**AGENDA**
**CITY OF SHERIDAN**
**OCTOBER 12, 2020**
**STUDY SESSION COUNCIL MEETING START 5:30 P.M.**

1. Discussion Regarding General Purpose Excise Tax - City Treasurer Karen Burtis

2. Discussion of Employee Compensation - City Treasurer Karen Burtis and Human Resources Director Heather Doke

3. Discussion on Arapahoe Subdivision, a request to subdivide property located at 1802 Warren Ave - Community Development Director Wade Sanner

4. Discussion on Wild Goose Subdivision, a request to subdivide property located at 2760 Big Horn Ave - Community Development Director Wade Sanner

5. Discussion of Award for a One Ton Truck with Dump Bed for the Streets Division - Public Works Director Lane Thompson

6. Discussion Regarding Contract Extension with First Interstate Bank - City 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


***Treasurer***

## MEMORANDUM

| | |
|---|---|
| Project Name: | Discussion Regarding General Purpose Excise Tax - City Treasurer Karen Burtis |
| From: | Karen Burtis, City Treasurer |
| To: | Mayor and Council |
| CC: | |
| Date: | 09/30/2020 |

**Background:**

A committee was created to review the current One Cent procedures and application process and to recommend policies to memorialize the management and use of those funds. The committee met three times and agreed on the attached documents.

**Attachments**

GPET Policy
GPET Application Policy
Annual Application
GPET Agreement
Semi-Annual Report
Annual Report
Out of Cycle Request

# City of Sheridan
# General Purpose Excise Tax (GPET) Policy

The purpose of this policy is to establish procedures for the efficient and consistent management of the General Purpose Excise Tax. This policy also establishes points of contact for inclusive communications within and without the City.

1. The General Purpose Excise Tax is authorized under W.S. § 39-15-203 and is a general purpose excise tax to be used for general revenue purposes. W.S. § 39-15-204(a)(i) The City refers to the General Purpose Excise Tax as the One % Sales and Use Tax.

2. The proposition "for the county sales and use tax" or "against the county sales and use tax" shall be decided by the vote of the qualified electors of Sheridan County. Any informational campaigns or examples of potential expenditures shall not be deemed as a budgeted appropriation or guarantee to fund. Recipients are not entitled to any specific allocation of funds.

3. The General Purpose Excise Tax may be imposed in one-half (.5%) increments not to exceed two percent (2%). W.S. § 39-15-204(a)(i)

4. The City Clerk and the City Treasurer shall be the designated contacts for all communications regarding the GPET. Any staff member or outside person must direct all questions, comments, or requests for funds/applications to either contact.

5. The annual budgeting of GPET funds is completely at the City's discretion and not tied to or obligated by any informational campaigns or perceived assurances. A portion of the budgeted funds may be set aside for allocation to outside groups, but such funds are not guaranteed.

6. Budgeted funds shall only be used for the purpose requested. Unspent funds shall not be used for other expenditures.

7. Unspent funds at the end of the fiscal year shall revert to the contingency account for future re-allocation.

8. Revenue received in excess of the budgeted revenue shall be placed in the contingency account for future re-allocation.

9. The annual application for GPET funds by outside groups shall be governed by the General Purpose Excise Tax Annual Application Policy. City departments can request funds through the annual budget process.

10. Requests by outside groups for one-time "out-of-cycle requests" will be considered by Council after completion of a General Purpose Excise Tax Out-of-Cycle Request. Out-of-cycle requests are requests that arise after the application period has ended.

# City of Sheridan
# General Purpose Excise Tax (GPET) Annual Application Policy

The purpose of this policy is to establish procedures and guidelines for outside entities applying for General Purpose Excise Tax (GPET) funds.

1. GPET funds for outside groups shall be governed by the General Purpose Excise Tax Policy.

2. Only non-profit and governmental entities are eligible to apply for GPET funds.

3. Applications for GPET Funds must be completed annually.

4. The Governing Body will determine the amount of GPET funds to be distributed to outside groups.

5. Staff will review applications for completeness.

6. Staff will provide completed applications to the Governing Body.

7. The Governing Body will determine which applicants will receive funding based on the intended use of funds and the Governing Body priorities and needs of the City.

8. Recipients will be required to enter into General Purpose Excise Tax Agreement with the City.

9. Payments to recipients will be disbursed quarterly.

10. Recipients must submit a Semi-Annual Performance and Financial Report by January 15.

11. Recipients must submit an Annual Performance and Financial Report by July 15.

12. Semi-annual and annual reports not submitted on time may result in the withholding of future disbursements.

13. Unspent funds at the end of the fiscal year shall revert to the contingency account for future re-allocation.

14. The following timeline shall apply to the application process:
    a. September 1 – September 20 – Advertise availability of GPET applications
    b. September 1 – September 30 – Distribute applications and accept questions from applicants
    c. October 1 – October 7 – Prepare answers for dissemination to applicants
    d. October 1 – October 31 – Complete and submit applications by applicants
    e. November 1 – November 30 – Review applications for completeness
    f. December 1 - January 15 – Governing Body evaluates applications
    g. 2nd January Meeting – Governing Body determines recipients and amounts
    h. February 15 – Staff distributes agreements to recipients
    i. February 28 – Recipients return signed agreements to City
    j. March – Agreements executed by the Mayor

# General Purpose Excise Tax
# Annual Application

## General Information

Applications are available for download on the City of Sheridan website at www.sheridanwy.gov. Contact Cecilia Good at cgood@sheridanwy.net or 675-4214 if you have questions or require additional information. In addition, applicants must submit a Good Standing Certificate from the Wyoming Secretary of State. Forms can be obtained at https://wyobiz.wyo.gov/Business/FilingSearch.aspx.

All sections of the Application must be completed in the provided format. Only provide what is requested. Do not include brochures, promotional materials, etc.

All requested information must be completed before this Application will be considered. Incomplete applications will be returned to the applicant for completion. Applications must be submitted to the City Clerk's Office by TIME p.m. on DATE.

If your application is approved by the Governing Body, disbursements will begin after July 1, 2021.

**Applicants must submit one (1) signed original and one (1) electronic application to**:

City of Sheridan
Clerk's Office
Attn. Cecilia Good
55 Grinnell Plaza
PO Box 848
Sheridan, WY 82801
cgood@sheridanwy.net

## **Application Checklist -** Submit with Application

- ☐ Completed Application Form
- ☐ Good Standing Certificate from the Wyoming Secretary of State
- ☐ Completed W-9
- ☐ One (1) original Application
- ☐ One (1) electronic Application

# General Purpose Excise Tax
# Annual Application
(July 1, 2021 through June 30, 2022)

## SECTION I: Cover Sheet

Organization Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____

Phone Number: _____

Email: _____

Organization TIN/EIN: _____ (Attach completed W-9)

Funds Requested: $ _____

Board Members and Terms:

| **Name** | **Term Start** | **Term End** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**Certification**: I hereby certify that the information given in this General Purpose Excise Tax Annual Application is true and correct to the best of my knowledge.

Agency Director _____ (Signature) _____ (Printed Name) _____ (Date)

President _____ (Signature) _____ (Printed Name) _____ (Date)

## **SECTION II: Fact Sheet -** Keep responses to a single page

**Mission Statement and Organizational History**

Provide your organization's Mission Statement and a brief history of your organization in Sheridan County, including services provided to area residents.

# SECTION II: Fact Sheet (Continued)

**Funding Requested**

Briefly explain how the funds will be used and why public funds are necessary to accomplish this goal. Include the following:

- Previous funding history (amounts requested and received; how long funds have been received)
- If the funds are for one-time or on-going expenses
- For one-time expenses, list the item(s) and the purpose or use of that/those item(s)
- For on-going expenses, list the project(s) or outcome(s)
- How your project relates to or improves the overall quality, character, or health of the community
- Identify the municipal function that will be performed with the funds
- If the funding will be used to leverage additional funding for your organization either through grants or other means

## SECTION III: Statement of Financial Position – Must use this form

**Statement of Financial Position as of September 30, 2020:**

| **Assets:** | **Total** |
|---|---|
| **Current Assets** | |
| Cash and Cash Equivalents | |
| Investments | |
| Accounts Receivable | |
| Prepaid Expenses | |
| Other | |
| **Total Current Assets** | |

| **Non-Current Assets** | |
|---|---|
| Furniture & Equipment | |
| Land/Building | |
| Accumulated Depreciation | |
| Other | |
| **Total Non-Current Assets** | |
| **Total Assets** | |

| **Liabilities and Net Assets:** | |
|---|---|
| **Current Liabilities** | |
| Accounts Payable | |
| Accrued Payroll Expenses | |
| Other Accrued Expenses | |
| Notes Payable (Current Portion) | |
| Other | |
| **Total Current Liabilities** | |

| **Non-Current Liabilities** | |
|---|---|
| Notes Payable (Long-term Portion) | |
| **Total Non-Current Liabilities** | |
| **Total Liabilities** | |

| **Net Assets** | |
|---|---|
| Temporarily Restricted | |
| Unrestricted | |
| Unrestricted (Board designated) | |
| **Total Net Assets** | |
| **Total Liabilities and Net Assets** | |

## SECTION IV: Current Annual Budget - Must use this form

**From** _____ **Through** _____

| Budgeted Revenue | Amount | Comments/Explanation |
|---|---|---|
| City of Sheridan GPET | | |
| Sheridan County One Cent | | |
| Federal Grants | | |
| State Grants | | |
| Other Grants | | |
| Donations | | |
| Fundraising | | |
| Dues/Memberships | | |
| Interest | | |
| Other | | |
| Other | | |
| **Total Budgeted Revenue** | | |

| Budgeted Expenses | Amount | Comments/Explanation |
|---|---|---|
| **Administrative Expenses** | | |
| Salary, Director | | |
| Salary, Other(s) | | |
| Benefits | | |
| Supplies | | |
| Equipment | | |
| Rent | | |
| Utilities | | |
| Contractual Services | | |
| Other | | |
| | | |
| **Program Expenses** | | |
| Salaries | | |
| Benefits | | |
| Supplies | | |
| Equipment | | |
| Lodging | | |
| Food | | |
| Advertising/Printing | | |
| Other | | |
| **Total Budgeted Expenses** | | This figure must match Total Budgeted Revenue line above. |

## SECTION V: Proposed Budget of Requested Funds - Must use this form

**From July 1** _____ **Through June 30** _____

| **Budgeted Expenses** | **Amount** | **Comments/Explanation** |
|---|---|---|
| **Administrative Expenses** | | |
| Salary & Benefits, Director | | |
| Salary & Benefits, Other(s) | | |
| Supplies | | |
| Equipment | | |
| Rent | | |
| Utilities | | |
| Contractual Services | | |
| Other | | |
| | | |
| **Program Expenses** | If you have more than one program, please make a copy of this page | |
| Salary & Benefits | | |
| Supplies | | |
| Equipment | | |
| Lodging | | |
| Rent | | |
| Utilities | | |
| Food | | |
| Advertising/Printing | | |
| Other | | |
| **Total Budgeted Expenses** | | |

# CITY OF SHERIDAN
# GENERAL PURPOSE EXCISE TAX AGREEMENT

This Agreement is made by and between the City of Sheridan, a municipal corporation organized under the laws of the State of Wyoming, whose address is 55 Grinnell Plaza, Sheridan Wyoming 82801, hereinafter referred to as the "City," and «Organization_Name», whose address is «Address», hereinafter referred to as the "Contractor".

WHEREAS, City has determined that the services provided by the Contractor in Sheridan, Wyoming, as hereinafter set forth, are of direct benefit to the City of Sheridan and its residents, and that the City should assist in the funding thereof for the term of this Agreement.

NOW, THEREFORE, the City and Contractor hereby agree as follows:

1. SCOPE OF SERVICES: The Contractor shall perform the following services:

   Insert

2. TERM: This Agreement shall commence on July 1, 20XX, and continue in force until June 30, 20XX.

3. COMPENSATION AND METHOD OF PAYMENT: The City agrees to pay the Contractor a total amount not to exceed **Ten Thousand, Five Hundred Dollars and xx/100 ($10,500.00)** for the services set forth in paragraph 1. Payment is to be made quarterly, subject to paragraph 8.

4. USE OF FUNDS: Funds shall be used solely for the services described in paragraph 1. Specifically, funds shall not be used for:
   a. Any costs outside the scope of the approved program
   b. Personal injury compensation or damages arising out of or connected with the program
   c. Fines and penalties due to violations or failure to comply with federal, state, or local laws and ordinances, and terms, provisions, conditions, or commitments of this Agreement
   d. Interest on bonds or other forms of indebtedness
   e. Any costs arising out of or attributable to the Contractor's malfeasance, misfeasance, mismanagement, or negligence
   f. Buy-out of unused sick leave, vacation/administration leave time
   g. Campaigning, lobbying, support of candidates or ballot measures for any election

5. REPORTING: The Contractor shall complete a semi-annual and an annual performance and financial report. These reports will be due January 15 and July 15, respectively. Upon the request of the City, a representative of the Contractor shall be required to make a presentation to the City of Sheridan Governing Body.

6. DEFAULT/TERMINATION: Any one or more of the following acts or omissions of this Agreement may constitute an event of default or termination.
   a. A default shall be a violation of this agreement that does result in an immediate termination as described in paragraph 6(b). A default may be declared by either party by providing notice to the other. The defaulting party shall have thirty (30) days to cure the default. Failure to cure a default shall grant the non-defaulting party the right to terminate this Agreement. Defaults may include but are not limited to:
      i. Failure to satisfactorily perform any required task, service, covenant or condition
      ii. Failure to submit any report or provide notice required hereunder
      iii. Failure to assure the City that it is capable of performing the obligations herein

iv. Failure to use funds in accordance with this Agreement

b. The City may terminate this Agreement upon notice to the Contractor for the following:
   i. Dissolution, bankruptcy, or insolvency of the Contractor
   ii. Contractor acted fraudulently, negligently or completed an application for funding which could be construed as fraudulent, materially incorrect or materially misleading
   iii. Violation of any Federal, State or Local law
   iv. Commission of a crime by the contractor or contractor's employee or subcontractor who is charged with a crime of fraud, embezzlement, theft or any felony
   v. Failure of the General Purpose Excise Tax (One % Sales and Use Tax) to be approved by the voters

7. AMENDMENT: Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.

8. AVAILABILITY OF FUNDS: Each payment obligation of the City is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason. If funds are not allocated or available for continued performance of this Agreement, this Agreement may be terminated by the City. The City shall notify the Contractor at the earliest possible time if funds may not be available. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

9. AUDIT AND ACCESS TO RECORDS: The City and its representatives shall have access to any books, documents, papers, electronic data, and records of the Contractor which are pertinent to this Agreement for auditing purposes. These documents shall be retained by the Contractor for a period of three (3) years after the end of this Agreement or the termination date, whichever is first.

10. INSURANCE: It shall be the responsibility the Contractor to carry a policy of commercial general liability insurance, with liability limits in the amount of not less than $1,000,000 per occurrence and $2,000,000 aggregate, and shall provide the City Clerk with a copy of the certificate of commercial liability insurance for the Contractor. Contractor shall indemnify, save and hold harmless the City from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.

11. NOTICES: All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses below either by regular mail, facsimile, email, or delivery in person.

| City of Sheridan | Contractor |
|---|---|
| City Clerk's Office | ffad |
| PO Box 848 | dfdfa |
| Sheridan, WY 82801 | dfdfa |

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the date of mailing.

12. INDEPENDENT CONTRACTOR: The Contractor shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the City of Sheridan for any purpose. Consistent with the express terms of this Agreement, the Contractor shall be free from control or direction over the details of the performance of services under this Agreement. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the

Contractor in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the City of Sheridan to incur any obligation of any kind on behalf of the City of Sheridan. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to City of Sheridan employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Agreement.

13. POLITICAL ACTIVITY: Contractor shall not use any funds received form the City to engage in any political activity designed to bolster or harm any political party, its specific political platform, Political Action Committee, ballot measure, or candidate for public office. Contractor may provide written or verbal information to individuals or candidates upon request provided such information is made available to the public at large on an equal basis. Contractor may sponsor public forums organized to educate the general public on issues relevant to the activities subject to this Agreement.

14. CONFLICT OF INTEREST: The Contractor certifies that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with performic of the services hereunder. In addition, Contractor guarantees that in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the City.

15. KICKBACKS: Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this funding, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this funding.

16. APPLICABLE LAW, RULES OF CONSTRUCTION, AND VENUE: The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder, "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the Stat of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the Fourth Judicial District, Sheridan County, Wyoming.

17. ASSIGNMENT: Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Contractor shall not use this Agreement, or any portion thereof, for collateral for any financial obligation.

18. COMPLIANCE WITH LAWS: Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement. Failure to do so will give the City the right to immediately terminate this Agreement.

19. NON-DISCRIMINATION: In rendering services under this Agreement, Contractor shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

20. ENTIRETY OF AGREEMENT: This Agreement, consisting of 5 pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representation, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

21. FORCE MAJEURE: Neither party shall be liable for failure to perform under this Agreement if:
    a. the failure to perform was caused by an impediment beyond its reasonable control;
    b. that the impediment could not reasonably have been anticipated to occur prior to its occurrence; and
    c. that the impediment could not reasonably been avoided or overcome.

    Such examples could include but is not limited to acts of God, acts of nature, acts of terrorism, government orders, or quarantines. Provided, however, a party may not invoke this clause for failing to follow Federal or State guidelines concerning epidemics or pandemics which results in a quarantine or other form of impediment. The party to invoke this clause may not do so unless they have given notice to the other party no later than five (5) business days following the force majeure event and provide a report of the actions taken to avoid the impediment.

22. INDEMNIFICATION: Contractor shall indemnify, hold harmless, and assume the defense of the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in connection with Contractor's activities in relation to this Agreement.

23. SEVERABILITY: Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

24. GOVERNMENTAL IMMUNITY: The City of Sheridan expressly reserves the right to invoke governmental immunity for any claim arising out of this Agreement pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-101 *et seq*.

25. THIRD PARTIES: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained herein shall operate only between the parties and shall be solely to their benefit. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.

26. TITLES NOT CONTROLLING: Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

27. WAIVER: The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

28. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties, and there are no other terms or conditions, oral or written, concerning, or controlling this matter. Time is of the essence hereof.

29. SIGNATURES: The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.

**IN WITNESS WHEREOF,** the undersigned duly authorized representatives of the parties have executed this Agreement on: _____, 2020.

| **CITY OF SHERIDAN, WYOMING** | **«ORGANIZATION_NAME»** |
|---|---|
| Roger Miller, Mayor | By |
| ATTEST: | Print Name |
| Cecilia Good, City Clerk | Title |

# General Purpose Excise Tax
# Semi-Annual Report

Due January 15

## SECTION I: Cover Sheet

Organization Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____

Phone Number: _____

Email: _____

Organization TIN/EIN: _____

Funds Amount: $ _____

**Certification**: I hereby certify that the information given in this General Purpose Excise Tax Semi-Annual Report is true and correct to the best of my knowledge.

| | | | |
|---|---|---|---|
| Agency Director | _____ | _____ | _____ |
| | Signature | Printed Name | Date |
| President | _____ | _____ | _____ |
| | Signature | Printed Name | Date |

## **SECTION II: Activities and Accomplishments -** Must use this form

Briefly explain how the funds have been used. Include the following:

- If the funds are for one-time or on-going expenses
- For one-time expenses, list the item(s) and the purpose or use of that/those item(s)
- For on-going expenses, list the project(s) or outcome(s)
- How your project has improved the overall quality, character, or health of the community
- Identify the municipal function that was performed with the funds

## SECTION III: Budget & Expenditure of Funds - Must use this form

**From** July 1 _____ **Through** December 31 _____

| Budgeted Expenses | Budget Amount | Expenditures | Unexpended |
|---|---|---|---|
| **Administrative Expenses** | | | |
| Salary & Benefits, Director | | | |
| Salary & Benefits, Other(s) | | | |
| Supplies | | | |
| Equipment | | | |
| Rent | | | |
| Utilities | | | |
| Contractual Services | | | |
| Other | | | |
| | | | |
| **Program Expenses** | If you have more than one program, please make a copy of this page | | |
| Salary & Benefits | | | |
| Supplies | | | |
| Equipment | | | |
| Lodging | | | |
| Rent | | | |
| Utilities | | | |
| Food | | | |
| Advertising/Printing | | | |
| Other | | | |
| **Total** | | | |

# General Purpose Excise Tax
# Annual Report

Due July 15

## SECTION I: Cover Sheet

Organization Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____

Phone Number: _____

Email: _____

Organization TIN/EIN: _____

Funds Amount: $ _____

**Certification**: I hereby certify that the information given in this General Purpose Excise Tax Annual Report is true and correct to the best of my knowledge.

| | | | |
|---|---|---|---|
| Agency Director | _____ | _____ | _____ |
| | Signature | Printed Name | Date |
| President | _____ | _____ | _____ |
| | Signature | Printed Name | Date |

## **SECTION II: Activities and Accomplishments -** Must use this form

Briefly explain how the funds have been used. Include the following:

- If the funds are for one-time or on-going expenses
- For one-time expenses, list the item(s) and the purpose or use of that/those item(s)
- For on-going expenses, list the project(s) or outcome(s)
- How your project has improved the overall quality, character, or health of the community
- Identify the municipal function that was performed with the funds

## SECTION III: Budget & Expenditure of Funds - Must use this form

**From** July 1 _____ **Through** June 30 _____

| Budgeted Expenses | Budget Amount | Expenditures | Unexpended |
|---|---|---|---|
| **Administrative Expenses** | | | |
| Salary & Benefits, Director | | | |
| Salary & Benefits, Other(s) | | | |
| Supplies | | | |
| Equipment | | | |
| Rent | | | |
| Utilities | | | |
| Contractual Services | | | |
| Other | | | |
| | | | |
| **Program Expenses** | If you have more than one program, please make a copy of this page | | |
| Salary & Benefits | | | |
| Supplies | | | |
| Equipment | | | |
| Lodging | | | |
| Rent | | | |
| Utilities | | | |
| Food | | | |
| Advertising/Printing | | | |
| Other | | | |
| **Total** | | | |

# General Purpose Excise Tax
# Out-of-Cycle Request

## General Information

Applications are available for download on the City of Sheridan website at www.sheridanwy.gov. Contact Cecilia Good at cgood@sheridanwy.net or 675-4214 if you have questions or require additional information. In addition, applicants must submit a Good Standing Certificate from the Wyoming Secretary of State. Forms can be obtained at https://wyobiz.wyo.gov/Business/FilingSearch.aspx.

All sections of the Application must be completed in the provided format. Only provide what is requested. Do not include brochures, promotional materials, etc.

All requested information must be completed before this Application will be considered. Incomplete applications will be returned to the applicant for completion. Applications must be submitted to the City Clerk's Office.

If your application is approved by the Governing Body, payment will be disbursed after the next regular City Council meeting.

**Applicants must submit one (1) signed original and one (1) electronic application to**:

City of Sheridan
Clerk's Office
Attn. Cecilia Good
55 Grinnell Plaza
PO Box 848
Sheridan, WY 82801
cgood@sheridanwy.net

## **Application Checklist -** Submit with Application

- ☐ Completed Application Form
- ☐ Good Standing Certificate from the Wyoming Secretary of State
- ☐ Completed W-9
- ☐ One (1) original Application
- ☐ One (1) electronic Application

# General Purpose Excise Tax
# Out-of-Cycle Request
(July 1, 2021 to June 30, 2022)

## SECTION I: Cover Sheet

Organization Name: _____

Address: _____

City/State/Zip: _____

Contact Person: _____

Phone Number: _____

Email: _____

Organization TIN/EIN: _____ (Attach completed W-9)

Funds Requested: $ _____

Board Members and Terms:

| **Name** | **Term Start** | **Term End** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**Certification**: I hereby certify that the information given in this General Purpose Excise Tax Out-of-Cycle Request is true and correct to the best of my knowledge.

Agency Director _____ (Signature) _____ (Printed Name) _____ (Date)

President _____ (Signature) _____ (Printed Name) _____ (Date)

## **SECTION II: Fact Sheet -** Keep responses to a single page

**Mission Statement and Organizational History**

Provide your organization's Mission Statement and a brief history of your organization in Sheridan County, including services provided to area residents.

# SECTION II: Fact Sheet (Continued)

**Funding Requested**

Briefly explain how the funds will be used and why public funds are necessary to accomplish this goal. Include the following:

- Previous funding history (amounts requested and received; how long funds have been received)
- How your project relates to or improves the overall quality, character, or health of the community
- Identify the municipal function that will be performed with the funds
- If the funding will be used to leverage additional funding for your organization either through grants or other means

## SECTION III: Statement of Financial Position – Must use this form

**Statement of Financial Position as of 2020:**

| **Assets:** | **Total** |
|---|---|
| **Current Assets** | |
| Cash and Cash Equivalents | |
| Investments | |
| Accounts Receivable | |
| Prepaid Expenses | |
| Other | |
| **Total Current Assets** | |

| | |
|---|---|
| **Non-Current Assets** | |
| Furniture & Equipment | |
| Land/Building | |
| Accumulated Depreciation | |
| Other | |
| **Total Non-Current Assets** | |
| **Total Assets** | |

| | |
|---|---|
| **Liabilities and Net Assets:** | |
| **Current Liabilities** | |
| Accounts Payable | |
| Accrued Payroll Expenses | |
| Other Accrued Expenses | |
| Notes Payable (Current Portion) | |
| Other | |
| **Total Current Liabilities** | |

| | |
|---|---|
| **Non-Current Liabilities** | |
| Notes Payable (Long-term Portion) | |
| **Total Non-Current Liabilities** | |
| **Total Liabilities** | |

| | |
|---|---|
| **Net Assets** | |
| Temporarily Restricted | |
| Unrestricted | |
| Unrestricted (Board designated) | |
| **Total Net Assets** | |
| **Total Liabilities and Net Assets** | |

## SECTION IV: Current Annual Budget - Must use this form

**From** _____ **Through** _____

| Budgeted Revenue | Amount | Comments/Explanation |
|---|---|---|
| City of Sheridan GPET | | |
| Sheridan County One Cent | | |
| Federal Grants | | |
| State Grants | | |
| Other Grants | | |
| Donations | | |
| Fundraising | | |
| Dues/Memberships | | |
| Interest | | |
| Other | | |
| Other | | |
| **Total Budgeted Revenue** | | |

| Budgeted Expenses | Amount | Comments/Explanation |
|---|---|---|
| **Administrative Expenses** | | |
| Salary, Director | | |
| Salary, Other(s) | | |
| Benefits | | |
| Supplies | | |
| Equipment | | |
| Rent | | |
| Utilities | | |
| Contractual Services | | |
| Other | | |
| | | |
| **Program Expenses** | | |
| Salaries | | |
| Benefits | | |
| Supplies | | |
| Equipment | | |
| Lodging | | |
| Food | | |
| Advertising/Printing | | |
| Other | | |
| **Total Budgeted Expenses** | | This figure must match Total Budgeted Revenue line above. |

## SECTION V: Proposed Budget of Requested Funds - Must use this form

**From** _____ **Through** _____

| **Budgeted Expenses** | **Amount** | **Comments/Explanation** |
|---|---|---|
| **Administrative Expenses** | | |
| Salary & Benefits, Director | | |
| Salary & Benefits, Other(s) | | |
| Supplies | | |
| Equipment | | |
| Rent | | |
| Utilities | | |
| Contractual Services | | |
| Other | | |
| | | |
| **Program Expenses** | If you have more than one program, please make a copy of this page | |
| Salary & Benefits | | |
| Supplies | | |
| Equipment | | |
| Lodging | | |
| Rent | | |
| Utilities | | |
| Food | | |
| Advertising/Printing | | |
| Other | | |
| **Total Budgeted Expenses** | | |

# CITY OF SHERIDAN, WYOMING

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


***Human Resources***

## MEMORANDUM

| | |
|---|---|
| Project Name: | Discussion of Employee Compensation - City Treasurer Karen Burtis and Human Resources Director Heather Doke |
| From: | Heather Doke, Human Resources Director |
| To: | Mayor and Council |
| CC: | City Administrator Stuart McRae |
| Date: | 10/12/2020 |

**Recommendation:**

Staff recommends that the Mayor and Council implement the funds that were allocated in the budget for employee increases.

**Background:**

The FY21 budget included funds for compensation increases for City employees. Because of the COVID-19 pandemic and the uncertainty of revenues, Council voted not to implement the funds at that time and to revisit the issue in October. Health insurance premiums did increase 13% as of July 1st so all employees that have City insurance have seen a reduction in their take home pay. Because revenues for the first quarter of FY21 have increased over last year and are more than budgeted, staff is recommending that Council implement the funds in the budget for increases.

Staff's original recommendation was that the City and the employees split the 13% increase in health insurance premiums 50/50, that City employees receive a 1% scale increase, and that all employees who received at least a "meets expectations" rating on their 2019 performance appraisal also receive a 1 step (1.25%) increase. Due to being part way through the year, staff is recommending that the City continue to pay 80% of the premium for the 1500/3000 deductible through the end of FY21 so as to not have to change premiums in the middle of the year. To do that and still fit within the approved funds, staff recommends a 1.75% increase to the pay scale. Instead of going back and figuring backpay back to 7/1/20, staff recommends that this increase be effective 11/1/20 and that the portion of that 1.75% increase from 7/1/20-10/31/20 be given to employees as a one-time bonus. Those employees who did not receive a "meets expectations" rating on their 2019 performance appraisal would not receive the bonus portion of the increase.

**Funding:**

This recommendation fits within the amount for increases that was approved in the budget so it is not necessary to allocate any additional funds.

# 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: | Discussion on Arapahoe Subdivision, a request to subdivide property located at 1802 Warren Ave - Community Development Director Wade Sanner |
| From: | Wade Sanner, Community Development Director |
| To: | Mayor and Council |
| CC: | |
| Date: | 09/30/2020 |

**Recommendation:**

Staff recommends that Mayor and Council approve PL-20-43, a request to subdivide the property Located at 1802 Warren Avenue.

**Discussion:**

Staff offers the following comments on preliminary plat required findings:

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

This property falls completely within the City limits, so this condition does not apply.

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

Again, not applicable in this case, the property is within the city limits.

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

The subdivision conforms to the Zoning Ordinance. The applicant is requesting a variance from the 20-foot rear yard minimum setback for the Proposed Tract B. Staff has no objections to this request. A variance request letter has been provided by the applicant.

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

This proposed subdivision is outside of the Airport influence area.

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

Water and sewer will be connected to adjacent property's utility extensions and available to all the lots.

Staff has no further comments at this time.

**Background:**

The applicant, Mark and Fran Smith, are proposing a 2-lot subdivision on the property located at 1802 Warren Avenue, which is at the southwest corner or Arapahoe Street and Warren Avenue. The existing properly is 13,939 square feet (0.32 acres) and zoned R-1. According to the Sheridan County Assessor, the properly contains a 1,122 square foot home built in 1946, with two garages that are 308 square feet and 484 square feet. Surrounding properties are single-family homes zoned R-1.

The applicant is proposing to divide the properly in half to the west of the home, and remove the 308 square foot garage. The applicant will then construct a new 2,800 square foot single-family home facing north towards Arapahoe Street with an attached garage. The property has a 16-foot grade change from southwest to northeast with a 9% slope.

In order to divide the properly with adequate room for a home on Tract A, the new property line will be 8.37 feet from the home on Tract B at its farthest point and 7.15 feet from the nearest point. Due to the orientation of the home and the lot configuration, the applicant is requesting a variance from the 20-foot rear yard setback from the proposed Tract B. The variance letter is attached to this report.

Staff sent out 39 direct nearest neighbor notifications as part of this application, in addition to advertising in the Press and a sign posted on the property. Staff has received one inquiry on the application, but no objections.

**Potential Findings of Fact:**

Prior to approving the final plat, the City Council will need to make the following findings per Sheridan City Code Appendix B §202:

- The City shall not approve any proposed subdivision of land which, by itself, or as a part of a larger tract, is contiguous to or completely surrounded by the boundaries of the City, unless the application is accompanied by a properly-acknowledged petition for annexation to the City.
- The City shall not approve any proposed subdivision of land which is within one mile of the corporate limits of Sheridan but not, at the time of submittal, eligible for annexation, unless the application is accompanied by a properly-acknowledged agreement not to contest future annexation proceedings.
- Every plat shall conform to the Zoning Ordinance currently adopted at the time of final plat approval.
- All new subdivision developments within the Airport Influence Area within the city limits of the City of Sheridan shall grant an Avigation Easement to the Sheridan County Airport.
- No subdivision shall be approved within the corporate limits of the City of Sheridan, or one mile thereof, unless City Public Works staff concludes that an adequate long-term water supply exists to support the proposed use and density of the subdivision In accordance with City adopted policy. City elected officials acting as Council representatives on other boards or committees that review development shall likewise consider long-range water supply in making any determination.

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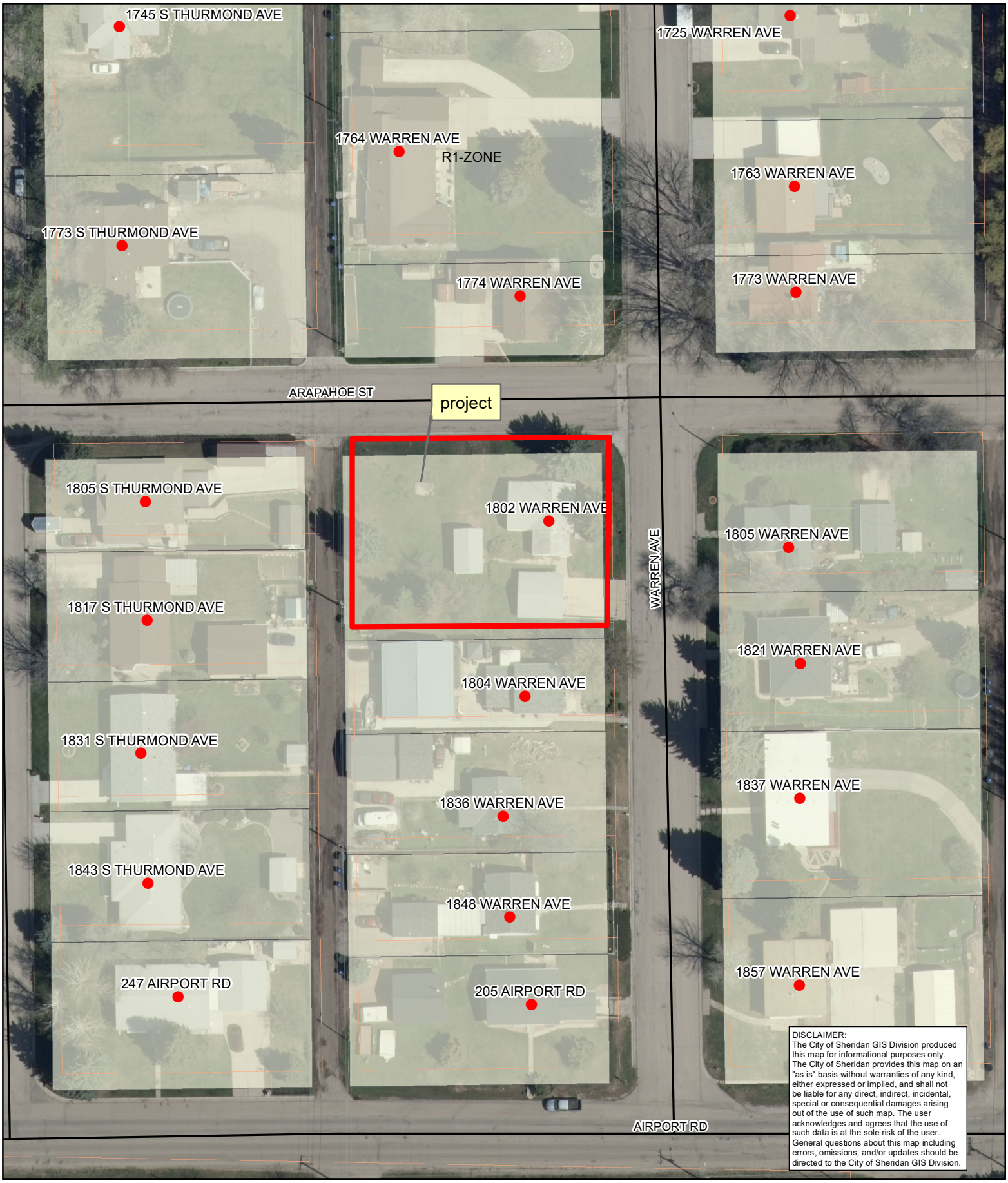
**Attachments**

Aerial

Subdivision Plat

Variance Letter

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CITY OF Sheridan WYOMING

# Arapahoe Subdivision

N

0 25 50 100 Feet

Name: sgoodman Date: 09/17/2020

# ARAPAHOE SUBDIVISION

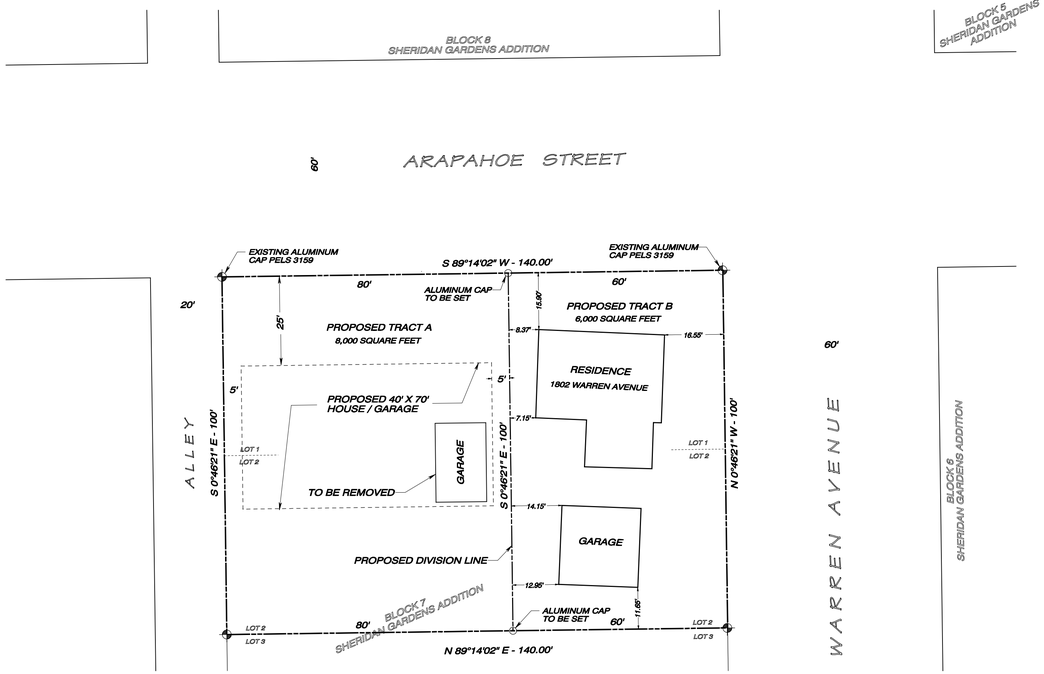
## DETAIL

GRAPHIC SCALE 1"=20'

0 20 40 60

BASIS OF BEARING IS WYOMING STATE PLANE NAD 1983 (EAST CENTRAL ZONE).

PROPERTY IS ZONED R - 1.




## CERTIFICATE of OWNERS

Know all men by these presents that the undersigned, Mark D. Smith and Fran M. Smith, husband and wife, and First Northern Bank of Wyoming, being the owners, proprietors, or parties of interest in the land shown on this plat, do hereby certify:

That the foregoing plat designated as Arapahoe Subdivision, being a Replat of Lots 1 and 2, Block 7 of Sheridan Gardens Addition to the City of Sheridan, Sheridan County, Wyoming.

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

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

Utility easements, as designated on this plat, are hereby dedicated to the City of Sheridan and its licensees for public use for the purpose of installing, repairing, reinstalling, replacing and maintaining sewers, water lines, gas lines, electric lines, telephone lines, cable TV lines and other froms and types of public utilities now or hereafter generally utilized by the public.

All rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released.

Executed this _____ day of _____ , 2020, by:

_____ Mark D. Smith

_____ Fran M. Smith

State of Wyoming } ss
County of Sheridan }

The foregoing instrument was acknowledged before me this _____ day of _____ , 2020, by Mark D. Smith and Fran M. Smith, husband and wife.

_____ NOTARY PUBLIC

My commission expires: _____ .

Also executed by:

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

First Northern Bank of Wyoming (Mortgagee)
by _____ .
State of Wyoming } ss
County of Sheridan }

On this _____ day of _____ , 2020, before me personally appeared _____ to me personally known who, being duly sworn, did say that he is the _____ of First Northern Bank of Wyoming, and that the seal affixed to said Instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said Instrument to be the free act and deed of said corporation.

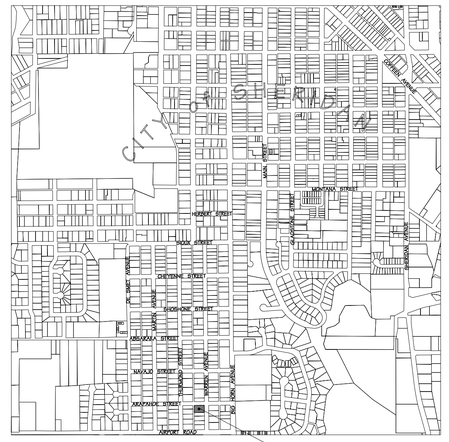
Given under my notarial seal this _____ day of _____ ,2020.

_____ NOTARY PUBLIC

My commission expires: _____ .

## LOCATION

SCALE : 1" = 1000'




N

## DECLARATION VACATING PREVIOUS PLATTING

This plat is a Replat of Lots 1 and 2, Block 7 of Sheridan Gardens Addition to the City of Sheridan, Wyoming, as recorded in Drawer "S" of Plats, Map No. 10, of the Records of the Sheridan County Clerk. All earlier plats or portions thereof encompassed by the boundary of this plat are hereby vacated.

## CERTIFICATE of SURVEYOR

State of Wyoming } ss
County of Sheridan }

I, David L. Randall, of Sheridan, Wyoming do hereby certify that I am a duly registered Professional Engineer and Land Surveyor, licensed under the laws of the State of Wyoming, that this plat is a true, correct and complete plat of Arapahoe Subdivision as laid out, platted, dedicated and shown hereon, that this plat was made from an accurate survey of said property conducted by me in July and August of 2020 and that this plat correctly shows the location and dimensions of all lots, easements and streets of said subdivision in compliance with the City of Sheridan regulations governing the subdivision of land.

Registration No. 3159 PE & LS

_____ CIVIL ENGINEER and LAND SURVEYOR

## CERTIFICATE of the CITY of SHERIDAN PLANNING COMMISSION

Reviewed by the City of Sheridan Planning Commission this _____ day of _____ , 2020.

_____ Attest: VICE-CHAIRMAN

_____ CHAIRMAN

## CITY of SHERIDAN CERTIFICATE of APPROVAL

Approved by the City Council of the City of Sheridan, Wyoming, this _____ day of _____ , 2020.

_____ Attest: CITY CLERK

_____ MAYOR

## DIRECTOR of PUBLIC WORKS CERTIFICATE of APPROVAL

This plat has been prepared in accordance with the requirements and procedures outlined in the subdivision regulations of the City of Sheridan, Wyoming and certified this _____ day of _____ , 2020 by the Director of Public Works of Sheridan, Wyoming.

_____ DIRECTOR of PUBLIC WORKS

## CERTIFICATE of RECORDER

State of Wyoming } ss
County of Sheridan }

This plat was filed for record in the Office of the Clerk and Recorder at _____ O'Clock __ M., this _____ day of _____ , 2020, and is duly recorded in Book _____, Page No. ___ .

_____ COUNTY CLERK

# PLAT

of the

# ARAPAHOE SUBDIVISION

being a REPLAT of

LOTS 1 and 2, BLOCK 7

of

SHERIDAN GARDENS ADDITION

to the

CITY of SHERIDAN
SHERIDAN COUNTY, WYOMING

addressed as

1802 WARREN AVENUE

for

MARK D. SMITH and FRAN M. SMITH
472 EAST FIFTH STREET
SHERIDAN, WYOMING 82801

DRAWN BY REX RANDALL - SEPTEMBER 30, 2020
RANDALL ENGINEERING SURVEYS - SHERIDAN, WYOMING

RANDALL ENGINEERING SURVEYS
722 Monte Vista
Sheridan, Wyoming 82801
Phone 307-672-6003
Fax 307-672-6003

10/2/20

Sue Goodman, Planning Division
City of Sheridan
55 East Grinnell
Sheridan, Wyoming 82801

Re: Variance Request to Accompany the Arapahoe Subdivision Submittal.

This letter is to serve as a request for a variance from the 20 foot rear yard minimum setback for the Proposed Tract B. This is a requirement in the City of Sheridan Zoning Regulations. I am forwarding this to you on behalf of Mark D. Smith and Fran M. Smith and am acting as their agent regarding the plat submittal. The subdivision plat will create a lot line that will be 7.15 feet from the existing residence at 1802 Warren. The existing residence was built in 1946, which predates zoning.

I respectfully request the variances for the following reasons:

1. The proposed Tract B is a corner lot, and despite the address and front door facing Warren, the property is laid out as if it faces Arapahoe and would be conducive with the adjacent Proposed Tract A if it were considered a side yard setback.

2. The usable "rear-yard" for Tract B is the area to the Southwest between the main house and Southeastern extension.

3. Fire-code separation distances will be maintained.

If you have any questions feel free to contact me. Thank you.

Respectfully yours,

David L. Randall

# 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: | Discussion on Wild Goose Subdivision, a request to subdivide property located at 2760 Big Horn Ave - Community Development Director Wade Sanner |
| From: | Wade Sanner, Community Development Director |
| To: | Mayor and Council |
| CC: | |
| Date: | 09/30/2020 |

**Recommendation:**

Staff recommends that Mayor and Council approve PL-20-44, a request to subdivide 3.65 acres on the property, located at 2760 Big Horn Avenue.

**Discussion:**

Staff offers the following comments on preliminary plat required findings:

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

This property falls completely within the City limits, so this condition does not apply.

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

Again, not applicable in this case, the property is within the city limits.

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

The proposed subdivision conforms to the Zoning Ordinance.

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

This proposed subdivision is outside of the Airport influence area.

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

Water and sewer will be connected to adjacent property's utility extensions and available to all the lots.

Staff has no further comments at this time.

**Background:**

The applicant, Donald and Christine Cline, are requesting to subdivide one 3.65 acre lot into two lots, a 1.91 acre western lot and 1.74 acre eastern lot. The applicant is proposing two utility easements on the eastern lot: a 25-foot utility easement along the northern property line, and a 15-foot utility easement along the southern portion of the property line.

Surrounding properties to the north, south and west are vacant properties zoned Master Plan PUD, and is part of the Morrison Ranch PUD. Properties to the east are large lot single-family homes zoned R-1. Access to the property will be via a 30-foot access easement along the southern portion of the adjacent property to the north, which is part of the Morrison Ranch Filing No. 1 Subdivision. The property contains a 1,626 square foot home built in 1990, with a 2,400 square foot metal frame shed. The home will remain on the western lot.

Staff sent out 8 direct nearest neighbor notifications as part of this application, in addition to advertising in the Press and a sign posted on the property. Staff has received no comments to the notices.

**Potential Findings of Fact:**

Prior to approving the final plat, the City Council will need to make the following findings per Sheridan City Code Appendix B §202:

- The City shall not approve any proposed subdivision of land which, by itself, or as a part of a larger tract, is contiguous to or completely surrounded by the boundaries of the City, unless the application is accompanied by a properly-acknowledged petition for annexation to the City.
- The City shall not approve any proposed subdivision of land which is within one mile of the corporate limits of Sheridan but not, at the time of submittal, eligible for annexation, unless the application is accompanied by a properly-acknowledged agreement not to contest future annexation proceedings.
- Every plat shall conform to the Zoning Ordinance currently adopted at the time of final plat approval.
- All new subdivision developments within the Airport Influence Area within the city limits of the City of Sheridan shall grant an Avigation Easement to the Sheridan County Airport.
- No subdivision shall be approved within the corporate limits of the City of Sheridan, or one mile thereof, unless City Public Works staff concludes that an adequate long-term water supply exists to support the proposed use and density of the subdivision In accordance with City adopted policy. City elected officials acting as Council representatives on other boards or committees that review development shall likewise consider long-range water supply in making any determination.

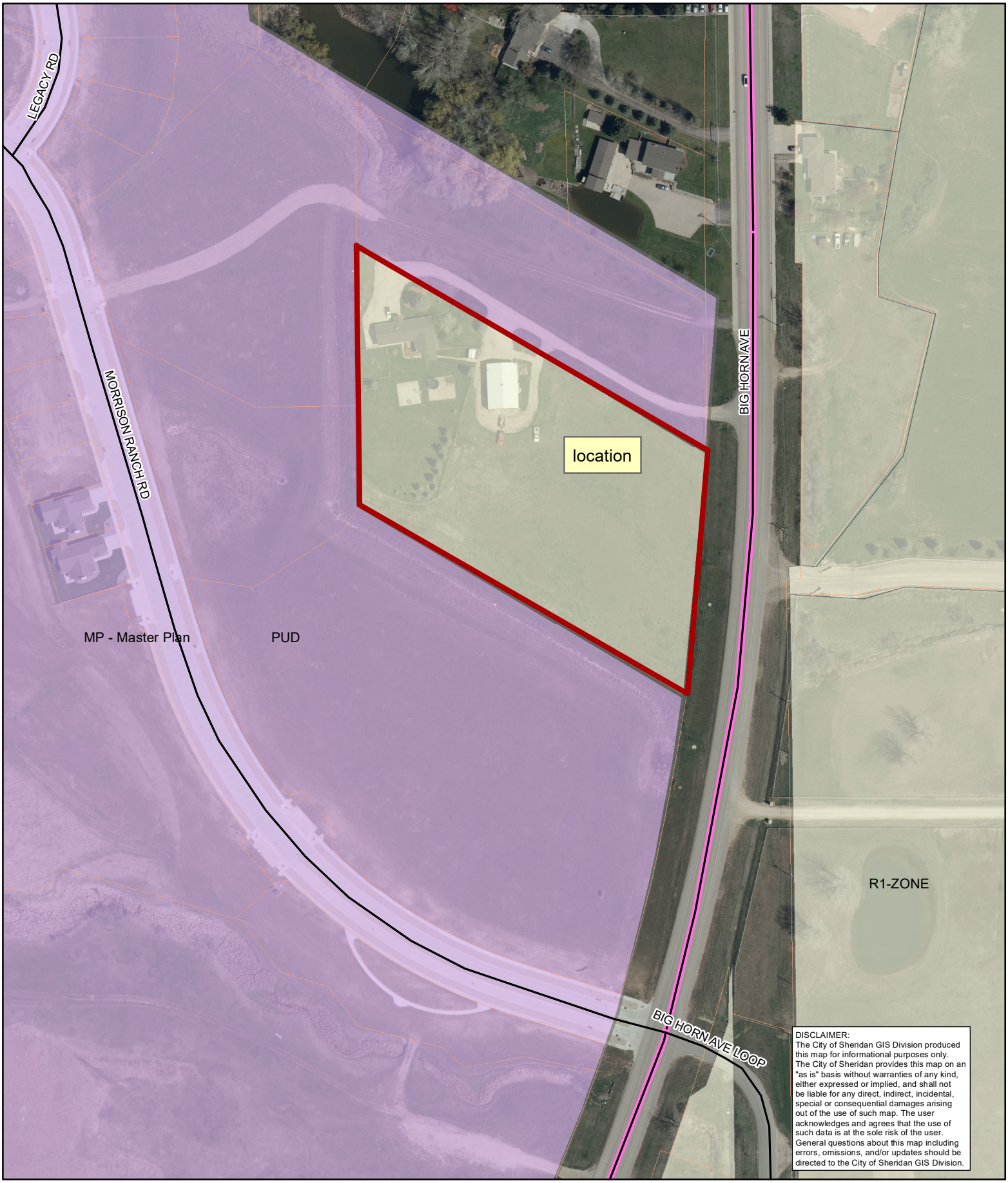
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**Attachments**

Aerial

Subdivision Plat

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CITY OF Sheridan WYOMING

# Wild Goose Subdivision

N

0 50 100 200 Feet

Name: sgoodman Date: 10/01/2020

# WILD GOOSE SUBDIVISION

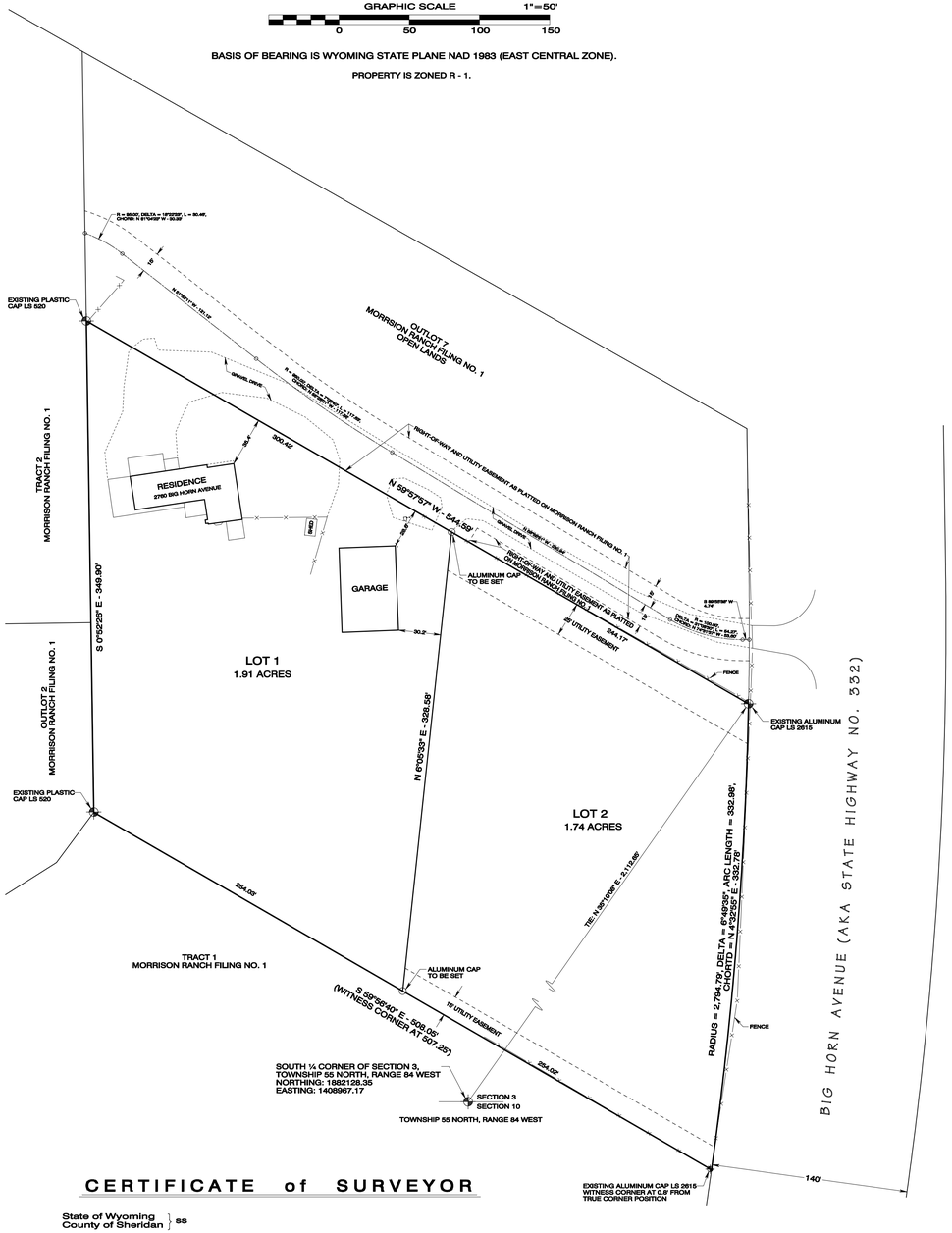
## DETAIL

GRAPHIC SCALE 1"=50'

0 50 100 150

BASIS OF BEARING IS WYOMING STATE PLANE NAD 1983 (EAST CENTRAL ZONE).

PROPERTY IS ZONED R - 1.




## CERTIFICATE of SURVEYOR

State of Wyoming } ss
County of Sheridan }

I, David L. Randall, of Sheridan, Wyoming do hereby certify that I am a duly registered Professional Engineer and Land Surveyor, licensed under the laws of the State of Wyoming, that this plat is a true, correct and complete plat of the Wild Goose Subdivision as laid out, platted, dedicated and shown hereon, that this plat was made from an accurate survey of said property conducted by me in July of 2020 and that this plat correctly shows the location and dimensions of all lots, easements and streets of said subdivision in compliance with the City of Sheridan regulations governing the subdivision of land.

Registration No. 3159 PE & LS

CIVIL ENGINEER and LAND SURVEYOR

## CERTIFICATE of OWNERS

Know all men by these presents that the undersigned, Donald Dean Cline and Christine K. Cline, Trustees of the Dean and Christine Cline Living Trust, dated November 13, 2009, being the owners of interest in the land shown on this plat, do hereby certify:

That the foregoing plat designated as Wild Goose Subdivision, being a Subdivision of a Tract of Land in the NW¼SE¼ of Section 3, Township 55 North, Range 84 West of the Sixth Principal Meridian in the City of Sheridan, Sheridan County, Wyoming, more particularly described as follows:

Beginning at a point which bears N 35°10'08" E a distance of 2,112.65 feet from the South ¼ Corner of said Section 3, thence N 59°57'57" W for a distance of 544.59 feet; thence S 0°52'26" E for a distance of 349.90 feet; thence S 59°46'40" E for a distance of 508.05 feet to a point on a non-tangent curve to the left; thence along said curve having a Radius of 2,794.79 feet, through a Central Angle of 6°49'35", and having an Arc Length of 332.98 feet, with a Chord bearing of N 4°32'55" E and Chord distance of 332.78 feet to the point of beginning, said tract containing 3.65 Acres.

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

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

Utility easements, as designated on this plat, are hereby dedicated to the City of Sheridan and its licensees for public use for the purpose of installing, repairing, reinstalling, replacing and maintaining sewers, water lines, gas lines, electric lines, telephone lines, cable TV lines and other froms and types of public utilities now or hereafter generally utilized by the public.

All rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released.

Executed this _____ day of _____, 2020, by:

DONALD DEAN CLINE (TRUSTEE) CHRISTINE K. CLINE (TRUSTEE)

State of Wyoming } ss
County of Sheridan }

On this _____ day of _____, 2020, before me personally appeared Donald Dean Cline and Christine K. Cline, Trustees of the Dean and Christine Cline Living Trust, dated November 13, 2009, to me personally known who, being duly sworn, do hereby acknowledge said instrument to be the free act and deed of the Dean and Christine Cline Living Trust, dated November 13, 2009.

NOTARY PUBLIC

My commission expires: _____.

## DIRECTOR of PUBLIC WORKS CERTIFICATE of APPROVAL

This plat has been prepared in accordance with the requirements and procedures outlined in the subdivision regulations of the City of Sheridan, Wyoming and certified this _____ day of _____, 2020 by the Director of Public Works of Sheridan, Wyoming.

DIRECTOR of PUBLIC WORKS

## CERTIFICATE of the CITY of SHERIDAN PLANNING COMMISSION

Reviewed by the City of Sheridan Planning Commission this _____ day of _____, 2020.

Attest: VICE-CHAIRMAN CHAIRMAN

## CITY of SHERIDAN CERTIFICATE of APPROVAL

Approved by the City Council of the City of Sheridan, Wyoming, this _____ day of _____, 2020.

Attest: CITY CLERK MAYOR

## CERTIFICATE of RECORDER

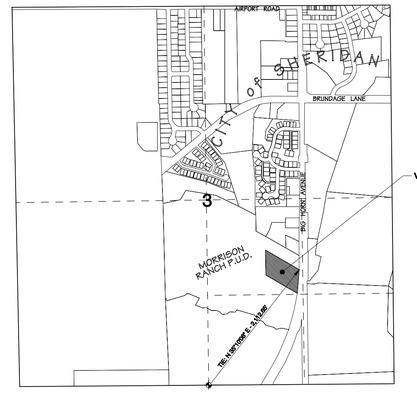
State of Wyoming } ss
County of Sheridan }

This plat was filed for record in the Office of the Clerk and Recorder at _____ O'Clock ___ M., this ___ day of _____, 2020, and is duly recorded in Book _____, Page No. ____.

COUNTY CLERK

## LOCATION

SCALE : 1" = 1000'




TOWNSHIP 55 NORTH, RANGE 84 WEST

N

PLAT
of the
# WILD GOOSE SUBDIVISION
situated in the
NW¼SE¼ of SECTION 3,
TOWNSHIP 55 NORTH, RANGE 84 WEST
of the
SIXTH PRINCIPAL MERIDIAN
in the
CITY of SHERIDAN
SHERIDAN COUNTY, WYOMING
for
DEAN and CHRISTINE CLINE LIVING TRUST,
DATED NOVEMBER 13, 2009
5015 YESNESS LANE
CASPER, WYOMING 82604

DRAWN BY REX RANDALL - SEPTEMBER 8, 2020
RANDALL ENGINEERING SURVEYS - SHERIDAN, WYOMING

# 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: | Discussion of Award for a One Ton Truck with Dump Bed for the Streets Division - Public Works Director Lane Thompson |
| From: | Lane Thompson, Public Works Director |
| To: | Mayor and Council |
| CC: | |
| Date: | 10/05/2020 |

**Recommendation:**

The City of Sheridan received sealed bids for a one ton truck with a dump bed through September 29, 2020. The bid opening took place on September 29. 2020. Staff recommends that the Mayor and City Council award the purchase of a one ton truck with dump bed to Fremont Motors of Casper, WY, the lowest qualified bid, in the amount of $43,485.00.

**Background:**

The purchase of this one ton truck with a dump bed was included in the Fleet Replacement Plan and has been previously budgeted.
Requests for bids were advertised September 18 - September 29. 2020, and the bid opening was held on September 29. 2020. The bid results were as follows:

- **Fremont Motors Casper - $43,485.00**
- Fremont Motors Casper - $46,598.00
- Fremont Motors Sheridan - $44,078.00
- Fremont Motors Sheridan - $47,191.00

**Funding:**

The purchase of this one ton truck with dump bed will be fully funded with Direct Distribution Funds for the Streets Fleet Replacement Budget.

**Attachments**

Bid Tabulation

# AWARD OF BIDS

## Street One Ton Truck with Dump Bed Sept. 29,2020

| Company | **Fremont Sheridan** | **Fremont Sheridan** | | |
|---|---|---|---|---|
| 5% Bid Bond | yes | yes | | |
| Bid Amount | $44078 Ford with Able Eq | $47191 Ford with Ameritech | | |
| Trade-in | na | na | na | na |

| Company | **Fremont Casper** | **Fremont Casper** | | |
|---|---|---|---|---|
| 5% Bid Bond | yes | yes | | |
| Bid Amount | $43485 Dodge with Able Eq | $46598 Dodge with Ameritech | | |
| Trade-in | na | na | na | na |

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***Treasurer***

## MEMORANDUM

| | |
|---|---|
| Project Name: | Discussion Regarding Contract Extension with First Interstate Bank - City Treasurer Karen Burtis |
| From: | Karen Burtis, City Treasurer |
| To: | Mayor and Council |
| CC: | |
| Date: | 09/30/2020 |

**Recommendation:**

Staff recommends that the City extend its contract with First Interstate Bank for another two years.

**Background:**

In 2017 the City sought proposals for banking services. A three-year contract was entered into with First Interstate Bank. The contract allows for two one-year extension at the end of the third year.