the parties in relation thereto not expressly set forth in this instrument.

27. **Security Deposit:** Tenant shall pay to Landlord a security deposit in the amount of Five Thousand Dollars ($5,000.00). to be held by Landlord as follows:

(a) The security deposit shall be held as security for the full and faithful performance by Tenant of the terms, conditions and covenants of this agreement.

(b) The security deposit is not to be deducted by Tenant from rent payments of other charges due hereunder, and Landlord's right to possession of the premises for nonpayment of rent or for any other reason shall not be affected by the reason of the fact that Landlord holds the deposit.

(c) Landlord reserves the right to deduct from the security deposit at any time prior to refund, amounts reasonably necessary to remedy Tenants' defaults under this agreement including, without limitation, payment of rent, to repair damage to the premises and equipment caused by Tenant, or to clean the premises upon termination of the tenancy.

(d) Tenant shall restore the security deposit to its original amount should the use of such funds be required by Landlord during the period of this agreements. Refusal to restore such amount shall be cause for termination of the agreement. Landlord shall provide a written itemization of all deductions made by Landlord.

(e) The security deposit shall be refunded to Tenant within thirty (30) days after Tenant vacates, less any charges made pursuant to this agreement are necessary to compensate Landlord for any loss or damages sustained by Landlord due to breach by Tenant, including, but not limited to, expensed, fees and costs incurred by Landlord in securing full possession of the premises.

fees and costs incurred by Landlord in securing full possession of the premises.

28. **Jurisdiction:** Any question of law or fact shall be determined pursuant to Wyoming law. Jurisdiction of any dispute between the parties shall be in the state of Wyoming.

DATED this 1st day of January 2019

SUMMIT GAS RESOURCES, INC.

By: _____
Peter G. Schoonmaker, President and CEO

ATTEST:

_____

Daddy`s Girl LLC DBA
Uptown Shabby Shack Eatery and Catering

By: _____
It`s

ATTEST:

_____

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:	Public Hearing for the Renewal of Liquor License Applications - City Clerk Cecilia Good 1. Daddy's Girl LLC dba Uptown Shabby Shack Eatery & Catering 2. Gnehm Management, LLC 3. Eagles FOE #186
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	Mayor & Council
Date:	11/05/2019

Discussion:

Attached are the three remaining renewal applications for the 2020 liquor license term.

Attachments

Renewal Application for Daddy's Girl LLC
Eagles Aerie #186 Renewal Application
Gnehm Management Renewal Application

WLD-28 (5/17)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City/County Clerk

Local License #:

License Fees — Annual Fee: $_____ Prorated Fee: $_____ Transfer Fee: $_____ Publishing Fee: $_____

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 11 / 01 / 2019

Advertising Dates: (2 Weeks) 11-8-19 & 11-13-19

Hearing Date: 11 / 18 / 2019

License Term: 01 (Month) / 01 (Day) / 2020 (Year) Through 12 (Month) / 31 (Day) / 2020 (Year)

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

Applicant: Daddy's Girl LLC

Trade/Business Name (dba): Uptown Shabby Shack Eatery & Catering

Building to be licensed/Building Address: 1 East Alger Ste 101 (Number & Street)

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

Mailing Address: 8 Airway Dr. (Number & Street or P.O. Box)

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

Business Telephone Number: (307) 763-4133 Fax Number: ( )

E-Mail Address: uptownshabbyshack@gmail.com

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

Grinnell Addition Block 3 Lot 4

MINIMUM PURCHASE

Retail License Holders Only

Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term?

☐ YES ☐ NO

Please submit invoices to clerk

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Sheridan

☒ COUNTY OF: Sheridan

FILING AS (CHOOSE ONLY ONE)

- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☒ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

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

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

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

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

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

WHEN DO YOU OPERATE? (To assist the Liquor Division with scheduling inspections)

☒ FULL TIME (e.g. Jan through Dec)

(specify months of operation) from Jan to Dec

☐ SEASONAL/PART-TIME

DAYS OF WEEK (e.g. Mon through Sat) from Tues to Sunday

☐ NON-OPERATIONAL/PARKED

HOURS OF OPERATION (e.g. 10a - 2a) from 8am to 9pm

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

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

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

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

(3) **LEASE** is current and on file with the licensing authority & Liquor Division. ☒ YES ☐ NO

If lease is not current, please submit a copy of the lease and indicate:

(A) When the **lease expires**, located on page 1 paragraph 2 of lease document.

(B) Where the **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph 6 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

WLD-28 (5/17)

2. If the applicant is filing as an Individual or Partnership or as a Club: W.S. 12-4-102 (a) (ii) & (iii)
Each individual or partner or officer must complete this section.

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

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

3. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)
Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and** every officer, **and** every director must complete this section.

True and Correct Name	Date of Birth	***DONOT LIST PO BOXES*** Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Susan Kraft	4/7/71	8 Airway Dr. Sheridan, WY 82801	751-2953	4 mos	100	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

4. Restaurant and Bar and Grill Liquor License Holders Only:
(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)
(Line 1) Liquor Sales: $_____ (_____%)
(Line 2) Food Sales: $_____ (_____%)
(Line 3) Gross Sales: $_____ (_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

(c) **Restaurant License Holders Only**: Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-102(a)(i) (e.g. 10 x 12 room in SE corner of building):
1st Room: 15' x 6'4", between the men's bathroom & Salad Bar
2nd Room: _____

5. Microbrewery License Holders Only:
(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO
(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesaler license with the Liquor Division) ☐ YES ☐ NO
(c) Do you distribute your own products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) ☐ YES ☐ NO

6. Social Club License Holders Only:
(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) SS.
COUNTY OF Sheridan *)*

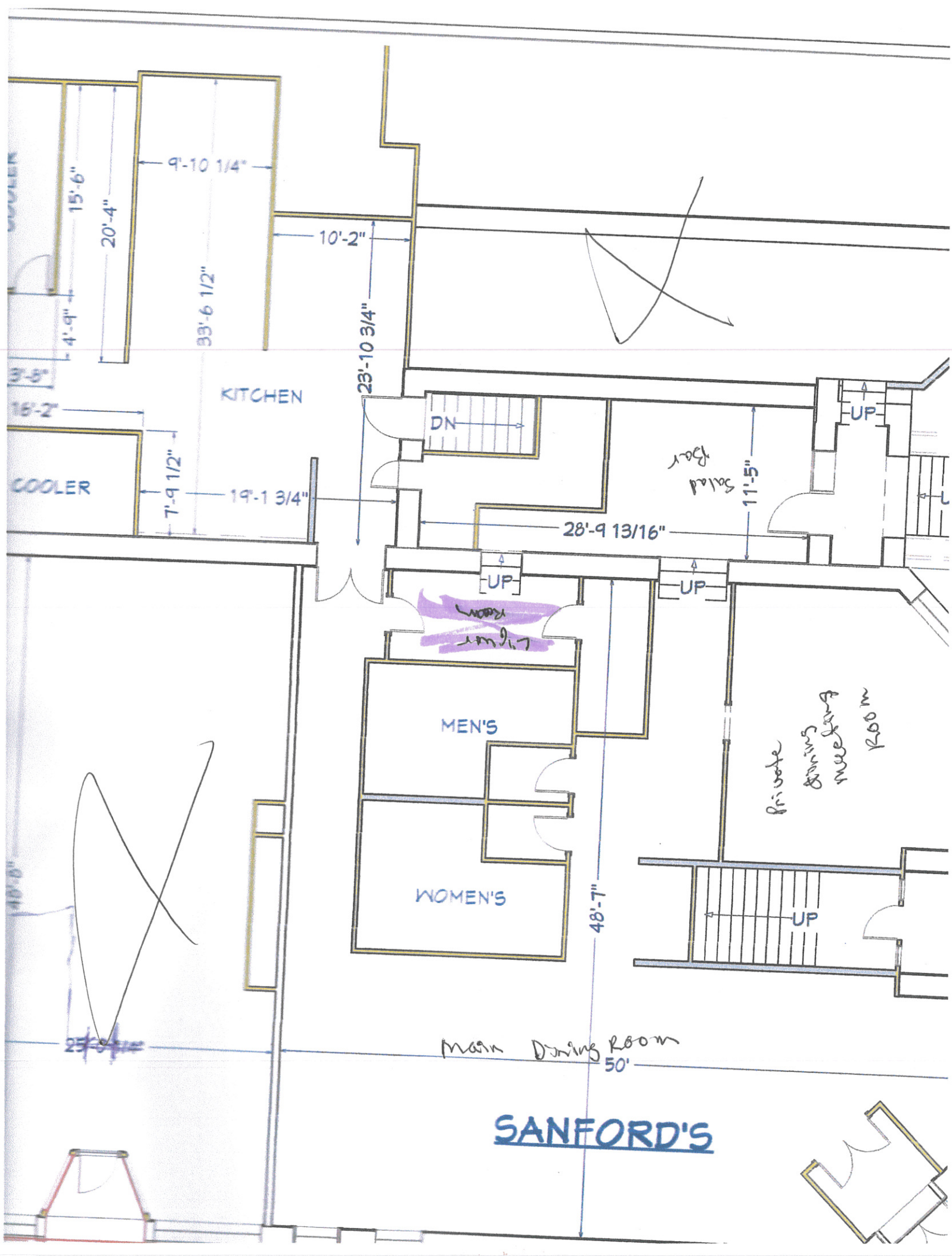
Signed and sworn to before me on this 31 day of October, 2019 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Susan Kraft	Susan Kraft	owner
2)			
3)			
4)			

CECILIA GOOD - NOTARY PUBLIC
COUNTY OF SHERIDAN STATE OF WYOMING
My Commission Expires December 10, 2019

Witness my hand and official seal: _____
Signature of Notary Public

My commission expires: December 10th, 2019


9'-10 1/4"
15'-6"
20'-4"
33'-6 1/2"
10'-2"
23'-10 3/4"
4'-9"
3'-8"
16'-2"
KITCHEN
COOLER
7'-9 1/2"
19'-1 3/4"
DN
UP
Salad Bar
11'-5"
28'-9 13/16"
UP
UP
MEN'S
WOMEN'S
48'-7"
Private Dining Meeting Room
UP
Main Dining Room
50'
SANFORD'S

CITY OF SHERIDAN, WYOMING

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

Mayor Roger Miller City Administrator Mark Collins

LIQUOR LICENSE OPERATION PLAN

Name as it appears on license: Daddy's Girl LLC_____

Common Name (doing business as): Uptown Shabby Shack Eatery and Catering_____

Street Address: 1 East Alger STE 101_____

Phone #: 307-751-2953_____

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

Hours of Operation

Our planned hours of operation are:
8AM – 9PM___**Tuesday - Sunday**_____

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

Format

The premises will be operated as:
Restaurant_____

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

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

Security/ Crowd Control/ Capacity Limits

The Official Capacity limit for our business is: 106 Occupants

_____

_____

CITY OF SHERIDAN, WYOMING

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

Mayor Roger Miller City Administrator Mark Collins

In order to comply with our capacity limits we shall: only have seating for 88 people

We shall maintain peace and order in and around our business by: Owner/Manager on site all operating hours. Control seating

Rules of the establishment shall be enforced by: Owner/Manager on site all operating hours.

Alcohol Management

To comply with laws regarding alcoholic and malt beverages, including the use of eighteen (18) to twenty (20) year old servers in restaurants if applicable, our establishment will:
Tips training and control liqour serving and controlled seating No tolerance policy

Susan Kraft
Signature of License Holder

10/30/19
Date

Susan Kraft
Printed Name

WLD-28 (5/17)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:	L1760	
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

License Fees
Annual Fee: $ 500.00
Prorated Fee: $.
Transfer Fee: $.
Publishing Fee: $ 90.00
Publishing Fee Direct Billed to Applicant: ☐

Local License #: 4
Date filed with clerk: 09 / 20 / 2019
Advertising Dates: (2 Weeks) 10/23/2019 & 10/30/2019
Hearing Date: 11 / 04 / 2019

License Term: 1/1/2020 Through 12/31/2020

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

Applicant: **SHERIDAN AERIE #186 FOE**

Trade/Business Name (dba): **FRATERNAL ORDER OF EAGLES**

Building Address: **850 N MAIN ST**
(Building to be licensed)
SHERIDAN, WY 82801

Mailing Address: **PO BOX 2031**
SHERIDAN, WY82801

Business Telephone Number: (307) 674-6881 Fax Number: (307) 672-0319

E-Mail Address:

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
LOTS 1-5, BLOCK 26, SHERIDAN LAND CO

MINIMUM PURCHASE
Retail License Holders Only
Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term?
☒ YES ☐ NO
Please submit invoices to clerk

FILING IN
CITY OF SHERIDAN

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

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

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

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

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

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

SPECIAL DESIGNATIONS

WHEN DO YOU OPERATE? (To assist the Liquor Division with scheduling inspections)

☒ FULL TIME (e.g. Jan through Dec)
(specify months of operation)
from 01-01 to 12-31

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

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

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

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

(a) **OWN** the licensed building? ☒ YES (own)

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

(c) **LEASE** is current and on file with the licensing authority & Liquor Division. ☐ YES ☐ NO

If lease is not current, please submit a copy of the lease and indicate:

(i) When the **lease expires**, located on page_____paragraph_____of lease document.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

WLD-28 (5/17)

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

Each individual or partner or officer must complete this section.

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

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

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

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

True and Correct Name	Date of Birth	***DONOT LIST PO BOXES*** Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Sandra Markley	1-5-85	1120 mydland RD 1013 Sheridan WY 82801	307-763-0352	70	0	YES ☐ NO ☒	YES ☐ NO ☒
Chester Burton	12-15-64	1057 S Main #3 Sheridan WY 82801	307 752-4234	70	0	YES ☐ NO ☒	YES ☐ NO ☒
Timothy D. Rowe SR	4/25/65	674 S. Gaspy Sheridan WY 82801	307 752-8691	70	0	YES ☐ NO ☒	YES ☐ NO ☒

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

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1)Liquor Sales: $_____(_____%)

(Line 2) Food Sales: $_____(_____%)

(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

(c) **Restaurant License Holders Only**: Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-102(a)(i)(e.g. 10 x 12 room in SE corner of building):

1st Room:

2nd Room:

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

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

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☒ YES ☐ NO

OATH OR VERIFICATION

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

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

STATE OF WYOMING)

) SS.

COUNTY OF Sheridan *)*

Signed and sworn to before me on this 8th day of September, 2019 that the facts alleged in the foregoing instrument are true by the following:

1) Sandra Markley (Signature)	Sandra Markley (Printed Name)	President	Title
2) Timothy D. Rowe Sr. (Signature)	Timothy D. Rowe SR. (Printed Name)	Last Worthy Pres.	Title
3) Scott A. Campbell (Signature)	Scott A. Campbell (Printed Name)	3yr Trustee	Title
4) C Burton (Signature)	Chester C Burton (Printed Name)	1yr Trustee.	Title

Witness my hand and official seal: Lori A. McDuffie

Signature of Notary Public

My commission expires: 5-27-22

LORI A. McDUFFIE - NOTARY PUBLIC
County of Sheridan (SEAL) State of Wyoming
My Commission Expires 5-27-22

Alcohol Server Education/Certification Log

Name of Employee	Date of Hire	Certification Number	Certification Date	Additional Training Received
Sandra Markley	3/5/19	4609191	8/23/17	
Chester Burton	2/1/19	5083548	5/8/19	
Fallon Cross	2/7/19	508 3545	5/8/19	
Jennifer Jones	10/22/19	4873538	8/10/18	

Current Officers - 186 SHERIDAN, WY

Term Ending: 5/31/2020

Office	Member	Name		
JR PAST WORTHY PRESIDENT	4748416	TIMOTHY D ROWE SR	Remove from Office	View History
WORTHY PRESIDENT	4324719	SANDRA R MARKLEY	Remove from Office	View History
WORTHY VICE-PRESIDENT	4115389	MARK A HAMILTON	Remove from Office	View History
WORTHY CHAPLAIN	4981306	AMBER M SHUPIEN	Remove from Office	View History
WORTHY SECRETARY	5072537	LORI A MCDUFFIE	Remove from Office	View History
TREASURER	4861141	DAVID J DAVIS	Remove from Office	View History
WORTHY CONDUCTOR	73184	ROGER D. CALKINS	Remove from Office	View History
INSIDE GUARD	5017526	DEVIN A DEUTSCH	Remove from Office	View History
OUTSIDE GUARD				View History
TRUSTEE CHAIRMAN	3723372	CHESTER C. BURTON	Remove from Office	View History
TRUSTEE			Assign Officer	View History
TRUSTEE	4668355	SCOTT A CAMPBELL	Remove from Office	View History
TRUSTEE	4851500	EDWARD ALLEY JR	Remove from Office	View History
TRUSTEE	4394957	CHAD R KORDUS	Remove from Office	View History
TRUSTEE	5068784	MATT THUMBS	Remove from Office	View History

Committee/Appointment	Member	Name		
AERIE AUDITOR	Edit	ROGER CALKINS	Remove	View History
MEMBERSHIP			Assign	View History
AERIE BULLETIN EDITOR			Assign	View History
TRIAL COMMITTEE CHAIR	73184	ROGER D. CALKINS	Remove	View History
TRIAL COMMITTEE MEMBER			Assign	View History
TRIAL COMMITTEE MEMBER	4284607	FRED W. JOHN	Remove	View History
TRIAL COMMITTEE MEMBER	73503	JOHN L. OWINGS	Remove	View History
TRIAL COMMITTEE MEMBER	3892100	JOSEPH L MARSHALL JR.	Remove	View History
TRIAL COMMITTEE ALTERNATE			Assign	View History
AERIE WEB MASTER			Assign	View History
GOVERNMENT RELATIONS			Assign	View History
FINANCE COMMITTEE			Assign	View History
FINANCE COMMITTEE	3941431	MONA L. HANSEN	Remove	View History
FINANCE COMMITTEE	3723372	CHESTER C. BURTON	Remove	View History
SUB LOCAL OFFICER			Assign	View History

All Officer History

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WLD-28 (5/17)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:	A2228	
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 22

License Fees
Annual Fee: $ 1,500.00
Prorated Fee: $.
Transfer Fee: $.
Publishing Fee: $ 90.00

Date filed with clerk: 9 / 30 / 2019

Advertising Dates: (2 Weeks)
10/23/2019 & 10/30/2019

Hearing Date: 11 / 04 / 2019

Publishing Fee Direct Billed to Applicant: ☐

License Term: 1/1/2020 Through 12/31/2020

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

Applicant: GNEHM MANAGEMENT LLC

Trade/Business Name (dba): GNEHM MANAGEMENT

Building Address: 635 BROADWAY
(Building to be licensed)
SHERIDAN, WY 82801

Mailing Address: 1674 HILLCREST DR
SHERIDAN, WY82801

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

E-Mail Address: egnehm@gmail.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
WEST GLACIER PARK ADDITION, BLOCK 2, LOT 03

MINIMUM PURCHASE
Retail License Holders Only

Have you purchased **$2,000** in spirits, wines and/or malt beverages during the previous license term?

☒ YES ☐ NO
Please submit invoices to clerk

FILING IN
CITY OF SHERIDAN

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

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

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

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

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

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

SPECIAL DESIGNATIONS

WHEN DO YOU OPERATE? (To assist the Liquor Division with scheduling inspections)

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

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

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

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 6

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

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

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

(c) **LEASE** is current and on file with the licensing authority & Liquor Division. ☒ YES ☐ NO

If lease is not current, please submit a copy of the lease and indicate:

(i) When the **lease expires**, located on page_____paragraph_____of lease document.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

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

Each individual or partner or officer must complete this section.

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

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

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

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

True and Correct Name	Date of Birth	***DONOT LIST PO BOXES*** Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Wendy Gnehm	8/29/76	1674 Hillcrest Dr Sheridan WY 82801	307 655-5655	7	51%	YES ☐ NO ☒	YES ☐ NO ☒
Edward W. Gnehm III	10/30/74	1674 Hillcrest Dr Sheridan WY 82801	307 655-5655	7	49%	YES ☐ NO ☒	YES ☒ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

4. Restaurant and Bar and Grill Liquor License Holders Only:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b) (Line 1 + Line 2 must = Line 3)

(Line 1)Liquor Sales: $_____(_____%)

(Line 2) Food Sales: $_____(_____%)

(Line 3) Gross Sales: $_____(_____%)

(b) Did you attach a copy of your valid food service permit to this application. W.S.12-4-407(a), W.S.12-4-413(a) ☐ YES ☐ NO

(c) **Restaurant License Holders Only**: Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-102(a)(i)(e.g. 10 x 12 room in SE corner of building):

1st Room:

2nd Room:

5. Microbrewery License Holders Only:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

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

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

6. Social Club License Holders Only:

(a) Have you filed a detailed statement of your activities during the year with an itemized statement of amounts expended? W.S. 12-1-101(a)(ii)(E) ☐ YES ☐ NO

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
) SS.
COUNTY OF Sheridan)

Signed and sworn to before me on this 30 day of September, 2019 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Wendy Gnehm	Wendy Gnehm	owner
2)		Edward Gnehm III	Owner
3)			
4)			

Witness my hand and official seal:

Signature of Notary Public

(SEAL)

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

My commission expires: 11-03-2020

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

INVOICE

Invoice : Original

Invoice No: 1273964
Invoice Date: 7/24/2019
Order No: 1,252,736-0
Order Date: 7/23/2019
Cust PO No:

Date Shipped: 7/24/2019
Territory Code: 03
Carrier: North Park Outbound
Freight:
FOB: FOB Destination

Sold To: 2228
GNEHM MANAGEMENT LLC
GNEHM MANAGEMENT
1674 HILLCREST DR
SHERIDAN, WY 82801

Ship To: LOS0922
LOS AGAVES
LOS AGAVES
922 COFFEEN AVENUE
SHERIDAN, WY 82801
SHR

Contact: WENDY GNEHM
Tax: Exempt
Terms: Credit

	Item No / Description		Ordered	Shipped	UOM	Bottle Price	Unit Price	Ext Amount
1	13638	1.75 L 3YR 80 LORD CALVERT CANADIAN WHISKY - PET	1.0	1.0	CS	13.65	$81.87	$81.87
2	18198	1.75 L 90 EZRA BROOKS KENTUCKY STRAIGHT BOURBON WHISKEY	1.0	1.0	CS	15.22	$91.32	$91.32
3	741400	750.00 ML ANDRE' BRUT CHAMPAGNE	1.0	1.0	CS	3.95	$47.38	$47.38
4	674030	5.00 L PETER VELLA WHITE ZINFANDEL - BOX	1.0	1.0	CS	12.85	$51.40	$51.40

Remit To: Wyoming Liquor Division
6601 Campstool Road
Cheyenne WY 82002-0110
Telephone (307) 777-7231
Order Fax (800) 443-7853
Fax (307) 777-6255

SubTotal:	$271.97
Tax:	$0.00
Freight:	$0.00
Invoice Total:	$271.97
Total Payments:	$0.00
Amount Due:	$271.97

Total Cases:	4.00
Total Bottles:	0.00
Total Packs:	0.00

INVOICE

Invoice : Original

Invoice No: 1265565
Invoice Date: 6/27/2019
Order No: 1,243,724-0
Order Date: 6/27/2019
Cust PO No:

Date Shipped: 6/27/2019
Territory Code: 03
Carrier: North Park Outbound
Freight:
FOB: FOB Destination

Sold To: 2228
GNEHM MANAGEMENT LLC
GNEHM MANAGEMENT
1674 HILLCREST DR
SHERIDAN, WY 82801

Ship To: LOS0922
LOS AGAVES
LOS AGAVES
922 COFFEEN AVENUE
SHERIDAN, WY 82801
SHR

Contact: WENDY GNEHM
Tax: Exempt
Terms: Credit

	Item No / Description		Ordered	Shipped	UOM	Bottle Price	Unit Price	Ext Amount
								137.62
1	43120	1.75 L 80 BACARDI SUPERIOR RUM - PET	1.0	1.0	CS	19.67	$118.03	$118.03
2	11788	1.75 L 3YR 80 BLACK VELVET CANADIAN WHISKY - ROUND - PET	2.0	2.0	CS	13.60	$81.62	$163.24
3	891002	5.00 L PETER VELLA MOSCATO SANGRIA - BOX	1.0	1.0	CS	11.21	$44.83	$44.83
4	814575	5.00 L PETER VELLA DELICIOUS RED - BOX	1.0	1.0	CS	11.21	$44.83	$44.83

CK 1015

Remit To: Wyoming Liquor Division
6601 Campstool Road
Cheyenne WY 82002-0110
Telephone (307) 777-7231
Order Fax (800) 443-7853
Fax (307) 777-6255

SubTotal:	$370.93
Tax:	$0.00
Freight:	$0.00
Invoice Total:	$370.93
Total Payments:	$0.00
Amount Due:	$370.93

Total Cases:	5.00
Total Bottles:	0.00
Total Packs:	0.00

INVOICE

Invoice : Original

Invoice No: 1232346
Invoice Date: 3/12/2019
Order No: 1,210,390-0
Order Date: 3/12/2019
Cust PO No:

Date Shipped: 3/12/2019
Territory Code: 03
Carrier: North Park Outbound
Freight:
FOB: FOB Destination

Sold To: 2228
GNEHM MANAGEMENT LLC
GNEHM MANAGEMENT
1674 HILLCREST DR
SHERIDAN, WY 82801

Ship To: LOS0922
LOS AGAVES
LOS AGAVES
922 COFFEEN AVENUE
SHERIDAN, WY 82801
SHR

Contact: WENDY GNEHM
Tax: Exempt
Terms: Credit

	Item No / Description		Ordered	Shipped	UOM	Bottle Price	Unit Price	Ext Amount
1	40656	750.00 ML 70 360 HUCKLEBERRY VODKA	1.0	1.0	CS	7.99	$95.88	$95.88
2	478120	750.00 ML JOSH CELLARS CABERNET SAUVIGNON	2.0	2.0	CS	9.42	$113.07	$226.14
3	579770	750.00 ML JOSH CELLARS CHARDONNAY	2.0	2.0	CS	8.62	$103.46	$206.92

Remit To: Wyoming Liquor Division
6601 Campstool Road
Cheyenne WY 82002-0110
Telephone (307) 777-7231
Order Fax (800) 443-7853
Fax (307) 777-6255

SubTotal:	$528.94
Tax:	$0.00
Freight:	$0.00
Invoice Total:	$528.94
Total Payments:	$0.00
Amount Due:	$528.94

Total Cases:	5.00
Total Bottles:	0.00
Total Packs:	0.00

INVOICE

Invoice : Original

Invoice No: 1223156
Invoice Date: 2/11/2019
Order No: 1,201,144-0
Order Date: 2/11/2019
Cust PO No:

Date Shipped: 2/11/2019
Territory Code: 03
Carrier: North Park Outbound
Freight:
FOB: FOB Destination

Sold To: 2228
GNEHM MANAGEMENT LLC
GNEHM MANAGEMENT
1674 HILLCREST DR
SHERIDAN, WY 82801

Ship To: LOS0922
LOS AGAVES
LOS AGAVES
922 COFFEEN AVENUE
SHERIDAN, WY 82801
SHR

112.21

Contact: WENDY GNEHM
Tax: *Exempt*
Terms: Credit

	Item No / Description		Ordered	Shipped	UOM	Bottle Price	Unit Price	Ext Amount
1	419908	750.00 ML NEW AGE RED	1.0	1.0	CS	8.26	$99.12	$99.12
2	674030	5.00 L PETER VELLA WHITE ZINFANDEL - BOX	1.0	1.0	CS	12.85	$51.40	$51.40
3	891004	5.00 L PETER VELLA PINK MOSCATO SANGRIA - BOX	1.0	1.0	CS	11.21	$44.83	$44.83
4	18198	1.75 L 90 EZRA BROOKS KENTUCKY STRAIGHT BOURBON WHISKEY	1.0	1.0	CS	13.88	$83.30	$83.30
5	800502	355.00 ML ANGRY ORCHARD CRISP APPLE CIDER - BOTTLE - 4/6 PKS	1.0	1.0	CS	0.00	$30.26	$30.26
6	814575	5.00 L PETER VELLA DELICIOUS RED - BOX	1.0	1.0	CS	11.21	$44.83	$44.83
7	674000	5.00 L PETER VELLA DELICIOUS BLUSH - BOX	1.0	1.0	CS	11.21	$44.83	$44.83
8	419911	750.00 ML NEW AGE WHITE	1.0	1.0	CS	8.26	$99.12	$99.12

Remit To: Wyoming Liquor Division
6601 Campstool Road
Cheyenne WY 82002-0110
Telephone (307) 777-7231
Order Fax (800) 443-7853
Fax (307) 777-6255

CK 1007
533.47

SubTotal:	$497.69
Tax:	$0.00
Freight:	$0.00
Invoice Total:	$497.69
Total Payments:	$0.00
Amount Due:	$497.69

Total Cases:	8.00
Total Bottles:	0.00
Total Packs:	0.00

INVOICE

Invoice : Original

Invoice No: 1224714
Invoice Date: 2/14/2019
Order No: 1,202,828-0
Order Date: 2/14/2019
Cust PO No:

Date Shipped: 2/14/2019
Territory Code: 03
Carrier: North Park Outbound
Freight:
FOB: FOB Destination

Sold To: 2228
GNEHM MANAGEMENT LLC
GNEHM MANAGEMENT
1674 HILLCREST DR
SHERIDAN, WY 82801

Ship To: LOS0922
LOS AGAVES
LOS AGAVES
922 COFFEEN AVENUE
SHERIDAN, WY 82801
SHR

Contact: WENDY GNEHM
Tax: Exempt
Terms: Credit

	Item No / Description		Ordered	Shipped	UOM	Bottle Price	Unit Price	Ext Amount
1	10548 ✓	1.75 L 70	3.0	3.0	CS	15.94	$95.64	$286.92
	BLACK VELVET TOASTED CARAMEL CANADIAN WHISKY							
2	41836 ✓	750.00 ML 190	1.0	1.0	CS	11.91	$142.94	$142.94
	EVERCLEAR ALCOHOL - 190 PROOF							
3	28866 ✓	750.00 ML 94.6	1.0	1.0	CS	13.85	$166.20	$166.20
	TANQUERAY SPECIAL DRY DISTILLED ENGLISH GIN							

Remit To: Wyoming Liquor Division
6601 Campstool Road
Cheyenne WY 82002-0110
Telephone (307) 777-7231
Order Fax (800) 443-7853
Fax (307) 777-6255

SubTotal:	$596.06
Tax:	$0.00
Freight:	$0.00
Invoice Total:	$596.06
Total Payments:	$0.00
Amount Due:	$596.06

Total Cases:	5.00
Total Bottles:	0.00
Total Packs:	0.00

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

Project Name:	Consideration of Award to LJS Concrete and Excavation in the amount of $84,900 for the Sheridan Water Treatment Plant Sodium Hypochlorite Tank Replacement Project
From:	Hanns Mercer, City Engineer
To:	Mayor and Council
CC:	Mark Collins
Date:	11/08/2019

Recommendation:

Staff recommends award to LJS Concrete and Excavation in the amount of $84,900 to purchase and install two (2) new Sodium Hypochlorite tanks at the Sheridan Water Treatment Plant.

Discussion:

The City of Sheridan is seeking a contractor to replace the two (2) - 6100 gallon sodium hypochlorite tanks at the Sheridan Water Treatment Plant (SWTP) in Sheridan, Wyoming. The dimensions and details of the tanks are attached in the RFP. The SWTP treats 14 million gallons of water per day at full capacity. The tanks hold a 0.8% solution of Sodium Hypochlorite used to disinfect the potable water. The specific nature of the scope of work for the project is outlined in this Request for Proposal (RFP). The City of Sheridan recently received a single bid in the amount of $84,900 from LJS Concrete and Excavation (JB Skinner) to purchase and install two (2) new sodium hypochlorite tanks at the Sheridan Water Treatment Plant. The existing tanks are at the end of their useful life and have been repaired several times. The lead time on the tank manufacturing is substantial. Once approved, LJS will be able to purchase the tanks. The expected delivery is the end of January 2020. Attached is the RFP that explains the project in detail.

Funding:

The Engineers estimate for this project is $88,715. The project has $99,000 budgeted from the water fund which is an Enterprise fund.

Attachments

LJS Bid

RFP

L.J.S. Concrete & Excavating
Sheridan, WY
307.752.9912

To: City of Sheridan
Customer Service
Attn: Hanns Mercer
PO Box 848
55 Grinnell Plaza
Sheridan, WY 82801

Date: 11/6/2019

RE: Sheridan Water Treatment Plant - Sodium Hypochlorite Tank Replacement
Letter of Transmittal

To Whom It May Concern:

Please see attached proposal for the above-referenced project for your consideration.

Should you have any further questions regarding this proposal please see below contact information.

Sincerely,

J.B. Skinner, Owner
LJS Concrete & Excavating, LLC
P.O. Box 505
Big Horn, WY 82833
Telephone: (307) 752-9912
Email: jb.skinner@yahoo.com

L.J.S. Concrete & Excavating

Sheridan, WY
307.752.9912

To: City of Sheridan

Attn: Hanns Mercer

Date: 11/6/2019

PROPOSAL: Sheridan Water Treatment Plant – Sodium Hypochlorite Tank Replacement

Item:	Unit:	Qty:	Unit Price:	Extended Price:
Remove and install the two new sodium hypochlorite tanks	LS	1.000	$84,900.00	$84,900.00

BASE BID TOTAL: $84,900.00

Accepted By:

JB Skinner, Owner

Contractor/Customer

LJS CONCRETE & EXCAVATING
P O BOX 505
Big Horn WY 82833
2017 Labor & Equipment rates

Skilled Labor @ $55.00 per hour/with 5 hour minimum

Operator @$55.00 per hour/with 5 hour minimum

PickupTruck @$30.00 per hour/with 5 hour minimum

Forman with truck @$95.00 per hour/with 5 hour minimum

12 yard dump truck @$95.00 per hour

18 yard belly dump, side dump or dump truck with pup @$110.00 per hour

Wheel loader with operator @$130.00 per hour/with 5 hour minimum

P.C. 88 Excavator with operator @$135.00 per hour/with 5 hour minimum

P.C. 210 Excavator with operator @$175.00 per hour/with 5 hour minimum

P.C. 360 Excavator with operator @$275.00 per hour/with 5 hour minimum

Skid steer @$100.00 per hour/with 5 hour minimum

Skid steer with attachment @$200.00 per hour/with 5 hour minimum

39 Dozer with operator @$165.00 per hour/with 5 hour minimum

51 Dozer with operator @200.00 per hour/with 10 hour minimum

48" Roller with operator @$100.00 per hour/with 5 hour minimum

72" Roller with operator @$165.00 per hour/with 5 hour minimum

Motor grader with operator @$200.00 per hour/with 10 hour minimum

Water truck @$110.00 per hour

Prepared by L.J.S. Concrete & Excavating

J.B. Skinner
Jb.skinner@yahoo.com

L.J.S. Concrete & Excavating

Sheridan, WY
307.752.9912

LJS Concrete & Excavating, LLC Contact Information

Project Superintendent: Mark Dube – Phone #: (307) 751-8227

Qualifications/Experience: In approximately 2013, Mark Dube supervised the Sheridan Water Treatment Plant Reconstruction Project. If awarded the Project, Mark Dube would supervise the project as he is experienced with this type of project.

Owner: J.B. Skinner – Phone #: (307) 752-9912

Estimator: John Skinner – Phone #: (307) 752-7991

Office Administration: Alyssa Davis – Phone #: 307) 752-1367

Authorized signer (Change Orders, Pay Requests, Project Records, etc.) – J.B. Skinner, Owner

L.J.S. Concrete & Excavating
Sheridan, WY
307.752.9912

To: City of Sheridan
Customer Service
Attn: Hanns Mercer
PO Box 848
55 Grinnell Plaza
Sheridan, WY 82801

Date: 11/6/2019

RE: Sheridan Water Treatment Plant - Sodium Hypochlorite Tank Replacement
Vendor Information

1.) Business Established in October 2010;

2.) Number of Full-Time Personnel: Approx. 10 Employees;

3.) Location of Office: 16 Deer Run, Sheridan, WY 82801, P.O. Box 505, Big Horn, WY 82833

J.B. Skinner, Owner
LJS Concrete & Excavating, LLC
P.O. Box 505
Big Horn, WY 82833
Telephone: (307) 752-9912
Email: jb.skinner@yahoo.com

L.J.S. Concrete & Excavating
Sheridan, WY
307.752.9912

LJS Concrete & Excavating, LLC Business References

1. Mullinax Irrigation Co.
   Nathan Mullinax, Owner
   615 Fort Road
   Sheridan, WY 82801
   (307) 674-4466

   Material Supplier

2. Contractors Supply, Inc.
   5005 Rourke Ave.
   Gillette, WY 82718
   (307) 682-5153

   Material Supplier

3. Farmers Co-op of Sheridan
   1450 Coffeen Ave.
   Sheridan, WY 82801
   (307) 674-7463

   Fuel Supplier

J.B. Skinner, Owner
LJS Concrete & Excavating, LLC
P.O. Box 505
Big Horn, WY 82833

L.J.S. Concrete & Excavating
Sheridan, WY
307.752.9912

LJS Concrete & Excavating, LLC Project References

1. Project: Clear Creek Lift Station
   Owner: City of Buffalo, Wyoming
   Engineer: Ben Weaver, CPG Engineering
   Project Completion: 2018
   Job Value: $440,000.00

2. Project: West Downtown Reconstruction Project
   Owner: City of Sheridan, Wyoming
   Engineer: Rick Estes, Trihydro Corporation
   Project Completion: 2018
   Job Value: $908,000.00

3. Project: Sheridan Memorial Hospital ER and Dialysis Parking Lot
   Owner: Sheridan Memorial Hospital, Rob Forister
   Project Completion: 2018
   Job Value: $897,000.00

4. Project: Sheridan Memorial Hospital MOB
   Owner: O'Dell Construction, Shawn O'Dell
   Project Completion: 2018
   Job Value: $500,000.00

5. Project: Whitney Building – Sheridan College
   Owner/Project Manager: Dick Anderson Construction
   Project Completion: 2019
   Job Value: $200,000.00

6. Project: Parking Lot K – Sheridan College
   Owner/Project Manager: Dick Anderson Construction
   Project Completion: 2019
   Job Value: $117,000.00

7. Project: Pass Creek Water Shed Restoration
   Owner: Wyoming Game and Fish
   Project Completion: 2019

Job Value: $205,000.00

8. Project: Heather Hill Lane Reconstruction
   Owner: Powder Horn HOA
   Project Completion: 2019
   Job Value: $100,000.00

9. Project: The Powder Horn Twin Eagle No. 3
   Owner: Private Owner
   Project Completion: 2020
   Job Value: $360,000.00

10. Project: Saddle Crest
    Owner: Private Owner
    Project Completion: 2020
    Job Value: $100,000.00

J.B. Skinner, Owner
LJS Concrete & Excavating, LLC
P.O. Box 505
Big Horn, WY 82833

L.J.S. Concrete & Excavating
Sheridan, WY
307.752.9912

To: City of Sheridan
Customer Service
Attn: Hanns Mercer
PO Box 848
55 Grinnell Plaza
Sheridan, WY 82801

Date: 11/6/2019

RE: Sheridan Water Treatment Plant - Sodium Hypochlorite Tank Replacement
Preliminary Schedule

January 13, 2020 – Begin Project

January 13, 2020 – January -17, 2020 – Disassemble and Remove Tank #1

January 20, 2020 – January 24, 2020 – Assemble and Install Tank #1

January 27, 2020 – January 31, 2020 – Disassemble and Remove Tank #2

February 3, 2020 – February 7, 2020 – Assemble and Install Tank #2

February 10, 2020 – February 14, 2020 – Project Completion/Clean Up

J.B. Skinner, Owner
LJS Concrete & Excavating, LLC
P.O. Box 505
Big Horn, WY 82833
Telephone: (307) 752-9912
Email: jb.skinner@yahoo.com

Request for Proposal

Sheridan Water Treatment Plant

Sodium Hypochlorite Tank Replacement

PREPARED BY:

CITY OF SHERIDAN

55 GRINNELL PLAZA

SHERIDAN, WY 82801

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INTRODUCTION

The City of Sheridan (Owner) is seeking a contractor to replace the two (2)-6100 gallon sodium hypochlorite tanks at the Sheridan Water Treatment Plant (SWTP) in Sheridan, Wyoming. The dimensions and details of the tanks are attached. The SWTP treats 14 million gallons of water per day at full capacity. The tanks hold a 0.8% solution of Sodium Hypochlorite. The specific nature of the scope of work for the project is outlined in this Request for Proposal (RFP).

SCOPE

The contractor is to purchase the two sodium hypochlorite tanks according to the dimensions and details of the current tanks provided in this document. The contractor is to remove and install the two new sodium hypochlorite tanks following the City of Sheridan Standard Specifications and Details for Construction (2016).

The contractor shall complete the project by February 28, 2020.

INFORMATION PROVIDED BY THE CONTRACTOR

A detailed schedule and plan for installation must be submitted. If schedule or plan changes occur, the original schedule and plan must be updated including a description of why. Proposed plans of how the new tanks are going to be installed with one tank running at all times shall be submitted. Install tanks according to all codes and specifications and details on plans provided and set by the City and the manufacturers instructions.

SPECIAL PROVISIONS

1) The contractor will be responsible for disposing of the old tanks.
2) The contractor shall coordinate all tank installment processes with the Water Treatment Plant Supervisor. The valves are to be operated by the City only.
3) The Contractor shall purchase the two (2)-6100 gallon sodium hypochlorite tanks to the specifications provided in this document and shall provide new gaskets for all fittings or couplings that are disconnected when installing new tanks. The gaskets purchased by the contractor must be a EPDM gasket. The original tanks were purchased from Tank Equipment, Inc. Tank Equipment

has provided a quote to supply replacement tanks and fittings for this project (see attached quote and contact information).

4) Tank Equipments, Inc.'s quote includes 2 (two) new expansion joints. These joints have approximately 6" longer lay length than the existing. Contractor to make necessary adjustments.
5) The tanks must come with an oxidation resistant low density polyethylene liner on the inside of the tanks. New tanks shall NOT have a side manway.
6) One (1) new triple seal butterfly valve must be purchased by the contractor and installed with the new tanks. The triple seal butterfly valve is to be installed on Tank 1 (see detail)
7) The existing piping attached to the tanks will need to be adjusted and re-fitted as necessary for the installation of the new tanks.
8) The tanks must be removed and installed one at a time to ensure that one is always in operation. The tank that is in use needs to be allowed to vent. After the first tank is installed the second tank must be allowed to empty all of its solution before it can be replaced.
9) Tanks are to be placed on smooth, flat concrete pads to be inspected by the City prior to installation. Contractor to repair tank pads if necessary.
10) Contractor to review and follow manufacturer's installation recommendations. Concrete pad must have the correct notch and tank must be installed so that the IMFO flange is installed properly over this notch.
11) After installation, field testing of each tank must be completed. The tanks need to be filled with water to the top access and allow to stand for a period not less than 24 hours. The tank and fittings shall hold water without loss, evidence of weeping, or capillary action for a period of not less than 24 hours prior to acceptance. Plug flanged connections with temporary blind flanges on the outside of the tank during testing. Do not block or plug connections on the inside. After testing the tanks need to be thoroughly cleaned and dried.
12) When field testing the tanks, liquid chlorine shall be added in a 25 ppm concentration with the water to ensure proper disinfection before the tanks are put into use.
13) Installing the tanks must only be conducted between the business hours of 7am to 4pm.
14) The existing ladder, bolts, and cables that are on the two (2) tanks can be reused, unless damage occurs.
15) Pre-construction meetings with the City Engineer and the Water Treatment Plant Supervisor must occur before removal of old tanks and installation of new tanks.

PROPOSAL SUBMITTAL

Include any information that will assist the City of Sheridan in determining the contractor's qualifications, experience, and competence. Identify the specific personnel and/or subcontractors to be assigned to this project by name, title, and area of expertise.

Explain past experience of similar projects. Include a description of the services performed in similar city projects, specifically related to achieving project goals related to schedule, budget, and onsite problem solving. Respondents must include a list of clients for similar work with contact names, phone numbers, and addresses.

SUBMITTAL REQUIREMENTS

A. LETTER OF TRANSMITTAL

The letter is not intended to be a summary of the proposal itself. The letter of transmittal must contain the following statements and information:

1. Company name, address, and telephone number of the company submitting the proposal.
2. Name, title, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the company and to whom correspondence should be directed.
3. The letter must be signed by a corporate officer or other individual who is legally authorized to bind the applicant to both its proposal and cost schedule.

B. GENERAL VENDOR INFORMATION

Provide the following information:

1. Length of time in business of providing proposed services
2. Number of full-time personnel
3. Location of office which would service this account

C. REFERENCES

1. Provide name, title, address, and telephone number of two or more references of clients whom you have provided similar services.
2. Describe the actual services provided and the length of tenure providing services to each client referenced.

D. SCHEDULE

Include a basic schedule that will allow this project to be completed by February 28, 2020. Within that provide a detailed schedule of work indicating how long it will take to complete.

Table 2 below is a breakdown of the RFP schedule.

Table 2: RFP Schedule

RFP Distributed	October 22, 2019
Deadline for Written Questions	November 1, 2019
Proposal Submittals Due	November 6, 2019
Company Selection Award	November 18, 2019

E. FEE SCHEDULE

Provide a proposed fee schedule per the scope of services, broke out by task. This fee schedule shall include all costs necessary to perform the work.

F. DEADLINE FOR SUBMISSION OF PROPOSALS

One (1) electronic copy or one (1) hard copy of the proposal shall be submitted and must be received prior to 2:00 pm, local time, on November 6, 2019. Proposals shall be submitted to one of the following:

Mail: City of Sheridan
Customer Service
Attn: Hanns Mercer
PO Box 848
Sheridan, WY 82801

Delivered: City of Sheridan
Customer Service
Attn: Hanns Mercer
55 Grinnell Plaza
Sheridan, WY 82801

G. QUESTIONS

Inquiries should be emailed to hmercer@sheridanwy.net on or before November 1, 2019. Any reasonable questions with their respective answers will be provided on the City's website. It is the responsibility of the consolations to update the questions from the website.

H. ADDENDA

In the event that it becomes necessary to revise any part of this RFP, an addendum will be placed on the City's website. It is the responsibility of the consolations to obtain any addendum that could be placed on the City's website prior to submitting their proposal.

WARRANTY

Provide a 5-year warranty from tank manufacturer on the tanks (see attached). Contractor to provide a 1 year installation warranty.

CRITERIA FOR SELECTION

A. LATE PROPOSALS

Late proposals will not be accepted

B. CONTRACT AWARD

A selection committee will conduct an evaluation of qualifications and will rate each submittal based upon the following criteria:

1. Experience
2. Schedule
3. Project approach
4. Cost

The City of Sheridan reserves the right to accept, reject, or request changes in proposals. In the event that a satisfactory fee cannot be negotiated with the selected company, subsequent attempts will be made to negotiate with the other qualified companies in the order of their ratings. The City will work closely with the selected company to develop or refine a detailed scope of work, schedule for completion of tasks and costs associated with completed work included in the contract documents. The City is not liable for any costs incurred by the responding companies prior to contract issuance.

October 18, 2019

City of Sheridan, WY
Sodium Hypochlorite Tank Replacement Project

Sodium Hypochlorite Tank Quote

Tank Equipment will provide the following tanks, delivered to the jobsite in Sheridan, WY. These are exact replacement to the 0.8% Sodium Hypochlorite tanks that are currently installed, with the following exceptions: these tanks will not have side manways, the ladders and ladder brackets will be reused and the seismic restraints will be reused.

T-805

6,100 gallon flat bottom, dome top, single wall, Crosslinked Polyethylene (XLPE) vertical tank with full drain IMFO, 10'D x 12'7" tall, natural color. Fittings include: 24" hinged top manway, 4" IMFO companion flange with Flexi-Joint outlet, 2" bolted spool (BS) external fill, 2" BS hypo unit fill, 4" BS level transmitter, 8" BS air flow, 8" BS vent and 3" BS overflow.

T-806

6,100 gallon flat bottom, dome top, single wall, Crosslinked Polyethylene (XLPE) vertical tank with full drain IMFO, 10'D x 12'7" tall, natural color. Fittings include: 24" hinged top manway, 4" IMFO companion flange with Flexi-Joint outlet, 2" bolted spool (BS) external fill, 2" BS hypo unit fill, 2" BS hydrogen blower line, 4" BS level transmitter, 8" BS vent and 3" BS overflow.

Tanks will be delivered on a step deck or double drop trailer. Off-loading and installation are by others. Tanks should be offloaded with a crane. Tank weight is about 2,300 lbs. each.

Total Delivered Price to Sheridan, WY for (2) tanks with fittings is **$49,550.00** plus tax

TANK EQUIPMENT, INC. · 3752 Imperial Street, Unit F · Frederick, CO 80516 · 303-833-9200 · Fax: 303-833-9205
Email: sales@tankequipment.com · www.tankequipment.com

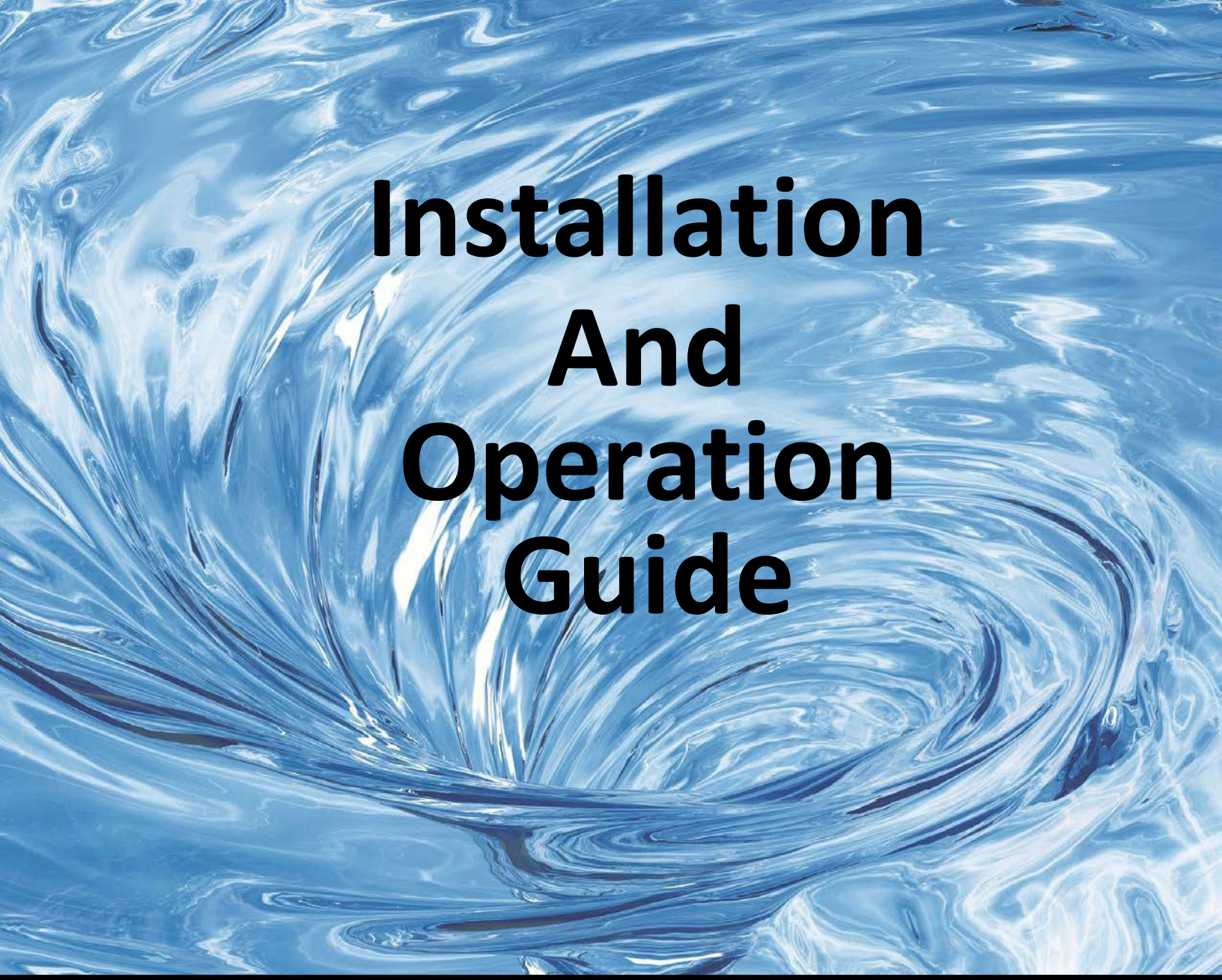
Notes:

- Prices quoted are firm for 45 days.
- Delivery lead-time is 8-10 weeks after receipt of signed/approved drawings. The drawings from the previous project can be used for you to sign (but please cross off the side manway, ladder and seismic restraints). If you want new approval drawings made for this specific project, please allow 2-3 weeks after receipt of order.
- Please review installation manual for proper installation methods.
- All sales are subject to Tank Equipment Terms & Conditions W.A.C. which can be viewed on our website at www.tankequipment.com. Some orders may be subject to a down payment and/or progress payments

Please let me know if I can answer any questions or be of further assistance.

Sincerely,

Matt Licknosky
Tank Equipment, Inc.
Office: 303-833-9200
Direct: 303-962-7814
Email: matt@tankequipment.com



Installation And Operation Guide

Thank you for making us your chosen tank supplier!

40 years in the tank business has taught us that proper installation is the key to long-term, trouble-free tank service. Please read all of the instructions contained in this manual. It will make a tremendous difference in the useful life of your tank. The tank owner is responsible for using the current installation guide. The current version can be found at www.polyprocessing.com/installguide.

Revision 4-19-19 Please check for the latest revision to this guide at www.polyprocessing.com/installguide

PolyProcessing
SOLUTIONS, SIMPLIFIED.

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GENERAL INFORMATION

- Installation Videos: Please visit http://www.polyprocessing.com/technical-resources/installation-manuals-videos/ for installation videos and a current version of the Installation Guide.

- Installation: Hydro test (water test) tank system for 24 hours before introduction of chemical. If necessary, remove all test water to prevent reaction with chemical stored.

- Heat Maintenance Systems: Two thermostats are furnished, one for control and one for high limit; heating requirements vary depending on maintenance temperature, ambient temperature, and wind conditions.

- Polyurethane Insulation with Mastic Coating: 2-in nominal thickness, density range 2 – 2.8 lbs. /cubic foot, R value ≥ 6.3 / inch, mastic coasting is white acrylic vinyl.

- Nominal / Working Capacity: Calculated vertical tank capacity is to top of straight side-wall.

- ASTM D 1998 Standard: All vertical, IMFO®, and SAFE-Tank® systems greater than 500 gallons are manufactured in accordance with ASTM D 1998 standards.

- Gallonage Markers: Approximate indicators are not intended for precise measuring or metering. Fill vertical tanks and cones only to top of sidewall.

- Support hoses, piping and valves independent of tank sidewall and dome. Flexible connections must be used to protect your tank warranty! (See page 23) Shield all fittings, valves, and piping from physical impact and to protect personnel from chemical spray or release.

- Tank Foundation:

  - Place tank on a clean, smooth, and properly designed concrete foundation or in PPC approved support assembly. Ensure NO trash of any kind is trapped between the tank and its foundation or support.

  - IMFO® tank – use a PPC polyethylene pad or a monolithic concrete pad with finished edges to elevate bottom of tank above primary floor surface. The pad must be at least 4-in thick to provide full clearance for the IMFO® flange. At the IMFO® location, the straight wall of the tank must align with the straight wall of the foundation to prevent stress. DO NOT use a polyethylene pad when storing fluids with a specific gravity greater than 1.65.

  - General guideline to accommodate restraint clips and ladders:
    - Make foundation 2-ft larger in diameter than the diameter of the tank.
    - If using the IMFO® tank, provide a "notch" in the foundation to accommodate the IMFO® outlet. Make sure the IMFO neck is supported and there are no valves or heavy piping hanging off the IMFO.
    - If tank will have fixed ladder, include adequate landing for the ladder to prevent injury.

WARNING: Failure to provide proper foundation support constitutes a misuse of the tank and will void your warranty!

PRODUCT SPECIFICATIONS

- Temperature: Tank specific gravity ratings are based on continuous product operating temperature of 100°F. For temperatures between 100°F and 150°F, please contact Customer Support.

- Pressure: Polyethylene tanks are designed and rated for atmospheric pressure only. Proper venting alleviates pressure or vacuum from developing as the tank is filled and emptied. See venting table below for proper configuration.

Mechanical Pump Fill	Pneumatic Fill								
IF ≤ 1,000 gallons	IF – Vent length ≤ 3'			IF – Vent length > 3' and ≤ 30'			IF – Scrubber application		
✓ Vent size should equal size of largest fill or discharge fitting	✓ Maintain vent screen mesh size ≥ ¼" or no screen used ✓ Emergency Pressure Relief Cover Required IF > 1,000 gallons			✓ 3 or less 90° elbows with no other restrictions or reduction in pipe size ✓ Emergency Pressure Relief Cover Required IF > 1,000 gallons			✓ Vent pipe size throughout scrubber system CANNOT be reduced! ✓ Centerline of dispersion pipe not to be submersed > 6" ✓ Perforated dispersion pipe must be same diameter as vent or larger. Sum of perforations ≥ cross-sectional area of pipe		
IF > 1,000 gallons	Tanker Discharge	Inlet/Fitting Size	**Minimum Vent Size**	Tanker Discharge	Inlet/Fitting Size	**Minimum Vent Size**	Tanker Discharge	Inlet/Fitting Size	**Minimum Vent Size**
✓ Vent size should exceed the largest fill or discharge fitting by 1"	2"	2"	**4"**	2"	2"	**6"**	2"	2"	**6"**
	3"	2"	**6"**	3"	2"	**6"**	3"	2"	**8"**
	3"	3"	**6"**	3"	3"	**8"**	3"	3"	**10"**

»» See our website for Detailed Venting Guidelines.

»» Venting chart based on recommendation and criteria from Venting Design for ACFM Technical Paper

(2) 2-in vents DO NOT EQUAL 4-in venting capacity

For detailed venting guidelines, please visit:
www.polyprocessing.com/venting

- Flexible Connections allow for tank expansion / contraction and reduce pump / piping vibration stresses. Flexible connections are required on any fitting connection on the lower 1/3 sidewall of the tank to preserve your warranty. See page 23. Shield all fittings, valves, and piping from physical impact to protect personnel from chemical spray or release.

- Tank Dome Loading: DO NOT stand or work on top of tank. The tank surfaces are flexible and slippery and a dangerous fall could occur. There is no weight or load rating for the domes of tanks.

RECEIVING MERCHANDISE

RECEIVING:

- Inspect immediately upon receipt for obvious damage, defects, or missing parts and accessories.
- Parts and accessories are often secured boxed and shipped loose from the tank. Locate and open packages to account for all parts using the packing slip.
- Note damage/discrepancies on the driver's copy and the packing slip and have the driver initial.
- Immediately notify your Authorized Distributor or Poly Processing Company of any problems.
- DAMAGED/MISSING MERCHANDISE: Report damaged/missing merchandise within THREE (3) working days to ensure your claim. Your authorized distributor and/or Poly Processing Company can assist you with this process.
- Before installation, tanks can be stored indoors or outdoors and do not need to be covered. It is recommended to store the tanks away from traffic or other items that can cause damage. Place a 4 x 4 block under the IMFO (molded outlet) so that it does not rest directly on the ground.

Poly Processing Customer Support

800.523.9871

RETURNING MERCHANDISE

- To return unused merchandise for proper credit:
  - Contact your authorized distributor or Poly Processing Customer Support and obtain a PPC Return Merchandise Authorization (RMA) number. Have your packing slip available for any needed information.
  - Use the RMA number on all return shipping paperwork and all correspondence.
  - Return the merchandise prepaid. Freight collect shipments will be refused.
  - Upon receipt, PPC will inspect the merchandise and issue appropriate credit. A restocking fee may be assessed, particularly on products "made to order".
- To ensure employee safety, Poly Processing Company will not accept used tanks at its facilities.

TANK LOCATION

- Locate the tank wisely:

- Minimal employee and equipment traffic near tank
- Safe distance away from heat and flames
- Ease of future maintenance and inspection
- Ability to remove and replace the tank cost effectively in the future, i.e. Do not trap/confine the tank(s) in a building or by other equipment
- Provide flat, level and smooth monolithic foundation, adequate for the weight of the chemical to be stored
- Utilize secondary containment of proper size and chemical resistance to comply with local, state and federal regulations. The Safe Tank system is designed to provide a minimum of 110% secondary containment

OFF-LOADING INSTRUCTIONS

- Keep personnel clear of tank, rigging, and lift equipment! Improper and unsafe unloading can result in property damage, serious injury, or death.
- DO NOT STAND OR WORK ON TOP OF TANK. The tank surfaces are flexible and slippery, which could cause a dangerous fall. The tank dome is not load rated, as it is not required per ASTM D D1998-06; therefore, it cannot be guaranteed that the top of the dome can support the weight of personnel.
- Whether unloading or moving, the tank must be fully drained before lifting.
- Use of Lifting Lugs:

  - Consult the tank drawing for the proper number of molded-in lifting lug sets to use during a lift. Two molded lugs constitute a set. See picture below.



  - Position the boom of the crane directly over the centerline of the tank lying on its side near the dome (top). Use all lifting lug sets as the lift points (the holes in the lifting lugs have a 1-3/8-in diameter and are spaced 8-in from side to side). Thread a bolt through each eyelet that is large enough to take up as much of the hole as possible to improve lifting control. Ensure each bolt and cable have a lifting capacity of a minimum 3000 pounds. (INSULATED TANKS: Extreme care should be taken to ensure that during the attachment of the bolts and cables from the boom position to the lifting lugs, none come in contact with the tank, causing damage to the foam surface. To prevent this from happening, attach pieces of cardboard to the dome, near the lifting lug positions to protect the sensitive surface area from any contact during the lifting process. Once you have confirmed that all Lifting Lugs are properly attached and the slack in the cables have been removed, it is now an appropriate time to cut away the protective wrap and wooden cradle before starting the lifting process)

  - Slowly begin to raise the tank into an upright position. Take extreme care in balancing the weight of the tank. (INSULATED TANKS: The bottom portion of the foam area of the tank base will be crushed if it is allowed to tilt and sit on its own weight)

  - Once the tank is positioned in its upright position, lift it up and lower the tank back onto the bed of the trailer. This will remove the tension from the cables temporarily to provide the opportunity to reposition the clamps and cables and find the true balance point positions. (INSULATED TANKS: Remove protective wrap and wooden cradle and discard)

  - Raise the boom slowly until all slack has been removed from all lifting cables and you are assured the weight of the tank is now balanced. Lift the tank high enough to clear the trailer. You are now positioned to transport the tank to its final position.

  - IMPORTANT NOTE: If the tank has an IMFO, before it is allowed to sit flat on its own weight at any point during the off-loading process, a block (preferably a 12-in 4x4) must be set underneath the IMFO base to keep it off the ground. This is necessary to keep the IMFO from being damaged (by design, it sits lower than the flat bottom of the tank).

- Use of Manway: Poly Processing strongly recommends the use of lifting lugs or truck straps underneath the tank to lift the tank. If those are not available, then the following applies.
  - Use a lifting device as shown below. The bar should be a minimum 3-in in diameter, have adequate strength for the load, and range in length from 42-in to 46-in.





- Use of Forklift:
  - Ensure the forklift tines are smooth and free from burrs.
  - Use extended tines if handling a large tank.
  - Tie the tank to the forklift mast to prevent rolling or sliding.
  - Insert the forklift tines into the long side of the tank (either from the dome or floor) to achieve a balance point (INSULATED TANKS: Use the center point of the wooden cradle). Lift the tank off the bed of the truck. Back away from the truck slowly, as the weight of the tank and the cradle are both very heavy. Be prepared to stop and adjust your load if need be.
  - Slowly set the tank onto the floor in an unobstructed, flat area that allows for the forklifts to move around as needed. (INSULATED TANKS: Do not remove the stretch wrap protecting the tank at this time. It aids in preventing damage, positioning and holding the cradle to the tank, as it is lifted into the upright position.)
  - Set (3) or (4) 4x4 blocks on the floor in a pattern of the outside radius of the tank. This will aid in temporarily allowing the tank to be elevated off the ground to allow the forks to get underneath for transporting the tank to its final position.
  - Station another forklift on the opposite side of the tank. This forklift is used so the tank will not tip forward or rock back and forth and is used as a safety measure to catch the tank as it is stood up. Using cardboard sleeves or other protective methods, wrap the ends of the forks to prevent the tank from being gouged in the event the forks touch the tank as it is being stood up. Raise and widen the fork spacing to straddle the outside radius of the tank.
  - From the dome (top) end of the tank, insert the forks near the center (balance point) of the tank. Slowly lift the cradle up and set the tank upright onto the 4x4 blocks. (INSULATED TANK: You may now safely remove the stretch wrap and cradle from the tank. CAUTION: As you remove the wrap, position the forks of one of the forklifts to catch the wooden cradle to keep it from falling on its own and preventing any injuries to anyone in the area. Once the wrap is removed, slowly lower the forks until the cradle gently lies back onto the ground. Discard cradle and wrap.)
  - Set tank upright over the blocks so the tank is positioned and the weight is equally distributed. Insert the forks of one of the lifts under the bottom of the tank and lift the tank slowly, just enough to clear the blocks, and transport the tank to the desired location, SLOWLY.

SAFE-SURGE® EMERGENCY AIR SURGE PROTECTION

To install:

1. SAFE-Surge® lids are HEAVY. Use lifting equipment to place the SAFE-Surge® lid over the tank manway.
2. Rotate the lid until the warning label is next to the edge of the tank.
3. Secure the lid with the polyethylene bolts provided.
4. Make certain the movement of the center cap of the lid is unrestricted and able to open to relieve pressure build-up in the tank.



WARNING: SAFE-Surge® lids are heavy (22 lbs.) and awkward! DO NOT attempt to use a ladder for installing the SAFE-Surge® lid. The ladder may become unstable and lead to a fall or injury! Use lift equipment appropriate for work environment or use scaffolding and hoisting equipment.

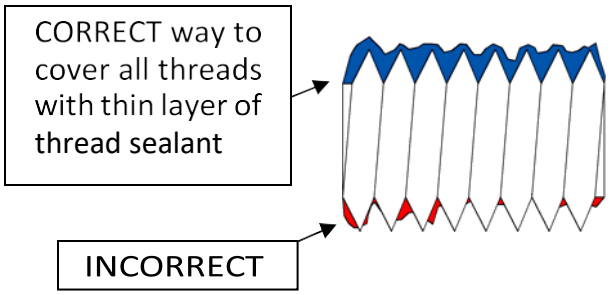
RECOMMENDED TORQUE VALUES AND TECHNIQUES

ALWAYS:

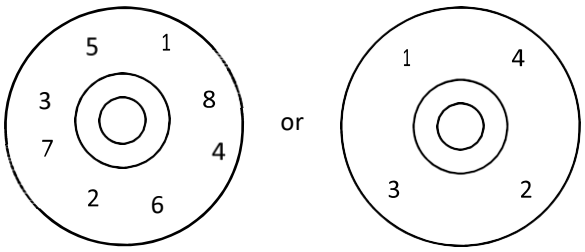
- Lubricate bolts with anti-seize compound prior to installing nuts.
- Tighten the nuts in a crisscross pattern using a calibrated torque wrench. Tighten in 5 ft. lb. increments.

Fitting	Torque
PVC Bolted Flange	15-20 ft.lbs.
CPVC Bolted Flange	15-20 ft.lbs.
PP Bolted Flange	15-20 ft.lbs.
Stainless Steel Bulk Head	25 ft.lbs.
B.O.S.S.® Fitting	15-20 ft. lbs.
Bellows Transition Fitting	15-20 ft.lbs.
IMFO® Flange Fitting	15-20 ft.lbs.
Flexible Connections	15-20 ft. lbs.
PVC Bulkhead Fitting	1/4 turn beyond hand tight (This may vary slightly)

Method for applying thread sealant to threaded fittings:



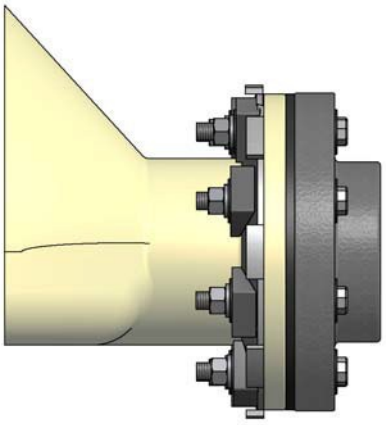
The following tightening sequence is suggested for the flange bolts.



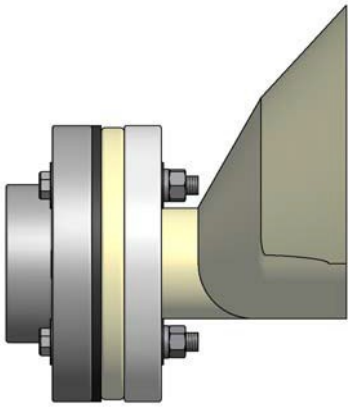
ILLUSTRATION

IMFO® FLANGE FITTING ASSEMBLY

- The IMFO® (Integrally Molded Flanged Outlet) is assembled at the PPC plant sites and hydro tested to ensure proper seal.
- There are two types of IMFO® back up rings.

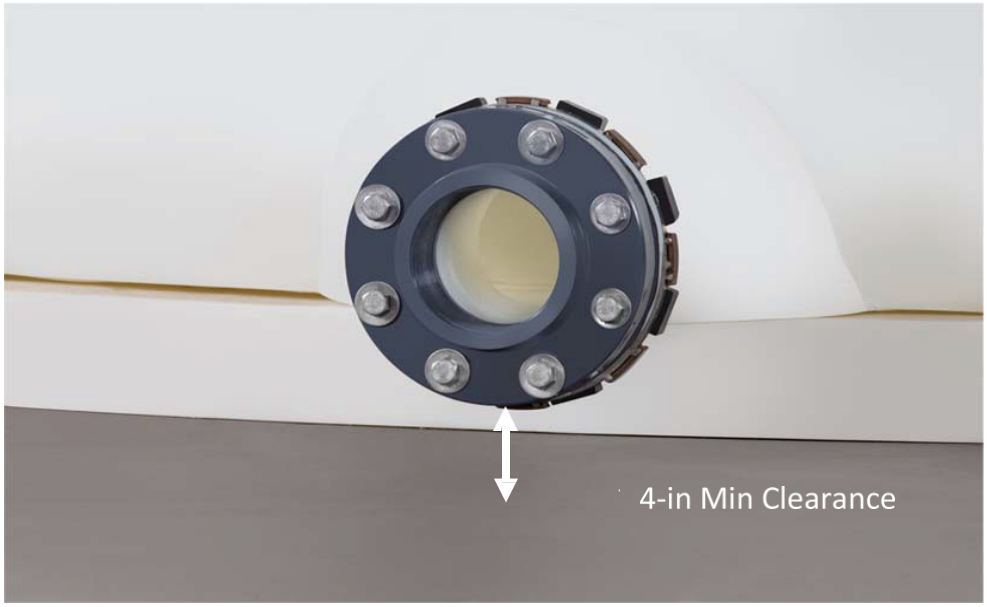


Tapered IMFO® w/ Stainless Steel Back-up Ring



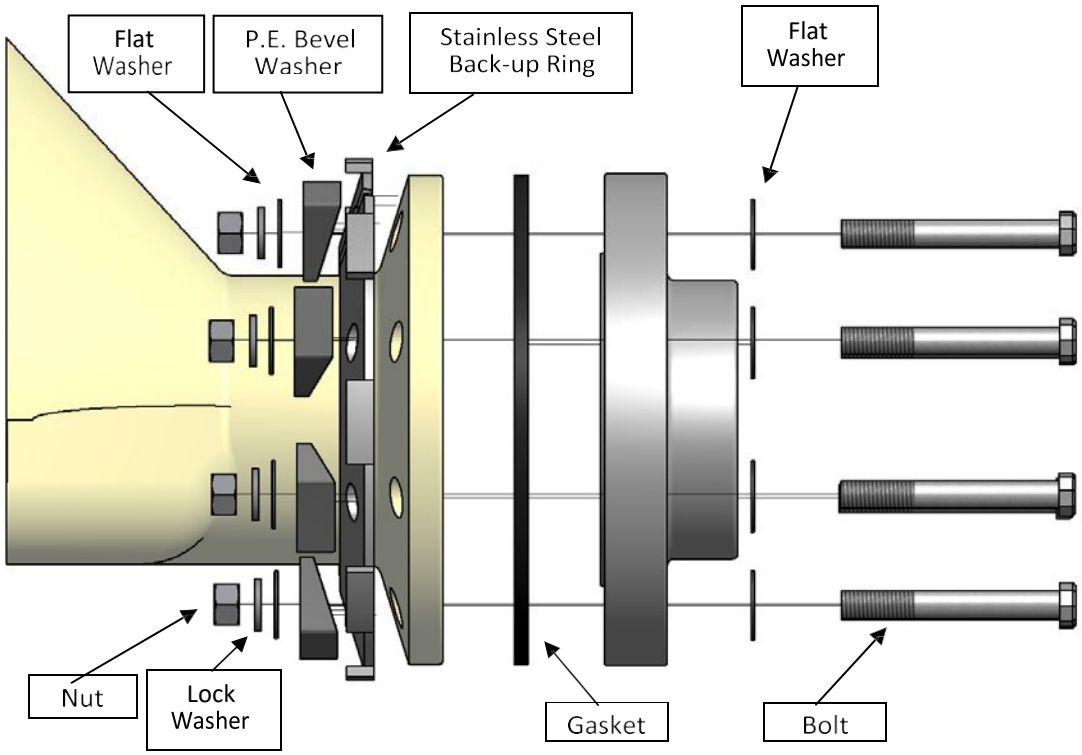
Original IMFO® w/ PVC Back-up Ring

- DO NOT disassemble the factory installation. If field replacement is necessary, use picture and exploded view on the next page as a guide.
- Protect the IMFO® flanged nozzle when storing and installing. When storing, the tank can be stood upright with adequate blocking or laid on its side and chocked to prevent rolling.
- Make sure the IMFO neck is supported and there are no valves or heavy piping hanging off the IMFO.

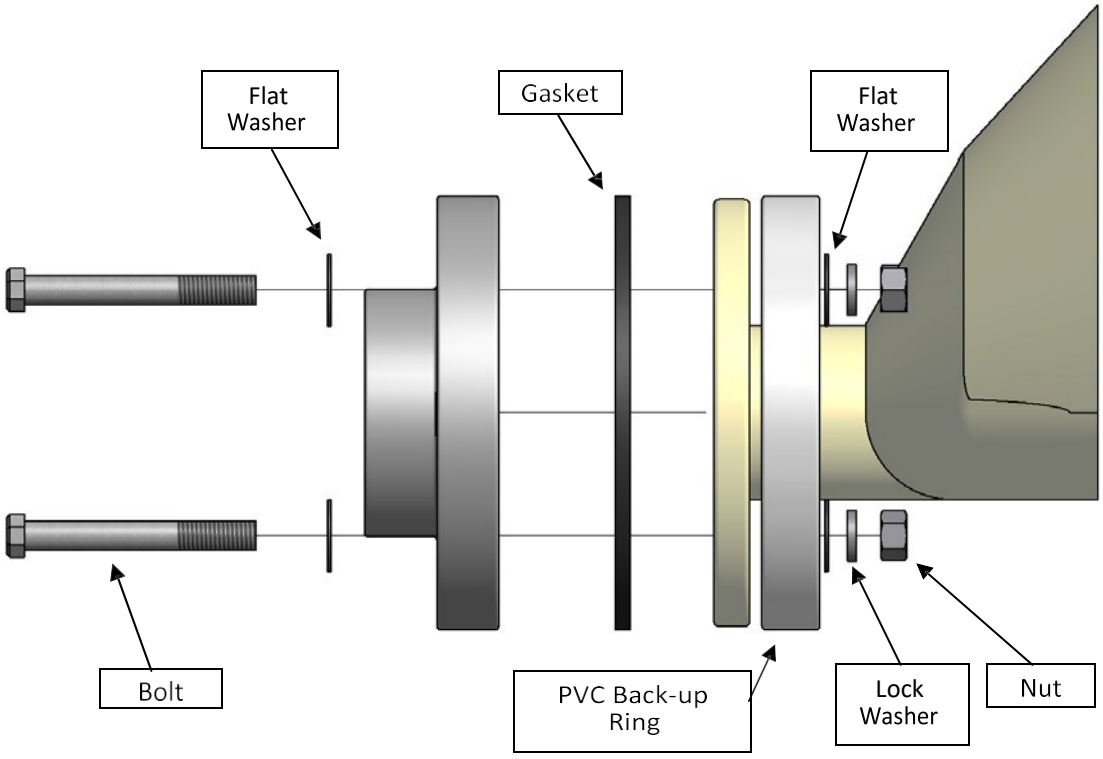


CORRECT STORAGE. Notice clearance of flange above the floor.

IMFO® FLANGE FITTING ASSEMBLY



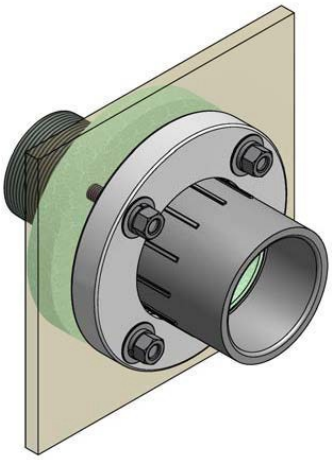
Tapered IMFO® w/ Stainless Steel Back-up Ring



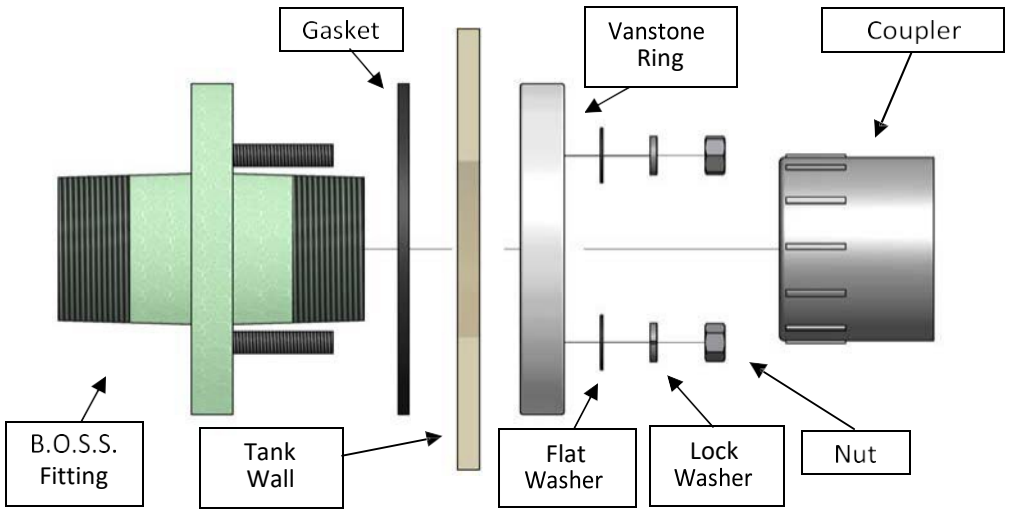
Original IMFO® w/ PVC Back-up Ring

B.O.S.S.FITTING® (Bolted One-Piece Sure Seal) ASSEMBLY

1. Using the gasket as a template, mark the bolt holes on the outside of the tank.
2. Drill the center hole and stud holes with a 1/4-in pilot bit. Be precise with the layout and drilling of the tank as the fitting requires close tolerances.
3. Drill out the pipe fitting hole using a hole saw. Please note that the hole to be drilled into the tank may be smaller than the hole in the outer plate that was used as a template. The hole drilled should be only slightly larger than the outside diameter of the pipe fitting.
4. Next drill out the stud bolt holes using a 9/16-in drill bit for the 1/2-in diameter studs.
5. Clean and bevel all drilled and cut holes on the inside and outside of tank surfaces.
6. Install the fitting and gasket from the inside of the tank. Inside of tank must be flat and smooth. If the inner surface is uneven or lumpy, the inner wall must be faced smooth using a drill with sandpaper attached to a steel plate. All surfacing must be done in a circular manner.
7. Slide the flange onto the stud bolts that are protruding on the outside of the tank.
8. Place the washers and nuts on the stud bolts. Tighten the nuts in a crisscross pattern using a torque wrench. Tighten until the gasket is fully compressed (approximately 15-20 ft. lbs. on a torque wrench).
9. Inspect the fitting. The gasket should be compressed and the flange should conform to the wall of the tank.
10. Hydro test the tank for at least 24 hours prior to loading with chemical.
11. These fittings will require a thicker Teflon tape and should be wrapped around threads several times



Fitting size	Hole saw
1”	11/2”
2”	2 5/8”
3”	3 5/8”



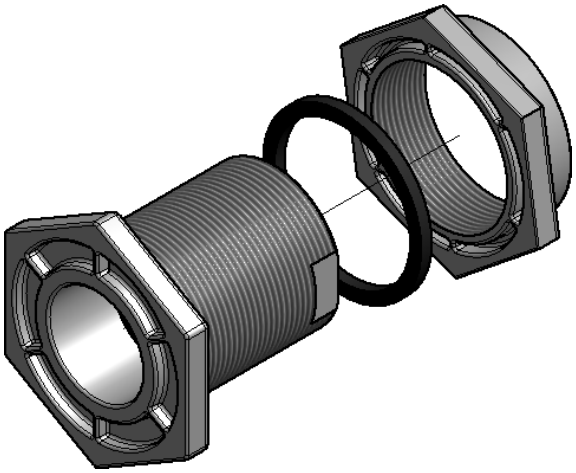
BULKHEAD FITTINGS

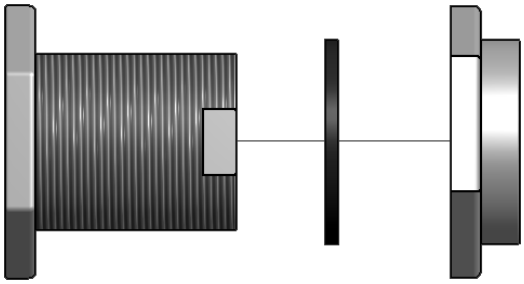
1. Slide the gasket over the body of the fitting.
2. From inside the tank, insert fitting body into hole in tank sidewall.
3. Lubricate threads on fitting body with thread sealant and install large nut on the outside of the tank.
4. Hand tighten plus 1/4 turn with a wrench. This may vary slightly. Most Bulkhead fittings use left hand threads.
5. Do not allow fitting body to slip or spin when tightening to prevent the gasket from creeping between the fitting and the tank wall.
6. Inspect gasket for creep. If found, loosen nut and perform steps 4 & 5 again.
7. When installing a pipe or flange adapter into the BHF, do not allow BHF to slip and do not over tighten.
8. **Hydro test the tank for a minimum of 24 hours before placing into chemical service.**

Bulkhead fittings and tank sidewall restrictions:



BHF size	Hole saw size
1/2”	1 3/8”
3/4”	1 5/8”
1”	1 7/8”
1 1/4”	2 3/8”
11/2”	2 5/8”
2”	3 1/4”
3”	4 1/2”
4”	5 3/4”

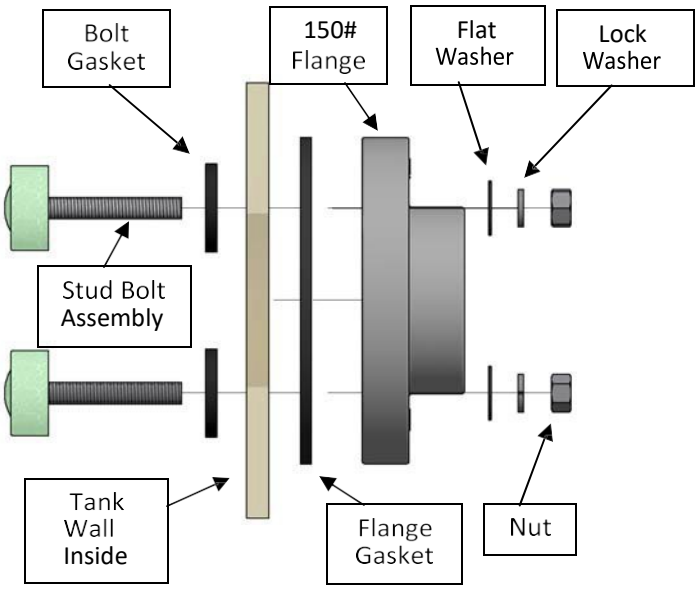




BOLTED FLANGE FITTINGS

1. Flanges for pipe sizes 4-in and larger should be curved to match the outside diameter of the tank.
2. Disassemble the fittings as shipped. If the holes are not drilled, place the flange against the tank in the desired location and use as a template for drilling the holes. Use a hole saw the same size as the fitting's port.
3. Clean and bevel all drilled and cut holes on the inside and outside of tank surfaces.
4. With the gaskets installed, place the stud bolts through the holes with the plastic head on the inside of the tank; threads on the outside.
5. Place the full face flange gasket over the bolts on the outside surface of the tank.
6. Place the flange over the gasket and stud threads with the hub of the flange facing out.
7. Put a washer and nut on each stud bolt. Be sure to lubricate the threads of the bolts with anti-seize compound.
8. Tighten the nuts in a crisscross pattern using a torque wrench. Tighten in 5 ft. lb. increments to 20 ft. lb.
9. Inspect fitting. Gasket must be compressed and the outer flange drawn down evenly.
10. Piping such as a flange adapter should now be threaded into the fitting. Thread sealant or Teflon tape is recommended
should be applied to all pipe threads. Do not over tighten.
11. **Hydro test the tank for a minimum of 24 hours before placing into chemical service.**

Bolted Flange size	Hole saw size
1"	1 5/8"
11/2"	2"
2"	2 1/2"
3"	3 5/8"
4"	4 1/2"
6"	6"

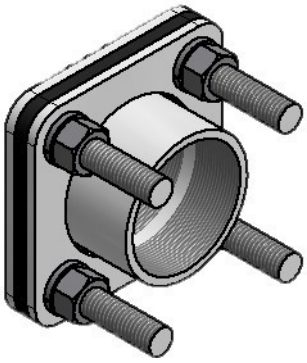




CAUTION: Over torqueing will damage the flange and gaskets.

STAINLESS STEEL FITTINGS

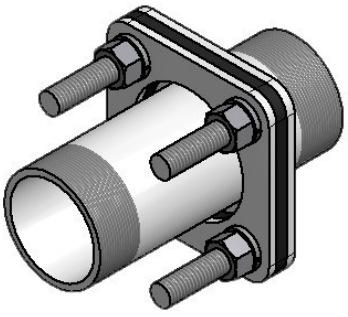
1. Disassemble the stainless steel fitting by removing the nuts from the stud bolts. Remove the 1/8-in thick stainless-steel outer plate. Set the remainder of the fitting aside along with the nuts and washers.
2. Using the outer plate as a template, mark the bolt holes on the outside of the tank.
3. Find the center of the large "pipe fitting" hole by drawing an "X" through the center of the bolt holes.
4. Drill out the pipe fitting hole using a hole saw. Please note that the hole to be drilled into the tank may be smaller than the hole in the outer plate that was used as a template. The hole drilled should be only slightly larger than the outside diameter of the pipe fitting.
5. Next drill out the stud bolt holes using a 9/16-in drill bit for the 1/2-in diameter studs.
6. Clean and bevel all drilled and cut holes on the inside and outside of tank surfaces.
7. Install the fitting and gasket from the inside of the tank.
8. Slide the outer plate onto the stud bolts that are protruding on the outside of the tank.
9. Replace the washers and nuts on the stud bolts. Tighten the nuts in a crisscross pattern using a torque wrench. Tighten until the gasket is fully compressed (approximately 25-ft. lbs. on a torque wrench).
10. Inspect the fitting. The gasket should be compressed, and the outer stainless-steel plate should conform to the wall of the tank.
11. **Hydro test the tank for a minimum of 24 hours before placing into chemical service.**



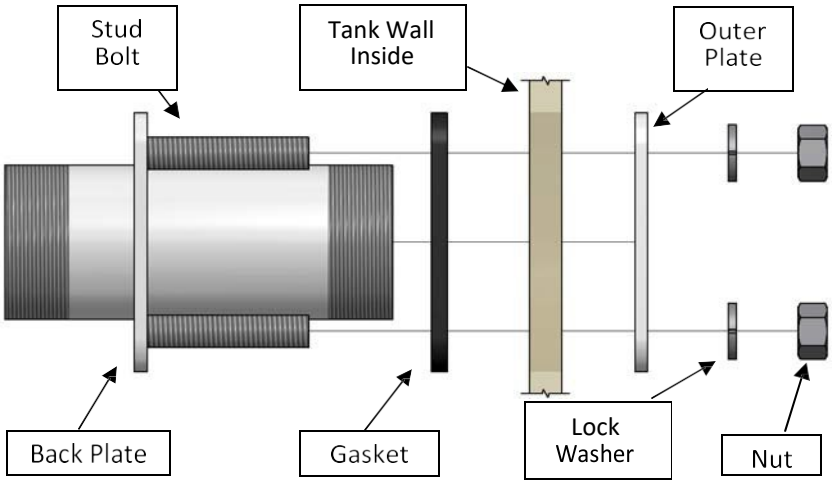
STAINLESS STEEL Coupler

Rhino SS BHF size (Coupler Style)	Hole saw size
1/2"	1 3/8"
3/4"	1 5/8"
1"	1 7/8"
11/2"	2 1/4"
2"	2 5/8"
3"	4 1/2"
4"	5"

Rhino SS BHF size (Nipple Style)	Hole saw size
1/2"	1 3/8"
3/4"	1 5/8"
1"	1 7/8"
11/2"	2"
2"	2 1/2"
3"	3 5/8"
4"	4 3/4"

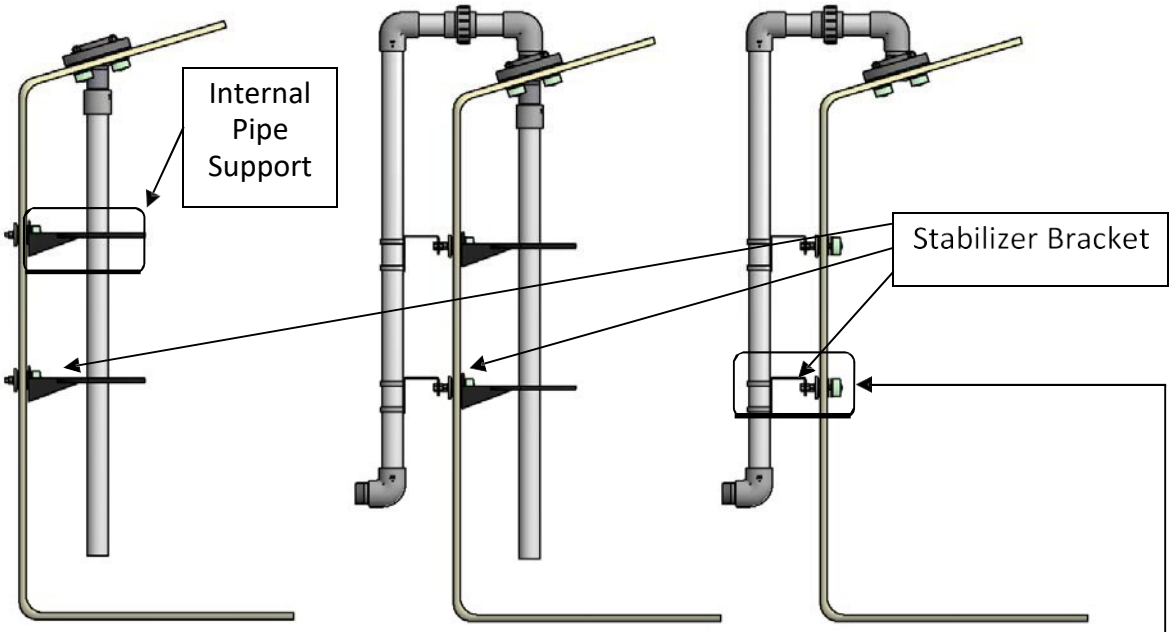


STAINLESS STEEL Full Nipple



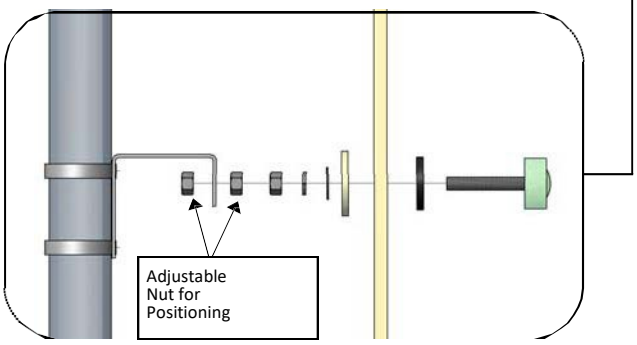
FILL LINE ASSEMBLIES

- Fill line assemblies are available in 3 styles: internal, external and combination (see example drawings below, number of pipe supports may vary).
- Your tank system may be equipped with a drop pipe stabilizer bracket which is typically shipped loose and requires simple installation. The internal pipe support is typically preinstalled at the manufacturing facility.



Interior FillLine **Combo Fill Line** **Exterior Fill Line**









SELF ALIGNING UNIVERSAL BALL DOME FITTING

The Self Aligning Universal Ball Dome fittings are designed for use only on tank domes. DO NOT USE ON THE SIDEWALL OF THE TANK! There are two styles of Ball Dome fittings: Bulkhead Fitting Style and Bolted Flange Style.

1. Do not stand on tank dome when installing dome fittings. Use portable ladders, scaffolding, or personnel lifts with proper fall protection.
2. Install the bulkhead fitting or flange portion of the ball dome fitting according to instructions found on page 13 or page 14.
3. Thread piping into the threaded ball of the fitting. Use thread sealant.
4. Adjust vertical alignment:
    a. Gently loosen the ball retainer ring located on top of the fitting ball using a large blunt screw driver or punch and hammer.
    b. Adjust piping to desired angle.
    c. Tighten retainer ring with blunt screw driver or punch and hammer taking care not to over-tighten!

WARNING: Do not stand or work on top of tank. The tank surfaces are flexible and slippery and could cause a dangerous fall to occur. There is no weight or load rating for the domes of the tanks.



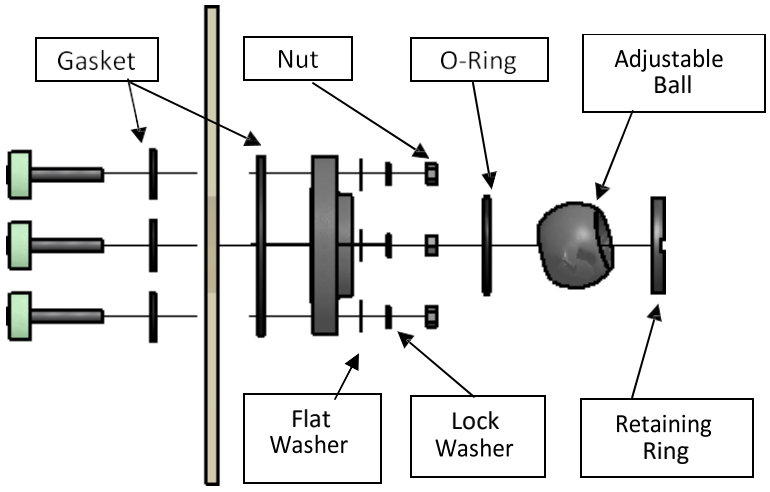
BHF Style

UBD size (BHF Style)	Hole saw size
1”	31/4”
2”	41/2”
3”	5 3/4”

UBD size (Flange Style)	Hole saw size
2”	3 1/2”
3”	41/2”
4”	5 3/4”



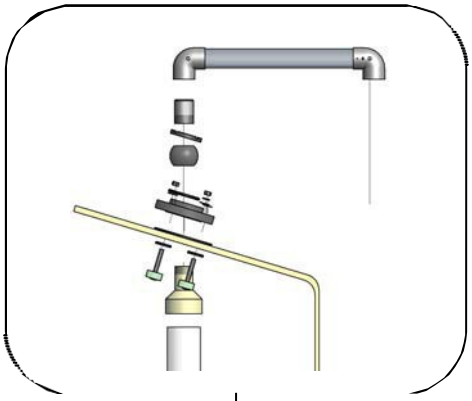
Flange Style



REVERSE FLOAT LIQUID LEVEL GUAGE

DO NOT USE GLUE FOR ANY OF THE FOLLOWING STEPS!

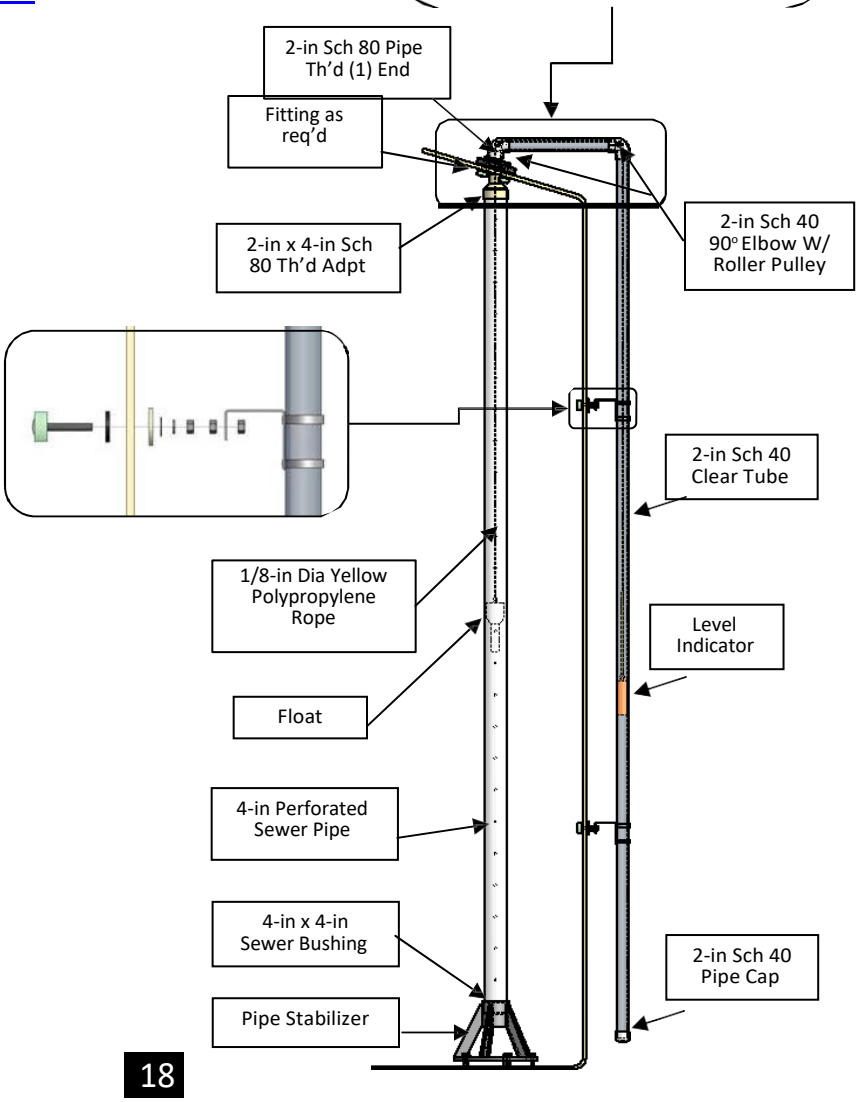
1. Retrieve exterior portion of gauge that is shipped loose.
2. Thread rope through:
   a. Threaded nipple (for the tank dome fitting)
   b. Over the top of the rollers in the first 90 degrees elbow
   c. Short horizontal pipe
   d. Over the top of the rollers in the second 90 degrees elbow
3. Attach rope to level indicator (note: length of rope must be determined during installation).
4. Install threaded nipple into dome fitting.
5. Attach first 90-degree elbow.
6. Attach short pipe.
7. Attach second 90-degree elbow.
8. Place level indicator into clear pipe.
9. Attach clear pipe to 90-degree elbow.
10. Attach clear pipe to external pipe stabilizer.
11. If using calibration tape, install from the bottom of the tank working towards the top.



Periodically lubricate rollers to ensure proper operation!

See www.polyprocessing.com/reversefloat for more information





FREE STANDING INTERNAL PIPE SUPPORT

Note: All piping associated with the use and installation of the pipe support will be packaged separately. Each length of pipe has been carefully measured at the factory and dry fitted to ensure ease of installation in the field

1



The pipe support comes standard with a 4” slip by slip connection. 2” & 3” connections are obtained by using slip by slip reducer bushings.

2



From inside the tank, connect the pre-cut piping to the dome fitting. The dome fitting should be loosened so that it has about ¼” to ½” of play in it. There are several types of dome fittings that can be used, Universal Ball Dome BHF, Universal Ball Dome Flange, Stainless Steel BHF, and PVCBHF.

3



Once the dome connection is made, pull the bottom section of the pre-cut piping to one side while angling the base until the slip by slip connection can be made. Note: All connections are “glued connections”. As the piping is slipping into the base bring the entire system back to a vertical position aligned with the dome fitting.



Pre-cut internal piping, Top is connected to the dome fitting.

Pipe support base

4

Photo showing the base installed to the piping and aligned vertically with the dome fitting.

NOTE: At this point, re- tighten the dome fitting.



5

After tightening the dome fitting, hand, tighten the plastic thumb screws (5) until they **touch** the bottom of the tank.



6

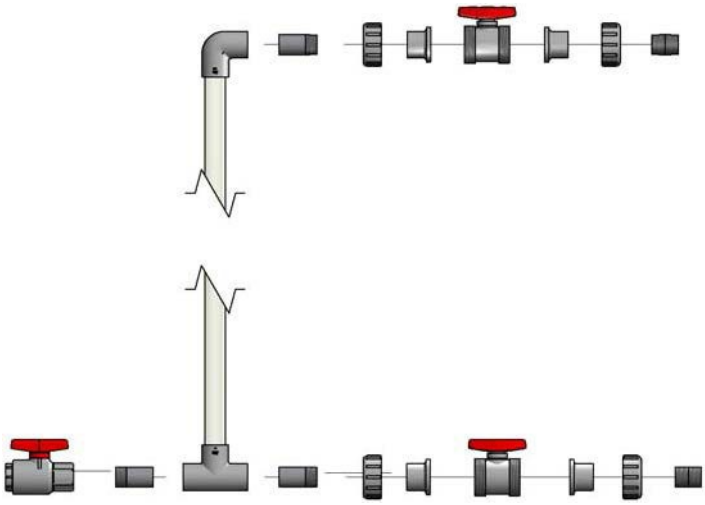
SIGHT GLASS LIQUID LEVEL GUAGE

DO NOT USE SIGHT GLASS GAUGES IN SULFURIC ACID OR OTHER DANGEROUS CHEMICAL SERVICE! Use only in benign applications such as water.

1. Sight glass assemblies are completed at the factory and shipped separate of the tank to prevent damage.
2. Separate the unions on either end of the assembly.
3. Screw the two short nipples, with 1/2 of the union, into the sight glass fittings at the top and bottom of the tank.
4. Rejoin the unions on the assembly and tighten carefully.
5. If necessary, install additional valves and/or piping.
6. HYDRO TEST FOR 24 HOURS before placing into chemical service!

Special Notes:

- The clear tubing will discolor over time due to chemical and UV attack.
- WARNING: In the event the liquid level gauge is damaged or leaks, it is very likely the entire contents of the tank will be lost! Use only in benign applications such as water.







WARNING: Do not use sight gauges in sulfuric acid or other dangerous chemical service. Loosening of any fittings associated with a sight glass liquid level gauge, may result in a chemical spill and/or property damage, bodily injury, or death.

INSTALLATION GUIDELINES
ENHANCED BELLOWS TRANSITION FITTING

Tightening/torque criteria:

- Steel bolts/stud bolts --- tighten in crisscross pattern to 20 ft lbs. max.
- PVC BHF Nut --- Hand tight plus ¼ turn with a wrench

TESTING: Following assembly, fill tank with water to the top knuckle, allow it to set for 24 hours, check to ensure no leaks

!!! STEP 1 !!!



CRITICAL STEP: ENSURE THE LINE ON THE ALIGNMENT SLEEVE LINES UP WITH THE OUTSIDE EDGE OF THE TANK. THIS WILL INSURE THE PROPER SPACING BETWEEN THE TWO TANKS.

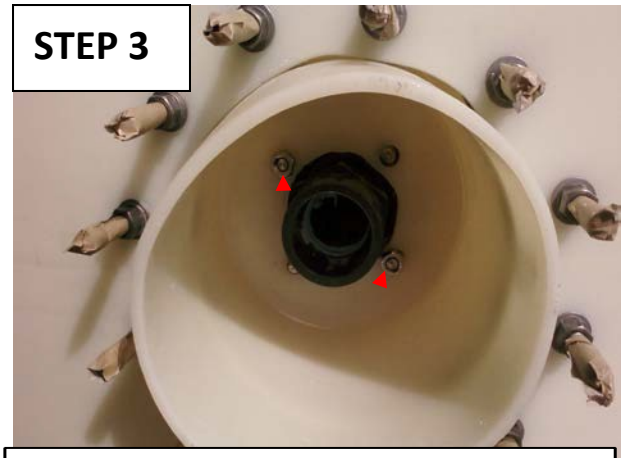
STEP 2



INVENTORY:

- (1) BELLOWS HOUSING
- (3) SS SPLIT RINGS **(**(2) 6”/(1)8”**)**
- (1) PIPE/FLEX JOINT/BHF ASSEMBLY
- (1) PLASTIC PE PLATE
- (2) GASKETS **(**(1) 6”/(1)8”**)**
- HARDWARE

STEP 3



AFTER ALIGNMENT IS CONFIRMED REMOVE (2) NUTS AND REMOVE AND DISPOSE OF THE ALLIGNMENT SLEEVE. WITH ALIGNMENT SLEEVE REMOVED MEASURE TO ENSURE INNER TANK FITTING IS CENTERED IN OUTER TANK HOLE.

STEP 4



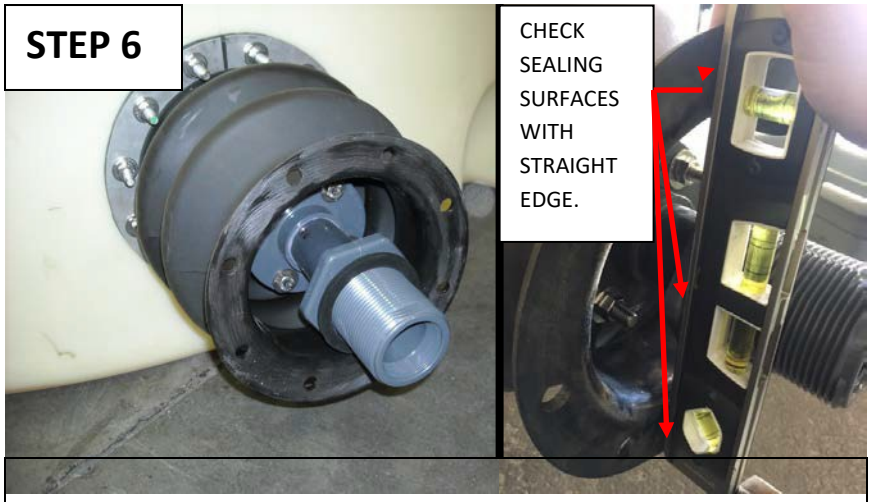
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STEP 5



INSTALL 8” GASKET ON OUTER TANK

STEP 6



INSTALL BELLOWS HOUSING AND 8” SPLIT RING USING THE PROVIDED HARDWARE. **NOTE:** AFTER ASSEMBLY IS GLUED REMOVE GASKET FROM BHF AND CHECK WITH A STRAIGHT EDGE TO ENSURE ALL SEALING SURFACES ARE ON THE SAME PLANE.

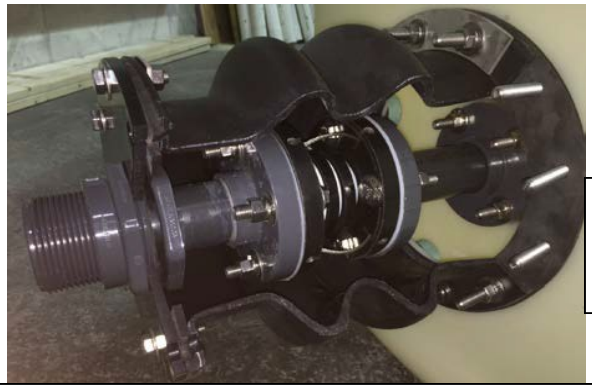
STEP 7 (BACK SIDE VIEW)



STEP 7 (FRONT SIDE VIEW)



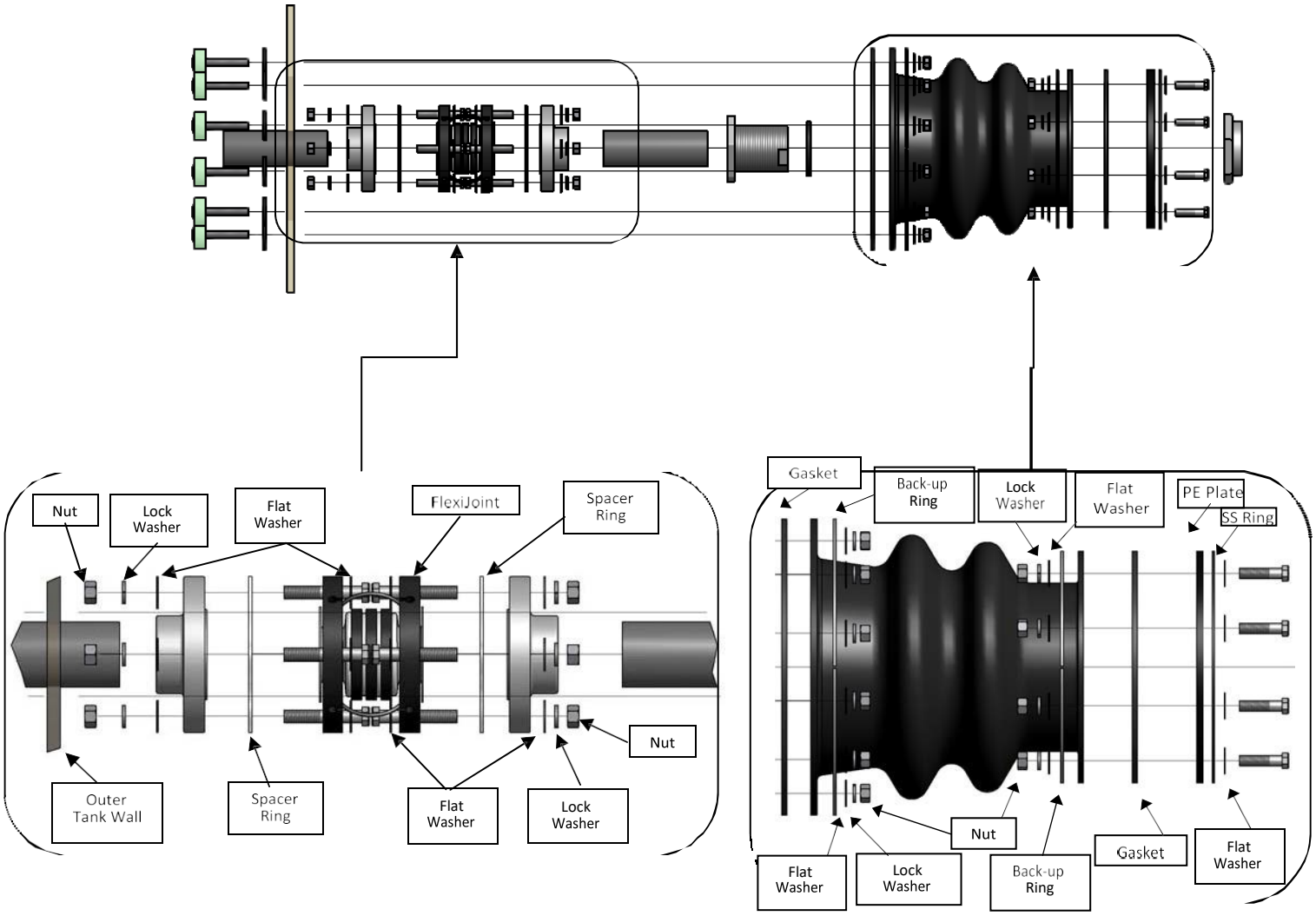
RE-INSTALL GASKET ON BHF THEN INSTALL; 6” GASKET, BLACK PE PLATE, AND 6” SPLIT RING’s USING THE PROVIDED HARDWARE. TIGHTEN NUT ONTO BHF. **HYDRO TEST TANK**



SECTIONED VIEW OF

QUESTIONS CALL: 1-800-523-9871

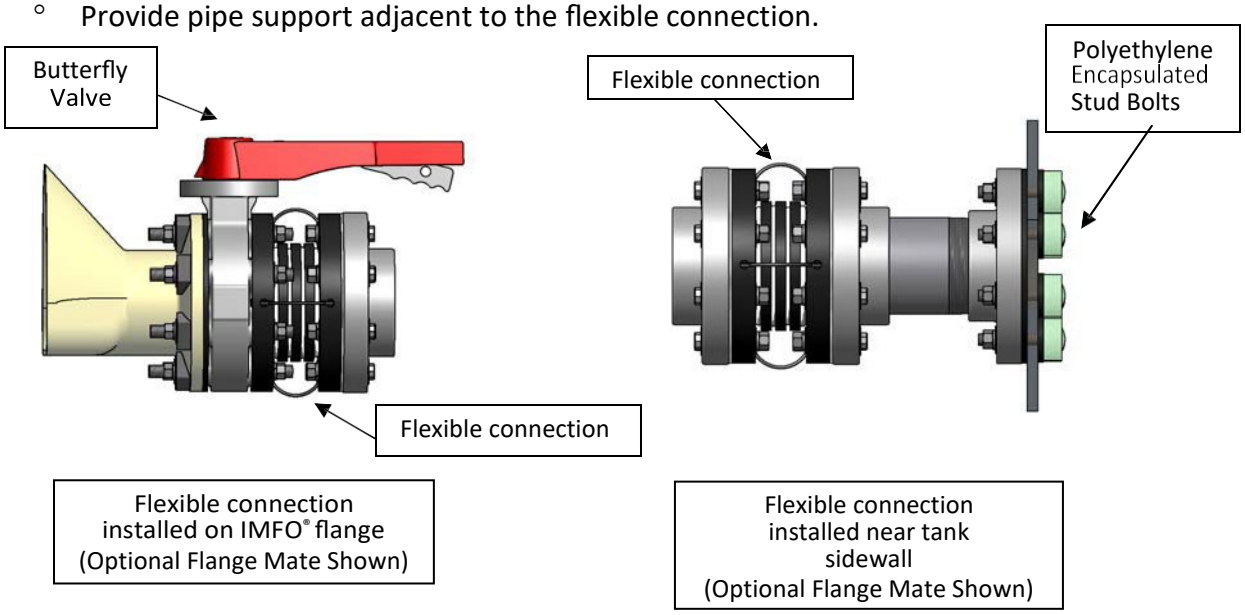
BELLOWS TRANSITION FITTING EXPLODED VIEW



FLEXIBLE CONNECTIONS

Flexible connections are required on fittings installed on the lower 1/3 of the tank sidewall to allow the tank to expand and contract and to protect the tank from pump vibrations.

- Install flexible connection in accordance with the specific manufacturer's installation guidelines:
  - The "breech opening" in the piping for the flexible connection should be within 1/8-inof the relaxed length of the flexible connection.
  - Flexible connections are not to be used for correcting piping misalignment. The flexible connection and mating flanges must be installed in a centered and neutral position.
  - Attach only FULL FACE flanges to the flexible connection. They are not designedto attach directly to the tank wall.
  - Ensure adequate clearance between bolt ends for full useof flexible connections.
  - Torque to 20 ft. lbs. using crisscross tightening pattern.
  - Provide pipe support adjacent to the flexible connection.



Flexible connection installed on IMFO® flange (Optional Flange Mate Shown)

Flexible connection installed near tank sidewall (Optional Flange Mate Shown)

- Flexible Connection Minimum Specifications:
  - Axial Compression ≥ 0.67"
  - Axial Extension ≥ 0.67"
  - Lateral Deflection ≥ 0.51"
  - Angular Deflection ≥ 14°
  - Torsional Rotation ≥ 4°

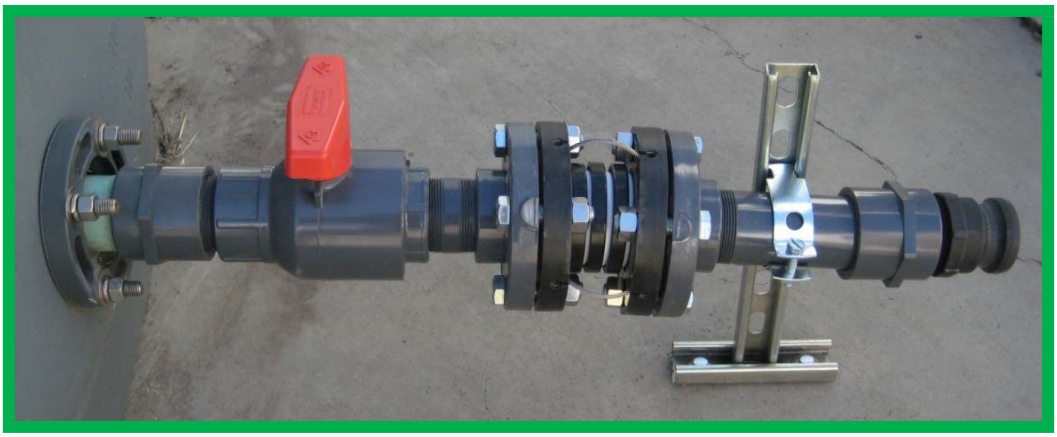


- Installation of flexible hose connections:
  - Use of thread sealant or Teflon tape is recommended for pipe thread preparation.
  - Support hose adequately but do not restrict its ability to move in horizontal directions.

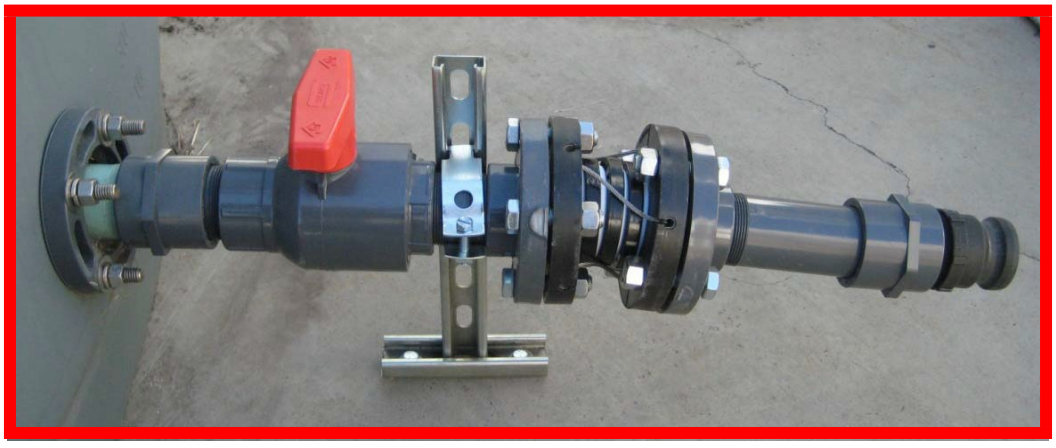
FLEXIBLE CONNECTIONS

Proper Installation of Pipe Supports

Pipe supports positioned CORRECTLY: pipe support must be placed after the flexible connection to allow the tank to properly expand and contract.



Pipe supports positioned INCORRECTLY: pipe support incorrectly placed before the flexible connection does not allow the tank to properly expand and contract, which can cause the piping or tank to crack over time.



Go to www.polyprocessing.com/flex for more information

FLEXIBLE CONNECTIONS

Proper Installation of Flexijoints

Flexible connections aligned CORRECTLY: pipe system with The Flexijoint is aligned in a straight manner, which allows for proper expansion and contraction of the two connecting tanks.



Flexible connections aligned INCORRECTLY: the Flexijoint should not be used to accommodate misaligned piping. This will limit the ability of the Flexi- joint to function correctly and possibly damage the joint itself.



Go to www.polyprocessing.com/flex for more information

CUSTOMER INSTALLATION GUIDELINES FOR FRP LADDERS

Pre-Installation

Tank will arrive with bracket attached



Ladders will arrive packaged



Unpacking the ladder components



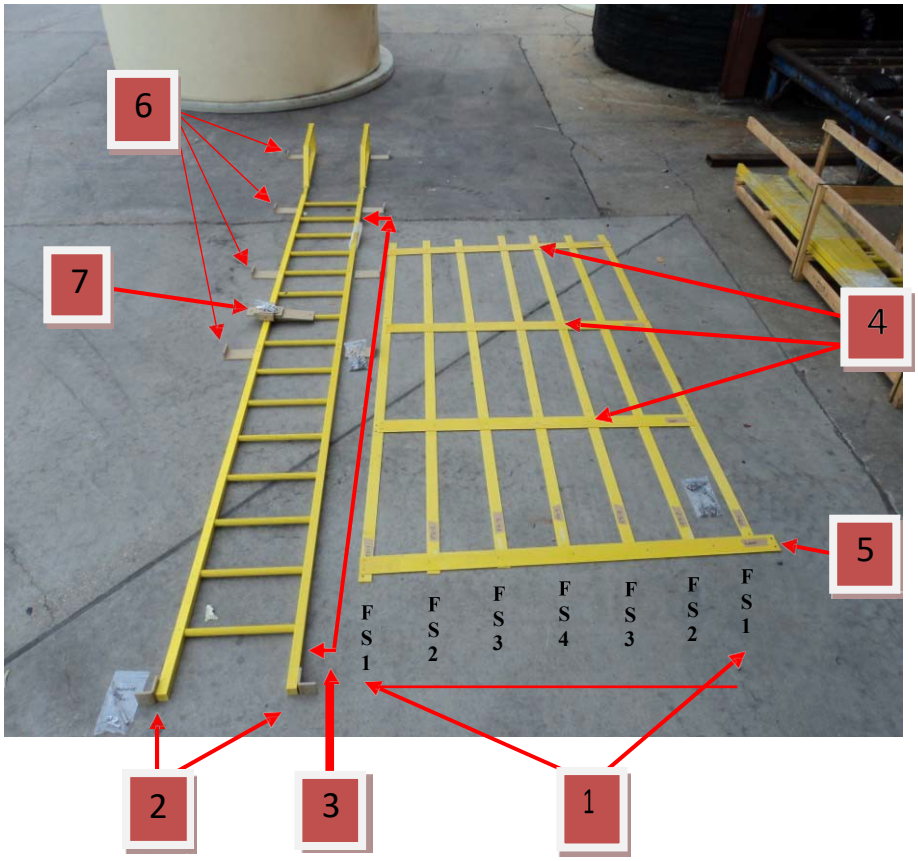
To uncrate ladder, remove end panel & slide ladder out

Step 1
Layout the Ladder Components

FRP ladders are provided in a variety heights and assemblies. The example shown is a 15 foot ladder with cage, return, and adjustable support bracket. EACH FRP "part" provided is labeled for easy installation. Hardware needed for each part is packaged individually for the specific use.

Laying out the components of your ladder will ensure you have all the parts needed and make installation simple.

1. Vertical cage slats are numbered as shown in the photo and must be installed in this sequence. Both of the FS-1 slats will have additional bolt holes for attachment to the cage brackets
2. Feet and hardware
3. Main ladder span
4. Upper Cage Hoops
5. Lower Cage Hoop (the longest of the hoops)
6. Cage Attachment bracket for both sides of the ladder span
7. Adjustable support bracket

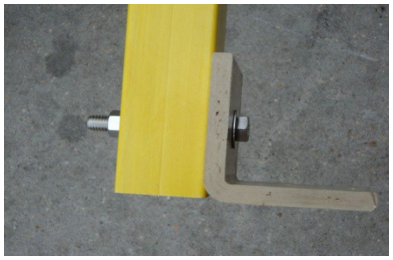


Ladder assembly and installation WARNINGS:

1. Make certain there is an adequate, level landing where the ladder will be installed.
2. Ladder is heavy. Use mechanical lifting equipment to raise ladder to vertical position.
3. Do not climb ladder in any manner until it is fully attached both top and bottom. Use portable ladders, scaffolding, or personnel lifts when installing ladder.
4. Do not stand or work on top of tank. The tank surfaces are flexible and slippery and a dangerous fall could occur. There is no weight or load rating for the domes of tanks.

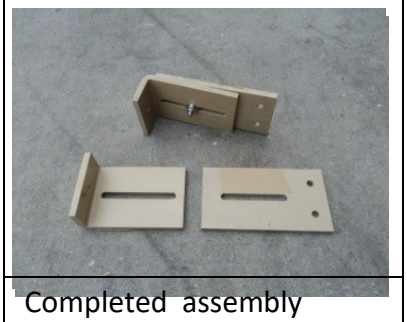
Step 2
Attach feet to the bottom of the ladder legs





Step 3
Assemble and attach adjustable support bracket

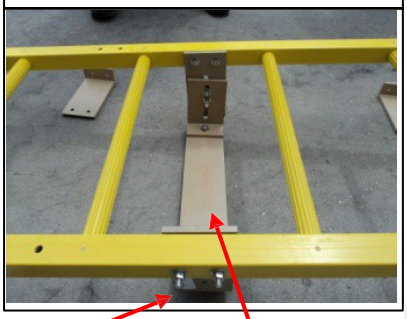
Bolt the mounting bracket To the adjustment plate



Completed assembly



Support bracket bolted to ladder rails



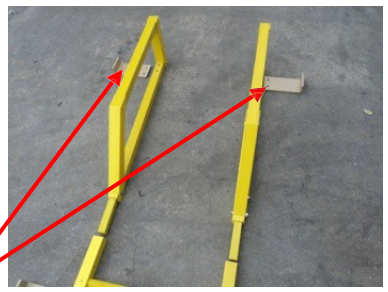
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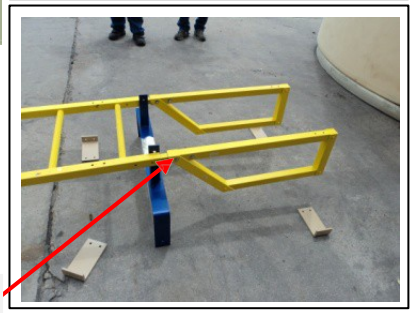
2

1 Use pre-drilled holes approximately at the midpoint of ladder. Install bolts with bolt head on the inside of ladder railing and nuts and washers on the outside.

2 Flat side of support bracket is to be directed toward the tank

Step 4
Install returns or walk through if applicable at top of ladder





1

2

1 Returns/walk through sections are designed to slide inside the ladder railing

2 There are 2 pre drilled bolt holes for the returns. INSTALL ONLY THE TOP bolt, washer and nut as the bottom bolt holes will be used to attach to the ladder bracket, (blue), which comes already attached to the tank. Ladder bracket shown in photo has been removed from tank for clarity. DO NOT remove bracket from tank when making field installation.

Step 5
Install cage attachment brackets

Detail showing cage attachment bracket bolted to ladder railing



Photo showing location for cage attachment brackets to ladder railing (8 total). Heads of bolts are on climbers side of ladder.



Labeling and sequence of installation is critical



Begin by laying both of the FS-1 vertical slats EDGE ways on the cage attachment brackets



Install the hoops by bolting one side and then bending the hoop to the other side , install bolts



Note: That Vertical slat goes inside the hoop



Step 6
Install the cage to the ladder

Review the layout to ensure it is correct



Finished assembly of cage





STOP Carefully check tightness, 5 ft. lbs., of all nuts and bolts before proceeding.

Ladder assembly and installation WARNINGS:

1. Make certain there is an adequate, level landing where the ladder will be installed.
2. Ladder is heavy. Use mechanical lifting equipment to raise ladder to vertical position.
3. Do not climb ladder in any manner until it is fully attached at both top and bottom. Use portable ladders, scaffolding, or personnel lifts when installing ladder.
4. Do not stand or work on top of tank. The tank surfaces are flexible and slippery and a dangerous fall could occur. There is no weight or load rating for the domes of tanks.

In addition:

5. Make certain the four bolts associated with the metal ladder attachment bracket are tight before using ladder.
6. No field drilling of holes in the ladder is required. Do not drill extra holes or enlarge factory drilled holes.
7. When fully assembled, the ladder and accessories should have no unfilled bolt holes.
8. Perform an annual routine inspection of the ladder tightening bolts and looking for signs of damage or deterioration. Remove any suspect ladder from service and destroy.

Step 7
Attach the ladder to the tank using the metal ladder bracket

CAUTION

Lift the ladder by mechanical means such as a fork lift and align the pre-drilled holes in the top of the ladder railing with the holes in the tank's metal ladder bracket. The tabs of the ladder bracket go inside the ladder rails.



Bolt the ladder and bracket to one another using the 3/8" x 2 ½" bolts. Torque to 5 ft. lbs.



Step 8
Make Adjustments

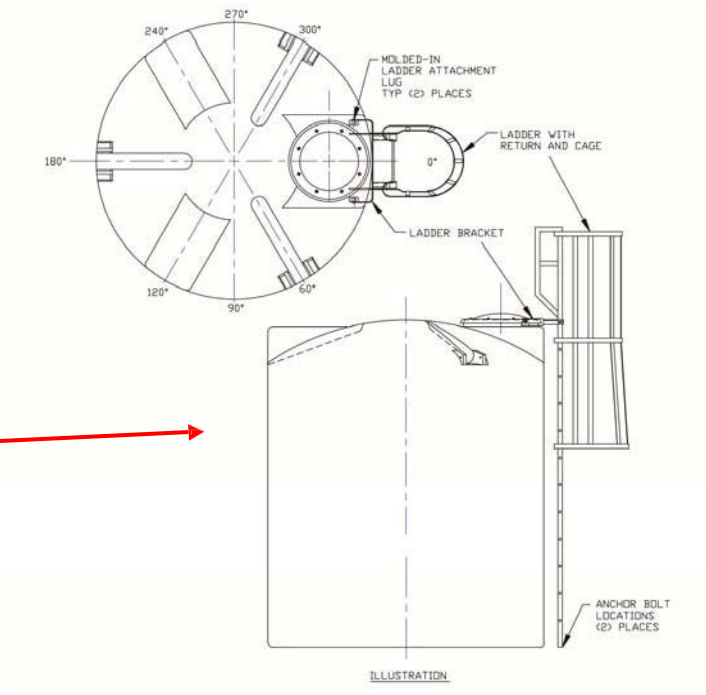
Plumb the ladder. Mark the location for the anchor bolts. Drill anchor holes and attach ladder to foundation.



After the ladder has been aligned and securely attached at top and bottom, adjust to support bracket so that the flat side touches the outer wall of the tank, tighten support bracket bolts.



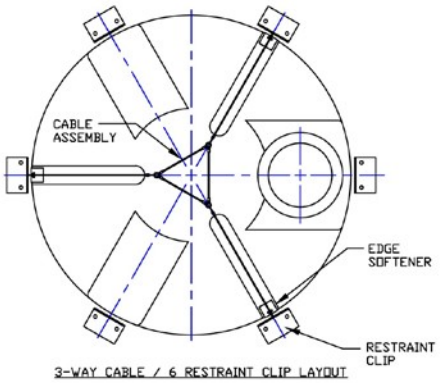
Drawing Example



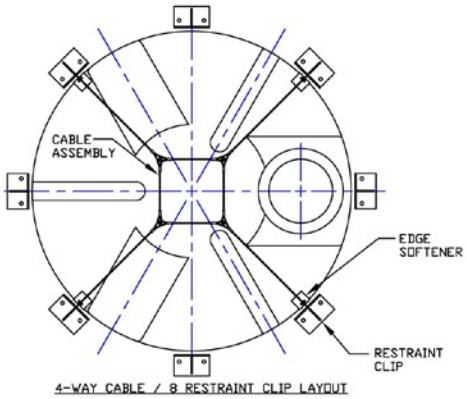
RESTRAINT SYSTEMS

Wind and seismic restraint systems are governed by state and local code. Consult your local code for requirements.

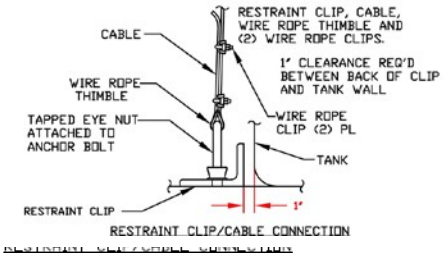
1. Restraint Clips
   a. Space equally around circumference of tank. If tank operating temperatures exceed 100° F, contact Customer Support for proper clip placement.
   b. Allow minimum of 1-in clearance between tank and back of clip to accommodate tank expansion.
   c. Attach the clips to the foundation with appropriate fasteners (customer supplied).
2. Cable Assembly
   a. Place cable assembly over the tank with the cable sling or tension ring at the top center of the dome.
   b. Pass each cable leg over the upper shell knuckle.
   c. Place the wire rope thimble in the eye-nut (Style A) or the hole provided in the restraint clip (Style B) and loop the cable around the thimble.
   d. Install the wire rope clips by forming a loop with the cable end. See instructions included with wire rope clips.
   e. After the cable is attached to the restraint clips, the excess cable slack must be removed. Cable tension should only be snug enough to secure the Edge Softeners against the upper tank knuckle. Excessive cable tension should be avoided as it may cause undue stress and deformation to the tank.
   f. After cable tension is properly adjusted, the wire rope clips should be checked for proper tightening.
3. Periodic Inspection
   a. Periodically check cables and wire rope clips to ensure proper but not excessive tension
   b. Adjust if necessary, following steps e and f above.

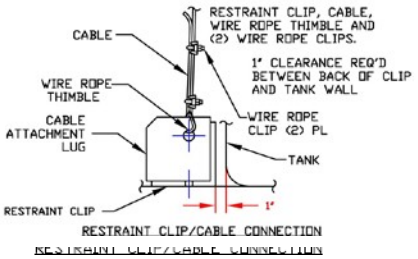


STYLE A



STYLE B





HORIZONTAL TANK STANDS

NOTE: Horizontal tank stands are designed to be located on level concrete foundations or other approved surfaces. Tank stands must be bolted to the foundation. Stands for larger horizontal tanks are shipped "knocked down" to minimize freight. Small tank stands do not require assembly.

If working with a stand shipped "knocked down":

1. Check to ensure that the following components have been received:
   a. Vertical leg units
   b. Side angle braces
   c. One bag containing stainless steel tabs and bolts
2. Assemble vertical leg units to side angle braces. Square unit and tighten all bolts.

If working with any stand:

3. Place the stand on a level foundation.
4. Anchor stand to foundation with appropriate bolts. (customer supplied)
5. Center tank and skid on stand.
   a. With a forklift, crane, or other lifting device, place the tank and skid onto the stand, being careful not to damage the skid. Protect hands and fingers from pinch points during this step.
   b. Locate holes in the top of the stand and center the tank and skid unit on the stand.
6. Install the stainless-steel tabs and bolts using the holes in the top of the stand per photo below.
7. Hydro test the tank for at least 24 hours prior to loading with chemical.

Tank Size	No. Upright Leg Units	No. Side Angle Braces	No. of Bolt Assemblies	No. of Tabs
520 gal.	stand is welded together			4
1,000 gal.	2	4	14	4
1,950 gal.	3	8	22	6

Note: These "knocked down" assembly instructions apply only to horizontal tank stands from Monroe, Louisiana.

Assemble Side Angle Braces



Place Tank on Stand



Position SS Tabs



Finished Assembly



START-UP CHECKLIST

- Hydro test (water test) tank system for 24 hours before introduction of chemical. Remove all test water from tank to prevent reaction with chemical stored.
- Follow chemical manufacturer's best practices for product being stored.
- Confirm compatibility of tank, fittings, bolts and gaskets before filling tank with chemical.
- Obtain, utilize and retain Material Safety Data Sheets (MSDS) for the chemical being stored.
- Make sure vent size is not reduced. Inspect vent lines for obstruction. Verify vent size is adequate to prevent over pressurization of the tank. Follow Poly Processing's venting guidelines. See page 4.
- Ensure flexible connections are installed on all lower sidewall fittings and that they are installed correctly. See page 23.
- Ensure there is adequate support of valves, piping and hoses and that support is installed correctly. See page 24
- Ensure valves are installed as close to the tank as possible. Be sure valves can be easily accessed.
- Check ladders at top and bottom for stability and safety.
- Label tank with the appropriate warning label for the chemical being stored. Do not remove Poly Processing's general warning labels.

SAFETY TIPS

- DO NOT STAND OR WALK ON TOP OF TANK. The tank surfaces are flexible and slippery and a dangerous fall can occur. There is no weight or load rating for the domes of tanks.
- Tanks are confined spaces. Follow proper entry procedures based on local, state and federal regulations. Establish and adequate retrieval plan.
- Maintain guards, shields, barriers and walkways to protect tank, fittings and piping from impact and to protect personnel from chemical release.

WARNING: Failure to adequately support tank, fittings, valves, piping, and hoses and to protect them from impact can cause chemical release resulting in serious injury or death.

MAINTENANCE ITEMS

- Conduct annual inspections of the tank. See page 34 for inspection guidelines.
- Inspect gaskets for signs of fatigue. Replace as necessary.
- Check bolt torque on fittings and adjust as needed.
- Look for signs of stress cracking on both the exterior and interior surfaces of the tank. Look for crazing or a spider web type look.
- Check flexible connections to make sure they are functioning properly, are not in a bind, and are not worn or leaking.
- Check threaded couplers to make sure they cannot be turned by hand.
- Check for leaks at the threaded couplers. This can be caused by over tightening and can take months or years to finally give.
- Inspect valves for leaks and make sure they are working properly.
- Inspect vent lines for any restrictions or obstructions.
- Inspect ladders, brackets, stabilizers and stands for signs of corrosion.

ANNUAL TANK INSPECTION CHECKLIST

Even relatively new polyethylene tanks should receive routine and careful visual inspections. These inspection guidelines should be followed at least annually to ensure the safety of personnel and the preservation of the chemical stored. The tank should be replaced if it displays stress cracking, crazing, or embrittlement.

- Empty the tank. Neutralize any chemical remaining. Thoroughly clean the exterior and interior of the tank. A dirty tank cannot be properly inspected.
- Examine the exterior and the interior of the tank for cracking, crazing and brittle appearance.
- Pay particular attention to areas around fittings and where different portions of the tank converge into one another. In other words, give special attention to "corners" where sidewall and dome meet and where sidewall and bottom meet.
- If a confined space entry is not feasible, use a bright light source to inspect the tank interior from the manway opening. An interior inspection is essential because stress cracks normally show up on the inside of a tank before appearing on the outside.
- Don't forget to inspect areas of the tank that never actually come in contact with the chemical stored. With fume-emitting chemicals, oxidation and resulting embrittlement of the dome can occur without any actual contact with the chemical stored.
- Inspect fittings, flexible connection hoses, and gaskets for leaks and signs of general corrosion or deterioration.
- Inspect vents and fume scrubbers to ensure adequate venting for pressure and vacuum. Ensure end of scrubber piping is never submerged in more than 6 inches of liquid.
- Confirm that filling of the tank from tanker trucks is not causing over pressurization and not ending with a line purge that "balloons" the tank. See "VENTING" on page 4.
- Confirm secondary containment is appropriate for chemical stored, adequate in size, and in good repair.

WARNING: Failure to follow these inspection guidelines and take necessary corrective actions can result in unintended chemical release causing serious property damage, injury, or death.

Chemical fumes may be present in the area of the manway opening.

A tank is a confined space. Do not enter tank without a confined space entry and retrieval plan.

Use lift equipment and/or fall protection to prevent fall into or away from tank.

DO NOT STAND OR WORK ON TOP OF TANK. Dome surfaces are flexible and slippery. The dome may be embrittled. A dangerous fall could occur.

LIMITED WARRANTY
Poly Processing Company

Poly Processing Company Product	Warranty Period
CROSSLINKED POLYETHYLENE TANKS for all suitable applications except those listed below Max tank size for on-site generation of low concentration sodium hypochlorite (.8%) is 4000 gal unless larger size approved for specific application	5 yrs.
IMFO® TANKS STORING SODIUM HYPOCHLORITE 9 – 15 wt.% (refer to PPC Position Statement) HDXLPE *w/ OR-1000™*, 1.9 spg. rating	5 yrs.
NON-IMFO® TANKS STORING SODIUM HYPOCHLORITE 9 –15 wt.% (refer to PPC Position Statement for System Requirements) 1000 gallons and larger: HDXLPE *w/ OR-1000™*, 1.9 spg. rating Less than 1000 gallons: HDXLPE 1.9 spg. rating	3 yrs.
TANKS STORING SULFURIC ACID ≤ 98% CONCENTRATION (refer to PPC Position Statement for System Requirements) Sulfuric Acid may be stored in tanks less than 11,000 gallons and less than 15' tall. This includes vertical, IMFO®, Sloped IMFO®, and SAFE-Tank®	3 yrs.
TANKS STORING HYDROCHLORIC ACID ≤ 37% CONCENTRATION (refer to PPC Position Statement) HDXLPE *w/ OR-1000™*, 1.9 spg. rating	5 yrs.
TANKS STORING HYDROCHLORIC ACID ≤ 37% CONCENTRATION (refer to PPC Position Statement) HDXLPE 1.9 spg. rating	3 yrs.
LINEAR POLYETHYLENE TANKS - for all suitable applications except **Sodium Hypochlorite 9 – 15%; Sulfuric Acid and Hydrochloric Acid of any concentration**	3 yrs.

Chemical manufacturing service, rental service, mobile service, and elevated temperature service are special applications. **Contact Poly Processing Customer Service for warranty for these applications**.

Poly Processing Company's warranty consists of repair or ONE-TIME replacement of defective product. Owner and/or user may be requested to provide a cleaned section of the product in question for evaluation. Product disposal or alternate use is the owner and/or user's responsibility. Warranty begins at date of shipment from PPC plant.

Standard Poly Processing parts and ancillary items are warranted for ninety (90) days. Electrical heat tracing systems are warranted ONE YEAR. Non-standard parts warranty is by manufacturer.

Poly Processing Company's liability is limited to either repair or replacement of its product. By accepting delivery of the product, owner and/or user waives any claim against PPC for incidental or consequential damages as they relate to lost profits or sales or to injury of persons or property, including secondary containment. Owner and/or user accepts full responsibility for providing secondary containment appropriate and adequate for the stored material.

This warranty will be nullified if:

1. Product has been used in manner other than its originally declared purpose or if PPC tank recommendations have not been followed.
2. Product has not been installed, used, and maintained in accordance with a) all federal, state, and local laws and regulations; b) generally accepted best practices within the applicable industry; c) guidelines set forth in the PPC Installation Manual and/or in PPC Position Statements.
3. Product has been altered or repaired by unauthorized personnel.
4. Notification of the defect has not been made in writing within the warranty period.
5. Invoice for product has not been paid.
6. Product has been subjected to misuse, negligence, fire, accident, act of war, or act of God.

The limited warranty described herein is Poly Processing Company's sole warranty and the complete, final and exclusive statement of the terms of the warranty. Owner and/or user may not rely on any oral statement or representations. This warranty is neither assignable nor transferable.

Notes:

Notes:



Company Headquarters

8055 S. Ash St.
French Camp, CA 95231
Tel:877.325.3142

P.O. Box 4150 (71211)
2201 Old Sterlington Road
Monroe, Louisiana 71203
Tel: 866.590.6845

161 McGhee Road
Winchester, VA 22603
Tel: 877.633.6416

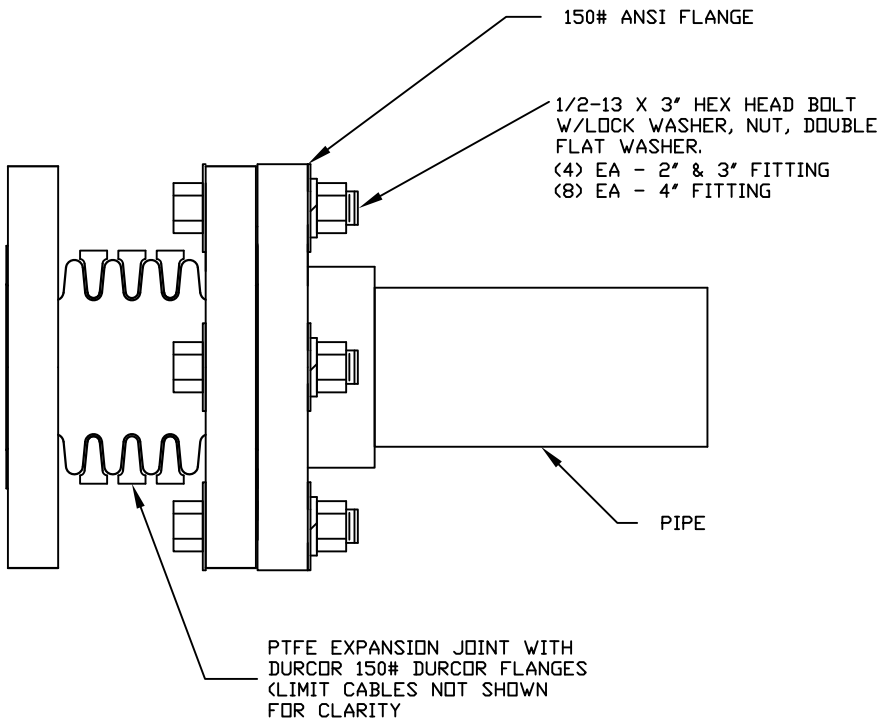
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INFORMATION SUBJECT TO CHANGE WITHOUT NOTICE

VERIFY REV LEVEL OF PAPER COPY WITH REV LEVEL ON PPC WEB SITE

Fitting Size:
Flange Type:
Flange Material:
Bolt Type:
Gasket Material:
Optional Flange:
Optional Liner Sleeve:



NOTES

1. THIS IS A COMPUTER GENERATED DWG. DO NOT REVISE BY HAND.

DWG TITLE: FLEXIJOINT ASSEMBLY			
SCALE: 6"=1'-0"	PolyProcessing Company LLC	Central Region P.O. Box 4159 (71211) 2201 Old Sterlington Rd. Monroe, LA 71203 (318) 343-7565 FAX (318) 343-8795	DR: C. DAVIES
DATE: 4/28/10			CK: J. BRANTLEY
	SHEET: 1 OF 1	COMPUTER FILE: FLXJNTFTGPTFEM	REV: -

66

PolyProcessing
SOLUTIONS, SIMPLIFIED.

www.polyprocessing.com

FLEXIJOINT® EXPANSION JOINT



These flexible PTFE connectors and tremor barriers are designed to compensate for misalignment, absorb expansion and contraction, and isolate the vibration and shock that could damage a tank. Their low spring rate protects stress-sensitive connections. Can be installed directly to the dome of the tank to overcome piping misalignment

- Made of pure 100% virgin PTFE resin
- Ethylene's exclusive Fluorforming™ process guarantees multiple convolution walls of consistently uniform thickness for any size.
- Features T-Band™ root and sidewall support and protection from over-compression
- LimitLinks™ stainless steel cables protect from over-expansion.

Bolts: 316 stainless steel, titanium, C-276, Alloy 400

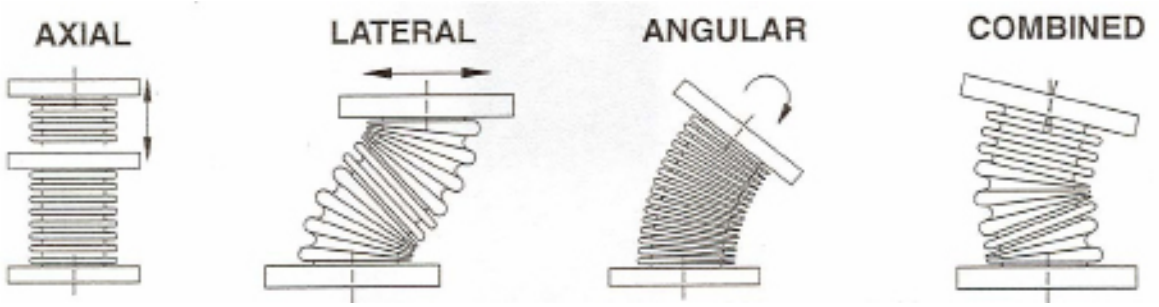
Gaskets: EPDM, Viton® and Viton® GF

CALIFORNIA
8055 S. Ash St.
French Camp, CA 95231
Tel: 877.325.3142

LOUISIANA
P.O. Box 4150
2201 Old Sterlington Rd.
Monroe, LA 71203
Tel: 866.590.6845
sales@polyprocessing.com

VIRGINIA
161 McGhee Rd.
Winchester, VA 22603
Tel: 877.633.6416

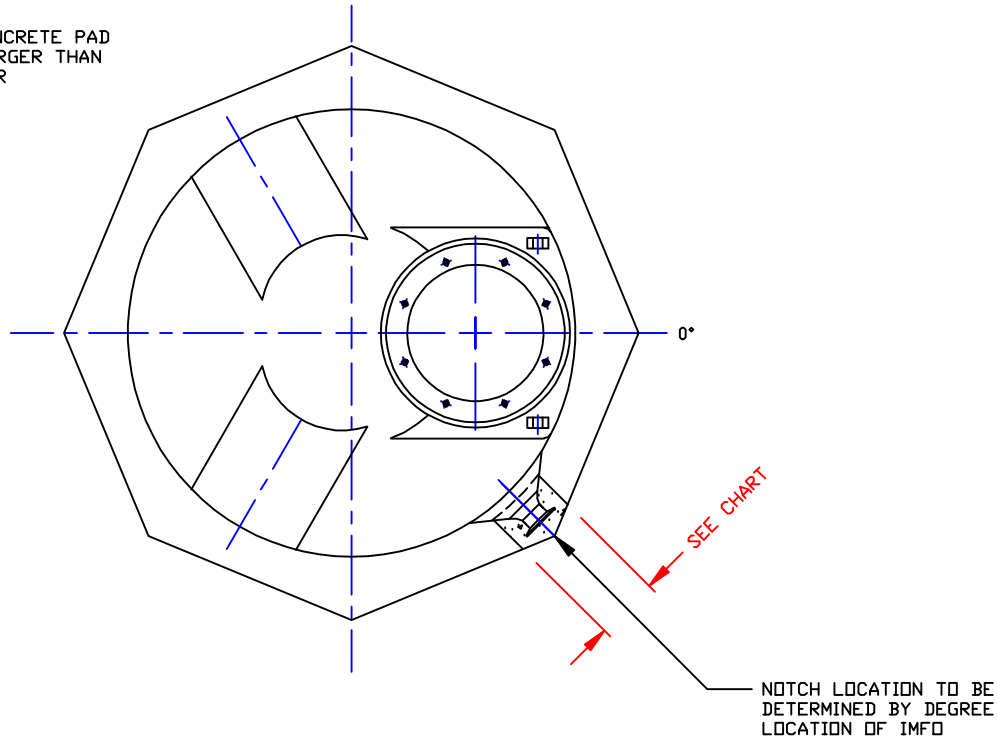
Performace specifications

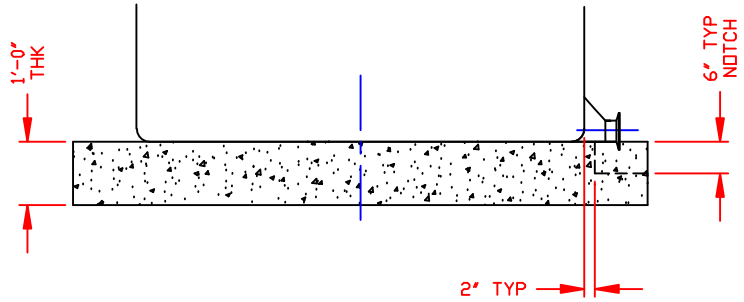


» Axial Compression ≥ .67″
» Axial Extension ≥ 0.67″
» Lateral Deflection ≥ 0.51″
» Angular Deflection ≥ 14°
» Torsional Rotation ≥ 4°

PolyProcessing
SOLUTIONS, SIMPLIFIED.

NOTE:
ELEVATED CONCRETE PAD
TO BE 24" LARGER THAN
TANK DIAMETER





NOTE:
NOTCH STARTS 2"
FROM TANK STRAIGHT WALL

NOTE:
DRAWING IS FOR DIMENSION REFERENCE ONLY
NOT INTENDED FOR FARICATION

DWG TITLE
OCTAGONAL CONCRETE IMFD PAD

SCALE: 1/2"=1'-0"	PolyProcessing Solutions, Simplified.	Central Region P.O. Box 4130 (71211) 2225 Old Sterlington Rd. Monroe, LA 71203 (318) 343-7565 FAX (318) 343-8795	DR: J, BRANTLEY
DATE: 2/10/11			CK: XXXX
	SHEET 1 OF 1	COMPUTER FILE IMFDPADOCT	REV -

B-5

Replace 2 typical 4" Expansion Coupling on Tank 1 and Tank 2



Replace Triple Seal Butterfly Valve on Tank 1

General Notes:

1) All couplings and fittings dismantled or replaced shall have new gaskets.

Remove and reinstall as necessary



Remove and reinstall existing ladders 2 (typical)

Remove and reinstall as necessary

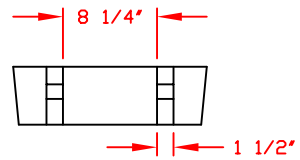
8" air flow pipe



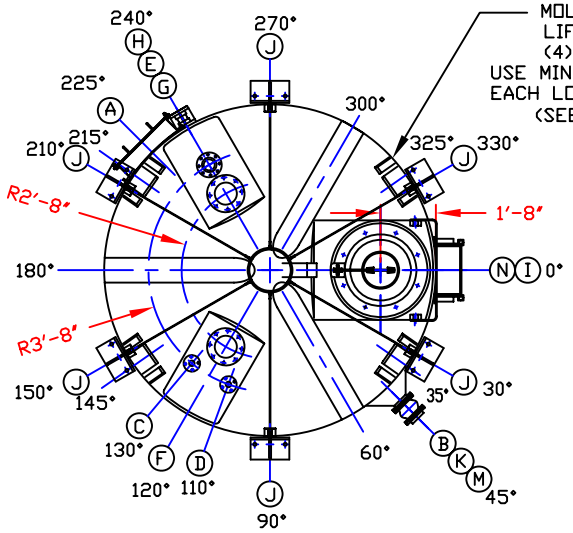
8" vent pipe

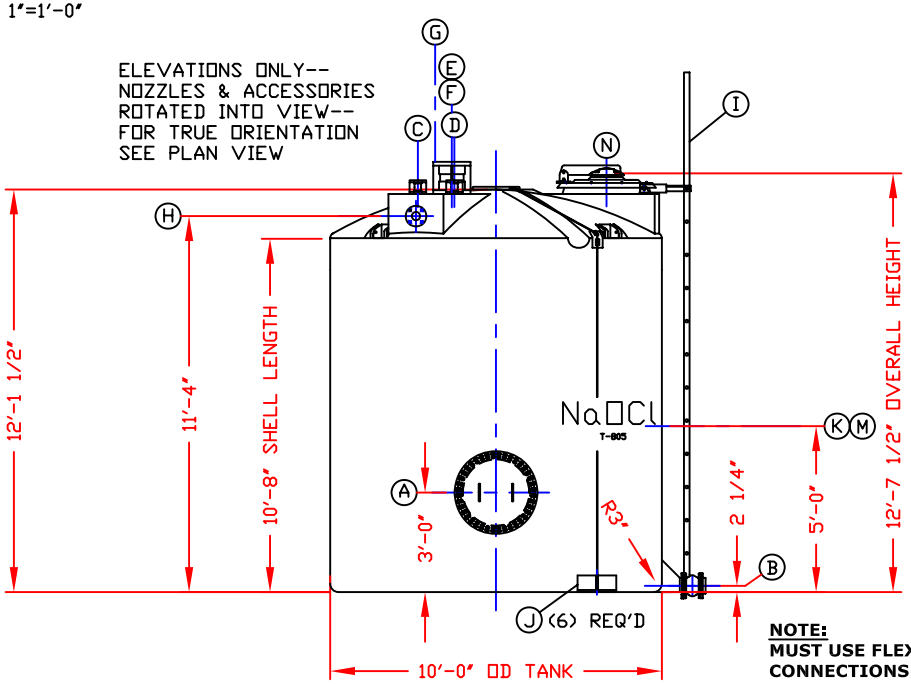
Tank 2
(See detail sheet, 6100 Gallon IMFO Tank T–806, for specifications and dimensions)
(does not have 8" pipe leading to the roof)

Tank 1
(See detail sheet, 6100 Gallon IMFO Tank T–805, for specifications and dimensions)
(has 8" pipe leading to roof allowing both tanks to vent)



LIFTING LUG DETAIL
(4) PLACES
SCALE: 1"=1'-0"





NOTE:
MUST USE FLEXIBLE CONNECTIONS ALL LOWER SIDEWALL FITTINGS

NOZZLE SCHEDULE & ACCESSORIES

SERVICE	MK	STOCK NO.	SIZE	FITTING	DEG	ELEV
SIDE MANWAY	A	132 7847 7856/3209	24"	24" SIDE MANWAY/FRP W/MANWAY GSKT/PE W/BOLTS/TI W/GSKT/EPDM	225°	3'-0"
OUTLET	B	7923 7960	4"	FLXJNT IMFO FITTING ASSEMBLY W/BOLTS/TI W/GSKT/EPDM W/FLG MATE ASSEMBLY/PVC/TI	45°	2 1/4"
EXTERNAL FILL	C	2343	2"	BOLTED SPOOL FITTING/PVC W/BOLTS/TI W/GSKT/EPDM	130°	DOME
HYPO UNIT FILL	D	2343	2"	BOLTED SPOOL FITTING/PVC W/BOLTS/TI W/GSKT/EPDM	110°	DOME
LEVEL TRANS	E	2383	4"	BOLTED SPOOL FITTING/PVC W/BOLTS/TI W/GSKT/EPDM	240°	DOME
AIR FLOW	F	3752	8"	BOLTED SPOOL FITTING/PVC W/BOLTS/TI W/GSKT/EPDM	120°	DOME
VENT	G	3752	8"	BOLTED SPOOL FITTING/PVC W/BOLTS/TI W/GSKT/EPDM	240°	DOME
OVERFLOW	H	2363	3"	BOLTED SPOOL FITTING/PVC W/BOLTS/TI W/GSKT/EPDM	240°	11'-4"
LADDER	I	5706 7684	--	12' LADDER/FRP W/ATTACHMENT BRACKET/MS DM BLUE	0°	SIDE
SEISMIC RESTRAINT	J	139 131 7592 8390 8391 8392 7607	--	SEISMIC ZONE 4 RESTRAINT SYSTEM CONSISTING OF: (6) AC-13 CLIPS/EPOXY COATED (6) EDGE SOFTENERS (6) CABLES (24) CLAMPS (6) THIMBLES (1) 15" TENSION RING/ CS GALV	30° 90° 150° 210° 270° 330°	DOME & SIDE
STENCIL	K	--	--	8" BLACK STENCIL TO READ: "NaOCl"	45°	5'-0"
CERT SHEET	--	132	--	LAMINATED CERTIFICATION SHEET (NOT SHOWN - SHIPPED LOOSE)	SHIPPED LOOSE	
STENCIL	M	--	--	2" BLACK STENCIL TO READ: "T-805"	45°	5'-0"
MANWAY	N	8340	--	SAFE SURGE COVER/BLACK PE	0°	DOME

NOTES
1. THIS IS A COMPUTER GENERATED DWG. DO NOT REVISE BY HAND.
2. DIMENSIONS WILL VARY ±3% DUE TO VARIATIONS IN MULTIPLE MOLDS & CONDITIONS PREVALENT DURING MANUFACTURE & USAGE.
3. NO MOLDED IN GALLONAGE MARKERS THIS TANK.
4. TANK DESIGNED FOR 1.9 SpG MAT'L @ 100°F/ATMOS PRESSURE.

CALCULATED CAPACITIES/ VOLUME IN U.S. GALLONS		
DESIGN CAP	DOME VOL	TOTAL VOL
6126	470	6596

DWG TITLE
6100 GALLON IMFO TANK
T-805

1.9 SpG/XLPE/NATURAL
STOCK NO. 11106100410

SERVICE: .8% SODIUM HYPOCHLORITE

SCALE: 1/4"=1'-0"
DATE: 9/20/07

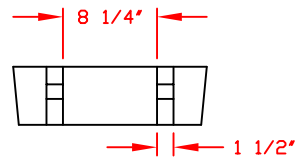
POLYPROCESSING COMPANY
Western Region
P.O. Box 80
8055 South Ash Street
French Camp, CA 95231
(209) 982-4904
FAX (209) 982-0455

DR: MB WILKERSON
CK: L. COUNTS

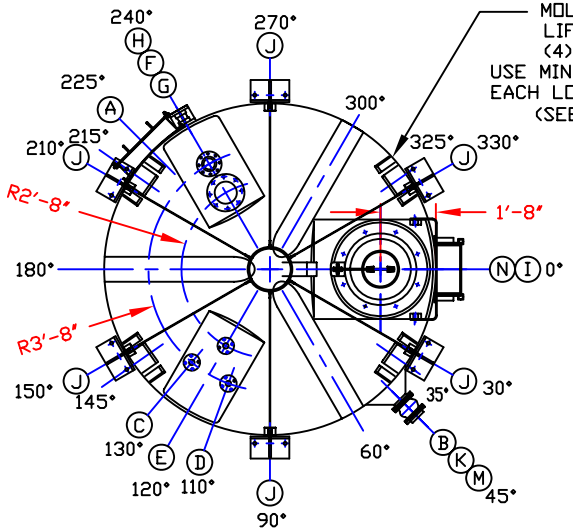
TANK EQUIPMENT PO# 2007622

SHEET: 1 OF 1
COMPUTER FILE: TEI2007622A
REV: -

B-25

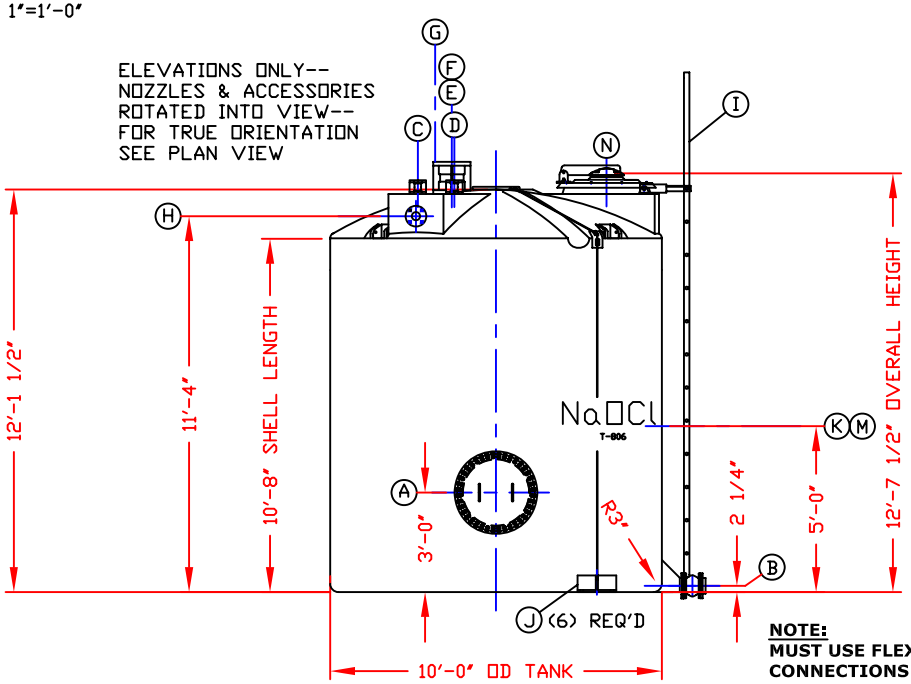


LIFTING LUG DETAIL
(4) PLACES
SCALE: 1"=1'-0"



MOLDED-IN
LIFTING LUG PAIRS
(4) PLACES
USE MINIMUM OF (1) LUG AT
EACH LOCATION FOR LIFTING
(SEE DETAIL)

ELEVATIONS ONLY--
NOZZLES & ACCESSORIES
ROTATED INTO VIEW--
FOR TRUE ORIENTATION
SEE PLAN VIEW



NOTE:
MUST USE FLEXIBLE CONNECTIONS ALL LOWER SIDEWALL FITTINGS

NOZZLE SCHEDULE & ACCESSORIES

SERVICE	MK	STOCK NO.	SIZE	FITTING	DEG	ELEV
SIDE MANWAY	A	132 7847 7856/3209	24"	24" SIDE MANWAY/FRP W/MANWAY GSKT/PE W/BOLTS/Ti W/GSKT/EPDM	225°	3'-0"
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HYDROGEN BLOWER LINE	E	2343	2"	BOLTED SPOOL FITTING/PVC W/BOLTS/Ti W/GSKT/EPDM	120°	DOME
LIQUID LEVER TRANS	F	2383	4"	BOLTED SPOOL FITTING/PVC W/BOLTS/Ti W/GSKT/EPDM	240°	DOME
VENT	G	3752	8"	BOLTED SPOOL FITTING/PVC W/BOLTS/Ti W/GSKT/EPDM	240°	DOME
OVERFLOW	H	2363	3"	BOLTED SPOOL FITTING/PVC W/BOLTS/Ti W/GSKT/EPDM	240°	11'-4"
LADDER	I	5706 7684	--	12' LADDER/FRP W/ATTACHMENT BRACKET/MS DM BLUE	0°	SIDE
SEISMIC RESTRAINT	J	139 131 7592 8390 8391 8392 7607	--	SEISMIC ZONE 4 RESTRAINT SYSTEM CONSISTING OF: (6) AC-13 CLIPS/EPOXY COATED (6) EDGE SOFTENERS (6) CABLES (24) CLAMPS (6) THIMBLES (1) 15" TENSION RING/ CS GALV	30° 90° 150° 210° 270° 330°	DOME & SIDE
STENCIL	K	--	--	8" BLACK STENCIL TO READ: "NaOCl"	45°	5'-0"
CERT SHEET	--	132	--	LAMINATED CERTIFICATION SHEET (NOT SHOWN - SHIPPED LOOSE)	SHIPPED LOOSE	
STENCIL	M	--	--	2" BLACK STENCIL TO READ: "T-806"	45°	5'-0"
MANWAY	N	8340	--	SAFE SURGE COVER/BLACK PE	0°	DOME

NOTES
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2. DIMENSIONS WILL VARY ±3% DUE TO VARIATIONS IN MULTIPLE MOLDS & CONDITIONS PREVALENT DURING MANUFACTURE & USAGE.
3. NO MOLDED IN GALLONAGE MARKERS THIS TANK.
4. TANK DESIGNED FOR 1.9 SpG MAT'L @ 100°F/ATMOS PRESSURE.

CALCULATED CAPACITIES/ VOLUME IN U.S. GALLONS		
DESIGN CAP	DOME VOL	TOTAL VOL
6126	470	6596

DWG TITLE
6100 GALLON IMFO TANK
T-806

1.9 SpG/XLPE/NATURAL
STOCK NO. 11106100410

SERVICE: 8% SODIUM HYPOCHLORITE

SCALE: 1/4"=1'-0"
DATE: 9/20/07

POLYPROCESSING COMPANY
Western Region
P.O. Box 80
8055 South Ash Street
Fresno Cnty, CA 93291
(209) 982-4964
FAX (209) 982-0455

DR: MB WILKERSON
CK: L. COUNTS

TANK EQUIPMENT PO# 2007622

SHEET	COMPUTER FILE	REV
1 OF 1	TEI2007622B	-

B-25

LIMITED WARRANTY
Poly Processing Company

Poly Processing Company Product	Warranty Period
CROSSLINKED POLYETHYLENE TANKS for all suitable applications except those listed below Max tank size for on-site generation of low concentration sodium hypochlorite (.08%) is 4000 gal unless larger size approved for specific application	5 yrs
IMFO® TANKS STORING SODIUM HYPOCHLORITE 9 – 15 wt% (refer to PPC Position Statement) HDXLPE *w/ OR-1000™*; 1.9 spg rating	5 yrs
NON-IMFO® TANKS STORING SODIUM HYPOCHLORITE 9 –15 wt% (refer to PPC Position Statement) 1000 gallons and larger: HDXLPE *w/ OR-1000™*; 1.9 spg rating Less than 1000 gallons: HDXLPE 1.9 spg rating	3 yrs
TANKS STORING SULFURIC ACID ≥ 80% CONCENTRATION (refer to PPC Position Statement) **SAFE-TANK®** to 8700 gallons**:** HDXLPE *w/ OR-1000™*; 2.2 spg rating Vertical tanks 1000 - 6600 gallons: HDXLPE *w/ OR-1000™*; 2.2 spg rating Vertical tanks less than 1000 gallons: HDXLPE 1.9 spg rating ≥ 94% concentration tank size limited to 4400 gal **SAFE-TANK®** and 4000 gal vertical unless larger size approved for specific application	3 yrs
TANKS STORING HYDROCHLORIC ACID ≤ 37% CONCENTRATION (refer to PPC Position Statement) HDXLPE *w/ OR-1000™*; 1.9 spg rating	5 yrs
TANKS STORING HYDROCHLORIC ACID ≤ 37% CONCENTRATION (refer to PPC Position Statement) HDXLPE 1.9 spg rating	3 yrs
LINEAR POLYETHYLENE TANKS - for all suitable applications except **Sodium Hypochlorite 9 – 15%; Sulfuric Acid and Hydrochloric Acid of any concentration**	3 yrs

Chemical manufacturing service, rental service, mobile service, and elevated temperature service are special applications. **Contact Poly Processing Customer Service for warranty for these applications**.

Poly Processing Company's warranty consists of repair or ONE TIME replacement of defective product. Owner and/or user may be requested to provide a cleaned section of the product in question for evaluation. Product disposal or alternate use is the owner and/or user's responsibility. Warranty begins at date of shipment from PPC plant.

Standard Poly Processing parts and ancillary items are warranted for ninety (90) days. Electrical heat tracing systems are warranted ONE YEAR. Non-standard parts warranty is by manufacturer.

Poly Processing Company's liability is limited to either repair or replacement of its product. By accepting delivery of the product, owner and/or user waives any claim against PPC for incidental or consequential damages as they relate to lost profits or sales or to injury of persons or property, including secondary containment. Owner and/or user accepts full responsibility for providing secondary containment appropriate and adequate for the stored material.

This warranty will be nullified if:

1. Product has been used in manner other than its originally declared purpose or if PPC tank recommendations have not been followed.
2. Product has not been installed, used, and maintained in accordance with a) all federal, state, and local laws and regulations; b) generally accepted best practices within the applicable industry; c) guidelines set forth in the PPC Installation Manual and/or in PPC Position Statements.
3. Product has been altered or repaired by unauthorized personnel.
4. Notification of the defect has not been made in writing within the warranty period.
5. Invoice for product has not been paid.
6. Product has been subjected to misuse, negligence, fire, accident, act of war, or act of God.

The limited warranty described herein is Poly Processing Company's sole warranty and the complete, final and exclusive statement of the terms of the warranty. Owner and/or user may not rely on any oral statement or representations. This warranty is neither assignable nor transferable.

Issued: October 10, 2013

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 November 4th 2019.
From:	
To:	Mayor and Council
CC:	City Administrator Mark Collins
Date:	11/12/2019

Attachments

Regular Council Meeting Minutes 11-04-19

CITY OF SHERIDAN, WYOMING

MINUTES OF REGULAR COUNCIL MEETING

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

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

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

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

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

5. Councilor Beaver moved, seconded by Councilor Shafer, to add the Consideration of Allocating FY19 Surplus Funds to a Special Revenue Fund to the agenda as item #11.5. Council approved the motion for the agenda: voice vote; unanimous. Councilor Henderson moved, seconded by Councilor Martin, to approve the agenda as amended. Council approved the motion for the agenda: voice vote; unanimous.

6. Public Hearings

A. Mayor Miller opened a Public Hearing at 7:03 PM for Consideration of the First Reading of Ordinance #2206 - Charter Franchise Agreement. Utilities Director Dan Roberts presented an update to Council. The Public Hearing was closed at 7:13 PM.

i. Councilor Martin moved to keep the franchise fee at 4% for the Charter Franchise agreement and accept the remainder of the agreement. This motion died due to lack of a second. Councilor Bridger moved, seconded by Councilor Shafer, for the Approval of the First Reading of Ordinance #2206 - Charter Franchise Agreement. Council approved the motion: roll call vote: six ayes and one nay. Councilor Martin voted in opposition of this motion.

B. Mayor Miller opened a Public Hearing at 7:15 PM for Consideration of the Transfer of Retail Liquor License #10 - The Abiders, LLC (Cloud Peak Lanes). City Clerk Cecilia Good presented an update to Council. The Public Hearing was closed at 7:16 PM.

i. Councilor Shafer moved, seconded by Councilor Martin, for the Approval of the Transfer of Retail Liquor License #10 - The Abiders, LLC (Cloud Peak Lanes). Council approved the motion: voice vote: unanimous.

C. Mayor Miller opened a Public Hearing at 7:17 PM for Consideration of Liquor License Renewals for 2020. City Clerk Cecilia Good presented an update to Council. The Public Hearing was closed at 7:19 PM.

1. BIG HORN MTN EAGLES FOE AERIE #4169 dba BIG HORN MTN EAGLES FOE #4169 located at 1760 COMMERCIAL AVENUE
2. BIG HORN PUBLIC HOUSE, LLC dba SMITH ALLEY BREWING COMPANY located at 150 NORTH MAIN ST
3. BIRCH LLC dba BIRCH located at 342 WHITNEY LANE 1ST FLR
4. BLACK TOOTH BREWING COMPANY LLC dba BLACK TOOTH BREWING COMPANY located at 312 BROADWAY STREET
5. CHIASSON SHERIDAN INC dba WYOMINGS RIB & CHOP HOUSE located at 847 N MAIN STREET
6. CITY OF SHERIDAN dba KENDRICK MUNICIPAL GOLF COURSE located at 65 GOLF COURSE ROAD
7. CLOUD PEAK BOWLING LLC dba CLOUD PEAK LANES located at 1520 COFFEEN AVENUE
8. CLOUD PEAK HOSPITALITY LLC dba HOLIDAY INN SHERIDAN located at 1809 SUGARLAND DRIVE
9. COWBOY CAFÉ 2 LLC dba COWBOY CAFÉ located at 138 N MAIN STREET
10. D & B LIQUORS INC dba SHERIDAN LIQUORS located at 1842 SUGARLAND DR #113
11. DOUBLE BUCK INC dba MINT BAR (THE) located at 151 N MAIN STREET

12. EL TAPATIO DOS LLC dba EL TAPATIO DOS located at 1125 N MAIN STREET
13. FOUNDRY (THE) dba FOUNDRY located at 342 WHITNEY LANE 2ND FLOOR
14. GENUINE HOSPITALITY MANAGEMENT LLC dba PO NEWS & FLAGSTAFF CAFÉ located at 1 N MAIN STREET
15. ~~GNEHM MANAGEMENT LLC dba GNEHM MANAGEMENT LLC located at 635 BROADWAY AVENUE~~ – This license renewal application was moved to the November 18th Regular Council Meeting agenda.
16. GOLDEN CHINA RESTAURANT LLC dba GOLDEN CHINA RESTAURANT located at 2091 S SHERIDAN AVENUE
17. GRANTREE INC dba RAINBOW BAR located at 264 N. MAIN ST.
18. GREENLAND HOSPITALITIES LLC dba TRAILS END FIREWATER LOUNGE located at 2125 N MAIN STREET
19. HIDDEN BRIDGE GOLF CLUB LLC (THE) dba HIDDEN BRIDGE GOLF CLUB (THE) located at 550 MYDLAND ROAD
20. JOHN DONALD GARBUTT POST 7 AMERICAN LEGION dba AMERICAN LEGION POST 7 located at 137 N BROOKS
21. KALIF TEMPLE AAONMS dba KALIF SHRINE TEMPLE located at 145 W LOUCKS
22. KOLTS FINE SPIRITS LLLP dba KOLTISKA DISTILLERY SATELLITE located at 644 CROOK STREET
23. LA HERRADURA LLC dba LA HERRADURA located at 437 N. MAIN ST.
24. LAS DELICIAS II LLC dba LAS DELICIAS located at 5 EAST ALGER
25. LITTLE GOOSE LIQUORS LLC dba LITTLE GOOSE LIQUORS located at 1140 COFFEEN AVENUE
26. LUMINOUS BREWHOUSE LLC dba LUMINOUS BREWHOUSE located at 504 BROADWAY STREET
27. MOYLE PETROLEUM COMPANY dba COMMON CENTS FOODSTORE located at 3601 N MAIN STREET
28. NEW DRAGON WALL INC dba DRAGON WALL located at 1842 SUGARLAND DR #110
29. NO 10 LLC dba TBD located at 548 MYDLAND ROAD
30. NOBLE ENTERTAINMENT GROUP LLC dba WYOMING CATTLE & CREEK COMPANY located at 201 BROADWAY STREET
31. NORTHERN WYOMING COMMUNITY COLLEGE DISTRICT dba WYOMING CULINARY INSTITUTE located at 1841 S SHERIDAN AVENUE
32. OK CORRAL CITY LIQUOR INC dba OK CORRAL CITY LIQUOR located at 511 N MAIN STREET
33. OLES PIZZA & SPAGHETTI HOUSE INC dba OLES PIZZA & SPAGHETTI HOUSE located at 927 COFFEEN AVENUE
34. PHOENIX RESTAURANT GROUP LLC dba FRACKELTONS located at 55 N MAIN STREET
35. PIZZA HUT OF SHERIDAN INC dba PIZZA HUT located at 2547 N MAIN STREET
36. PONY LOUNGE & FRONTIER LIQUOR INC dba PONY GRILL & BAR located at 3 S GOULD
37. POWDER RIVER PIZZA COMPANY INC dba POWDER RIVER PIZZA COMPANY located at 803 N MAIN STREET
38. RAILROAD GRILL LLC dba WELCOME MARKET HALL located at 841 N BROADWAY STREET
39. RJLK LLC dba COFFEEN LIQUORS located at 112 COFFEEN AVENUE
40. SAPPORO WYOMING IV LLC dba SAPPORO JAPANESE STEAKHOUSE located at 1062 E BRUNDAGE LANE STE 101
41. ~~SHERIDAN AERIE #186 FOE dba FRATERNAL ORDER OF EAGLES located at 850 N MAIN STREET~~ - This license renewal application was moved to the November 18th Regular Council Meeting agenda.
42. SHERIDAN HAWKS JUNIOR HOCKEY CLUB INC dba SHERIDAN HAWKS JUNIOR HOCKEY CLUB located at 475 E. BRUNDAGE ST
43. SHERIDAN LAND COMPANY INC dba BEAVER CREEK SALOON located at 112 N MAIN STREET
44. SHERIDAN LODGE #520 BPOE dba SHERIDAN ELKS LODGE #520 located at 45 W BRUNDAGE
45. SHERIDAN VENTURES LLC dba BEST WESTERN SHERIDAN CENTER located at 612 N MAIN STREET
46. STAR LIQUOR LLC dba STAR LIQUOR TASTING LIBRARY located at 700 N MAIN STREET
47. SUTTON LEGACY LLC dba SUTTONS TAVERN located at 1402 N MAIN STREET
48. T AND C LLC dba T AND C LIQUORS located at 727 E BRUNDAGE STE A
49. VANATTA FINE LIQUOR LLC dba WESTON FINE SPIRITS located at 122 N. MAIN ST
50. VETERANS OF FOREIGN WARS POST 1560 dba VETERANS OF FOREIGN WARS POST 1560 located at 758 BROADWAY STREET
51. WAREHOUSE MARKET INC dba KILLYS SMOKEHOUSE DELI located at 1062 BRUNDAGE LANE
52. WESTON WINERIES LLC dba WESTON WINERIES SATELLITE located at 122 N MAIN STREET
53. WJK LLC dba NO NAME BAR located at 901 N MAIN STREET
54. WYO THEATER INC dba WYO THEATER located at 42 N MAIN STREET
55. WYOMING RESORTS LLC dba MAIN STREET TAVERN/BEST WESTERN SHERIDAN CENTER located at 609 N MAIN STREET
56. YOUNG KI KIM dba KIMS FAMILY RESTAURANT located at 2004 NORTH MAIN STREET

i. Councilor Bridger moved, seconded by Councilor Henderson, for the Approval of the Consideration of Liquor License Renewals for 2020. Council approved the motion: voice vote: unanimous.

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

A. Reappointment of Jack Livingston to the City of Sheridan Board of Adjustment for a Three-year Term.
B. Minutes of Regular Council Meeting October 21st, 2019
C. Claims

Claims 11-05-19

Vendor Name	**Description**	**Total**

A Clear View Inc.	Exterior window cleaning	215.00
Ace Hardware-Newkirk	brass hose adapter, gal Simple Green clnr	19.98
AlphaGraphics of Wyoming	Social Media for August 2019/business cards/signs	2,203.34
AM Signal, Inc.	radar for Osprey blvd and E Brundage Lane west bo	7,978.00
American Water Works Association	2020 Membership Renewal-Roberts,Peacock,Hirschman	2,034.00
American Welding & Gas, Inc.	grinding wheels - /crescent tool case	172.92
Automationdirect.com	time delay, control relays	232.00
Axis Forensic Toxicology, Inc	Lab Results - 19P008244 and 19P008268	830.00
Babbitt Ranches LLC	2005 Bombardier 180 Nordic Snowcat-WTP-T&T	30,000.00
Bloedorn Lumber	concrete mix - storm	229.60
Buffalo Theater LLC	Fly Sheridan Marketing	180.00
Bulldogger Services Inc	snap tite pipe - leopard st - storm/flood	6,770.40
Captain Clean Services, Inc.	Carpet Cleaning 10/16/19	1,154.60
Carquest Auto Parts	Parts and supplies	663.25
CED- Consolidated Electrical Distributers Inc.	wire splice	(114.13)
CH Diagnostics and Consulting	Crypto&Giardia:Intake 6&8/2019,Wtrshd Cntrl 7/2019	3,640.00
Children Horses and Adults In PartnerShip (CHAP	Tournament of Knights Grant	500.00
Clement Communications, Inc	Safe Procedures posters:annual	695.82
CMI-Teco	Purch of Sideload Trucks for Waste Collection	528,300.00
Collection Professionals Inc.	CPI Acct # 1885-9/1/19-9/30/19	251.06
Crescent Electric	conduit fittings	11.22
Current Electric LLC	Heater Repair for Utility Maint - SW Truck	151.50
Dixon Land Management	Booster station mowing	1,120.00
Dowl	East 5th St Corridor-Design/Sheridan N End W&S	37,368.78
DPC Industries, Inc.	monthly rent:2000# chlorine cylinder 7 & 8 / 2019	100.00
Empco, Inc	Corporal Written Exam Development	3,720.00
Employ, LLC	Temporary Labor - Recycling	7,021.95
Energy Laboratories, Inc	TOC analysis: Inv 272706, WO# C19100546	168.00
Entech, Inc.	5th St Sewer Creek Crossing-Design #4756	920.47
Enviro-Clean Intermountain, LLC	broom wide sweep unit 3.43 st	1,360.50
Fastenal Company	supplies	304.28
Fedex Freight West Inc	Shipping cost for phone - 19P000514	13.75
Force America Distributing LLC	arc wireless sensors - snow removal	3,499.23
Graphic Products, Inc	Adhesive Labels Landfill - Reflective Recycling	776.78
Hach Company	lab supplies:reagents,cal&titrant sols,pH buffers/annual service agreement	16,911.05
Hawkins Inc	Process chemicals	8,160.29
High Land Inc.	Winterizing of sprinkler system	132.50
HUB International Mountain States Limited	Renewal Bond K. Kessner/Liability ins for special election	1,235.96
iBEAM Construction Cameras	Hillslides Project-Misc #5317	385.00
Inter-Mountain Laboratories Inc	bacteria samples analysis:city & DNISD	660.00
International Business Machines Corporation	Server maintenance annual fees	1,207.68
Ironman Towing	Towing of Unit 26 to Sheridan Motor - breakdown	65.00
Jacob Martin	Reimbursement for travel-Reg State Leadership Day	326.08
Jill W Chase	SPAC Coordinator - October 2019	1,000.00
John Deere Financial #1111308145	Parts and supplies	251.72
Joost Industrial, Inc.	Replacement Blower for digestive sludge	3,512.64
KCR Enterprises LLC	thread setter kit - shop tools	112.50
Ken Hirschman	Travel reimbursment EPA risk and resilience	238.25
Kerns & Bunting, LLC	Lease Agreements/Petition/Ordin 2202/City Admin	9,450.00
Kevin Bare	Wellness Participation Reimbursement	150.00
Kevin Valentine	Per Diem and Fuel to EMD Training	392.25
Kilpatrick Creations Inc.	Shirts and Embroidery for Colee H. and Craig L.	301.91
Kois Brothers Equipment, Co.	cylinder, bearing, ring unit 3.17 wc	871.60
Kubat Equipment & Service Co	Fuel Pump Repair from Lightning Strike	5,554.00
LN Curtis & Sons	Calibration gas cylinders for MSA Gas Monitor	690.00
Luke A Goddard	Medical Doctor Coverage November 2019	500.00
Madden Media	SEM Package - August	833.33
MAP, LLC	Contractual Services	2,174.63
MC2 Engineering	Blacktooth Park Project-Design #5709	5,742.00
Memorial Hospital of Sheridan County	Occupational Health Screening	157.00
Morrison-Maierle, Inc.	N Sher Interchange -Utilites & Enhance CA #4729	27,932.80
Motor Power Equipment Co	air quality connector unit 3.61 wc	437.85

Vendor Name	Description	Total
Mullinax Concrete Service & Irrigation	5/8 ac rock delivered - hot plant-24 ads duel wall st astm	5,165.91
Napa Auto Parts	Parts and supplies	194.63
Newman Traffic Signs	special traffic signs	266.97
Norco, Inc	supplies	843.44
Northern Lights Electric Company	Pickleball Court-Misc-#5712	502.87
Office Shop Inc	Copy Charges/contract usage	921.07
Office Shop Leasing	Copier lease	146.05
O'Reilly Auto Parts	heated wiper kits and blades unit 3.28 st	367.84
Pavement Markings LLC	striping for old cook ford - signs	600.00
Peak Pest Solutions LLC	mouse & insect cntrl @ BGWTP,Intake 10/2019	210.00
Plains Tire & Battery	Tires	6,058.05
Pollardwater	hydrant valves	454.35
Powder River Heating & Air Conditioning, Inc	Inspection of Blower-Carrier Unit Bldg Dept	370.21
Powder River Power Co	Parts and supplies	273.72
Railroad Management Company III, LLC	Railroad lease	258.95
Rapid Fire Protection, Inc.	Annual sprinkler system maint-check 10-01-2019	250.00
Respond First Aid Systems of Wyoming	Restocked First Aid Kit	26.35
Richard Bridger	Air transportation Committee meeting	164.17
Roger Miller	WAM Board meeting reimbursement (food)	5.18
Secure Shred	Shredding Confidential Documents	45.78
Servall Uniform and Linen, Inc	Rugs	569.35
Sheridan Commercial Co.	supplies	609.80
Sheridan County Chamber of Commerce	Brewfest Grant	2,000.00
Sheridan Econ-O-Wash	uniform laundry - pierce and bates shop	150.00
Sheridan Motor Inc	oil change serpentine belts unit 1.20 pd	443.22
Sheridan Wyo Rodeo	Sheridan WYO Rodeo Grant	15,000.00
Sign Products, Inc	Refund Building Permit TB-19-339	21.14
Source Office & Technology	supplies	1,912.55
State of Wyo Office of Emergency Medical Service	Annual SFR Ambulance Service Business License	20.00
Steve's Truck Service Inc	Replace brake shoes on Engine 1/replace air compressor/rebuild fan kit	3,515.11
Stryker Sales Corporation	Annual EMS Modem Subscription Plan	598.00
Thatcher Company	44,000# soda ash: SWTP (22 bags)	8,960.00
The Lamar Companies	Billings billboard 10/15 - 11/11	377.00
Tire Rama	Tires and repair	2,121.20
Titan Machinery Inc.	rear curtain, switch unit 4.42 st	183.55
Tom Manolis	EPA, WWA, WARWS Conferences - T. Manolis	520.00
Top Office Products Inc	Oct copy charge - csc	260.01
Tri State Truck & Equipment, Inc	credit for turbo charger core - unit 3.15 wc	(312.50)
Trihydro Corporation	Monitoring Well Samples through 09-28-19	7,306.50
TW Enterprises, Inc	Annual servicing of emergency generators	1,176.26
Tyler Gay	Reimbursment for travel operator testing	253.12
Tyler Technologies, Inc	Court Case Management Software	4,481.00
VRM	Grinder Chute Repair/replaced damaged bearings on tree grinder	15,048.15
Winsupply of Sheridan Wy Co	BG:plumbing fittings for CW#2 sample pump & line/repair clamps	3,445.82
Wood Group USA, Inc	work on SCADA computer/GIS professional Services	5,717.50
WREGIS	Annual Fee for Renewable Energy Credits	100.00
Wyoming Economic Development Assoc.	WEDA membership	375.00
Wyoming Machinery Co	Filters for Loader 4-86	234.41
Wyoming Water Quality	Conference registration	660.00
Xerox Corporation	Xerox lease and copies - Sept	156.05
Zowada Plumbing & Heating Inc	Replace Station Boiler Inv 25253	12,503.06
Zowada Recycling & Steel, LLC	tubing/angle iron	136.62
Grand Total:		**837,545.80**

Prepaids 10-18-19

Vendor Name	Description	Total
CenturyLink Communications, LLC	SCADA Lines and Extensions	1,327.22
Montana Dakota Utilities	Numerous Electric Bills	15,471.54
Grand Total:		**16,798.76**

Prepaids 10-24-19

Vendor Name	Description	Total
Justin Bishop	Turf Management Services - October 2019	5,583.33
Montana Dakota Utilities	Pump stations/numerous electric bills	3,368.38
State of Wyoming	Loan JPA-15584 Payment #5	69,909.82
Grand Total:		**78,861.53**

Regular Payroll 10-25-19

Vendor Name	Total
497-874-NCPERS Wyoming	320.00
Aflac	1,484.55
Blue Cross Blue Shield of Wyoming	76,312.06
Child Support-Ohio	196.14
CITCO FCU	2,745.13
First Federal Savings Bank	9,729.64
HealthEquity, Inc.	2,512.54
Idaho Child Support Receipting	245.08
IRS 941	70,196.87
LOCAL 276, IAFF	800.00
Minnesota Child Support Payment Cent	194.27
Nationwide	29.94
Optum Bank, Inc.	622.93
Orchard Trust	4,938.96
Security State Bank	364.59
Sunlight Federal Credit Union	1,844.60
Vantagepoint Transfer Agents 300698	6,885.03
VSP	1,090.56
Workers' Safety &	4,927.29
Wyoming Retirement System	65,728.82
Wyoming State Disbursement Unit	1,064.93
Grand Total:	**252,233.93**

Councilor Linden moved, seconded by Councilor Martin, for the approval of the consent agenda. Councilor Bridger recused himself from a payment to him on the claims list related to expenses incurred for the Air Transportation Committee meeting that he attended. Council approved the motion for approval of the consent agenda: voice vote; unanimous.

8. Staff Update

A. City Clerk Cecilia Good provided an update on the Special Election.

B. Human Resources Director Heather Doke provided an update on Human Resources.

Old Business:

9. Public Works Director Lane Thompson delivered a presentation to Council regarding the Consideration of the Second Reading for Ordinance #2200 Zoning Code Updates. Councilor Martin moved, seconded by Councilor Bridger, for the Approval of the Second Reading for Ordinance #2200 Zoning Code Updates. Council approved the motion: roll call vote: unanimous.

New Business:

10. Councilor Henderson moved, seconded by Councilor Martin, for the Approval of the Payment of FY19 CAST Final Invoice in the Amount of $17,193.06 Using FY19 One Cent Funds. Councilor Beaver recused himself from voting on this item. Council approved the motion: voice vote: unanimous.

11. Councilor Bridger moved, seconded by Councilor Shafer, for the Approval of the Resolution #46-19 to Join Wyoming Government Investment Fund and to Appoint the Treasurer and Assistant Treasurer as Authorized Officers/Agents of the Fund. Council approved the motion: voice vote: unanimous.

11.5. City Administrator Collins spoke regarding the auditor's recommendation to earmark surplus funds from FY19, which is to mark it as an assigned fund balance. This would need to be completed before December 1st and could be placed on the November 18th agenda. Council agreed to push this item to the November 18th City Council meeting.

12. Council Comments and Requests for Future Agenda Items.

A. Councilor Linden urged people to vote in the Special Election tomorrow.

B. Councilor Henderson stated that he was pleased with the zoning code updates and he appreciates the work of staff. Councilor Henderson also gave a shout out to the Sheridan Bronc's Cross Country team for their achievements. He would like to see the team acknowledged at an upcoming City Council meeting.

13. Comments from the public.

A. There were no comments from the public.

14. Councilor Shafer moved, seconded by Councilor Martin, to adjourn the meeting at 7:54 P.M. Council approved the motion: voice vote: unanimous.

APPROVED:

_____
Roger Miller, Mayor

ATTEST:

_____
City Clerk, Cecilia Good

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Minutes of Special Council Meeting November 7th 2019.
From:	
To:	Mayor and Council
CC:	City Administrator Mark Collins
Date:	11/12/2019

Attachments

Special Council Meeting Minutes 11-07-19

CITY OF SHERIDAN, WYOMING
MINUTES OF SPECIAL COUNCIL MEETING

COUNCIL CHAMBERS **5:30 P.M.** **November 7th, 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, Councilor Jacob Martin and Councilor Aaron Linden. Others in Attendance: City Attorney Brendon Kerns, City Administrator Mark Collins, City Clerk Cecilia Good and Sheridan Travel and Tourism Director Shawn Parker.

4. Councilor Linden, seconded by Councilor Shafer, for the Approval of Resolution #48-19 Certifying the Results of the Special Election. City Attorney Brendon Kerns thanked everyone involved with the Special Election. Council approved the motion: voice vote: unanimous.

5. Mayor Miller adjourned the meeting at 5:34 P.M.

APPROVED:

_____
Roger Miller, Mayor

ATTEST:

_____
City Clerk, Cecilia Good

CITY OF SHERIDAN, WYOMING

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

Treasurer

MEMORANDUM

Project Name:	Claims
From:	Karen Burtis, City Treasurer
To:	Mayor and Council
CC:	City Administrator Mark Collins
Date:	11/15/2019

Attachments

Claims 11-19-19
Combined Prepaids
Regular Payroll 11-08-19

City of Sheridan
Claims paid on 11/19/19

Sum of Amount		
Vendor Name	Description	Total
A & M Service & Supply Inc.	Replace rollers on A/P-Payroll printer	110.00
Ace Hardware-Newkirk	supplies	60.43
ACT Communications	Telephone and internet	203.30
AlphaGraphics of Wyoming	Social Media Management - Oct 2019	1,520.00
American Maid	oct cleaning service	3,550.00
Amy Davis	Deposit Refund/404 S Tschigi St.	40.58
Andrew W Lindberg	Reimb parking fee-NFA Meal Ticket-Mileage for AL	411.64
A-Plus Services, LLC / East Ridge Towing	Tow Unit 17 from PD to Sheridan Motor	75.00
Arrow Survey Group, Inc	ACOE Ecosystem Restoration Survey Mapping	25,170.00
Association of State Floodplain Managers	2020 Membership	165.00
Axis Forensic Toxicology, Inc	Lab Results 19P008729	290.00
B&B Leasing Company	Lease payments	310.51
Bentley Systems	FlowMaster/WaterGems Software Subscription	1,040.25
Big Goose Aviators, LLC	Desposit Refund/2638 Aviation Dr.	72.04
Bighorn Design Studio	clothing	1,223.00
Bob-Bardier Snowcat Services LLC	35.5" BR-180 Tracks for Snow groomer	7,832.80
Brian's Boot & Shoe	Boots	761.90
Bronc Builders	cemetery weed eating August 11 thru 17	216.00
Burton Highland Home Owners Assoc.	Balance Refund/918 Highland Ave #A S.T.	120.06
C & K Equipment	cab cam/snowblade rpr parts	733.03
Calli Banks	Deposit Refund/382 Adkins Valley Ln.	57.94
Cameron Orum	Deposit Refund/1544 Martin Ave.	26.69
Canyon Industries, Inc.	New Shaft Seal-Bolts for Coupler	1,156.43
Carquest Auto Parts	parts and supplies	407.36
Cascade Fire Equipment Co	Action Coupling Set HB NH 1 inch replace	69.03
CDG Engineers, Inc.	Hillslides, Engineering Professional Service	12,958.00
Cecilia Good	Notary Renewal Fee	30.00
CED- Consolidated Electrical Distributers Inc.	110W expander- csc	195.97
Certified Laboratories	thaw out, lubra lift units 3.12, 7.8, 7.13 wc	1,661.66
CH Diagnostics and Consulting	Giardia & Crypto samples 9/24/2019 Inv# 20190601	515.00
Charter Communications, Inc.	Monthly Fee - November	14.83
Comtronix	Fire alarm monitoring	105.00
Croell Redi-Mix Inc.	cement slurry/leak repair heights	2,759.25
Cummins Rocky Mountain	thermostat unit 3.10 wc	62.11
Cynthia G McDonald	Desposit Refund/1526 1/2 Warren Ave.	90.00
Cynthia Sheperd-Godwin	Godwin - Notary Filing	19.95
Dee Crawford	Deposit Refund/1007 S Main St.	70.78
Dowl	East 5th St Corridor/Sheridan N End Utilities	44,085.43
Downtown Sheridan Assoc	DSA Hunting for Bucks Sponsorship	2,500.00
Drew Knaub	Deposit Refund/107 Swan St.	62.11
Ed Hammer Inc	fix radiator leaks, battery/ trailer brake control	2,073.75
EMH Pro Cleaning	Janitorial Oct 2019	1,450.00
Empathia, Inc	November-January EAP Services	934.50
Employ, LLC	Temporary Labor - Recycling	10,683.57
Employers Council	October Background Checks	245.00
Farmers Co-op Oil Co.	October Fuel	37,365.27
Fastenal Company	parts and supplies	1,109.08
First Interstate Bank - Mastercard	Credit Card charges for October	32,968.03
Flood Marketing, LLC	Video Streaming Services - October 2019	1,500.00
Floyd's Truck Center WY	heater core/spring leaf rear suspension	666.38
Granite Peak Pump Service	heater for Golf Course	1,780.25
Great Western Recreation, LLC	truckload of engineered wood fiber	4,222.50
Heartland Kubota, LLC	bulk chain unit 2.31 st	9.10
Honnen Equipment Co	oil cooler unit 4.64 um collect	2,846.50
HUB International Mountain States Limited	Godwin - Notary Bond	50.00
Inter-Mountain Laboratories Inc	Madison well bac-t, TTHM & HAA5 analysis	1,230.00
International Code Council, Inc.	Membership Dues-0508020 10.2019	135.00
Intrado Interactive Services Corporation	CivicLive Support & Maintenance Year 2	3,500.00
James Riesen	Travel reimbursement	91.00
Jerry Rocovits	Deposit Refund/1987 Edwards Dr. #D	40.28
Jessica Domingo	Deposit Refund/1419 Holloway Ave.	21.62
John Deere Financial #1111308145	Supplies and uniforms	2,118.09

Vendor Name	Description	Total
Josh Bolin	Travel reimbursement	91.00
Julie Gardner	Deposit Refund/1028 Marion Pl.	33.99
Kay & Michael Bray	Balance Refund/360 Smith St.	490.88
Kerns & Bunting, LLC	Special Election/Petition Cerification/Interim Adm/Municipal svcs	16,651.00
Kilpatrick Creations Inc.	M. Burtis: 4 uniform shirts	224.71
Kinnaird Law Office, PC	Professional Legal Svcs - October 2019	540.00
Kirven and Kirven, P.C.	Petition Verification for Ordinance No. 2202	6,000.00
Knecht Home Center	stihl bar and chain loop	61.64
Kois Brothers Equipment, Co.	electric motor, gear box, split-switch element	5,338.46
KXK Construction	marshall park - second half/grind and replace concrete joints	8,666.00
L J Wright Ironworks & Design, Inc.	sideboards for snow hauling unit 3.37 st	481.93
Lannan's Supply	safety vests, and supplies - st	198.90
LN Curtis & Sons	Replace 2-5 inch hose and nozzles for E1-E2	7,975.45
Madden Media	SEM package - October	1,250.00
MAP, LLC	Contractual Services	2,174.63
Margaret Pilch	Balance Refund/181 Scott Dr #IRRG	19.44
Mark A. Collins	Reimbursement for Per Diem for Nashville, TN	274.50
Matthew Young & Nacona Briscoe	Deposit Refund/819 Emerson St.	26.48
Maureen Ludlum	Deposit Refund/522 W Burkitt St.	75.48
MDS Technologies, Inc.	R&O (Bump Truck) #4701	17,742.50
Mike's Electric Inc	Add outlets-replace bad ballast-change to LED ligh	3,261.38
Motorola Solutions, Inc.	E911 phone system - Milestone 1	91,520.50
Mullinax Concrete Service & Irrigation	curb stops	196.00
Municipal Emergency Services, Inc.	Firefighters H Back Suspenders Button Attachment	53.20
Napa Auto Parts	parts and supplies	930.68
Norco, Inc	supplies	622.77
Northwestern University Center	Police Staff and Command Reg - Ringley,Hill,Keller	16,000.00
Office Shop Inc	Canon/IRAC350P Contract usage-overg 10-1 to 10-31	109.58
OMP Engineering Inc.	Supply, install, & commission radio system	6,134.60
One-Call of Wyoming	Tickets for November CDC Code CSH	229.50
Pavement Markings LLC	layout and striping at Marshall Park	350.00
Pence and Macmillan LLC	Work on JPB call with City	288.00
Peter Schrock	Deposit Refund/465 Amanda Ln.	71.33
Plains Tire & Battery	Tire repair and tires	1,976.07
Polish Linings Inc	sand blast and paint unit 2.31 sr	1,178.00
Powder River Heating & Air Conditioning, Inc	replaced belt on exhaust fan in dispatch	950.43
Powder River Power Co	parts and supplies	506.12
ProMec Services	tire for turfmaster	264.72
Ramkota Hotel & Conference Center-Casper, WY	Hotel rooms WWQPCA conference- Casper, WY	747.00
Rebecca & Aaron Hartman	Deposit Refund/247 N Sheridan Ave.	90.00
Respond First Aid Systems of Wyoming	first aide kit cleaning and inspection	9.18
Ricoh USA, Inc.	Monthly copier charges - November	505.73
Ridgepoint Consulting, LLC	Marshall Park - project management	2,665.00
Sam Burgess	Travel reimbursement	91.00
Seara Stovall	Deposit Refund/1353 North Heights Ln.	18.39
Secure Shred	paper shredding 10/31/19	159.18
Servall Uniform and Linen, Inc	Rug cleaning and rugs	492.53
Seth Shumaker	Legal Services for Muni Court	221.50
Shaunessey Reeves	cleaning services	2,550.00
Sheridan Commercial Co.	supplies	905.99
Sheridan County	Refund on Permit #TB-19-339	21.14
Sheridan Econ-O-Wash	uniform laundry Pierce *- Bates shop	118.00
Sheridan Motor Inc	equipment services	2,992.83
Sheridan Newspapers Inc	Ads	9,063.21
Sheridan Seed Co., Inc.	straw bales	12.00
Sheridan Transportation Taxi	Safe Rides Oct 2019	2,359.00
Source Office & Technology	supplies	319.56
Sport Court of the Rockies, LLC	Pickelball Court CA- #5712	26,478.00
Steve's Truck Service Inc	lift pump, replace high pressure pump six injector	15,811.11
Swagit Productions, LLC	Video Recording Svcs - October 2019	1,295.00
Thomas J Klepperich	Municipal Court Judge Billing, October 2019	1,760.00
Tire Rama	10 tires unit 3.12 wc	2,060.00
Titan Machinery Inc.	rental from 10.29-11.05 sheepsfoot - st	3,105.96
Tom Manolis	Wellness Participation Reimbursement	100.00
Transaction Warehouse, Inc	Web Payment Transaction Fee, October 2019	2,613.60
Tri State Truck & Equipment, Inc	idler pulley seal belt tensioner unit 3.36 st	556.69
Turf Sprinkler Company	Kendrick GC as-builts Sprinkler Plans printing	59.97
Turfgrass R&D, Inc.	Professional services visit to Golf Course Sept 19	2,167.00

Vendor Name	Description	Total
Vanessa Affholter	Deposit Refund/165 W 4th St.	50.86
Varitech Industries, Inc	nozzles for sprayers - sr	137.51
Verizon Wireless	MDC Aircards - Sept and Oct	642.69
Visionary Communications	BGWTP & Intake:internet svc 11/1/2019 - 12/1/2019	400.90
VRM	Service work on Loader 4-86, Compactor 4-73	2,945.82
Weed Warriors	brushogging at South Park	562.50
William Badenhoop	Desposit Refund/915 Kroe Ln	19.46
William Kimbrough Love	Reimbursement for WESTAF Invoice paid off CC	525.00
Wilson Bros. Construction, Inc.	Sheridan North End Utilities-CA #4754	454,492.33
WIN-911 Software	WIN-911/PRO software annual mntc	495.00
Winsupply of Sheridan Wy Co	springs for parks backflows/gate valve	652.01
Wireless Advanced Communications, Inc	Decals for damaged police car	242.00
WWC Engineering, A Division of	Piezometer Monitor/Reporting for ACOE Phase II	1,000.00
Wyoming Electric, Inc.	Electrical Work on new boiler for station	1,065.31
Yonkee & Toner, LLP	Professional Legal Svcs - Muni Court Judge	400.00
Zowada Plumbing & Heating Inc	Replaced 2 zone valves-actuators in heat system	560.88
Zowada Recycling & Steel, LLC	21 ft of 5 in piping, cut/channel iron-trailer repairs	701.45
Grand Total		952,995.16

City of Sheridan
Prepaids paid on 10/31/19

Sum of Amount		
Vendor Name	**Description**	Total
Arete Design Group	Kennon Building Design - #5321	**51,146.75**
Caterpillar Financial	CAT D6T Dozer Payment #3	**55,232.02**
Law Office of Rex O. Arney	Board meeting, improvements in Weatherby Lease	**400.00**
Montana Dakota Utilities	Numerous Electric Bills	**15,762.99**
Rick Orlandi	Refund on Void Demo Permit Reissued	**40.00**
Rocky Mountain Ambulance Service LLC	Ambulance Services for November 2019	**10,000.00**
Wyoming Bank & Trust	SID #77 Principal, Interest & Agent Fee	**65,988.75**
Grand Total		**198,570.51**

City of Sheridan
Prepaids paid on 11/01/19

Sum of Amount		
Vendor Name	**Description**	Total
Wyoming State Treasurer	Unclaimed Peoperty FY19	**632.46**
Grand Total		**632.46**

City of Sheridan
Prepaids paid on 11/07/19

Sum of Amount		
Vendor Name	**Description**	Total
CenturyLink Communications, LLC	SCADA Lines and Extensions	**793.48**
Montana Dakota Utilities	Numerous Electric Bills	**17,492.21**
Sheridan-Johnson Critical Air Service Group	FY2019 Final payment to support CAST	**17,193.06**
Grand Total		**35,478.75**

City of Sheridan
Prepaids paid on 11/14/19

Sum of Amount		
Vendor Name	**Description**	Total
CenturyLink Communications, LLC	SCADA Lines and Extensions	**1,327.22**
First Interstate Bank	E911 Phone System Loan #110070092 payment #1	**57,117.77**
Montana Dakota Utilities	Numerous Electric Bills	**17,714.83**
Northern Wyoming Community College	SEEDA Administrator Contribution - 1st Qtr 2020	**19,646.04**
Pitney Bowes Inc	Postage machine lease 7/30/19-10/29/19	**760.29**
Grand Total		**96,566.15**

City of Sheridan
Regular Payroll paid on 11/08/19

Sum of Amount		
Vendor Name	Description	Total
497-874-NCPERS Wyoming	Regular Payroll 11.08.19	320.00
Aflac	Regular Payroll 11.08.19	1,484.55
Blue Cross Blue Shield of Wyoming	Regular Payroll 11.08.19	87,548.06
Child Support-Ohio	Regular Payroll 11.08.19	196.14
CITCO FCU	Regular Payroll 11.08.19	2,745.13
First Federal Savings Bank	Regular Payroll 11.08.19	9,729.64
HealthEquity, Inc.	Regular Payroll 11.08.19	2,512.54
Idaho Child Support Receipting	Regular Payroll 11.08.19	245.08
IRS 941	Regular Payroll 11.08.19	74,535.93
LegalShield	Regular Payroll 11.08.19	30.90
LOCAL 276, IAFF	Regular Payroll 11.08.19	800.00
Minnesota Child Support Payment Cent	Regular Payroll 11.08.19	194.27
Nationwide	Regular Payroll 11.08.19	34.28
Optum Bank, Inc.	Regular Payroll 11.08.19	622.93
Orchard Trust	Regular Payroll 11.08.19	4,938.96
Police Protective Assoc.	Regular Payroll 11.08.19	50.00
Security State Bank	Regular Payroll 11.08.19	364.59
Sunlight Federal Credit Union	Regular Payroll 11.08.19	1,844.60
Vantagepoint Transfer Agents 300698	Regular Payroll 11.08.19	7,369.65
VSP	Regular Payroll 11.08.19	1,071.91
Workers' Safety &	Regular Payroll 11.08.19	5,045.04
Wyo Educator's Benefit Trust	Regular Payroll 11.08.19	1,150.24
Wyoming Retirement System	Regular Payroll 11.08.19	65,518.40
Wyoming State Disbursement Unit	Regular Payroll 11.08.19	1,064.93
Grand Total		269,417.77

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:	Proclamation for Small Business Saturday and Update on "Get Caught Shopping" - DSA Executive Director Zoila Perry and Chamber of Commerce CEO Dixie Johnson
From:	
To:	Mayor and Council
CC:	
Date:	

Attachments

Small Business Saturday Proclamation

PROCLAMATION

Whereas, the government of Sheridan, Wyoming, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 30.7 million small businesses in the United States, they represent 99.7 percent of all firms with paid employees in the United States, are responsible for 64.9 percent of net new jobs created from 2000 to 2018; and

Whereas, small businesses employ 47.3 percent of the employees in the private sector in the United States; and

Whereas, 94% of consumers in the United States value the contributions small businesses make in their community; and

Whereas, 96% of consumers who plan to shop on Small Business Saturday® said the day inspires them to go to small, independently-owned retailers or restaurants that they have not been to before, or would not have otherwise tried; and

Whereas, 92% of companies planning promotions on Small Business Saturday said the day helps their business stand out during the busy holiday shopping season; and

Whereas, 59% of small business owners said Small Business Saturday contributes significantly to their holiday sales each year; and

Whereas, Sheridan, Wyoming, supports our local businesses that create jobs, boost our local economy and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, therefore, I, Roger Miller, Mayor of Sheridan, Wyoming, do hereby proclaim, November 30, 2019, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

_____

Roger Miller, Mayor

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 & Use Tax Update - City Treasurer Karen Burtis
From:	Karen Burtis, City Treasurer
To:	Mayor and Council
CC:	
Date:	11/06/2019

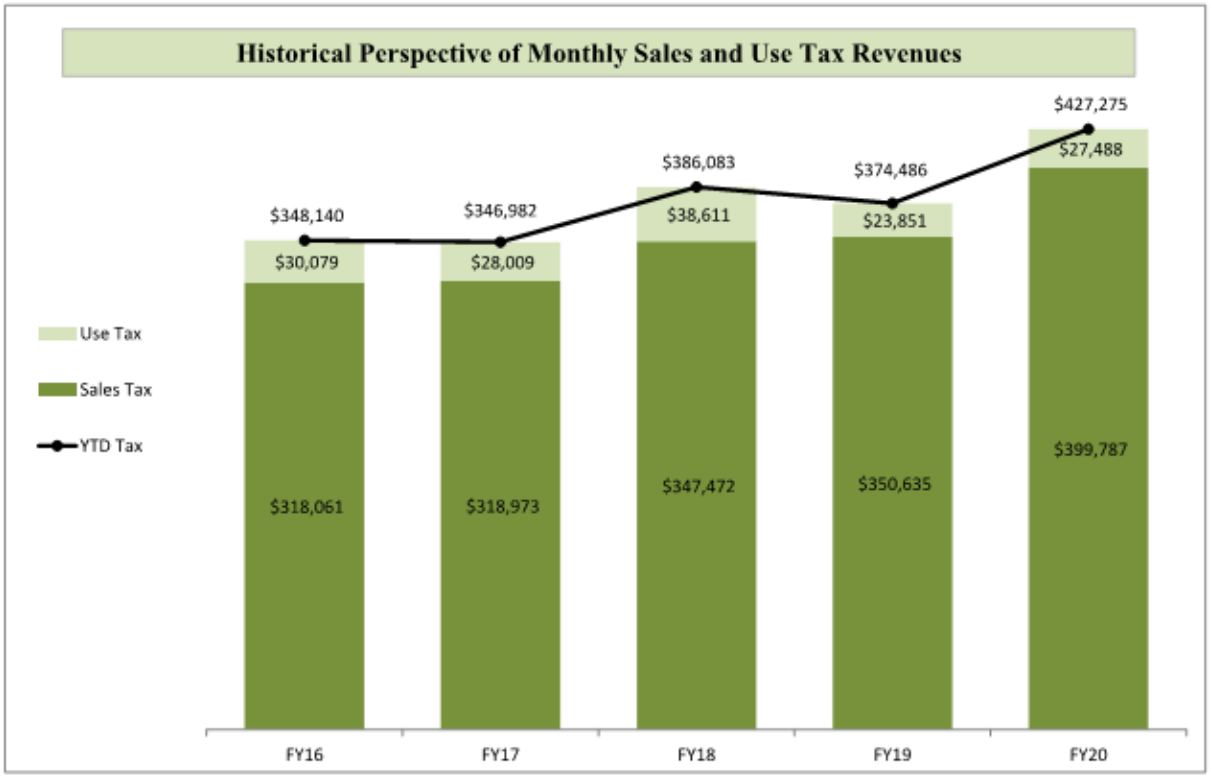
Attachments

Sales & Use Tax Graphs

City of Sheridan
Tax Revenue Report
November 2019

General Fund Monthly Sales and Use Tax Revenues

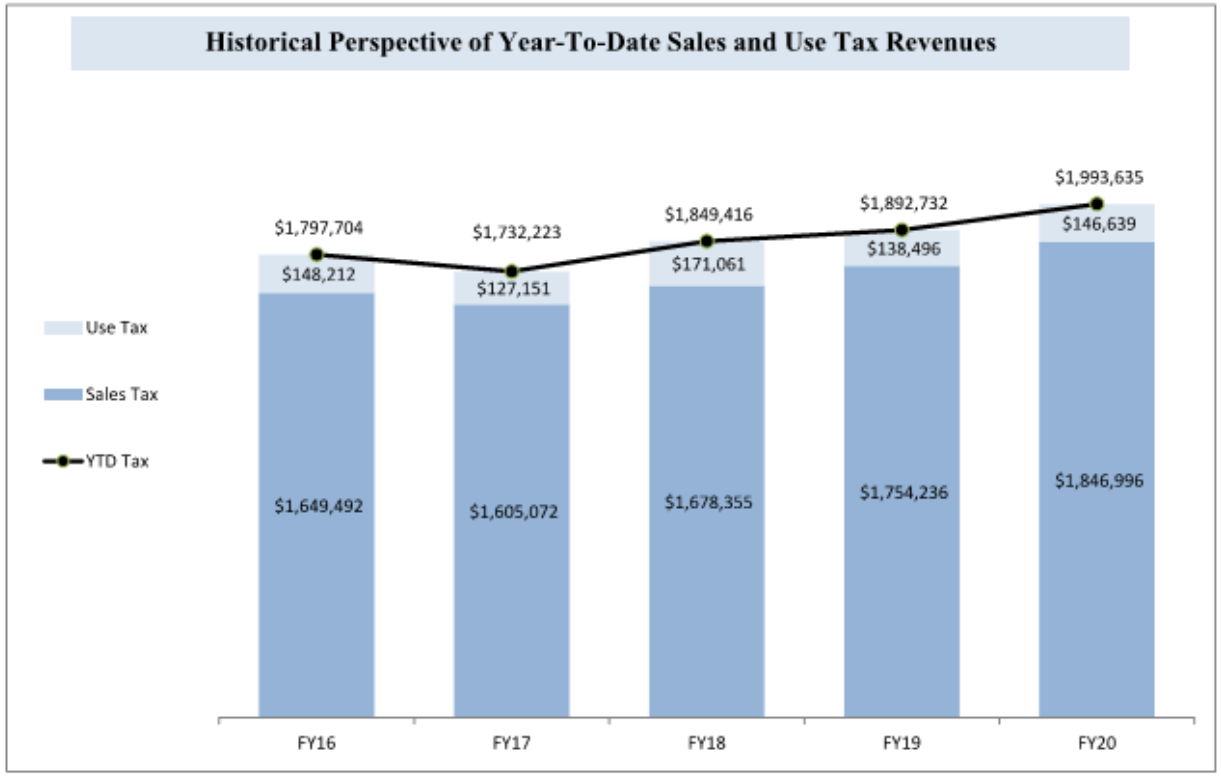
	Budgeted Revenues Nov-19	Actual Revenues Nov-19	Prior Year Actual Revenues Nov-18	Variance FY19 - FY20
Sales Tax	$ 367,851	$ 399,787	$ 350,635	14.0%
Use Tax	$ 35,326	$ 27,488	$ 23,851	15.2%
Total	**$ 403,177**	**$ 427,275**	**$ 374,486**	**14.1%**



City of Sheridan
Tax Revenue Report
November 2019

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

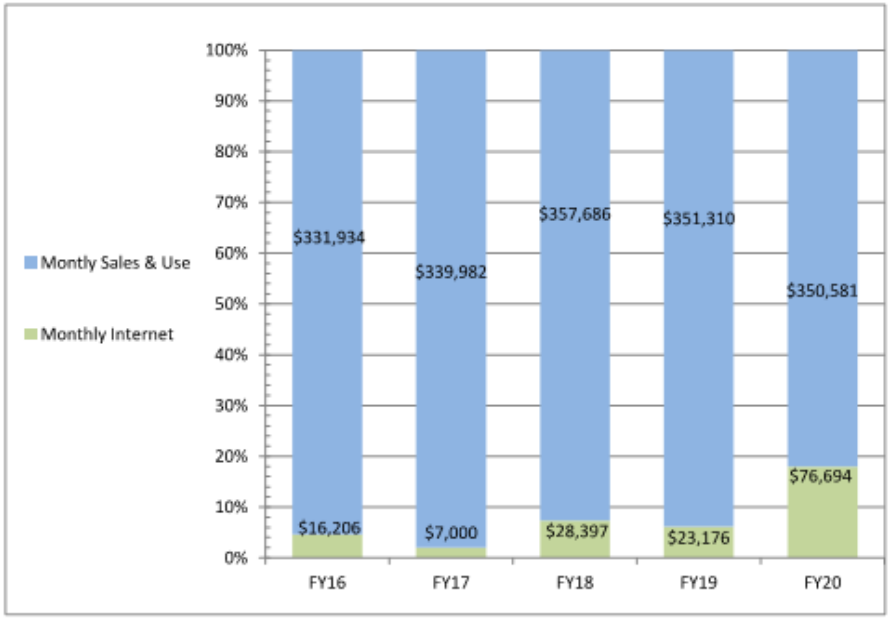
	Budgeted Revenues YTD FY20	Actual Revenues YTD FY20	Prior Year Actual Revenues YTD FY19	Variance FY19 - FY20
Sales Tax	$ 1,809,187	$ 1,846,996	$ 1,754,236	5.3%
Use Tax	$ 168,012	$ 146,639	$ 138,496	5.9%
Total	**$ 1,977,199**	**$ 1,993,635**	**$ 1,892,732**	**5.3%**



City of Sheridan
Tax Revenue Report
November 2019

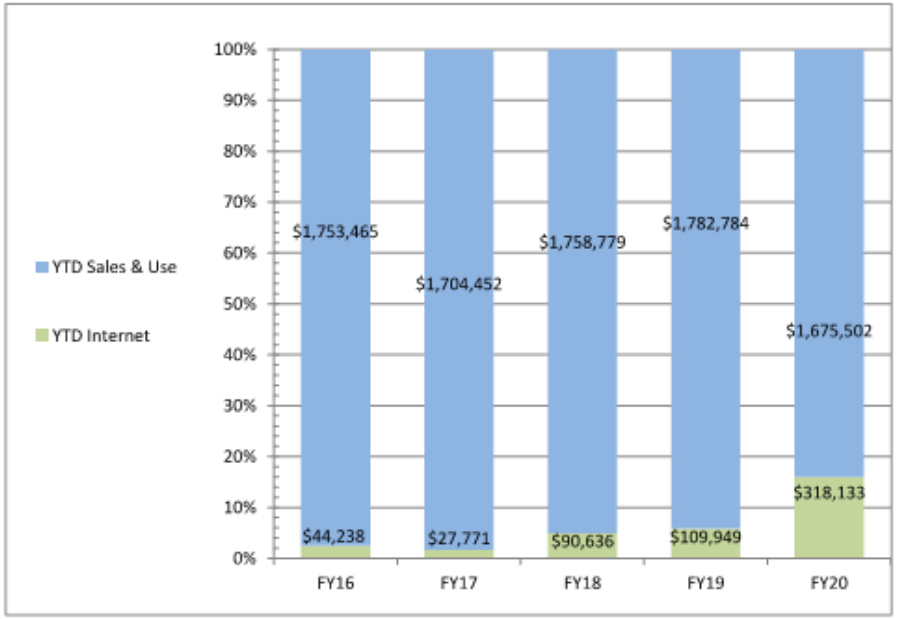
Monthly Internet Tax Compared to Total Sales & Use Tax

	FY18 Nov-17	FY19 Nov-18	FY20 Nov-19	Variance FY19 - FY20
Internet Tax	$ 28,397	$ 23,176	$ 76,694	230.9%
Sales & Use Tax	357,686	351,310	350,581	-0.2%
Total Tax	386,083	374,486	427,275	14.1%
Percentage	7.36%	6.19%	17.95%	190.0%

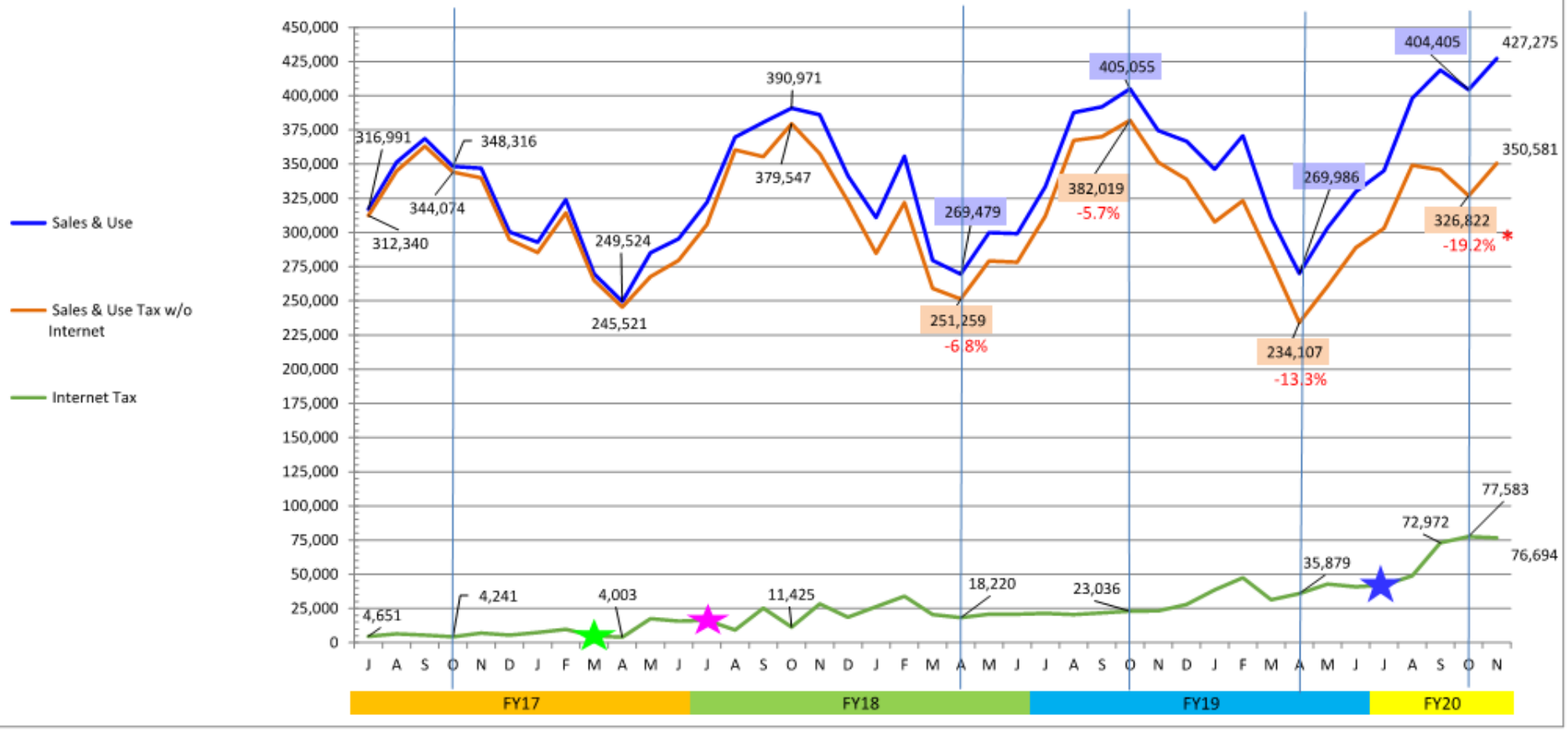


YTD Internet Tax Compared to Total Sales & Use Tax

	FY18 YTD	FY19 YTD	FY20 YTD	Variance FY19 - FY20
Internet Tax	$ 90,636	$ 109,949	$ 318,133	189.3%
Sales & Use Tax	$ 1,758,779	$ 1,782,784	$ 1,675,502	-6.0%
Total Tax	$ 1,849,416	$ 1,892,732	$ 1,993,635	5.3%
Percentage	4.90%	5.81%	15.96%	174.7%



Sales & Use Tax vs. Internet Tax Comparison
FY17 - FY20



Amazon voluntarily collects sales tax

State of WY House Bill 19 enacted

State of WY House Bill 69 enacted

* % decrease in Sales & Use Tax collections when excluding Internet sales

City of Sheridan
Sales & Use Tax Revenue Report
November 2019

Select Municipalities Comparison

	FY19	FY20	%
Sheridan	$ 374,486	$ 427,275	14.1%
Buffalo	$ 166,152	$ 166,567	0.2%
Riverton	$ 190,816	$ 214,724	12.5%
Gillette	$ 2,373,955	$ 2,178,859	-8.2%
Douglas	$ 815,076	$ 950,541	16.6%
Casper	$ 1,974,175	$ 2,033,498	3.0%
Cheyenne	$ 1,598,139	$ 1,734,556	8.5%
Laramie	$ 561,006	$ 649,124	15.7%
Jackson	$ 1,033,801	$ 1,213,591	17.4%
Cody	$ 357,824	$ 383,949	7.3%
Green River	$ 540,557	$ 564,546	4.4%
Rock Springs	$ 994,987	$ 1,040,406	4.6%

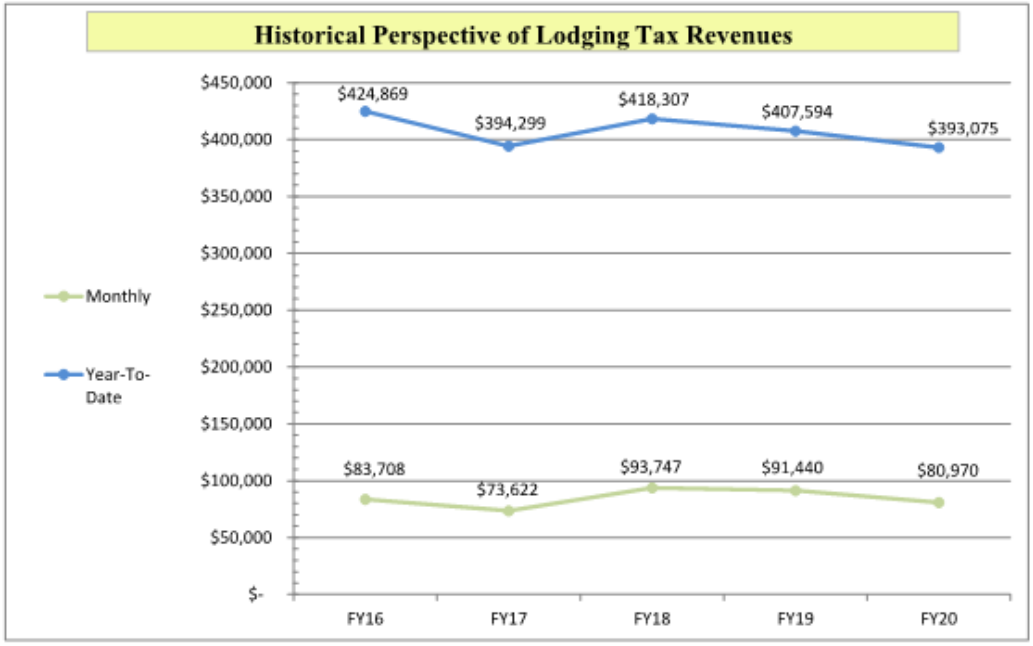
City of Sheridan
Tax Revenue Report
November 2019

Monthly Lodging Tax Revenues

	Budgeted Revenues Nov-19	Actual Revenues Nov-19	Prior Year Actual Revenues Nov-18	Variance FY19 - FY20
Lodging Tax	$ 85,302	$ 80,970	$ 91,440	-11.5%

Year-To-Date Lodging Tax Revenues

	Budgeted Revenues YTD FY20	Actual Revenues YTD FY20	Prior Year Actual Revenues YTD FY19	Variance FY19 - FY20
Lodging Tax	$ 414,288	$ 393,075	$ 407,594	-3.6%



CITY OF SHERIDAN, WYOMING

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

MEMORANDUM

Project Name:	Consideration of the Second Reading of Ordinance #2206 - Charter Franchise Agreement - Utilities Director Dan Roberts
From:	Dan Roberts, Utilities Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	10/24/2019

Recommendation:

Staff recommends the Mayor and City Council approve, on second reading, Ordinance No. 2206 consisting of a Franchise Agreement between the City of Sheridan and Spectrum Pacific West, LLC, an indirect subsidiary of Charter Communications, Inc.

Background:

The City of Sheridan (City) and Spectrum Pacific West, LLC, an indirect subsidiary of Charter Communications, Inc. (Charter) entered into a Franchise Agreement (Agreement) on July 20, 2015 whereas Charter agreed to pay the City an amount equal to 4% of their annual gross revenue on a semi-annual basis for allowing them to provide cable service within the city limits. This agreement has been in effect since with an initial term of five (5) years with an automatic extension for an additional term of five (5) years.

Provided (attached) for City Council's consideration is Ordinance No. 2206 representing an updated Franchise Agreement (Agreement) with Charter.

Some of the key terms and conditions of the Agreement are as follows:

- Redefines and specifically includes Franchise Fees within the definition of "Gross Revenue".
- Section 10.1: Establishes a Franchise Fee of 5% of Gross Revenues; and designates fees to be used for the public benefit and placed into a special sub fund, which funds the purchase or improvement of public right-of-ways, utility easements, undergrounding of utilities, historic preservation, and pedestrian thoroughfares. Such sub fund shall not be used for general fund expenses.
- Establishes a 10-year term with an automatic extension for an additional five (5) year term.
- Increases the limits of Commercial and Auto Liability insurance to $2,000,000; and, Umbrella Liability to $3,000,000.
- Implements an Emergency Use clause whereas Charter shall comply with 47 U.S.C. 544(g) and all regulations issued with respect to an Emergency Alert System.
- Institutes Customer Service obligations as provided by law (47 CFR § 76.309) as they pertain to the exchange of equipment and location for making payments.
- Provides for payment to the City, computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30 and December 31 of each year.

The historical franchise revenues received and those expected under this new Agreement are compared as follows:

Historical Revenues from Current 2015 Agreement

- FY 2015 - $158,795
- FY 2016 - $174,156
- FY 2017 - $216,161
- FY 2018 - $196,801

Projected Revenue Increase from Proposed Agreement

- Annually - $50,000

Follow-up on comments made by City Council, on the draft Ordinance, during the Study Session was conducted. As a result, staff will present suggested language that could be added to Section 10.1 Amount of Fee to cause the franchise fee to be the maximum allowable by law with the fees paid by the Grantee to automatically adjust if and when federal law changes.

No further comments or proposed changes have been received since the approval of the first reading. As such, the version approved at first reading remains unchanged.

Attachments

Ordinance No. 2206 - Charter Franchise Agreement

ORDINANCE NO. 2206
CHARTER FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the City of Sheridan, Wyoming, hereinafter referred to as the "Grantor" and Spectrum Pacific West, LLC,, an indirect subsidiary of CHARTER COMMUNICATIONS, INC., hereinafter referred to as the "Grantee."

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, *the Franchise Authority and Grantee agree as follows:*

SECTION I
Definition of Terms

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act

B. "Board/Council" shall mean the governing body of the Grantor.

C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.

D. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.

E. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within the Service Area.

F. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area. Gross Revenues include, by illustration and not limitation, monthly and other fees charged Subscribers for Cable Services including Basic Service, other Tiers of Cable Service, video on demand, pay-per-view and per-program channels, Cable Service installation fees, Cable Service equipment rentals or sales and Franchise Fees. “Gross Revenues” shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.

The parties acknowledge that Grantee may need to allocate Gross Revenues between Cable Services (which are subject to the Franchise Fee) and non-Cable Services (which are not subject to the Franchise Fee but may be subject to other fees and/or taxes). When these two types of services are bundled together in a discounted package offered to Subscribers, Grantee shall make such allocation in accordance with GAAP, but in no event shall Grantee allocate Gross Revenues between Cable Services and non-Cable Services where such services are bundled together in a discounted package offered to Subscribers for the purpose of evading Franchise Fee obligations under this Franchise.

G. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.

H. "Service Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.

I. "State" shall mean the State of Wyoming.

J. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.

K. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System to provide Cable Service, subject to the terms and conditions of this agreement, and applicable law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term ***of ten (10) years,*** commencing on the Effective Date of this Franchise as set forth in Section 15.10. This Franchise will be automatically extended for an additional term of five (5) years from the expiration date as set forth in Section 15.10, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

2.3 Police Powers and Conflicts with Franchise. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public , to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that is not generally applicable, this Franchise shall control.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor , its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any PEG channel.

4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	$2,000,000 per occurrence, Combined Single Liability (C.S.L.) $2,000,000 General Aggregate
Auto Liability including coverage on owned, non-owned hired autos Umbrella Liability	$2,000,000 per occurrence C.S.L.
Umbrella Liability	$3,000,000 per occurrence C.S.L.

B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

5.1 **No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 **Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 **Service Area.** The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 **New Development Underground.** In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.

6.3 **Annexation.** The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days 'written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.5 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7
Construction and Technical Standards

7.1 **Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 **Construction Standards and Requirements.** All of the Grantee's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced

maintenance and construction personnel.

7.3 **Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 **Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

7.5 **Performance Monitoring.** Grantee shall test the Cable System consistent with the FCC regulations.

SECTION 8
Conditions on Street Occupancy

8.1 **General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

8.2 **Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

8.3 **Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 **System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 **Restoration of Public Ways.** Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 **Removal in Emergency.** Whenever, in case of fire or other disaster, it becomes

necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

8.7 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.8 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.9 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.10 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.11 Emergency Use. The Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS").

SECTION 9
Service and Rates

9.1 Customer Service. The Grantee shall comply with customer service obligations as provided by law (47 CFR § 76.309), as amended. A customer service center is conveniently located if the Grantee is providing, or is contracting with third party agents to provide, the opportunity for customers to exchange equipment and make payments at least during normal business hours within the Service Area

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.1 of this Franchise.

SECTION 10
Franchise Fee

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as

franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. Grantee shall not deduct from the Franchise Fee any items listed under Section 622(g)(2) of the Cable Act (47 U.S.C. § 542(g)(2)). Grantee reserves its right to offset from the Franchise Fee any payment made to Grantor if permitted by applicable law and Grantor reserves the right to challenge the legality of any such offset.

The Grantor shall designate the Franchise Fees received from the Grantee to be used for the public benefit. The Grantor shall not place Franchise Fees received from the Grantee in the Grantor's general fund but rather, Franchise Fees from the Grantee shall be placed into a special sub fund, which shall be established specifically to fund the purchase or improvement of public right-of-ways, utility easements, undergrounding of utilities, historic preservation, and pedestrian thoroughfares. Such sub fund shall not be used for general fund expenses including, but not limited to, wages, salaries, benefits, debt servicing and other like expenses.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be computed quarterly for the preceding calendar quarter ending March 31, June 30, September 30 and December 31. Each quarterly payment shall be due and payable, transmitted by electronic funds transfer to a bank account designated by Grantor, no later than thirty (45) days after those dates and be accompanied by a detailed report upon request showing the Grantee's Gross Revenues for the quarter upon which the Franchise Fees are based.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

SECTION 11
Transfer of Franchise

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12
Records, Reports and Maps

12.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required.

The Grantee shall at all times maintain:

A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.

B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on

a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee make the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13
Public Education and Government (PEG} Access

13.1 PEG Access. Grantee shall provide one channel on the Cable System for use by the Grantor non-commercial, video programming for public, education and government ("PEG") access programming. The PEG channel may be placed on any tier of service available to Subscribers.

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor , or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.5 hereof. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

B. Commence an action at law for monetary damages or seek other equitable relief; or

C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

B. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo.* The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.

D. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15
Miscellaneous Provisions

15.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.4 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations

applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

15.5 Notices. Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Sheridan
55 Grinnell Plaza
Sheridan, WY 82801

Grantee: Spectrum Pacific West, LLC
Attn: Government Affairs
611 E. Carlson Street,
Suite 103
Cheyenne, WY 82009

Copy to: Charter Communications
Attn: Vice President of Government Affairs
601 Massachusetts Ave., NW
Suite 400W
Washington, DC 20001

15.6 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.6.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.6 above.

15.7 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.8 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.9 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in

writing, signed by the Grantor and the Grantee.

15.10 **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. This Franchise shall expire ten (10) years from the effective date unless extended in accordance with Section 2.2 of the Franchise or by the mutual of the parties. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.11 **No Third Party Beneficiaries.** Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

This ordinance shall be in full force and effect immediately upon its passage and publication as by law provided, and upon acceptance by Grantee

I hereby certify that the above and foregoing ordinance was duly:

Passed on **First** reading this _____ day of _____, _____.

Passed on **Second** reading this _____ day of _____, _____.

Passed on **Third** reading this _____ day of _____, _____.

Published one time on the _____ day of _____, _____, in **The Sheridan Press**; a newspaper of general circulation in the City of Sheridan.

CITY OF SHERIDAN

_____
Roger Miller, Mayor

ATTEST

_____
Cecilia Good, City Clerk

Accepted this _____ day of _____, _____, 2019

Spectrum Pacific West, LLC
By Charter Communications, Inc., its Manager

Signature: _____

Name/Title: _____

Date: _____

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 the Third and Final Reading for Ordinance #2200 Zoning Code Updates - City Attorney Brendon Kerns
From:	Brian Craig, Community Development Director
To:	Mayor and Council
CC:	Mark Collins, City Administrator
Date:	10/09/2019

Recommendation:

Staff recommends Council consider approving or approving with changes Ordinance #2200 Zoning Code Updates.

Discussion:

The proposed changes outlined in Ordinance #2200 are directly related to the outcome of the City's recent Zoning Code Audit. The proposed changes are recommended updates to the City Zoning Ordinance aimed at reducing some of the barriers to developing moderately priced housing in Sheridan. The changes are limited to the development standards in the B-1 Business, B-2 Business, R-2 Residence, and R-3 Residence Districts. The proposals center on reducing area requirements per unit and reducing parking minimums for multi-family projects. This proposed update is intended to be the first in a series of efforts, which may include further regulatory or procedural changes. A future Zoning Ordinance update may address additional items including historic structures, remodels of non-conforming buildings and accessory dwelling units.

Both a tracked changes and a clean version of the ordinance are provided for your consideration.

Attachments

Redlined Ordinance #2200

Ordinance ~~_____~~2200

AN ORDINANCE AMENDING APPENDIX A OF THE CITY OF SHERIDAN MUNICIPAL ORDINANCES CONCERNING ZONING, SPECIFICALLY;

WHEREAS, the City of Sheridan Ordinances has determined that certain zoning code provisions are in need of updating;

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SHERIDAN, WYOMING:

Appendix A Section 5 R-2 Residence District is hereby amended to read:

A. *Use Regulations.* The following uses shall be permitted:

1. ~~1.~~ Any use permitted in the R-1 Residence District.

2. ~~2.~~ Two-family dwelling. Multiple-family dwelling for not more than four (4) families when housed in a single detached building.

3. ~~3.~~ Private club or lodge, excepting those the chief activity of which is a service customarilycarried on as a business.

~~4~~4. Accessory buildings and uses customarily incidental to any of the above uses.

~~B.~~ B. *Height Regulations.* No building shall exceed a height of thirty-five (35) feet or three (3) stories except as ~~hereinafter~~ provided by this Section.

C. *Area Regulations*.

1. ~~Front yard.~~ Front yard. The minimum front yard depth shall be twenty (20) feet.
   a. In the case of a corner lot, the primary front yard shall be the yard in which the principal entrance, as established by the building permit, to the building faces, the depth shall be at least twenty (20) feet. The other yard between the adjacent street line and the line of the building shall be at least ten (10) feet in depth.

2. ~~Rear yard~~. Rear yard. The minimum rear yard depth shall be twenty (20) feet.

3. ~~Side yard~~. Side yard. If the building height is not greater than thirty-five (35) feet, the minimum width of the side yard on each side of the building shall be five (5) feet, except in the case of a common or party wall shared between two single-family attached units, and where the total number of attached single-family units in the row does not exceed four (4). For each additional foot of height where the building exceeds thirty-five (35) feet, each side yard shall be increased

one (1) foot in width.~~The minimum width of the side yard on each side of the building shall be five (5) feet.~~

Comment [b1]: Looking at encouraging Townhomes. Up to 4 in R-2.

4. ~~—~~Lot area per family.No minimum lot size per family dwelling.

~~There shall be a lot area of not less than four thousand five hundred (4,500) square feet for a one-family dwelling; not less than three thousand (3,000) square feet per family for a two-family dwelling; and not less than two thousand five hundred (2,500) square feet per family for three-family or four-family dwellings.~~

D. *Special Exemptionsallowed within an R-2 Residence District:*

1. Bed and breakfast.
2. Funeral home or mortuary.
3. Hospital, sanitarium, or clinic, not including animal hospitals.
4. Home for the children or aged.
5. ~~Offices offering~~ P~~p~~rofessional ~~services~~Office.

E. *Parking Regulations*.

1. Number of Spaces Required. All newly erected or constructed structures within the R-2Residential District shall provide upon the same lot,the number of accessible off-street parking spaces as follows:

   a. Single-Family.~~:~~One (1) parking space per dwelling unit.

   b. Multifamily.~~:~~Three quarter (0.75) parking spaces per dwelling unit.

   ~~a.~~c. All other uses shall provide the number of accessible off-street parking spaces by the use and area parking schedule set forth in City of Sheridan Appendix A,Section 10, S~~s~~ubsection 16~~ of section 10 of this ordinance.~~.

~~2.~~ On-Street Parking Credit. ~~Off~~Off-street parking required for Residential uses may be reduced by one (1) off-street parking space for every on-street parking space abutting the development where overnight parking is allowed.Credit does not apply on designated snow routes or locations where long-term permanent parking is allowed.

2. An on-street parking space shall be defined as follows:

   ~~One on-street parking space shall be defined as follows:~~

   ~~a.~~ Parallel parking - ~~,~~each parking space being twenty(20) feet of uninterrupted curb, where allowed.~~;~~

   b. ~~b.~~ Forty-five-degree diagonal ~~–,~~ each parking space with fourteen(14) feet of uninterrupted curb, where allowed.~~;~~

   c. ~~c.~~ Ninety-degree (perpendicular) parking - ~~,~~each parking space with ten(10) feet of uninterrupted curb, where allowed.~~;~~

3. Parking Restrictions.

   a. ~~d.~~ Parking spaces will not obstruct a required clear vision area or violate any law~~; and~~.

b.~~e.~~ On-street parking spaces credited for a specific use may not be used exclusively by that use but shall be available for general public use at all times. No signs or action limiting general public use of on-street spaces is permitted unless said use restriction is required by federal, state or local law.~~.~~

c. An On-Street Parking Credit does not apply on designated snow routes or locations where long-term permanent parking is allowed.

~~f. Credit does not apply on designated snow routes or locations where long-term permanent parking is allowed.~~

Appendix A, Section 6 R-3 Residence District is hereby amended to read:

A. *Use Regulations.* The following uses shall be permitted:

1. Any use permitted in the R-2 Residence District.
2. Multiple-family dwelling, or apartment court.
3. Boarding or lodginghouse.
4. Hospital, sanitarium, or clinic, but ~~not including~~ excluding animal hospitals.
5. Homes for the children or aged,~~. Offices offering professional services~~professional offices,~~. f~~Funeral homes or mortuaries.
6~~5~~. Educational, religious, philanthropic and eleemosynary institutions, excepting asylums for the insane.
7~~6~~. Storage garages and parking lots for storage in conjunction with two, three, four and multifamily dwellings only.
8~~7~~. Accessory buildings and uses customarily incidental to any of the above uses.

B. *Height Regulations.* No building shall exceed a height of forty-five (45) feet or four (4) stories, except as ~~hereinafter~~ provided by this Section.

C. *Area Regulations*.

1. Front yard. The minimum front yard depth shall be fifteen (15) feet. In the case of a corner lot, the primary front yard shall be the yard in which the principal entranceto the building facesas established per the building permit, and, the depth shall be at least fifteen (15) feet.
   a. The other yard between the adjacent street line and the line of the building shall be at least ten (10) feet in depth.

2. Rear yard. The minimum rear yard depth shall be fifteen (15) feet.

3. Side yard. If the building height is not greater than thirty-five (35) feet, the minimum width of the side yard on each side of the building shall be five (5) feet, except in the case of a common or party wall shared between two single-family attached units, and where the total number of attached single-family units in the row does not exceed four (4). For each additional foot of height where the building exceeds thirty-five (35) feet, each side yard shall be increased one (1) foot in width.

4. Lot area per family. No minimum lot size per family dwelling.There shall be a lot area of not less than four thousand (4,000) square feet for a one-family dwelling; not less than two thousand (2,000) square feet per family for a two-family dwelling; and not less than eight hundred (800) square feet per family for multiple dwellings

D. *Parking Regulations.*

1. Number of Spaces Required. For aAll newly erected or constructed structures within the R-3 Residential District, the owner shall provide, upon the same lot,the number ofof accessible off-street parking spaces as follows:

   a. Single-Family: One (1) parking space per dwelling unit.

   b. Multifamily: Three quarter (0.75) parking spaces per dwelling unit.

   c. All other uses shall provide the number of accessible off-street parking spaces by the use and area parking schedule set forth in City Ordinance Appendix A, Section 10,Ssubsection 16 of section 10 of this ordinance.

On-Street Parking Credit. Off-street parking required for Residential uses may be reduced by one (1) off-street parking space for every on-street parking space abutting the development where overnight parking is allowed.On-Street Parking credit does not apply on designated snow routes or locations where long-term permanent parking is allowed.

2. OneAn on-street parking space shall be defined as follows:

   a. Parallel parking, - eachparking space beingtwenty(20) feet of uninterrupted curb, where allowed.;

   b. Forty-five-degree diagonal - , each parking spacewith being fourteen(14) feet of uninterrupted curb, where allowed.;

Comment [b2]: Not limiting the number of row/townhomes in R-3.

c. Ninety-degree (perpendicular) parking - ~~,~~each parking space being~~with~~ten (10) feet of uninterrupted curb, where allowed.~~;~~

3. Parking Restrictions.

a~~d~~. Parking spaces will not obstruct a required clear vision area or violate any law~~; and~~.

b~~e~~. On-street parking spaces credited for a specific use may not be used exclusively by that use but shall be available for general public use at all times. No signs or action limiting general public use of on-street spaces is permitted unless said use restriction is required by federal, state or local law.~~On-street parking spaces credited for a specific use may not be used exclusively by that use butshall be available for general public use at all times. No signs or action limiting general public use of on-street spaces is permitted.~~

c. An On-Street Parking Credit does not apply on designated snow routes or locations where long-term permanent parking is allowed.

~~f. Credit does not apply on designated snow routes or locations where long-term permanent parking is allowed.~~

Appendix A, Section 7 B-1 Business District is hereby amended to read:

A. *Use Regulations.* The following uses shall be permitted:

1. Any use permitted in the R-3 Residence District and the R-4 Residence District;
2. Any retail business;
3. Public garage or filling station;
4. Tourist court;
5. Offices, theatre, bank or restaurant;
~~-~~6. Shoe shop, tailor shop, barbershop or beauty parlor;
7. Business or commercial school or~~,s~~Studio;
8. Bakery~~y~~ not employing more than five (5) persons in preparing and baking its products;
~~—~~9. Laundry or dry cleaning establishment employing not more than five (5) persons engaged inlaundry or dry cleaning work;
10. Accessory buildings and uses customarily incidental to any of the above uses.
~~—~~11. Adult-Oriented Business. No permit shall be issued for the placement of an adult-oriented business unless and until it conforms to all of the criteria of City of Sheridan Appendix A, Section 10, Subsection 21.

B. *Height Regulations.* The regulations shall be the same as in the R-3 Residence District.

C. *Area Regulations.*

1. — Front yard. In those portions of the B-1 Business District which occupy part of the frontage on one side of the street between two intersecting streets and the remainder of the frontage is in a residence district, the front yard requirements shall be the same as those of the residence district in the remainder of the frontage. In all other locations in the B-1 Business District no front yard shall be required.

2. —Rear yard. The minimum rear yard shall be ten (10) feet except for dwellings, which shall provide a minimum rear yard of fifteen (15) feet.

3. — Side yard. For buildings used wholly or in part for residential purposes, the minimum width of the side yard on each side of the building shall be five (5) feet. Buildings used for nonresidential purposes need not provide a side yard except that any such building located at the boundary line between the B-1 Business District and any residence district shall provide a side yard of not less than five (5) feet on the side adjoining the residence district.

4. —Lot area per family. No minimum lot size per family dwelling. ~~The requirements shall be the same as in the R-3 Residence District.~~

D. *Parking Regulations.*

1. Number of Spaces Required. All newly erected or constructed structures within the B-1 Business District shall provide upon the same lot, or ~~within~~ within three hundred feet (300)~~feet~~ thereof, the number of accessible off-street parking spaces ~~required~~ as follows:

   a. Retail/Commercial Services ~~and~~ orOffice: One (1) parking space per one thousand square feet(1,000 sq. ft.)~~ square feet~~.

   b. Residential:Three quarters (0.75) parking spaces per dwelling unit.

   c. All other uses shall provide the number of accessible off-street parking spaces by the use and area parking schedule set forth in CityOrdinance Appendix A,~~subsection 16 of~~ Ssection 10, Subsection 16~~of this ordinance~~.

—On-Street Parking Credit. Off-street parking required for Residential uses may be reduced by one (1) off-street parking space for every on-street parking space abutting the development where overnight parking is allowed.

2. ~~One~~An on-street parking space shall be defined as follows:

   a. Parallel parking- ~~,~~eachparking space beingtwenty feet(20') feet of uninterrupted curb, where allowed.~~;~~

   b. Forty-five-degree diagonal—~~,~~ each parking spacebeing ~~with~~fourteenfeet (14')~~feet~~ of uninterrupted curb, where allowed.~~;~~

   c. Ninety-degree (perpendicular) parking ~~,~~ eachparking space being~~with~~ten feet (10') feet of uninterrupted curb, where allowed.~~;~~

3. Parking Restrictions.

a. ~~d.~~ Parking spaces will not obstruct a required clear vision area or violate any law~~; and~~.

~~e.~~ b. On-street parking spaces credited for a specific use may not be used exclusively by that use but shall be available for general public use at all times. No signs or action limiting general public use of on-street spaces is permitted unless said use restriction is required by federal, state or local law.~~On-street parking spaces credited for a specific use may not be used exclusively by that use but shall be available for general public use at all times. No signs or action limiting general public use of on-street spaces is permitted.~~

~~f.~~ c. An On-Street Parking Credit does not apply on designated snow routes or locations where long-term permanent parking is allowed.

Appendix A, Section 8 B-2 Business District is hereby amended to read:

A. *Use Regulations.* Any use shall be permitted except the following:

_____1. Acetylene gas manufacture or wholesale storage.

_____2. Acid manufacture.

~~2~~a. Adult Oriented Business. No permit shall be issued for the placement of an adult oriented business unless and until it conforms to all of the criteria of City Ordinance Appendix A,Section 10,~~.~~ Subsection 21.

_____3. Ammonia, bleaching powder or chlorine manufacture.

_____4. Arsenal.

_____5. Asphalt manufacture or refining. Paving mixture plant.

_____6. Blast furnace.

_____7. Bag cleaning.

_____8. Boiler works.

_____9. Brick, tile or terra cotta manufacture.

_____10. Cement, lime, plaster of Paris or gypsum manufacture.

_____11. Central mixing plant for cement, mortar, plaster or concrete.

_____12. Creosote treatment or manufacture.

_____13. Disinfectants manufacture.

_____14. Distillation of bones, coal or wood.

_____15. Dyestuff manufacture.

_____16. Explosives or fireworks manufacture or storage.

_____17. Exterminator and insect poison manufacture.

_____18. Fat rendering.

_____19. Fertilizer manufacture.

_____20. Forge plant.

_____21. Garbage, offal or dead animals incinerations, reduction or dumping.

_____ 22. Gas manufacture or storage, drilling or production.

23. Glue, size or gelatin manufacture.

24. Iron, steel, brass or copper mill.

~~—~~25. Junk, used material, auto wrecking, salvage, paper, scrap, bottles or rags, baling or storage except where such activities are conducted wholly within a building.

26. Mills, feed or flour.

27. Oiled goods manufactured from raw materials.

28. Ore reduction or smelting.

29. Paint, oil, shellac, turpentine or varnish manufacture.

30. Paper and pulp manufacture.

31. Petroleum and its products, refining or wholesale storage.

32. Rubber or gutta percha manufacture or treatment.

33. Shoe polish manufacture.

34. Soap manufacture.

35. Soda and compound manufacture.

36. Slaughter and dressing of animals, but not including poultry and rabbit dressing.

37. Stockyards.

38. Tallow, grease or lard manufacture or refining including processing of animal fat.

39. Tanning, curing or storage of raw hides or skins.

40. Tar distillation or manufacture.

41. Tar roofing or waterproofing manufacture.

42. Vinegar manufacture.

43. Wool pulling or scouring.

44. Yeast plant.

~~44~~a. Crematorium for human remains.

~~—~~45. And those uses which may be, and as ordinarily operated generally, are obnoxious or offensive by reason of emission of odor, dust, smoke or noise.

B. *Height Regulations.*

1. Maximum height. The maximum height of a building in the B-2 zone is equal to the width of the right-of-way on which the building has frontage, except, the maximum height may be no less than forty feet (40') ~~feet~~.

Set~~tep~~back exception. A portion of a building may~~be erected to a greater height~~exceed the maximum height if such portion is set back from all lot lines a distance of one (1) foot for each foot of such additional height.

2.

C. *Area Regulations.*

1. ~~—~~Front yard. No front yard is required for any building.

2. — Rear yard. No rear yard is required for any building other than a dwelling, in which case, a rear yard of not less than ten (10) feet shall be provided.

3. — Side yard. No side yard is required for any building other than a dwelling, in which case side yards of not less than five (5) feet shall be provided.

4. —Lot area per family. No minimum lot size per family dwelling.

~~For one-family and two-family dwellings the lot area per family requirements of the R-3 Residence District shall apply.~~

D. *Parking Regulations.*

1. Number of Spaces Required. All newly erected or constructed structures within the B-2 Business District shall provide upon the same lot, or within three hundred feet(300')feet thereof, the number of accessible off-street parking spaces as follows:

   a. Retail/Commercial Services ~~and~~or Office: One (1) parking space per One Thousand Square Feet(1,000 sq. ft.)~~square feet~~.

   b. Residential: Three quarter (0.75) parking spaces per dwelling unit.

   c. All other uses shall provide the number of accessible off-street parking spaces by the use and area parking schedule set forth in CityOrdinance Appendix A,Section 10, Subsection 16~~subsection 16 of section 10 of this ordinance~~.

——On-Street Parking Credit. Off-street parking required for Residential uses may be reduced by one (1) off-street parking space for every on-street parking space abutting the development where overnight parking is allowed.

2. ~~One~~ An on-street parking space shall be defined as follows:

   a. Parallel parking –~~,~~ each parking space being twenty feet(20') feet of uninterrupted curb, where allowed.~~;~~

   b. Forty-five-degree diagonal –~~,~~ each parking space being~~ with~~fourteen feet (14')~~ feet~~ of uninterrupted curb, where allowed.~~;~~

   c. Ninety-degree (perpendicular) parking –~~,~~ each parking space being~~with~~ ten feet (10')~~ feet~~ of uninterrupted curb, where allowed.

3. Parking Restrictions.

   a. ~~d.~~ —Parking spaces will not obstruct a required clear vision area or violate any law.~~; and~~

   ~~e.~~ —b. On-street parking spaces credited for a specific use may not be used exclusively by that use but shall be available for general public use at all times. No signs or action limiting general public use of on-street spaces is permitted unless said use restriction is required by

federal, state or local law. ~~On-street parking spaces credited for a specific use may not be used exclusively by that use but shall be available for general public use at all times. No signs or action limiting general public use of on-street spaces is permitted.~~

~~c~~f. Credit does not apply on designated snow routes or locations where long-term permanent parking is allowed.

WHEREUPON, a motion was passed and this Ordinance and was declared adopted this _____ day of_____, 2019.

CITY OF SHERIDAN, WYOMING

_____
Mayor

ATTEST:

_____
City Clerk

FIRST READING: _____

SECOND READING: _____

THIRD READING: _____

PUBLISHED: _____

EFFECTIVE THE DAY OF , 2019.

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

Project Name:	Consideration of Award of the Blacktooth Park Improvements Project Phase I to Wagner Ranch Services in the Amount of $341,683.17 - City Engineer Hanns Mercer
From:	Hanns Mercer, City Engineer
To:	Mayor and Council
CC:	Mark Collins
Date:	09/26/2019

Recommendation:

The City of Sheridan received sealed bids for the Blacktooth Park Improvements Project - Phase I. The bid opening took place on November 13, 2019. Staff recommends that the Mayor and City Council award the Blacktooth Park Improvements Project - Phase I to Wagner Ranch Services of Sheridan, WY, the lowest qualified bid, in the amount of $341,683.17.
Staff requests that for the Blacktooth Park Improvements Project - Phase I, the Mayor and City Council authorize the Public Works Director, Lane Thompson, to act on behalf of the Council and Mayor on all matters related to this project.

Background:

The portions of Blacktooth Park that have been completed to date include: installation of a water line from 5th Street to service the irrigation and provide fire protection in the area, construction of a parking lot and the main road into the complex, fencing and a trail around the park, and completion of three (3) regulation size soccer fields.

The Blacktooth Park Improvements Project is anticipated to happen in three (3) phases. Phase I consists of an additional parking lot, grading for another regulation size soccer field, improvements to existing drainage, and improvements to the existing irrigation. Phase II will consist of a restroom facility and the associated infrastructure. Phase III will consist of a large park/play area and final seeding of the new regulation size soccer field.

Requests for bids were advertised October 29- November 13, 2019, and the bid opening was held on November 13, 2019. The bid results are as follows:

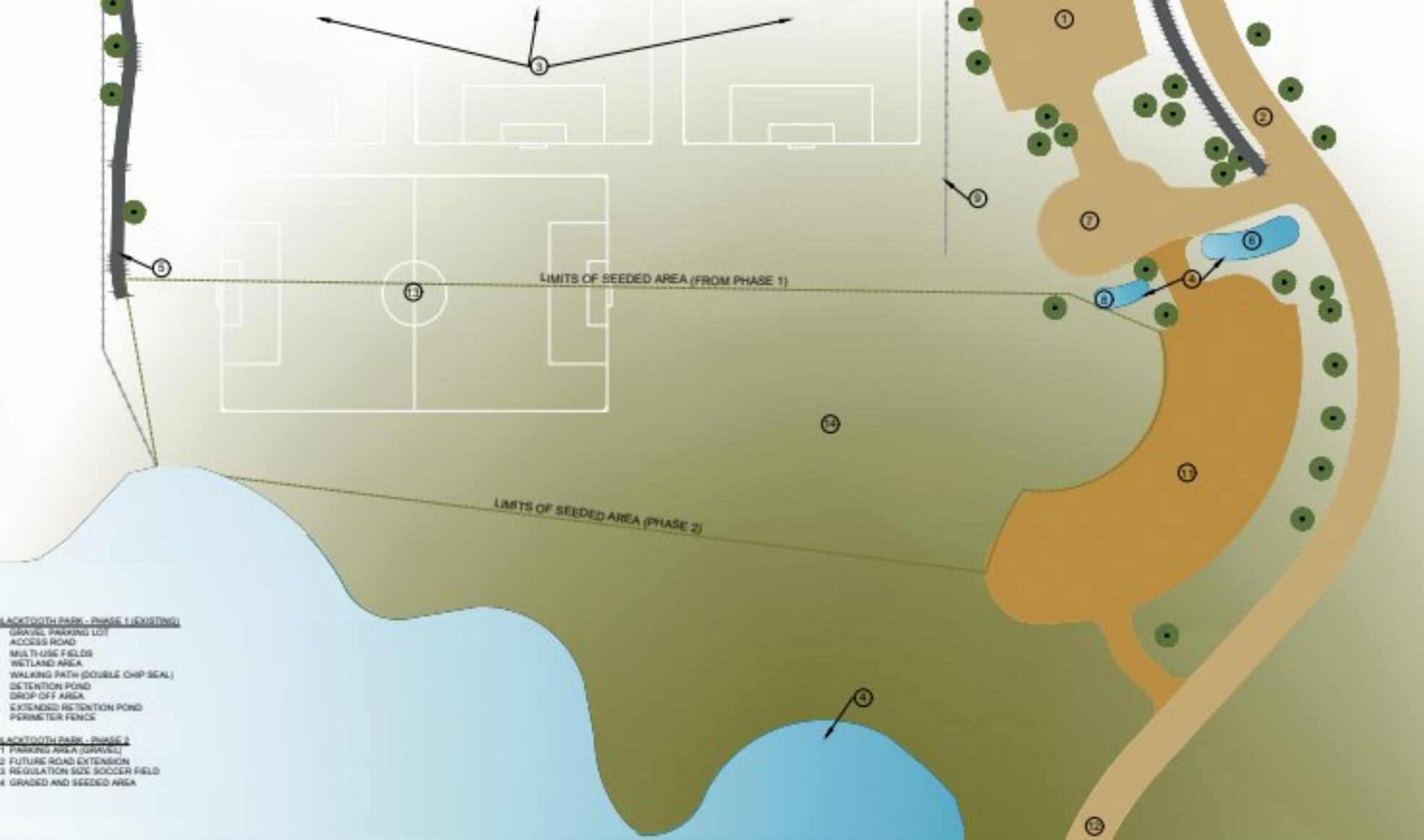
Wagner Ranch Services	**$341,683.17**
Hot Iron Inc.	$641,509.91
LJS	$412,480.09
SSR	$442,794.05
JR Civil	$443,721.48
Oedekoven	$504,422.58
MVB	$550,784.60
Engineer's Estimate:	$388,939.65

Funding:

Phase I of the Blacktooth Park Improvements Project is fully funded with proceeds from Cap Tax, 1% Optional Sales Tax, and Public Benefit Funds.

Attachments

Blacktooth Park Improvements Phase I Map


LIMITS OF SEEDED AREA (FROM PHASE 1)
LIMITS OF SEEDED AREA (PHASE 2)
BLACKTOOTH PARK - PHASE 1 (EXISTING)
GRAVEL PARKING LOT
ACCESS ROAD
MULTI-USE FIELDS
WETLAND AREA
WALKING PATH (DOUBLE CHIP SEAL)
DETENTION POND
DROP OFF AREA
EXTENDED RETENTION POND
PERIMETER FENCE
BLACKTOOTH PARK - PHASE 2
1 PARKING AREA (GRAVEL)
2 FUTURE ROAD EXTENSION
3 REGULATION SIZE SOCCER FIELD
4 GRADED AND SEEDED AREA

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

Project Name:	Consideration of Acceptance of WYDOT Transportation Alternatives Program (TAP) Grant for the North Sheridan Interchange (NSI) Pathway System - City Engineer Hanns Mercer
From:	Hanns Mercer, City Engineer
To:	Mayor and Council
CC:	Mark Collins
Date:	11/14/2019

Recommendation:

Staff recommends acceptance of the Transportation Alternatives Program (TAP) grant in the amount of $250,000 for the North Sheridan Interchange (NSI) pathway system.

Discussion:

A resolution was presented to Mayor and City Council and on June 17, 2019, to submit an application for consideration of the TAP grant.
A grant application was submitted in the amount of $250,000 with a cash match of $62,500 for a project total of $312,500. The funds will be used in Gateway Park in conjunction with the North Sheridan Interchange. A portion of these funds will also be used to construct a pedestrian bridge over Goose Creek to connect Wallop Park and Gateway Park.

Funding:

Project match in the amount of $62,500 will come from Optional 1% Sales Tax and Public Benefit Fund that have been budgeted in the current fiscal year.

Attachments

Award Letter

Resolution 20-19

Mark Gordon
Governor

WYOMING Department of Transportation
"Providing a safe, high quality, and efficient transportation system"
5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340

K. Luke Reiner
Director

11
October 28, 2019

City of Sheridan
Attention: Hanns Mercer
55 Grinnell Plaza
Sheridan, WY 82801

Re: **Award Letter** - FY2020 Transportation Alternatives Program (TAP) Project CD20411

Dear Hanns,

The Wyoming Transportation Commission has approved the Fiscal Year 2020 TAP projects. Your Gateway Park Pathway Extension to Sheridan Pathways project was approved. Please review the table below for the breakdown of funding.

TAP Funding	Local Cash Match	Project Total
$250,000.00	$62,500.00	$312,500.00

Prior to issuance of a cooperative agreement on this project, the City of Sheridan agrees upon the following funding requirements:

- ❏ Simplified Consultant Selection or Request for Proposal (RFP) completed by June 1, 2020. (If applicable)
- ❏ Project-Specific Google training.
- ❏ Provide the Project Delivery Systems Questionnaire (WYDOT's Internal Review Department will contact you regarding this document)
- ❏ Monitoring per Risk Level (to be determined). Evaluation of Risk letter to be issued at a later date.

If the above-noted items are not completed prior to June 1, 2020, the City of Sheridan's project will be in danger of cancellation.

Authorization to proceed on the project will be granted in future correspondence. Once the Cooperative Agreement is signed, the Local Government Office will be contacting you to arrange a date and time for a meeting to discuss project funding requirements. If you have any questions, please contact me at 307-777-4181 or Leanna.Humble@wyo.gov. Congratulations on your TAP award and I look forward to working with you in the future!

Sincerely,

Leanna Humble
Local Programs Specialist

Cc: Scott Taylor, P.E. – WYDOT District Engineer
WYDOT Internal Review

This letter is NOT a Notice to Proceed and any costs incurred prior to receipt of the Notice to Proceed will not be considered for reimbursement.

TAP Attachment G: Resolution

RESOLUTION NO. Resolution #20-19

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FEDERAL FUNDING THROUGH THE TRANSPORTATION ALTERNATIVES PROGRAM ADMINISTERED BY THE WYOMING DEPARTMENT OF TRANSPORTATION FOR City of Sheridan FOR THE PURPOSES OF THE Gateway Park Pathway Extension aka Old I-90 Interchange North Park Pathway PROJECT.

WITNESSETH

WHEREAS, the governing body for City of SheridanCity of Sheridan desires to participate in the Transportation Alternatives Program (TAP) to assist in funding this project;

WHEREAS, the governing body for City of Sheridanr recognizes the need for the project;

WHEREAS, TAP requires that federal funding criteria be met, and City of Sheridan agrees to ensure satisfaction of all requirements;

WHEREAS, City of Sheridan acknowledges that if funded, the TAP project shall be completed prior to December 31, 2022;

WHEREAS, the governing body for City of Sheridan agrees to set aside a minimum of $$62,500.00 as a line item in its budget for the required twenty percent (20%) local cash match on the project;

WHEREAS, the governing body for City of Sheridan acknowledges TAP is funded on a reimbursement basis and all invoices must be 100% paid by City of Sheridan prior to reimbursement through TAP (80% Federal Reimbursement). City of Sheridan acknowledges that failure to comply with this requirement may result in cancellation of the award and repayment by City of Sheridan of all funds reimbursed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY for City of Sheridan that a funding application requesting $$250,000.00 in federal TAP funding be submitted to the Wyoming Department of Transportation – TAP for consideration to assist in funding for the City of Sheridan project.

BE IT FURTHER RESOLVED, THAT Lane Thompson is hereby designated as the Project Administrator, City of Sheridan, designating Hanns Mercer act on behalf of the governing body on all matters relating to this funding application.

PASSED, APPROVED AND ADOPTED THIS 17th DAY OF June, 2019.

Signature
Roger Miller, Mayor

ATTEST:

CITY OF SHERIDAN MUNICIPAL SEAL SHERIDAN COUNTY, WYOMING

Signature
~~Cecilia Good~~, City ~~Clerk~~ Treasurer
Karen Burtis

CITY OF SHERIDAN, WYOMING

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

Attorney

MEMORANDUM

Project Name:	Consideration of Final Decision on the Direction of DDA - City Attorney Brendon Kerns
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	City Administrator Mark Collins
Date:	11/18/2019

Attachments

DDA Options Memo
DDA Resolution
DDA Ordinance

KERNS & BUNTING, LLC

200 W. Loucks St.
P.O. Box 6669
Sheridan, WY 82801
Telephone: 307.655.8600
Facsimile: 307.674.5000

BRENDON E. KERNS
bkerns@kernsbunting.com
Licensed in WY & MT

SHERYL S. BUNTING
sbunting@kernsbunting.com
Licensed in WY

MEMORANDUM

Date: **November 14, 2019**
To: **Mayor and Council**
RE: **DDA options for October 28, 2019**

On Monday October 28, 2019, you will be presented with thee (3) options regarding the Downtown Development Authority (DDA). From those options, it is being requested that you choose which method you would like to use to resolve issues concerning the DDA.

Option 1: It is my understanding that Zoila Perry from the Downtown Sheridan Association (DSA) will be giving a presentation to the Council on the benefits of the DDA and request that a new DDA Board be appointed. Should Council choose to appoint a new DDA Board, the City will begin the process of requesting applications and you will be asked to approve members to the Board at a later meeting.

Option 2: The City can "mothball" the DDA by passing the resolution found in your packets. The resolution would be the official statement of the City's intent not to appoint a new Board of Directors. Without a Board, the DDA will not be operational. However, the DDA ordinances will not be removed from the Sheridan Code. The City Council will be able to reestablish the DDA by appointing a new Board of Directors at any time in the future.

Option 3: The City can dissolve the DDA by repealing the Ordinance found in Chapter 2 Article V. In your packed is a draft repealer ordinance. Should a future Council desire to resurrect the DDA, they will need to proceed with holding new elections and passing new ordinances.

City of Sheridan

Resolution _____

A resolution of the City of Sheridan regarding the appointment of a Downtown Development Authority Board of Directors

RECITALS

WHEREAS, the City of Sheridan has established a Downtown Development Authority; and

WHEREAS, the Downtown Development Authority is to be operated by Board of Directors appointed by the City of Sheridan Governing Body; and

WHEREAS, all of the Board of Director's terms have expired; and

WHEREAS, the City of Sheridan Governing Body has determined that the Downtown Development Authority is not necessary at this time; and

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

The Downtown Development Authority's Board of Directors shall not be appointed until such time that the Governing Body determines the appointment is necessary.

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

_____
Roger Miller, Mayor

ATTEST: _____
City Clerk

Ordinance _____

AN ORDINANCE REPEALING CHAPTER 2 ARTICLE V OF THE CITY OF SHERIDAN MUNICIPAL ORDINANCES CONCERNING THE DOWNTOWN DEVELOPMENT AUTHORITY, SPECIFICALLY;

WHEREAS, the City of Sheridan Governing Body has determined that the Downtown Development Authority shall be dissolved.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SHERIDAN, WYOMING:

Ordinances 2-72, 2-73, 2-75, 2-76, 2-77, 2-78, 2-79 are hereby repealed:

WHEREUPON, a motion was passed and this Ordinance and was declared adopted this _____ day of_____, 2019.

CITY OF SHERIDAN, WYOMING

_____
Mayor

ATTEST:

_____
City Clerk

FIRST READING: _____

SECOND READING: _____

THIRD READING: _____

PUBLISHED: _____

EFFECTIVE THE _____ DAY OF _____, 2019.