AGENDA
CITY OF SHERIDAN
JANUARY 9, 2023
STUDY SESSION COUNCIL MEETING START 5:30 P.M.

1. Discussion of Updated Purchasing Policies - City Treasurer Karen Burtis

2. Discussion of the Designation of FY22 General Fund Surplus as Cash Reserves - City Treasurer Karen Burtis

3. Discussion Regarding New Accounts Payable Technician Position - City Treasurer Karen Burtis

4. Discussion of ARPA Grant Resolutions and Priorities - Public Works Director Hanns Mercer

5. Discussion of Concurrence Award for Main Street Dow to Burkitt Project - Public Works Director Hanns Mercer

6. Discussion of PL-22-40, Resolution 02-23, Vacate 1,932.3 sq ft of the East-West Alley Adjacent to Lots 1-6, Located North of 835 and 845 Olive St - Community Development Director Wade Sanner

7. Discussion of PL-22-27, Resolution 03-23, Ali-Minor Subdivision - Community Development Director Wade Sanner

8. Discussion of Liquor License #1 Transfer of Ownership to The Pony Bar and Grill, Inc - 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:	Discussion of Updated Purchasing Policies - City Treasurer Karen Burtis
From:	Karen Burtis, City Treasurer
To:	Mayor and Council
CC:	
Date:	11/07/2022

Background:

The City first approved a Purchasing and Procurement Policy in 2019. Going forward, the Policy will be separate from the Procedure. The Policy will say what we do. The Procedure will explain how we will do it. By separating the two, it will allow staff the ability to quickly update the Procedure when needed.

The new Policy will:

1. Increase the Micro Purchase limit from $3,500 to $10,000 to match the federal limits, and as recommended by the auditors
2. Consolidate the Small Purchase 1 & 2 categories into one category with the limit raised to $35,000 and requiring three written quotes. This limit must be set by the governing body if it's less than the federal limit of $250,000
3. Change the Competitive Bid category to apply only to the purchase or lease of new automobiles and trucks. This follows state statute
4. Change the Competitive Proposal category to include Bids, Request for Proposals, or Request for Qualifications and to be required for all other purchases over $35,000.
5. Encourage purchases from local vendors, but will add a clause for a 5% preference to local or Wyoming vendors. This mirrors state statute.
6. Encourages the use of Cooperative Purchasing to facilitate purchases.
7. Allow the City Administrator, who is the Purchasing Agent, to delegate that authority, or parts of it, to the City Treasurer

In addition, we have a separate policy regarding federal purchases. According to federal regulations, any entity that receives federal funds must approve a purchasing policy regarding federal funds. The changes to this policy reflect changes previously made to the federal regulations.

Attachments

Current Purchasing Policy
Revised Purchasing Policy
Federal Procurement Policy

Purchasing and Procurement Policy

Table of Contents

Section	Title	Page
1	Purpose	1
2	Definitions	1
3	Tax Exempt Status	3
4	Use of Municipality Name	3
5	Original Contract Documents and Maintenance Agreement	3
6	Vehicle and Equipment Registration and/or Insurance	4
7	Asset Addition or Deletion	4
8	Electronic Requisition	4
9	Cooperative Purchasing	4
10	Petty Cash	4
11	Employee Reimbursements	5
12	Purchases from Employees or Agents of the City	5
13	Types of Procurement	5
14	Receiving of Supplies and Equipment	12
15	Purchasing Card	12
16	Governing Body Procedures	14
	Appendix A	15
	Attachments	16

Purchasing and Procurement Policy

The purpose of this policy is to establish procedures for an efficient, fiscally responsible purchasing system capable of providing daily service and support to all City departments and to assure the citizens that the City is receiving maximum value for each dollar spent. This Policy provides City of Sheridan employees a guideline to assure continuity and uniformity in purchasing practices to define the responsibilities of each employee. This Policy also provides guidelines for public works projects and items let by bid. While being fiscally responsible, employees are encouraged to purchase from local Sheridan businesses, per City of Sheridan Resolution 29-11, which is included as **Attachment A**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

l. “New Vehicle” means any motor vehicle that has had no previous owner and is still

covered by the manufacturer's warranty.

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

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

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

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

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

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

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

3. TAX EXEMPT STATUS

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

4. USE OF MUNICIPALITY NAME

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

5. ORIGINAL CONTRACT DOCUMENTS AND MAINTENANCE AGREEMENTS

5.1. All original contracts, excepting original maintenance agreements, will be kept with the

City Clerk's office. Copies may be kept by the appropriate departments.

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

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

6. VEHICLE AND EQUIPMENT REGISTRATION AND/OR INSURANCE

6.1. The City Clerk must be notified and given proper paperwork at least two (2) weeks prior to delivery of vehicles or equipment. Proper paperwork for registration includes a Certificate of Origin for out of state vendors, a Sales Tax Certification form for local vendors, and a Bill of Sale. Provided, Certificates of Origin and Title may not be available until payment is tendered and Bills of Sale may not be received until equipment is delivered.

6.2. The use of vehicles or equipment is prohibited until proof of insurance has been obtained by the City Clerk.

7. ASSET ADDITION OR DELETION

7.1. Any assets purchased with a value over $5,000 must be reported to the Treasurer's office on a New Asset Form (**Form FA-1**).

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

8. ELECTRONIC REQUISITION (eReq)

8.1. An eReq shall be used for all purchases. EReqs shall be completed either before the purchase is made (preferably) or as soon thereafter as possible, but prior to receipt of the supplies/equipment/services.

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

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

8.3. Exceptions

- Payments required for payroll
- Utility payments

9. COOPERATIVE PURCHASING

9.1. When two (2) or more entities join together to buy one (1) or more items, the venture is called cooperative or collective purchasing. The Treasurer shall approve the use of cooperative agreements bid by other governmental agencies, unless otherwise provided by this Policy. An example would be the City using a State of Wyoming bid for vehicles.

10. PETTY CASH

10.1. The Treasurer's Office has a petty cash fund. The petty cash funds shall be reconciled at least monthly.

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

10.3. A Petty Cash Voucher (**Form PC-1**) must be signed by the receiving individual and a receipt must accompany all payments out of petty cash.

11. EMPLOYEE REIMBURSEMENTS

11.1. Requirements

- Any purchases made by City employees where reimbursement will be requested are subject to Sections 12 and 13. It is the employee's responsibility to check the Purchasing Policy of the City before incurring any expense.
- It is preferable that any purchases made for City purposes be paid by the City directly to the vendor.
- Under no circumstances shall a City employee pay a contractor or consultant directly.

11.2. Reimbursement Request

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

12. PURCHASES FROM EMPLOYEES OF THE CITY

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

13. TYPES OF PROCUREMENT

13.1. General Information

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

13.2. Micro-purchase

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

13.3. Small purchase

- Small purchases are those relatively simple and informal procurement methods for

securing services, supplies, or other property that do not cost more than $35,000.

- Small purchases greater than $3,500 but not exceeding $10,000 require three (3) **verbal** quotes and approval by the Department Supervisor and Department Head.
- Small purchases greater than $10,000 but not exceeding $35,000 require three (3) **written** quotes and approval by the Department Supervisor, Department Head and Chief Procurement Officer. In addition, any written contract with the chosen vendor shall be signed by the Chief Procurement Officer.
- The purchase limit for small purchases applies to each purchase, regardless of funding.

13.4. Sealed Bids

A. Requirement

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

B. Specifications

- Detailed specifications shall be prepared by the Project Manager or Department Head and approved by the Department Head. These specifications shall become part of the Standard Bid Package **(Form SBP-1)**.
- Any restriction in the specifications that could be considered restrictive of competition is prohibited. They include, but are not limited to:
  - Placing unreasonable requirements on firms in order for them to qualify to do business
  - Requiring unnecessary experience and excessive bonding
  - Non-competitive pricing practices between firms or between affiliated companies
  - Non-competitive contacts to consultants that are on retainer contracts
  - Organizational conflicts of interest
  - Specifying only a brand name product instead allowing equal products to be offered. If the use of brand names is used it should be limited to expressing a minimum acceptable specification, in which case "or equivalent" shall follow the name brand, or when procurement of a particular brand name can be otherwise justified.
  - Any arbitrary action in the procurement process

C. Standard Bid Package

- The standard bid package can be accessed through the City's website or from the appropriate department.
- The standard bid package includes the following forms or documents:
  - Advertisement and Invitation to Bid
  - Instructions to Bidder
  - Bid Form/Contract

- Specifications
- General Instructions
- Bid Bond
- Performance Bond
- Notice of Award

- The standard bid package may include the following optional forms or documents:
  - Special Requirements
  - Trade-Ins
  - For non-federally funded public work projects, the 5% Wyoming bidder preference clauses; see W.S. § 16-6-102, W.S. § 16-6-104, W.S. § 16-6-105, W.S. § 16-6-106 and W.S. § 16-6-107.
  - For federally funded projects, the suspension and debarment statement.

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

E. Awarding the Bid/Notice of Award
- The Project Manager or Department Head will review the bids and put together a bid tabulation of all bidders and submitted bids.
- Prior to awarding, the City Attorney shall review all contracts.
- A public works contract shall be awarded to the responsible certified resident making the lowest bid if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible non-resident bidder; see W.S. § 16-6-102.
- The Project Manager or Department Head shall issue an award letter of recognition which shall be presented to the Governing Body for approval.
- The Governing Body shall award the bid at a scheduled Council meeting.
- The contract shall be executed by the Mayor and attested by the Clerk, or his/her designee and copies must be given to the City Clerk , the Treasurer, the consultant or vendor and the Department Head, if applicable
- The Project Manager or Department Head shall issue the Notice of Award to the successful bidder.

- The successful bidder shall furnish the performance guarantee within 30 days.

F. Advertisement for Final Payment
   - Before the City is to make the final payment on any contract for which a bond or other financial guarantee is required, the City shall publish once a week for three (3) consecutive weeks and also post in three (3) conspicuous places at the place of work, forty (40) days before the final payment, a notice that the contractor is entitled to final settlement and that the City will pay to the contractor the full amount due under the contract; see W.S. § 16-6-116.
   - No final payments shall be made to a contractor without a sworn statement from the contractor setting forth that all claims for material and labor performed under the contract have been paid and are paid for the entire period of time for which the final payment is to be made. If any claim for material and labor is disputed, the sworn statement shall so state and the amount claimed to be due the laborer shall be deducted from the final payment and retained by the City until the determination of the dispute, either by judicial action or consent of the parties, and then paid by the City to the persons found entitled thereto; see W.S. § 16-6-117.

13.5. Competitive Proposals (RFP or RFQ)

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

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

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

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

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

E. Selection Committee
   - A selection committee may be formed by the Department Head. The selection committee consists of at least three (3) members, but generally not more than five (5). Each member shall ensure that he or she has no possible conflict of interest that may influence the selection process.

F. Evaluation Factors
   - The selection committee shall select consultants or vendors on, but not limited to, the following criteria:
     - Experience and expertise of the company in the work needed
     - Qualifications of the company's personnel
     - Previous performance by the company
     - Knowledge about the project or equipment
     - Special product delivery requirements
     - Workload with other clients (if known)
     - Location (In-state or out-of-state consultant location cannot be a factor, but proximity to the project is an allowable factor)
     - Financial stability
     - Reputation
     - References
     - Cost
   - At the selection committee's option, additional factors may also be used.

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

after the selection is complete.

- For leases or projects that are not architectural or engineering related, fee proposals can be considered a part of the selection criteria.
- The City may interview, via phone, the top three (3) consultants or vendors.

H. Negotiations

- Negotiations may begin with the top-ranked vendor. At this time, final scope and cost will be discussed. The cost may be determined by the following:
  - Salary cost times a multiplier plus direct non-salary costs
  - Cost plus a fixed fee
  - Lump sum
  - Unit of work payment
  - Hourly rate with maximum fee
  - Or any other reasonable method of calculation
- If this is an architectural or engineering contract, please review the American Society of Civil Engineers (ASCE) Manual No# 45.
- If the contract cannot be successfully negotiated with the top-ranked vendor, negotiations should be terminated and the City should begin discussion with the next ranked vendor until a contract is negotiated. Staff shall only negotiate with one vendor at a time.

I. Awarding the Proposal

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

13.6. Non-Competitive Proposals

A. Non-Competitive proposals may be used only when one or more of the following circumstances apply:

- Single source
  - Single source procurement is when there is only one vendor who can provide the good or service.
  - Procurement without competition is authorized under limited conditions and subject to written justification documenting the conditions which preclude the use of a competitive process.
  - A requirement for a particular proprietary item (i.e., a brand name specification) does not justify single source procurement if there is more than one potential vendor for that good or service. Price is not a consideration to justify sole **s**ource procurement. In cases of reasonable doubt, competition should be solicited. The Department Head shall determine if the price is fair and reasonable.
  - The Department Head shall take reasonable steps to avoid using single source procurement except in circumstances where it is both necessary and

in the best interests of the City. The Department Head shall take action, whenever possible, to avoid the need to continue to procure the same supplies and/or services without competition.
    - The requesting department shall submit a memo to the Chief Procurement Officer of source justification along with any other pertinent information regarding the single source procurement; e.g. vendor quote, literature, etc.
    - The Chief Procurement Officer must approve all single source procurements unless such selection is required to be approved by the City Governing Body or otherwise allowed by this Policy
- Emergency purchase
    - An emergency purchase is a purchase that is essential to the life, health or convenience to the citizens of Sheridan. Examples of such emergencies may be a breakdown of the electrical system, water supply or critical vehicles.
    - When an emergency condition exists that prevents the use of a competitive procurement method, the City may conduct procurement on an emergency basis. Emergency procurements may be negotiated on a single source or limited competition basis as dictated by the circumstances surrounding the emergency.
    - Emergency procurements **do not** include:
        - Procurements that need to be rushed because of a failure to plan ahead
        - End of the fiscal year procurements
        - End of a grant/contract procurement
    - Authority to make Emergency Procurements
        - Approval by the Chief Procurement Officer, or his/her designee, shall be obtained prior to the procurement. In the event an emergency arises after normal working hours, the requesting department shall notify the Chief Procurement Officer as soon as reasonably possible.
        - The emergency procurement shall be limited to the procurement of only the types of items and quantities or time period sufficient to meet the immediate threat and shall not be used to meet long-term requirements.
    - Documentation
        - As soon as practicable, the Department Head shall prepare a written justification, to be approved by the Chief Procurement Officer, that sets forth the justification for the emergency procurement. The justification shall include the following:
            - the basis for the emergency procurement including the date the emergency first became known
            - a listing of the supplies and/or services procured
            - a description of the efforts made to ensure that proposals or offers were received from as many potential vendors as possible under the circumstances
            - the basis for the selection of the selected vendor
- Expressly authorized by Federal Agency or Pass-Through
- Inadequate competition

14. RECEIVING OF SUPPLIES AND EQUIPMENT

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

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

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

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

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

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

15. PURCHASING CARD

15.1. General Instructions

- The purpose of the purchasing card is to streamline and simplify the purchasing and payment process.
- All other aspects of this Purchasing Policy must be followed, specifically:
    - Section 3 - Tax Exemption
    - Section 8 - Electronic Requisition (eReq)
    - Section 12 - Purchases from Employees of the City
    - Section 13.1 - General Information
    - Section 13.2 - Micro-Purchases
    - Section 13.6 - Emergency Purchases
    - Section 14 - Receiving of Supplies and Equipment
- Purchasing cards may not be used to avoid or bypass appropriate purchasing policies and procedures.
- Individual purchases may not exceed the micro-purchase threshold, unless for an emergency purchase, as defined in Section 13.6.
- Purchases made with the purchasing card are for supplies and equipment, and travel related expenses only. Under no circumstances shall a City employee pay a contractor or consultant with a purchasing card.
    - Use of purchasing cards for meals is limited to travel outside of the City where at least one overnight stay will occur or when the meal is beneficial to the needs of the City.

- All mailed or delivered orders shall have the cardholder's name and department on the package.
- Any incentive program benefits derived by the use of purchasing cards shall be the property of the City. The Treasurer will determine the use of such incentive program benefits.
- The cardholder is the only person entitled to use the card and the card is not to be transferred to or allowed to be used by anyone other than the cardholder. The cardholder may make procurement transactions on behalf of others in their department, however, the cardholder is responsible for the validity of purchases made with their card and for obtaining the required receipts.
- Violations of this policy may result in loss of purchase card privileges and discipline up to and including termination.

15.2. Cardholder Eligibility

- In order to receive a purchasing card, a cardholder must:
  - Be a current full time or regular part time City of Sheridan employee
  - Receive the approval of their Department Head and the Treasurer
  - Attend a training session before receiving their purchasing card
  - Sign a Cardholder Agreement (**CCA-1**)

15.3. Limitations and Restrictions

- Restrictions may be placed on each individual card, as determined necessary by the employee's Department Head and the Treasurer. Restriction may include but are not limited to:
  - Monthly, daily and per transaction credit limits
  - Limits on number of transactions
  - Merchant category blocking

15.4. Unauthorized Purchases

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

15.5. Lost or Stolen Cards

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

16. GOVERNING BODY PROCEDURES:

16.1 Changes, Alterations and Waivers

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

16.2 Enforceability

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

Appendix A

Types of Procurement

	Micro-Purchase	Small Purchase 1	Small Purchase 2	Sealed Bids	Competitive Proposals	Non-Competitive Proposals
Limit	< $3,500	$3,500 - $10,000	$10,000 - $35,000	> $35,000	> $35,000	No limit
Purchase Type	Supplies Services	Supplies Equipment Services	Supplies Equipment Services	Construction Vehicles Equipment	Professional services Maintenance Leases	Construction Professional services Equipment Leases
Competition	None	3 verbal quotes	3 written quotes	Sealed bids	RFP/RFQ	None
1st Approval	Department Supervisor	Department Supervisor	Department Supervisor	Department Supervisor	Selection Committee	Chief Procurement Officer
2nd Approval	None	Department Head	Department Head	Department Head	None	
Final Approval		None	Chief Procurement Officer	Governing Body	Governing Body	

Attachment A

RESOLUTION 29 -11

A RESOLUTION to approve a "buy local" policy statement for the City of Sheridan.

WHEREAS, to ensure the City expends taxpayers funds in accordance with state statutes, and

WHEREAS, the City Council and staff are desirous of supporting the local economy wherever possible, and

WHEREAS, the City shall provide ample opportunity for local businesses to meet the supplies' requirements of the City, and

WHEREAS, City staff is reviewing and modifying the new purchasing policy for the City that emphasizes buying from local vendors whenever possible and centralizing the City's procedures while maximizing internal control.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SHERIDAN, WYOMING: City employees are expected to consider not only price but also service, delivery, and other factors that may weigh in favor of a local vendor over internet or out-of-town vendors. While the lowest price is sometimes the best bargain but the local service component should also be weighed in the purchase decision. The City shall endeavor to give sufficient notice to all firms when there are significant purchases of goods, services or opportunities to respond to a request for proposal or supply contract. City Employees making purchases should develop a list of local vendors supplying the type of good along with contact information to more readily provide notice by email of either significant purchase or of the opportunity to bid on small purchases on an annual supply contract basis.

PASSED, APPROVED AND ADOPTED this 17th day of October, 2011.

CITY OF SHERIDAN

John Bigelow, Council President

CITY OF SHERIDAN MUNICIPAL SEAL SHERIDAN COUNTY, WYOMING

Attest:

Scott Badley, City Clerk

Attachment B

CITY OF SHERIDAN

Resolution 23-17

A RESOLUTION ADOPTING THE CITY OF SHERIDAN PROCUREMENT WITH FEDERAL FUNDS POLICIES

WITNESSETH

WHEREAS, the City of Sheridan currently utilizes Federal monies to construct and acquire properties and improvements, and

WHEREAS, the City of Sheridan is required to have a Single Audit conducted annually on the Federal monies it receives, and

WHEREAS, the City of Sheridan must be in compliance with Federal Procurement Standards

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SHERIDAN, WYOMING,

That the Procurement with Federal Funds document attached hereto and made a part hereof is adopted as an integral part of the City of Sheridan's Procurement Policies.

PASSED, APPROVED AND ADOPTED THIS 19th day of June, 2017.

City of Sheridan

Roger Miller, Mayor

SEAL
Attest

Jim Harmon
Finance and Administrative Services Director

Purchasing Policy

Adopted

The City of Sheridan encourages good stewardship of financial resources while maintaining transparency to the public.

The City of Sheridan will adhere to W. S. § 15-1-113 when purchasing new vehicles and contracts for public improvements. Specifically, any new automobile or truck shall be bid regardless of cost. Contracts for public improvement, excluding contracts for professional services or where the primary purpose is emergency work or maintenance, shall be advertised for bid or for response if a request for proposal or qualification for construction manager agent, construction manager at risk or design-builder is used, if the estimated cost, including all related costs, exceeds a bid threshold of thirty-five thousand dollars ($35,000.00).

The City of Sheridan will refer to 2 CFR 200 when purchasing or procuring with Federal funds. In accordance with 2 CFR 200.320 (a)(2)(ii), the simplified acquisition threshold is set at $35,000.

The City of Sheridan belongs to various cooperative purchasing consortiums and staff are encouraged to purchase under those awards whenever practical.

Employees will be encouraged to purchase from local Sheridan County businesses or Wyoming businesses if there are no local businesses. To maintain fiscally responsibility, purchases from these businesses will be given preference as long as their quote or bid is no more than 5% higher than the lowest quote or bid.

All contracts awarded by the City Council as a result of competitive bids or proposals shall be signed by the Mayor or Mayor Pro Tem.

Charter Ordinance 2202 names the City Administrator as the Purchasing Agent for the City of Sheridan. The City Administrator may delegate this duty, or portions of it, to the City Treasurer.

Administration shall develop procedures to implement this policy and regularly review said procedures to ensure effective and efficient operations and adoption of best practices.

Types of Procurement

	Micro-Purchase	Small Purchase	Non-Competitive Proposals	Competitive Bids	Competitive Proposals
Limit	<= $10,000	>$10,000 - $35,000	No limit	No limit	> $35,000
Purchase Type	• Supplies • Equipment • Services	• Supplies • Equipment • Services	• Under Micro Purchase Threshold • Single Source (ie Proprietary) • Emergency • Authorized by Federal Agency • If, after attempting bids/RPFs, competition is inadequate	• Purchase or lease of **new** automobiles and trucks	• Public Improvement Contracts • Construction Manager • CMR • Design/Builder • Contracts for professional services • Maintenance • Supplies • Equipment
Competition	None	At least 2 quotes	None	Sealed bids	RFP/RFQ/Bid
Legal Reference	2 CFR 200.320	2 CFR 200.320	2 CFR 200.320	W.S. § 15-1-113	W.S. § 15-1-113 2 CFR 200.320
Authorized/ Awarded By	N/A	CA* when less than 2 quotes	CA*	CA* then Governing Body	CA* then Governing Body
Requisition 1st Approval	Department Supervisor	Department Supervisor	Department Supervisor	Department Supervisor	Department Supervisor
Requisition 2nd Approval	None	Department Head	Department Head	Department Head	Department Head
Requisition 3rd Approval	Purchasing Technician	Purchasing Technician	Purchasing Technician	Purchasing Technician	Purchasing Technician

* The City Administrator may delegate this to the City Treasurer.

CITY OF SHERIDAN

Resolution 23-17

A RESOLUTION ADOPTING THE CITY OF SHERIDAN PROCUREMENT WITH FEDERAL FUNDS P0LICIES

WITNESSETH

WHEREAS, the City of Sheridan currently utilizes Federal monies to construct and acquire properties and improvements, and

WHEREAS, the City of Sheridan is required to have a Single Audit conducted annually on the Federal monies it receives, and

WHEREAS, the City of Sheridan must be compliance with Federal Procurement Standards.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SHERIDAN, WYOMING,

That the Procurement with Federal Funds document attached hereto and made a part hereof is adopted as a integral part of the City of Sheridan's Procurement Policies.

PASSED, APPROVED AND ADOPTED THIS _19th__ day of June, 2017.

City of Sheridan

Roger Miller, Mayor

CITY OF SHERIDAN MUNICIPAL SEAL SHERIDAN COUNTY WYOMING Attest

Jim Harmon
Finance and Administrative Services Director

23-17

PROCUREMENT WITH FEDERAL FUNDS

Procurement Process - Federal Uniform Grant Guidance (2 CFR 200.320)

Purchases made with Federal funds must comply with applicable State of Wyoming Statutes and local procurement policies. Additionally, purchases must be compliance with the regulations outlined in Federal Uniform Grant Guidance (2 CFR 200.317 - .326). The Federal Procurement Standards section must be read and understood before obligating and funds for any procurement. All details of this policy and the Federal Procurement Standards section must be followed for all procurements.

- No employee, officer or agent of the City or subgrantee of the City shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of his immediate family, his or her partner, or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award. Neither the City's or nor any subgrantee's officers, employees or agents will solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. The penalty for violations of such standards by the City's or subgrantee's officers, employees or agents or by contractors or their agents may be disciplinary action toward the employee up to and including termination.

Uniform Grant Guidance Procurement requires five general standards to be followed:

1. Documented Policies and Procedures
2. Purchase must be necessary
3. Full and open competition
4. No conflict of interest
5. Document cost and price analysis (See Cost Principles section) and vender selection

BEFORE YOU MAKE A PURCHASE, DOCUMENT WHAT YOU ANTICIPATE IT MAY COST. THIS INFORMATION MAY COME FROM A PRIOR PURCHASE OR FROM WORK DONE TO ESTIMATE THE BUDGET.

Procurement Methods

(See Purchasing Policies and Procedures for detailed procedures for these procurement methods.)

SMALL PURCHASES: Purchases from $0-3,000.

VERBAL QUOTES: $3001-10,000

WRITTEN QUOTES: $10,001-$34,999

BIDS: $35,000 and up require the solicitation of a formal bid.

REQUESTS FOR PROPOSAL/COMPETITIVE PROPOSALS: $35,000 and up require requests for proposal or competitive sealed proposal process for those good, services and professional services which cannot because of the nature of the good or service cannot be bid.

SOLESOURCE: All purchases which can only be secured from a single source, including Emergency Purchases.

Cost and Price Analysis

For federally funded projects documentation of Cost and Price Analysis must be made. Price analysis would be used in evaluating small purchase and bid award. Cost Analysis would be used in all Request for Proposal situation and sole source and emergency purchase. (See Cost Principles section)

Procurement Standards Federal Uniform Grant Guidance

5 200.317 Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its nonfederal funds. The state will comply with 5 200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section 5 200.326 Contract provisions. All other non-Federal entities, including sub recipients of a state, will follow 55 200.318 General procurement standards through 200.326 Contract provisions.

5 200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c) (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non•Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an

unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j) (1) The non-Federal entity may use time and material type contracts only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and material type contract means a contract whose cost to a non-Federal entity is the sum

of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(1) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

5 200.319 Competition

(a) At procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product Instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and alt other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

5 200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed $3,000 (or $2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition

Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(l) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a

fixed price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors[t] qualifications ate evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved)

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement wilt not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

5 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance. as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

5 200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5 200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit

rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

5 200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the nonfederal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The nonfederal entity must make available upon request, for the Federal awarding agency or pass through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be

reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have jt5 system available for review.

5 200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond* is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

5 200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Required Contract Clauses

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity’s contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth

below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

    a. Standard: Contracts for more than the simplified acquisition threshold ($150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

    b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

    a. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, B.

    b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

    a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60- 1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, C.

    b. Key Definitions.

        (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines an assisted construction as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the

credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(1) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(2) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in

conspicuous places available to employees and applicants for employment.

(3) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(4) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(5) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(6) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland

Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**

b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland Anti Kickback Act - (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act.** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland Anti-Kickback Act

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R.

pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor

contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1)

through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

   a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of the funding agreement.

   b. If the FEMA award meets the definition of under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

   c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

   a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

      "Clean Air Act

      (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

      (2) The contractor agrees to report each violation to the (name

of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Securities' regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

c. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2

[hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an excluded party cannot receive a Federal grant award or a contract within the meaning of a covered transaction to include sub awards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and sub recipients. The key to the exclusion is whether there is a covered transaction which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and sub recipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally-required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

f. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a

requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.

c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal

contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site:

https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

> "Access to Records. The following access to records requirements apply to this contract:
>
> (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
>
> (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
>
> (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

> "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. The following provides a contract clause regarding no obligation by the Federal Government:

> "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts:

> "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

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 of the Designation of FY22 General Fund Surplus as Cash Reserves - City Treasurer Karen Burtis
From:	Karen Burtis, City Treasurer
To:	Mayor and Council
CC:	
Date:	12/30/2022

Recommendation:

Staff recommends designating $1,399,276.10 of the FY22 General Fund surplus as general cash reserves. This will bring the balance of the general cash reserve fund to $6,000,000, which will be 84% of this year's target amount.

Background:

The general cash reserve fund was created by Ordinance #1967 on April 18, 2005. It called for a reserve of 10% of the General Fund operating budget. On April 7, 2014, this amount was updated by Resolution #17-14 to call for six months of the annual General Fund expense. Each year, as the General Fund operating budget increases, so does the target amount of the Cash Reserves.

Discussion:

The FY23 General Fund budget is $14,278,100. Therefore, the target cash reserve is $7,139,050 at this time. The actual FY22 cash reserve, prior to closing the fiscal year, is $4,600,724. That leaves a balance of $2,538,326 to fund until the target is met, which will change as the General Fund budget continues to increase year to year.

Fiscal Year 22 ended with a surplus of over $2,000,000 in the General Fund. This is a reflection of actual revenues received less actual expenditures paid. Surpluses increase the overall fund balance account (equity account) of the Geneal Fund, whereas deficits decrease the overall fund balance. Simplistically, the fund balance account is like a savings account, however it is really a plugged number based on asset and liability balances.

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 New Accounts Payable Technician Position - City Treasurer Karen Burtis
From:	Karen Burtis, City Treasurer
To:	Mayor and Council
CC:	
Date:	12/30/2022

Recommendation:

Staff recommends approving a new Accounts Payable Technician position.

Background:

In 2008, the City downsized staffing due to economic conditions. At that time, the accounts payable and payroll positions were combined into one position. The same staff member has been doing both jobs since then. At the time of the consolidation, this person was only writing checks. Over time, additional duties have been taken on, such as reconciling and paying monthly payroll deductions, filing quarterly payroll reports, and preparing annual tax statements for employees and vendors. This person is very dedicated and for years has worked diligently to get the work done within the necessary timeframes. As a result, this person has had to forgo vacation time and has accumulated quite a bit of overtime. This person has recently indicated that they are burning out and unable to continue to work long hours with limited time off.

Discussion:

Splitting this person's duties back into two position will allow this person to accomplish their tasks without being constantly under pressure and working overtime. The new Accounts Payable position will be responsible for paying the City's bills twice a month. In addition, this person will also take on a new duty which is currently farmed out to a third party. Utility payments by check go to a lockbox in Seattle. We pay that company between $2,500 and $3,000 per month to process those payments. We will bring this function back in-house and use those funds to pay the new employee instead. Utility payments will come to City Hall and this new employee will be responsible for processing those payments that come through the mail.

Funding:

We pay the lockbox company approximately $31,000 per year. That funding will now be used to pay for a new employee. Depending on benefits, the cost of the new position could be as high as $44,000. The remaining balance will be covered by increased sales and property tax revenue.

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 ARPA Grant Resolutions and Priorities - Public Works Director Hanns Mercer
From:	Hanns Mercer, Public Works Director
To:	Mayor and Council
CC:	
Date:	12/27/2022

Recommendation:

Staff Reccomends Mayor and Council approve the following resolutions to submit a Loal Government Project ARPA Grant Application: 04-23 Sheridan Wastewater Treatment Plant Facility Components/Code Compliance Project, 05-23 Constrcution of the Fifth Street Career Development Center, 06-23 Sheridan Airport Water Transmission Main Project, and 07-23 Construction of the Northeast Transmission Main Extension Project.

Background:

The Sheridan Wastewater Treatment Plant Facility Project includes replacing the primary electrical service from Fort Road into the facility, installing a new transformer and new switch gear. Replacement of exhaust fans, intake louvers, air handling and heating equipment in various buildings to ensure adequate ventilation is available to maintain non-hazardous conditions. Removing the existing 40+ year old clarifier center support column and sludge scraper mechanism and replacing the mechanism with a new center column, scraper mechanism, motor drive and gear box unit. Major modifications to the raw sewage pump station (RSPS) to create an adjacent dry well style pump station with stairway access to the pumps, with new pumps, valves, piping, electrical motor control panels and variable speed drives. Only the existing RSPS wet well would remain part of the pump station upon completion. Installation of a second, identical dewatering press to both add capacity and provide redundancy to this critical part of the treatment process. It would also include upgrade of the undersized sludge pumps to both meet the capacity of the existing press and accommodate the added sludge dewatering capacity.
NOTE: The application for this project is being submitted for the first time.

The Fifth Street Career Center is a SCSD2 project being sponsored by the City. The center will expand local training space capacity to prepare youth and adults for occupations in agriculture and its support industries, culinary, healthcare and trades by constructing a 28,300 sq ft career development center with specialized classrooms and labs for occupational training. Existing facilities, other than two greenhouses, will be demolished and existing infrastructure used if possible.
NOTE: The application for this project is being submitted for the first time.

The Sheridan Airport Water Transmission Main will replace the existing water supply pipeline system in the eastern end of the city near the airport with a new transmission main that has failed multiple times in the past, is approaching the end of its life, and is in critical need of replacement.
NOTE: The application for this project has been previously submitted for Chapter 41 Water & Sewer ARPA Grants. This updated Resolution will allow for our previous application to be considered for the Chapter 42 Local Government Project ARPA Grant.

The Northeast Transmission Main Extension Project: The City contracted with an engineering firm in 2014 to prepare a report evaluating the City's ability to extend water and sanitary sewer services to the northeast area of Sheridan for the purpose of growth. This project would extend water and sewer services contemplated in this report. NOTE: The application for this project has been previously submitted for Chapter 41 Water & Sewer ARPA Grants. This updated Resolution will allow for our previous application to be considered for the Chapter 42 Local Government Project ARPA Grant.

Discussion:

All applications submitted for ARPA Grant consideration must be prioritized. Staff requests that Council prioritize the four projects for consideration.

Funding:

- Sheridan Airport Water Transmission Main funding:
  - Estimated Project Cost - $8,700,000
  - WWDC Grant - $3,102,000
  - City DWSRF Loan -$765,000
  - SAWS DWSRF - $765,000
  - Previously received ARPA Funds - $50,000
  - ARPA Grant Request - $2,720,000
- Northeast Transmission Main Extension funding:
  - Estimated Project Cost - $3,971,151
  - City of Sheridan Enterprise Funds - $1,310,479 (Cost Share 50/50)
  - WWDC has funded design, anticipated construction funding @ 67%
  - ARPA Grant request $3,335,766
- Sheridan Wastewater Treatment Plant Facility Components/Code Compliance Project funding:
  - Estimated Project Cost - $5,900,000
  - $4,300,000 ARPA Grant request
  - $1,600,000 SRF Loan
- SCSD#2 Fifth Street Career Development Center funding:
  - Estimated Project Cost - $15,690,613
  - $7,500,000 ARPA Grant request
  - $8,190,613 Fundraising Campaign

Attachments

Resolution 04-23

Resolution 05-23

Resolution 06-23

Resolution 07-23

CITY OF SHERIDAN
RESOLUTION 04-23

A RESOLUTION AUTHORIZING SUBMISSION OF A LOCAL GOVERNMENT PROJECT ARPA GRANTS APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY OF THE CITY OF SHERIDAN, WYOMING FOR THE PURPOSE OF: ***Sheridan Wastewater Treatment Plant Facility Components/Code Compliance Project ("The Project").***

WHEREAS, the Governing Body for the City of Sheridan, Wyoming desires to participate in the LOCAL GOVERNMENT PROJECT ARPA GRANT program to assist in financing this request; and

WHEREAS, the Governing Body of the City of Sheridan, Wyoming recognizes the need for the request; and

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

WHEREAS, if any of the disbursed grant funds are later deemed to not comply with the SLIB criteria or the criteria of the American Rescue Plan Act (ARPA), the grant applicant agrees to repay the ineligible grant funds within 15 days of such finding to the Office of State Lands and Investments.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SHERIDAN:

that a grant application in the amount of four million three hundred thousand and 00/100 dollars ($4,300,000) be submitted to the State Loan and Investment Board for consideration at the next Board meeting after application processing to assist in funding the Sheridan Wastewater Treatment Plant Facility Components/Code Compliance Project.

BE IT FURTHER RESOLVED:

that Hanns Mercer, P.E., Public Works Director is hereby designated as the authorized representative of the City of Sheridan, Wyoming to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED this 16th day of January, 2023.

City of Sheridan

_____
Richard Bridger, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

CITY OF SHERIDAN
RESOLUTION 05-23

A RESOLUTION AUTHORIZING SUBMISSION OF A LOCAL GOVERNMENT PROJECT ARPA GRANTS APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY OF THE CITY OF SHERIDAN, WYOMING FOR THE PURPOSE OF: ***Construction of the Fifth Street Career Development Center, which will help mitigate the workforce shortage caused by COVID and continued workforce shortage in targeted occupations. It will expand local training space capacity to prepare youth and adults for occupations in agriculture and its support industries, culinary, and healthcare. SCSD2 will expand its enrollment in these occupations which are in demand by local employers and will provide training space for industry and other local trainers including Sheridan College.***

WHEREAS, the Governing Body for the City of Sheridan, Wyoming desires to participate in the LOCAL GOVERNMENT PROJECT ARPA GRANT program to assist in financing this request; and

WHEREAS, the Governing Body of the City of Sheridan, Wyoming recognizes the need for the request; and

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

WHEREAS, if any of the disbursed grant funds are later deemed to not comply with the SLIB criteria or the criteria of the American Rescue Plan Act (ARPA), the grant applicant agrees to repay the ineligible grant funds within 15 days of such finding to the Office of State Lands and Investments.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SHERIDAN:

that a grant application in the amount of seven million and 00/100 dollars ($7,500,000) be submitted to the State Loan and Investment Board for consideration at the next Board meeting after application processing to assist in funding the Fifth Street Career Development Center.

BE IT FURTHER RESOLVED:

that Hanns Mercer, P.E., Public Works Director, is hereby designated as the authorized representative of the City of Sheridan, Wyoming to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED this 16th day of January, 2023.

City of Sheridan

_____
Richard Bridger, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

CITY OF SHERIDAN
RESOLUTION 06-23

A RESOLUTION AUTHORIZING SUBMISSION OF A LOCAL GOVERNMENT PROJECT ARPA GRANTS APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE CITY OF SHERIDAN, WYOMING FOR THE PURPOSE OF: ***Replacing an existing water transmission main, totaling 3.3 miles in length and commonly referred to as the Sheridan Airport Water Transmission Main Project ("The Project").***

WHEREAS, The Governing Body for the City of Sheridan, Wyoming desires to participate in the LOCAL GOVERNMENT PROJECT ARPA GRANT program to assist in financing this request; and

WHEREAS, the Governing Body of the City of Sheridan, Wyoming recognizes the need for the request; and

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

WHEREAS, if any of the disbursed grant funds are later deemed to not comply with the SLIB criteria or the criteria of the American Rescue Plan Act (ARPA), the grant applicant agrees to repay the ineligible grant funds within 15 days of such finding to the Office of State Lands and Investments.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SHERIDAN:

that a grant application in the amount of two million, seven hundred and twenty thousand and 00/100 dollars ($2,720,000) be submitted to the State Loan and Investment Board for consideration at the next Board meeting after application processing to assist in funding the Sheridan Airport Water Transmission Main Project.

BE IT FURTHER RESOLVED:

that Hanns Mercer, P.E., Public Works Director, is hereby designated as the authorized representative of the City of Sheridan, Wyoming to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED this 16th day of January, 2023.

City of Sheridan

_____
Richard Bridger, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

CITY OF SHERIDAN
RESOLUTION 07-23

A RESOLUTION AUTHORIZING SUBMISSION OF A LOAL GOVERNMENT PROJECT ARPA GRANTS APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE CITY OF SHERIDAN, WYOMING FOR THE PURPOSE OF: ***Construction of the Northeast Transmission Main Extension Project, ("The Project").***

WHEREAS, the Governing Body for the City of Sheridan, Wyoming desires to participate in the LOCAL GOVERNMENT PROJECT ARPA GRANT program to assist in financing this request; and

WHEREAS, the Governing Body of the City of Sheridan, Wyoming recognizes the need for the request; and

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

WHEREAS, if any of the disbursed grant funds are later deemed to not comply with the SLIB criteria or the criteria of the American Rescue Plan Act (ARPA), the grant applicant agrees to repay the ineligible grant funds within 15 days of such finding to the Office of State Lands and Investments.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SHERIDAN:

that a grant application in the amount of three million, three hundred thirty-five thousand, seven hundred sixty-six and 84/100 dollars ($3,335,766.84) be submitted to the State Loan and Investment Board for consideration at the next Board meeting after application processing to assist in funding the Construction of the Northeast Transmission Main Extension Project.

BE IT FURTHER RESOLVED:

that Hanns Mercer, P.E., Public Works Director, is hereby designated as the authorized representative of the City of Sheridan, Wyoming to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED this 16th day of January, 2023.

City of Sheridan

_____
Richard Bridger, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

Project Name:	Discussion of Concurrence Award for Main Street Dow to Burkitt Project - Public Works Director Hanns Mercer
From:	Hanns Mercer, Public Works Director
To:	Mayor and Council
CC:	
Date:	12/12/2022

Recommendation:

Staff recommends that Mayor and City Council approve the concurrence award through WYDOT for the Main Street Dow to Burkitt Project.

Staff request that the Mayor and City Council authorize the Public Works Director, Hanns Mercer, to act on behalf of the Council and Mayor on all matters related to this project.

Background:

One bid was received for this project, submitted from Oftedal Construction, Inc. for the amount of $17,955,415.50. The City's responsibility is $11,156,903.00.

Discussion:

An existing agreement between WYDOT and the City of Sheridan for the design and construction of Main Street Dow to Burkitt was approved June 30, 2020.

The Wyoming Department of Transportation (WYDOT) is scheduled to resurface approximately 0.5 miles (8 city blocks) of Main Street from Dow Street to Burkitt Street in downtown Sheridan during years 2023-2024. The original concrete surfacing was placed in 1970 and in 2003 diamond grinding was utilized to extend the design life of the surfacing. As part of the 2003 project, curb and gutter, sidewalks, street lighting, and streetscape enhancements were upgraded. At the time of construction, the surfacing will be 10 years beyond its extended design life.

As part of the project, the City has elected to partner with WYDOT and use this opportunity to upgrade the aging utility infrastructure, most of which was in place long before 1970, under the Main Street surfacing. The utility upgrades include the following:

- Installation of approximately 6,000 feet of 12-inch potable water main and replacement of existing services from Dow Street to Burkitt Street.
- Replacing approximately 1,500 feet of 15-inch vitrified clay sanitary sewer main from Dow Street to Smith Alley with PVC to decrease current infiltration and future maintenance.
- Replacing approximately 1,000 lineal feet of storm drain from Dow Street to Mandell Street to increase capacity and combine flows from four untreated outfalls to an existing stormceptor.

Funding:

- Previously allocated CAP Tax Funds - $534,000
- CAP Tax FY23 - $1,500,000
- CAP Tax FY24 - $500,000
- Previously received ARPA funds - $50,000
- State Revolving Fund - $5,700,000
- Water & Sewer ARPA Grant - $2,840,000

Total: $11.124M

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 of PL-22-40, Resolution 02-23, Vacate 1,932.3 sq ft of the East-West Alley Adjacent to Lots 1-6, Located North of 835 and 845 Olive St - Community Development Director Wade Sanner
From:	Wade Sanner, Community Development Director
To:	Mayor and Council
CC:	
Date:	01/09/2023

Recommendation:

Discussion of PL-22-40, Resolution 02-23. The applicants, Colt Lasco, Rex J. Randall, Mark A. Peacock, Austin M. Peacock, Daniel Lehman and Lorraine Lehman, are requesting to vacate 1,932.3 sq ft of the east-west alley adjacent to lots 1 through 6, Block 18 Coffeen's Second Addition. Zoned R-2 Residence District. Located north of 835 and 845 Olive St.

Background:

The applicants, Colt Lasco, Rex J. Randall, Mark A. Peacock, Austin M. Peacock, Daniel Lehman, and Lorraine Lehman, are requesting to vacate 1,923.3 square feet of the east/west alley right-of-way located north of 835 and 845 Olive Street of Block 18 of Coffeen's Second Addition Subdivision.

The proposed alley to be vacated runs east/west is adjacent to the south of properties addressed as: 840 Park Street, 842 Park Street, and 850 Park Street, and adjacent to the north of properties addressed as: 835 Olive Street and 845 Olive Street.

Block 18 of Coffeen's Second Addition Subdivision contains a "T"-shaped 15-foot wide alley that runs north and south between the adjacent lots. In addition, approximately mid-alley, the east/west portion of the alley extends from the east to Carrington Street as a 15-foot right-of-way between lots 1-6. This is the portion proposed to be vacated. Surrounding properties include single-family homes zoned R-2. The adjacent property owners are proposing to vacate the existing alley to be incorporated into the adjacent properties. The alley is not improved, is overgrown, and contains a detached garage. The existing utility easement will remain in place for the overhead powerline.

Nearest neighbor letters were sent to property owners within a 300-foot radius. Staff has received no comments or inquiries at the time of writing this staff report. Affected entity letters have been sent 30 days prior to the application, 2 affected entities have sent letters in support of the proposed vacation.

Discussion:

Per Appendix B, Section 205 of the Sheridan Municipal Code:

A. Any plat may be vacated by the owners or proprietors thereof at any time before the sale of any lots, or before the subdivider has made substantial improvements in the subdivision, by submitting a copy of the plat to the Planning Commission, along with a written request for the vacation. In cases where lots have been sold, the written request shall be by all the owners of lots within the portion of the plat proposed to be vacated. The City Council shall approve or disapprove the vacation. The recording of an instrument vacating the plat shall operate to destroy the force and effect of the recording of the original plat and to divest all public rights in the streets, alleys, commons and public grounds laid out or described in such a plat.

B. Public rights-of-way or public easements which were dedicated under the provisions of these regulations, or laid out under any prior law of the State of Wyoming regulating plats, may be altered or vacated by resolution of the City Council, or in the case of an administrative replat, by action of the Public Works Director following a public hearing for which public notice has been given in a newspaper of general circulation at least seven days prior to the hearing.

C. Prior to consideration of any request to vacate or alter any platted public right-of-way or easement, the owner(s) of the land encumbered thereby must provide proof that all grantees having interest in the right-of-way/easement, including public and private utilities, have been notified twice in writing via certified mail of the owner's request to vacate or alter the easement. The first notification must occur at least thirty calendar days prior to any action by the City Council or Public Works Director. Alteration or vacation of the public right-of-way/easements may be considered as part of the subdivision application.

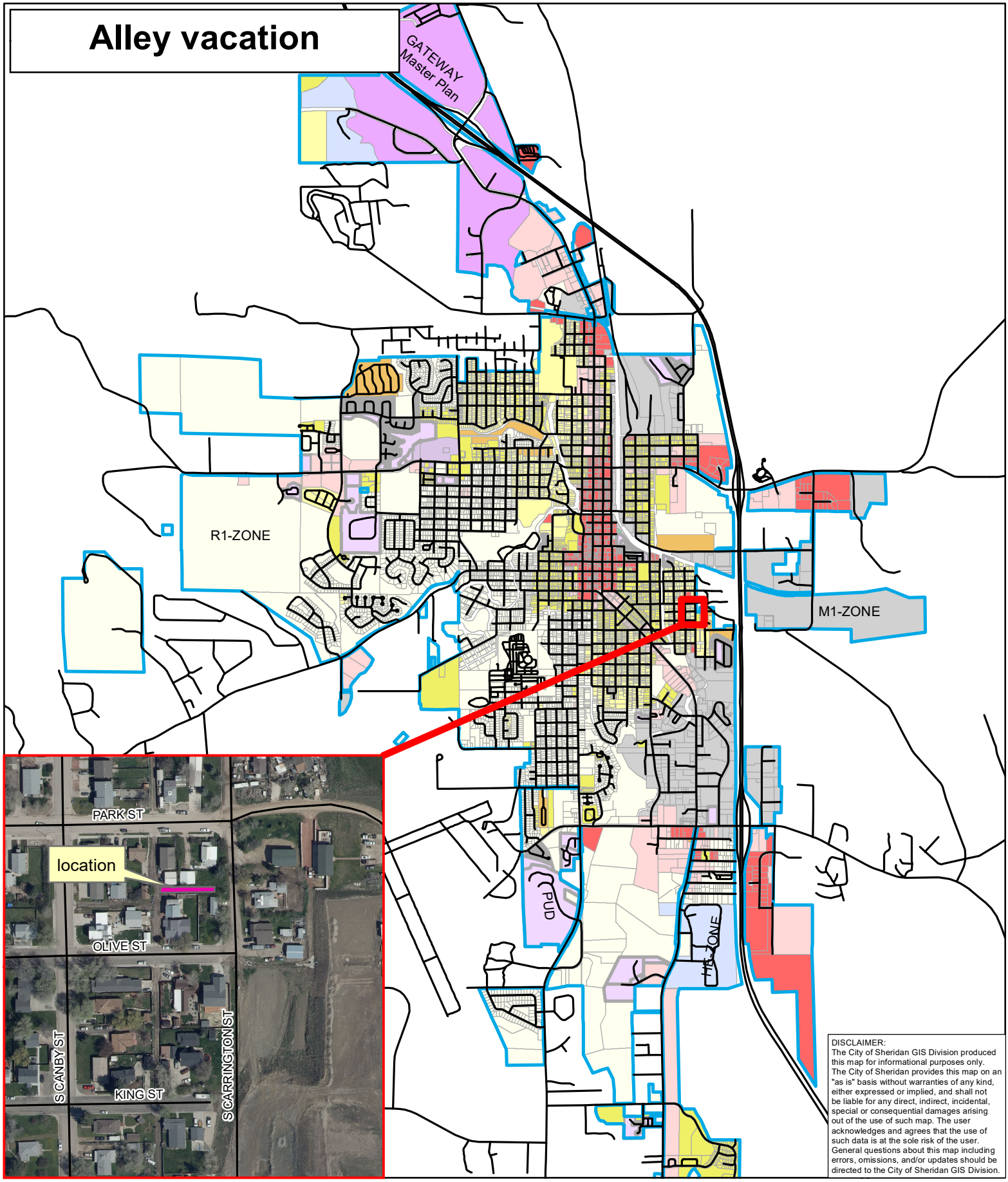
D. Any part of a plat may be vacated provided such vacating does not abridge or destroy any of the rights and privileges of other proprietors in said plat; and provided, further, that nothing contained in this section shall authorize the closing or obstruction of any public highways. The request for vacation shall be made by all the owners of lots within that portion of the plat sought to be vacated.

E. When any streets and alleys are vacated, the area vacated shall be conveyed to all lots or parcels adjacent to the street or alley being vacated in equal proportions or as prescribed by the petitioners. When public grounds are vacated, the area vacated shall be disposed of in accordance with Wyoming Statutes.

Attachments

Aerial
Vacation Petition
Vacation Exhibit
Vacation Letter I
Vacation Letter II
Resolution

Alley vacation



DISCLAIMER:
The City of Sheridan GIS Division produced this map for informational purposes only. The City of Sheridan provides this map on an "as is" basis without warranties of any kind, either expressed or implied, and shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of such map. The user acknowledges and agrees that the use of such data is at the sole risk of the user. General questions about this map including errors, omissions, and/or updates should be directed to the City of Sheridan GIS Division.

CITY OF Sheridan WYOMING

Legend

- Roads
- City of Sheridan Boundary
- R1 - Residence District
- R2 - Residence District
- R3 - Residence District
- R4 - Residence District
- B1 - Business District
- B2 - Business District
- M1 - Industrial District
- MA - Medical Arts District
- HE - Higher Education District
- RUCA - Restricted Use Control Area
- PUD - Planned Unit Development
- GATEWAY - Gateway District

N

0 0.275 0.55 1.1 Miles

Name: sgoodman

Date: 11/21/2022

PETITION FOR RIGHT-OF-WAY VACATION

TO THE CITY COUNCIL OF THE CITY OF SHERIDAN, WYOMING:

Pursuant to the provisions of Sheridan City Code Appendix B§ 205, and applicable state statutes, the undersigned landowner(s) respectfully petition and show the City Council as follows:

1. This is a petition for the vacation of right-of-way within the city limits of Sheridan, Wyoming, having a legal description as follows:

   THE EAST-WEST ALLEY ADJACENT TO LOTS 1 THROUGH 6, BLOCK 18, COFFEEN'S SECOND ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, WYOMING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

   BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 1, 2 AND 3 ON A BEARING OF N 89°05'14" E A DISTANCE OF 120.89 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE S 0°05'02" E A DISTANCE OF 16.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE ALONG THE NORTH LINE OF SAID LOTS 4, 5 AND 6 ON A BEARING OF S 89°05'14" W A DISTANCE OF 120.65 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE N 0°54'56" W A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

   SAID TRACT CONTAINS 1932.3 SQUARE FEET, MORE OR LESS.

2. **Colt Lasco, Rex J. Randall, Mark A. and Austin M. Peacock, and Daniel and Lorraine Lehman** are the owners of abutting property who have signed this petition for vacation.

3. A survey of the area sought to be vacated is attached hereto and made a part hereof.

4. The petitioners certify that they represent a majority of the property owners, owning a majority of the property abutting the right-of-way to be vacated.

5. Petitioners hereby request that said lands be vacated for the following reason(s):

   The alley has not been utilized as a traveled way for at least 50 years. The block has a North-South alley and an additional East-West alley to the West in Block 18 of Coffeen's Second Addition Amended Plat that doesn't line-up with the proposed alley to be vacated.These alleys provide ample access for garbage pickup and other uses. The existing and future utilities in the alley proposed to be vacated will remain under general utility easements. The adjacent land owners would like the additional area to be fenced and maintained as they see fit. Vacating the alley would also put the area back onto the tax rolls generating additional revenue for the City and the County.

Therefore, Petitioners pray said right-or-way be vacated pursuant to and in accordance with the applicable Wyoming Statutes and City Ordinances after proper notice and public hearing.

Dated this 5th day of November, 2022.

Signed by the Petitioners:

Colt Lasco

Rex J. Randall

Mark A. Peacock

Austin M. Peacock

Daniel Lehman

Lorraine Lehman

STATE OF Wyoming)
) ss
COUNTY OF Sheridan)

The above and foregoing was subscribed, sworn to, and acknowledged before me by _____ this 5 day of November, 2022.

Colt Lasco
Rex J. Randall
Mark A. & Austin M. Peacock
Daniel & Lorraine Lehman

Korkie R. Knudtson
Notary Public

My Commission Expires: 11/19/2027

KORKIE R. KNUDTSON
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166302
MY COMMISSION EXPIRES: 11/19/2027

ROW/Public Easement Vacation Submittal Checklist

Description: Vacation of right-of-way or other public easement is the process by which the city (public) releases ownership or right to use property, and conveys that ownership or right to private property owners.

A vacation application can be found at sheridanwy.viewpointcloud.com/

Submittal Items:

- ☐ An executed (signed and notarized) petition requesting vacation.
- ☐ A $150 application review fee
- ☐ List of all impacted parties (including public and private utilities) in electronic format for notification purposes. Staff will notify impacted parties twice, with the first notice at least 30 days prior to any proposed hearing or administrative action.
- ☐ For initial review, a vacation exhibit prepared by a licensed surveyor showing the following information:
    1. A written legal description
    2. Boundaries of the area to be vacated, drawn to scale, and showing all bearings and distances.
    3. Courthouse recording information for the plat or instrument that established the ROW or public easement.
    4. Existing structures on property impacted by the easement or abutting the ROW to be vacated.
    5. Title, scale, scale bar, north arrow, name and address of petitioners, name and address of preparer along with surveyor's signature and seal (licensed within the State of Wyoming)
- ☐ An additional 3 copies of the petition and exhibit for Planning Commission packets.
- ☐ Evidence by deed or other staff approved documentation, that the applicant is the record owner of the property with the easement or an adjacent owner of the ROW to be vacated.
- ☐ Evidence that all impacted parties (including public and private utilities) have been notified twice in writing via certified mail, with the first notice being at least 30 days prior to any proposed hearing.
- ☐ Other documents that may be determined as part of the pre-application meeting, or staff review.

Post Approval/Plat Filing Items:

- ☐ Final copy of vacation exhibit
- ☐ $75 Filing fee + $2 per square foot of ROW vacated.

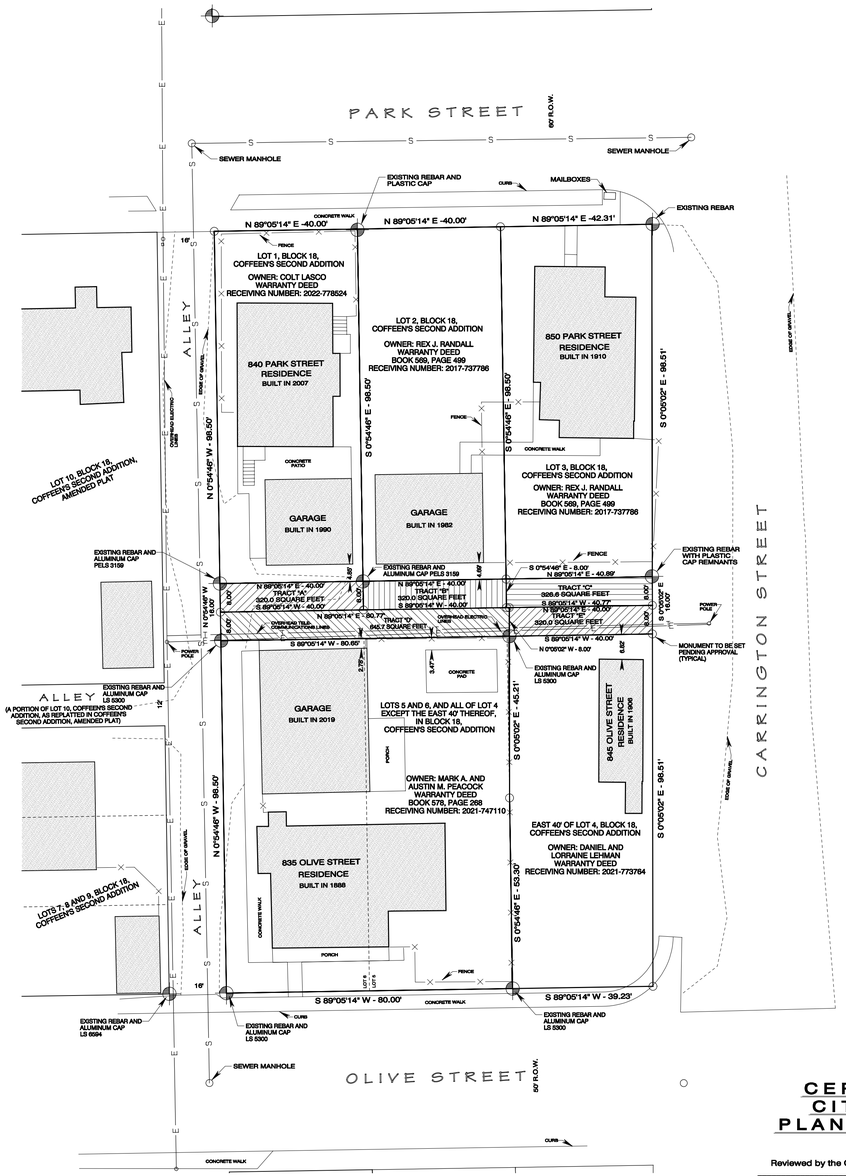
DETAIL

GRAPHIC SCALE 1"=20'

0 20 40 60

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

PROPERTIES ARE ZONED R - 2.



ALLEY VACATION DESCRIPTION

THE EAST-WEST ALLEY ADJACENT TO LOTS 1 THROUGH 6, BLOCK 18, COFFEEN'S SECOND ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, WYOMING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 1, 2 AND 3, ON A BEARING OF N 89°05'14" E A DISTANCE OF 120.89 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE S 0°05'02" E A DISTANCE OF 16.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE ALONG THE NORTH LINE OF SAID LOTS 4, 5 AND 6 ON A BEARING OF S 89°05'14" W A DISTANCE OF 120.65 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE N 0°54'56" W A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1932.3 SQUARE FEET, MORE OR LESS.

TRACT "A" DESCRIPTION

THE NORTH ½ OF THE EAST-WEST ALLEY ADJACENT TO LOT 1, BLOCK 18, COFFEEN'S SECOND ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, WYOMING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 1 ON A BEARING OF N 89°05'14" E A DISTANCE OF 40.00 FEET; THENCE S 0°54'46" E A DISTANCE OF 8.00 FEET; THENCE S 89°05'14" W A DISTANCE OF 40.00 FEET; THENCE N 0°54'46" W A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 320.0 SQUARE FEET, MORE OR LESS.

TRACT "B" DESCRIPTION

THE NORTH ½ OF THE ALLEY ADJACENT TO LOT 2, BLOCK 18, COFFEEN'S SECOND ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, WYOMING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 2 ON A BEARING OF N 89°05'14" E A DISTANCE OF 40.00 FEET; THENCE S 0°54'46" E A DISTANCE OF 8.00 FEET; THENCE S 89°05'14" W A DISTANCE OF 40.00 FEET; THENCE N 0°54'46" W A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 320.0 SQUARE FEET, MORE OR LESS.

TRACT "C" DESCRIPTION

THE NORTH ½ OF THE ALLEY ADJACENT TO LOT 3, BLOCK 18, COFFEEN'S SECOND ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, WYOMING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 3 ON A BEARING OF N 89°05'14" E A DISTANCE OF 40.89 FEET; THENCE S 0°06'02" A DISTANCE OF 8.00 FEET; THENCE N 89°05'14" W A DISTANCE OF 40.77 FEET; THENCE N 0°54'46" W A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 326.6 SQUARE FEET, MORE OR LESS.

TRACT "D" DESCRIPTION

THE SOUTH ½ OF THE EAST-WEST ALLEY ADJACENT TO LOTS 5 AND 6, AND LOT 4 EXCEPT THE EAST 40' THEREOF, IN BLOCK 18, COFFEEN'S SECOND ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, WYOMING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6; THENCE N 0°54'46" W A DISTANCE OF 8.00 FEET; THENCE N 89°05'14" E A DISTANCE OF 80.77 FEET; THENCE S 0°05'02" E A DISTANCE OF 8.00 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID LOT 4; THENCE ALONG THE NORTH BOUNDARY OF SAID LOTS 4, 5 AND 6 ON A BEARING OF S 89°05'14" W A DISTANCE OF 80.65 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 645.7 SQUARE FEET, MORE OR LESS.

TRACT "E" DESCRIPTION

THE SOUTH ½ OF THE ALLEY ADJACENT TO THE EAST 40 FEET OF LOT 4, BLOCK 18, COFFEEN'S SECOND ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, WYOMING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 4 ON A BEARING OF S 89°05'14" W A DISTANCE OF 40.00 FEET; THENCE N 0°05'12" W A DISTANCE OF 8.00 FEET; THENCE N 89°05'14" E A DISTANCE OF 40.00 FEET; THENCE S 0°05'02" E A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 320.0 SQUARE FEET, MORE OR LESS.

CERTIFICATE of SURVEYOR

State of Wyoming } ss
County of Sheridan }

I, David L. Randall, of Sheridan, Wyoming being a duly registered Professional Engineer and Land Surveyor in the State of Wyoming do hereby certify that this map was made from field notes of an actual survey performed by me or under my direct supervision in September and October of 2022 and that this map correctly represents all of the data shown hereon.

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 _____, 2022.

Attest: VICE-CHAIRMAN — CHAIRMAN

CITY of SHERIDAN CERTIFICATE of APPROVAL

Approved by the City Council of the City of Sheridan, Wyoming, this _____ day of _____, 2022.

Attest: CITY CLERK — MAYOR

CERTIFICATE of OWNERS

The undersigned owners, being Colt Lasco (840 Park Street), Rex J. Randall (850 Park Street), Mark A. and Austin M. Peacock (835 Olive Street), and Daniel and Lorraine Lehman (845 Olive Street), do hereby certify that they are the owners of properties lying adjacent to and contiguous with the lands subject to the petition to vacate public right-of-way in the City of Sheridan, Wyoming;

That the undersigned owners hereby aknowledge that this map and accompanying petition to vacate public right-of-way in the City of Sheridan, Wyoming, are being submitted to the City of Sheridan City Council for approval and was prepared with the free consent and in accordance with the desires of the undersigned owners.

That the lands petitioned to be vacated will maintain utility easements for the public use for the purpose of installing, repairing, reinstalling, replacing and maintaining sewer lines, water lines, gas lines, electric lines, telecommunications lines, cable TV lines and other froms and types of public utilities now or hereafter generally utilized by the public.

Executed by:

Colt Lasco (Owner of 840 Park Street)

COLT LASCO, OWNER OF 840 PARK STREET

State of Wyoming } ss
County of Sheridan }

The foregoing instrument was acknowledged before me by Colt Lasco on this ____ day of _____, 2022.

NOTARY PUBLIC

My commission expires: _____ .

Rex J. Randall (Owner of 850 Park Street)

REX J. RANDALL, OWNER OF 850 PARK STREET

State of Wyoming } ss
County of Sheridan }

The foregoing instrument was acknowledged before me by Rex J. Randall on this ____ day of _____, 2022.

NOTARY PUBLIC

My commission expires: _____ .

Mark A. and Austin M. Peacock (Owners of 835 Olive Street)

MARK A. PEACOCK, OWNER OF 835 OLIVE STREET — AUSTIN M. PEACOCK, OWNER OF 835 OLIVE STREET

State of Wyoming } ss
County of Sheridan }

The foregoing instrument was acknowledged before me by Mark A. and Austin M. Peacock on this ____ day of _____, 2022.

NOTARY PUBLIC

My commission expires: _____ .

Daniel and Lorraine Lehman (Owners of 845 Olive Street)

DANIEL LEHMAN, OWNER OF 845 OLIVE STREET — LORRAINE LEHMAN, OWNER OF 845 OLIVE STREET

State of Wyoming } ss
County of Sheridan }

The foregoing instrument was acknowledged before me by Daniel and Lorraine Lehman on this ____ day of _____, 2022.

NOTARY PUBLIC

My commission expires: _____ .

DIRECTOR of PUBLIC WORKS CERTIFICATE of APPROVAL

This map and accompanying petition for vacation have been prepared in accordance with the requirements and procedures outlined by the City of Sheridan, Wyoming and certified this ____ day of _____, 2022 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 _____, 2022, and is duly recorded in Book _____, Page No. ___ .
Receiving Number _____ .

COUNTY CLERK

LOCATION

SCALE : 1" = 1000'

N

MAP

to accompany

PETITION TO VACATE

THE EAST-WEST ALLEY IN BLOCK 18

of

COFFEEN'S SECOND ADDITION

to the

TOWN, now CITY of SHERIDAN SHERIDAN COUNTY, WYOMING

adjacent to parcels ADDRESSED as

840 PARK STREET, 850 PARK STREET, 835 OLIVE STREETand 845 OLIVE STREET

for

MARK PEACOCK, ET AL

835 OLIVE STREET
SHERIDAN, WYOMING 82801

DRAWN BY REX RANDALL - OCTOBER 17, 2022
RANDALL ENGINEERING SURVEYS - SHERIDAN, WYOMING

Sue Goodman <sgoodman@sheridanwy.gov>

alley vacation with utility easements left in place in Coffeen Addition

2 messages

Sue Goodman <sgoodman@sheridanwy.gov> Mon, Dec 19, 2022 at 10:48 AM
To: "Lawler, Christopher" <Christopher.Lawler@mdu.com>, zjon.may@range.net, Tracy Jones <tracyj@precorp.coop>, Dan Coughlin <dcoughlin@sheridancounty.com>, Carson Steinhorst <Carson.Steinhorst@mdu.com>, Brenda Kekich <elections@sheridancounty.com>, Lynn Hartje <lynn.hartje@mdu.com>, Nathan Pierson <Nathan.Pierson@charter.com>, Shelby Allen <Shelby.Allen@centurylink.com>

The surrounding owners are asking to vacate the east/west alley north of 835 and 845 Olive. Please let me know if you have any questions.

It goes to Council on January 16th at 7PM.

Sue Goodman
Planning Technician
City of Sheridan
307.675.4226

3 attachments

PARK_STREET_ALLEY_VACATION_SURVEY_Wed_Nov_16_2022_10-36-32.pdf
8019K

PETITION_FOR_ALLEY_VACATION_Wed_Nov_16_2022_10-35-39.pdf
803K

aerial.pdf
802K

Allen, Shelby <Shelby.Allen@lumen.com> Mon, Dec 19, 2022 at 11:41 AM
To: Sue Goodman <sgoodman@sheridanwy.gov>

No objection from Lumen/CenturyLink

Mr. Shelby Allen

OSP Engineering

Gillette Wyoming

Ph: 307-682-7241

Cell: 307-299-8468

[Quoted text hidden]

This communication is the property of Lumen Technologies and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this

communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

Sue Goodman <sgoodman@sheridanwy.gov>

alley vacation with utility easements left in place in Coffeen Addition

5 messages

Sue Goodman <sgoodman@sheridanwy.gov> Mon, Dec 19, 2022 at 10:48 AM
To: "Lawler, Christopher" <Christopher.Lawler@mdu.com>, zjon.may@range.net, Tracy Jones <tracyj@precorp.coop>, Dan Coughlin <dcoughlin@sheridancounty.com>, Carson Steinhorst <Carson.Steinhorst@mdu.com>, Brenda Kekich <elections@sheridancounty.com>, Lynn Hartje <lynn.hartje@mdu.com>, Nathan Pierson <Nathan.Pierson@charter.com>, Shelby Allen <Shelby.Allen@centurylink.com>

The surrounding owners are asking to vacate the east/west alley north of 835 and 845 Olive. Please let me know if you have any questions.

It goes to Council on January 16th at 7PM.

Sue Goodman
Planning Technician
City of Sheridan
307.675.4226

3 attachments

PARK_STREET_ALLEY_VACATION_SURVEY_Wed_Nov_16_2022_10-36-32.pdf
8019K

PETITION_FOR_ALLEY_VACATION_Wed_Nov_16_2022_10-35-39.pdf
803K

aerial.pdf
802K

Allen, Shelby <Shelby.Allen@lumen.com> Mon, Dec 19, 2022 at 11:41 AM
To: Sue Goodman <sgoodman@sheridanwy.gov>

No objection from Lumen/CenturyLink

Mr. Shelby Allen

OSP Engineering

Gillette Wyoming

Ph: 307-682-7241

Cell: 307-299-8468

[Quoted text hidden]

This communication is the property of Lumen Technologies and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this

communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

Sue Goodman <sgoodman@sheridanwy.gov> Mon, Dec 19, 2022 at 11:44 AM
To: "Allen, Shelby" <Shelby.Allen@lumen.com>

Thanks!

Sue Goodman
Planning Technician
City of Sheridan
307.675.4226

[Quoted text hidden]

Dan Coughlin <dcoughlin@sheridancountywy.gov> Mon, Dec 19, 2022 at 2:31 PM
To: Sue Goodman <sgoodman@sheridanwy.gov>

Sue,

SAWSJPB has no water infrastructure in the area of this pertition. Therefore SAWSJPB has no comment or objection.

Dan Coughlin

Administrator

307-675-2931

dcoughlin@sheridancountywy.gov

SAWSJPB Web Site: SAWS (Sheridan Area Water Supply) - Sheridan County Wyoming

Sheridan County Mapping:https://maps.greenwoodmap.com/sheridan/

City of Sheridan Mapping: City Of Sheridan, WY (sheridanwy.net)

From: Sue Goodman <sgoodman@sheridanwy.gov>
Sent: Monday, December 19, 2022 10:49 AM
To: Lawler, Christopher <Christopher.Lawler@mdu.com>; zjon.may@range.net; Tracy Jones <tracyj@precorp.coop>; Dan Coughlin <dcoughlin@sheridancountywy.gov>; Carson Steinhorst <Carson.Steinhorst@mdu.com>; DG Elections <elections@sheridancountywy.gov>; Lynn Hartje <lynn.hartje@mdu.com>; Nathan Pierson <Nathan.Pierson@charter.com>; Shelby Allen <Shelby.Allen@centurylink.com>
Subject: alley vacation with utility easements left in place in Coffeen Addition

[**NOTICE:** This message originated outside of the Sheridan County mail system -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

[Quoted text hidden]

Zjon May <zjon.may@range.net> Mon, Dec 19, 2022 at 2:58 PM
To: Sue Goodman <sgoodman@sheridanwy.gov>

Hello Sue, Range dba Advanced Communications Technology, Inc. does not have any objections. We do not have any facilities in the area.

Thanks,

RANGE

RANGE.NET

Zjon May

REGIONAL ENGINEERING MANAGER

290 N Brooks St • Sheridan, WY 82801

O 307.673.0910 • D 307.675.0907 • C 406.351.2480

zjon.may@range.net

From: Sue Goodman <sgoodman@sheridanwy.gov>
Sent: Monday, December 19, 2022 10:49 AM
To: Lawler, Christopher <Christopher.Lawler@mdu.com>; Zjon May <zjon.may@range.net>; Tracy Jones <tracyj@precorp.coop>; Dan Coughlin <dcoughlin@sheridancounty.com>; Carson Steinhorst <Carson.Steinhorst@mdu.com>; Brenda Kekich <elections@sheridancounty.com>; Lynn Hartje <lynn.hartje@mdu.com>; Nathan Pierson <Nathan.Pierson@charter.com>; Shelby Allen <Shelby.Allen@centurylink.com>
Subject: alley vacation with utility easements left in place in Coffeen Addition

****CAUTION:** This email came from an external source. Do not click links or open attachments unless you recognize the sender and know the content is safe.****

[Quoted text hidden]

CITY OF SHERIDAN
RESOLUTION 02-23

A RESOLUTION vacating 1,932.3 square feet of the alley right-of-way, located adjacent to the north of 835 and 845 Olive Street in Block 18 of the Coffeen's Second Addition Subdivision.

Whereas, the property owners at 840 Park Street, 842 Park Street, 850 Park Street, 835 Olive Street, and 845 Olive Street adjacent to the alley ROW have petitioned the City Council requesting that the alley right-of-way be vacated; and

Whereas, this request for a right-of-way vacation meets the requirements of Sheridan City Code §205;

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

That alley adjacent to the north of 835 and 845 Olive Street, located in Block 18 of the Coffeen's Second Addition Subdivision to the City of Sheridan, is hereby vacated.

Passed, approved and adopted this _____day of _____, 2023.

_____
Richard Bridger, Mayor

Attest:

_____
Cecilia Good, City Clerk

State of Wyoming)
)SS
County of Sheridan)

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

_____, 2023 by _____.

_____
Notary Public

My commission expires _____.

CITY OF SHERIDAN, WYOMING

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

Planning

MEMORANDUM

Project Name:	Discussion of PL-22-27, Resolution 03-23, Ali-Minor Subdivision - Community Development Director Wade Sanner
From:	Wade Sanner, Community Development Director
To:	Mayor and Council
CC:	
Date:	01/09/2023

Recommendation:

Discussion of PL-22-27, Resolution 03-23, Ali-Minor Subdivision. The applicants, Ali Kamran Kohnjani and Mitra Varamini, are requesting to replat 39,406 sq feet from 3 lots into 2 lots. Zoned R-1 Residence District. Located at 1681 Edwards Dr. and S. Main St. (PIN 56843447211425 and 56843447211925).

Background:

The applicants, Ali Kamran Kohnjani and Mitra Varamini, are requesting to replat 39,406 sq feet from 3 lots into 2 lots. Located at 1681 Edwards Dr. and S. Main St. (PIN 56843447211425 and 56843447211925). The property is listed as Lots 12, 16 and 17 of the Colony South Addition Subdivision, zoned R-1 Residence District.

Properties to the west, south and east are single-family homes zoned R-1. The properties to the north are vacant properties zoned R-1. Per Sheridan County Assessor, the property (Lot 12) contains a 2,471 square foot home built in 1977, Lots 16 and 17 are vacant. The applicant is proposing to consolidate Lots 16 and 17 into one lot, while shifting the northern property line of Lot 12 to the north. The applicant is proposing the following lot sizes:

	Acres	Sq. Ft.
Lot 1	0.5	21,782
Lot 2	0.4	17,624

EASEMENTS

The applicant is proposing a 20-foot wide cable television and utility easement, which currently exists along the northern property of Lot 12 (future Lot 2). An existing utility line currently exists in the easement, the applicant is codifying the location of the existing utility line in the proposed subdivision.

DEPTH-TO-FRONT RATIO VARIANCE

The applicant is proposing a depth-to-front ratio variance for Lot 2. Per Appendix B, Section 505 of the Sheridan Municipal Code, the depth-to-front ratio of lots shall not exceed 2.5 to 1. The applicant is proposing a depth-to-front ratio of 3.6 to 1.

ACCESS

Lot 2 is accessed to the south via Edwards Drive, utilizing the existing drive. Access to the north of Lot 1 will be via South Main Street.

GRADE

There is a 20-foot grade change along the northern portion of Lot 2. Lot 1 levels off and then has a 4-foot grade change to South Main Street.

Discussion:

Prior to approving the final plat, the City Council will need to make the following findings per Sheridan City Code Appendix B §202, staff offers the following comments on the 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 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 lines already exist in the South Main Street right-of-way. Future water and sewer connections will tap in to these lines.

Staff has no further comments at this time.

Attachments

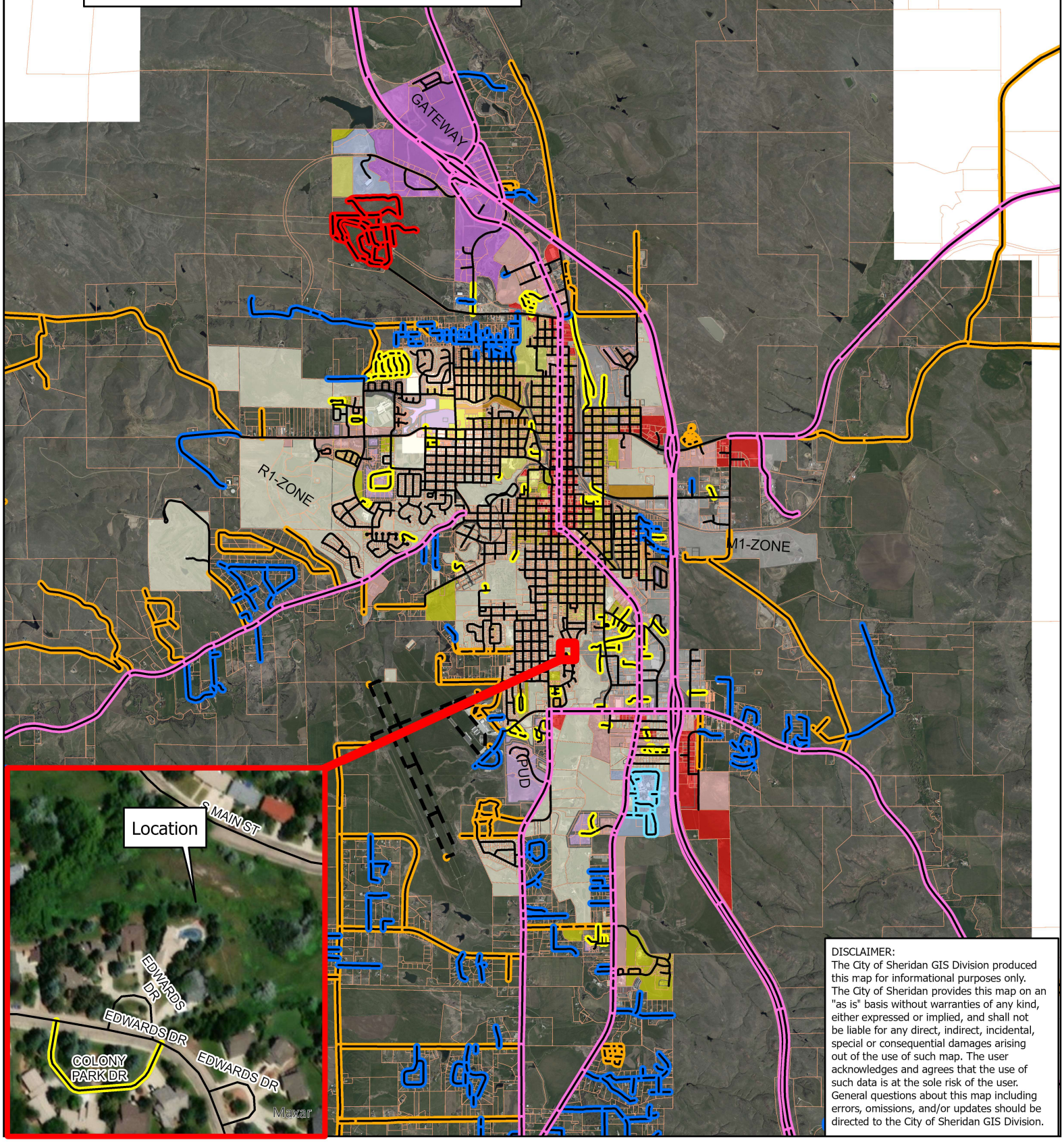
Aerial

Subdivision Plat

Variance Letter

Resolution

1681 Edwards Dr



DISCLAIMER:
The City of Sheridan GIS Division produced this map for informational purposes only. The City of Sheridan provides this map on an "as is" basis without warranties of any kind, either expressed or implied, and shall not be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of such map. The user acknowledges and agrees that the use of such data is at the sole risk of the user. General questions about this map including errors, omissions, and/or updates should be directed to the City of Sheridan GIS Division.

CITY OF Sheridan WYOMING

Legend

Roads
- County Road
- Forest Service Road
- Private Road
- PUBLIC ROAD
- City of Sheridan Road
- Sheridan College Road
- Sheridan County Airport
- State of Wyoming Road
- VA Road
- Parcels

Zoning City
- R1 - Residence District
- R2 - Residence District
- R3 - Residence District
- R4 - Residence District
- B1 - Business District

N

Miles 0 ¾ 1½

Date: 12/19/2022 11:37 AMUser: sgoodman

DECLARATION OF VACATING PREVIOUS PLATTING

THIS PLAT IS A RE-SUBDIVISION OF COLONY SOUTH ADDITION, BLOCK 3, LOT 12, LOT 16 & LOT 17, AS RECORDED IN BOOK 1, OF PLATS, PAGE 140, OF THE RECORDS OF THE SHERIDAN COUNTY CLERK. ALL EARLIER PLATS OR PORTIONS THEREOF ENCOMPASSED BY THE BOUNDARIES OF THIS PLAT ARE HEREBY VACATED.

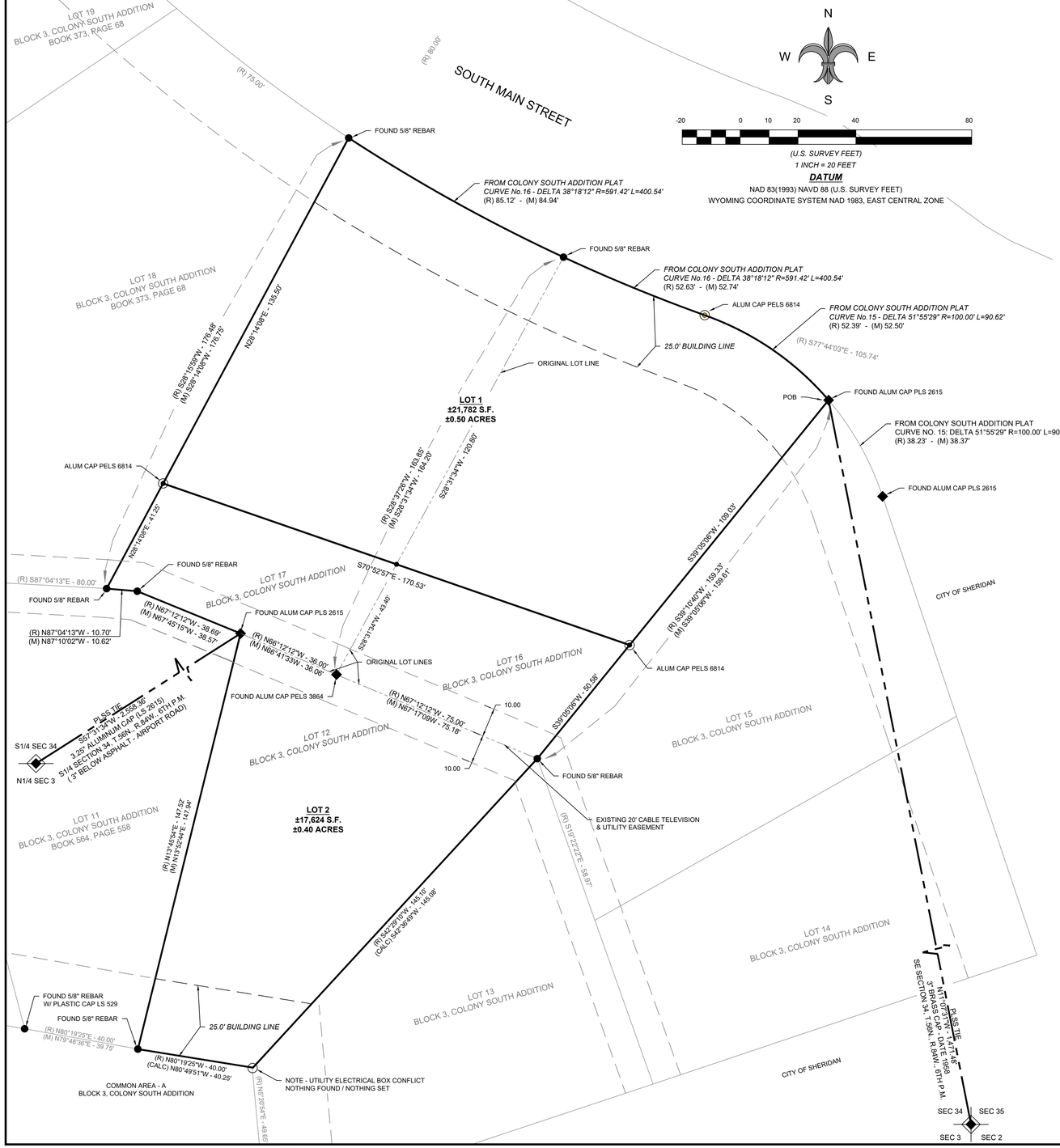
LEGEND

- FOUND ALUM. CAP (AS NOTED)
- FOUND 5/8" REBAR (AS NOTED)
- SET 1 1/2" ALUM. CAP PER PE-LS 6814
- WC WITNESS CORNER
- (R) RECORD
- (M) MEASURED
- **POB** POINT OF BEGINNING
- BOUNDARY LINE
- EASEMENT OR BUILDING SETBACK OF RECORD

FINAL PLAT
ALI-MINOR SUBDIVISION

A RESUBDIVISION OF
LOT 12, BLOCK 3, COLONY SOUTH ADDITION,
LOT 16, BLOCK 3, COLONY SOUTH ADDITION,
LOT 17, BLOCK 3, COLONY SOUTH ADDITION,
CITY OF SHERIDAN, WYOMING

TOTAL AREA = ±39,406 SF
(± 0.90 ACRES)
NUMBER OF LOTS - 2
LOTS ZONED: RESIDENTIAL



DATUM

NAD 83(1993) NAVD 88 (U.S. SURVEY FEET)
WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE

CERTIFICATE OF OWNERS:

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ALI KAMRAN KOHNJANI AND MITRA VARAMINI BEING THE OWNERS, PROPRIETORS OR PARTIES OF INTEREST IN THE LAND SHOWN ON THIS PLAT, DOES HEREBY CERTIFY:

THAT THE FOREGOING PLAT DESIGNATED AS ***ALI - MINOR SUBDIVISION*** IS A RESUBDIVISION OF LOT 12, LOT 16 & LOT 17, BLOCK 3, COLONY SOUTH ADDITION, CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING, LOCATED IN THE NESE, SESE, SECTION 34, T.56N., R.84W., 6TH P.M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION OF ALI - MINOR SUBDIVISION

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 34, T.56N., R.84W., 6TH PRINCIPLE MERIDIAN, MONUMENTED WITH A 3" BRASS CAP SET IN 1958, THENCE N11°07'31"W 1,471.48 FEET TO THE POINT OF BEGINNING (POB) BEING THE NORTHEAST CORNER OF LOT 15, BLOCK 3, COLONY SOUTH ADDITION, CITY OF SHERIDAN, WYOMING, AS SHOWN ON THE PLAT OF COLONY SOUTH ADDITION RECORDED IN THE OFFICE OF THE SHERIDAN COUNTY CLERK AND RECORDER'S OFFICE, SHERIDAN COUNTY, WYOMING IN PLAT BOOK NUMBER 1 ON PAGE NUMBER 140, SAID CORNER BEING MONUMENTED WITH A 1" ALUMINUM CAP (PLS 2615) SET ON 5/8" REBAR; THENCE S39°05'06"W 109.03 FEET ALONG THE NORTHWEST LINE OF LOT 15, BLOCK 3, COLONY SOUTH ADDITION, TO A 1.5" ALUMINUM CAP SET ON 5/8" REBAR (PE & LS 6814); THENCE S39°05'06"W 50.58 FEET CONTINUING ALONG THE NORTHWEST LINE OF SAID LOT 15, TO AN EXISTING 5/8" REBAR BEING THE NORTHWEST CORNER OF SAID LOT 15; THENCE S42°36'34" 145.08 FEET ALONG THE NORTHWEST LINE OF LOT 13, BLOCK 3, COLONY SOUTH ADDITION TO A CALCULATED POINT FALLING ON AN EXISTING UTILITY ELECTRICAL BOX, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 13; THENCE N80°49'51"W 40.25 FEET TO AN EXISTING 5/8" REBAR BEING THE SOUTHEAST CORNER OF LOT 11, BLOCK 3, COLONY SOUTH ADDITION; THENCE N13°52'44"E 147.94 FEET ALONG THE EAST LINE OF SAID LOT 11 TO AN EXISTING 1" ALUMINUM CAP (LS 2615) SET ON 5/8" REBAR, BEING THE NORTHEAST CORNER OF SAID LOT 11, HAVING A PLSS TIE OF S57° 31'34"W 2,558.36 FEET TO THE S¼ SECTION 34, T.56N., R.84W. MONUMENTED WITH AN 3.25" ALUMINUM CAP (LS 2615); THENCE N67°45'15"W 38.57 FEET TO AN EXISTING 5/8" REBAR BEING ANGLE POINT ON THE NORTH LINE OF SAID LOT 11; THENCE N87°10'02"W 10.62 FEET CONTINUING ALONG THE NORTH LINE OF SAID LOT 11 TO AN EXISTING 5/8" REBAR BEING THE SOUTHEAST CORNER OF OF LOT 18, BLOCK 3, COLONY SOUTH ADDITION; THENCE N28°14'08"E 41.25 FEET ALONG THE EAST LINE OF SAID LOT 18 TO A 1.5" ALUMINUM CAP SET ON 5/8" REBAR (PE & LS 6814); THENCE N28°14'08"E 135.50 FEET CONTINUING ALONG THE EAST LINE OF SAID LOT 18 TO AN EXISTING 5/8" REBAR BEING THE NORTHEAST CORNER OF SAID LOT 18; THENCE ALONG A CURVE, CONCAVE TO THE NORTH, AN ARC LENGTH OF 84.94 FEET, HAVING A RADIUS OF 591.42 FEET, A DELTA OF 08°13'44" AND A CORD OF S60°58'02"E 84.86 FEET TO AN EXISTING 5/8" REBAR BEING THE NORTHEAST CORNER OF THE ORIGINAL LOT 17, BLOCK 3, COLONY SOUTH ADDITION; THENCE CONTINUING ALONG A CURVE, CONCAVE TO THE NORTH, AN ARC LENGTH OF 52.74 FEET, HAVING A RADIUS OF 591.42 FEET, A DELTA OF 05°06'34" AND A CORD OF S67°38'10"E 52.72 FEET TO A 1.5" ALUMINUM CAP SET ON 5/8" REBAR (PE & LS 6814); THENCE ALONG A REVERSE CURVE, CONCAVE TO THE SOUTH, AN ARC LENGTH OF 52.50 FEET, HAVING A RADIUS OF 100.00 FEET, A DELTA OF 30°04'49" AND A CORD OF S55°34'01"E 51.90 FEET TO THE POINT OF BEGINNING.

SAID SUBDIVISION CONTAINS ***±39,406 S.F. (±0.90 ACRES)*** OF LAND, MORE OR LESS.

THE ***ALI - MINOR 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 OWNER(S) AND PROPRIETOR(S); AND THAT THIS IS A CORRECT PLAT OF THE AREA AND EASEMENTS AS SHOWN.

THE UNDER SIGNED OWNER(S) OF THE LAND SHOWN AND DESCRIBED ON THIS PLAT DO HEREBY DEDICATE TO THE CITY OF SHERIDAN AND IT'S LICENSEES FOR PUBLIC USE OF ALL EASEMENTS WITHIN THE BOUNDARY LINES OF THE PLAT, AS INDICATED, AND NOT ALREADY OTHERWISE DEDICATED FOR PUBLIC USE.

UTILITY EASEMENTS WITHIN THE BOUNDARY LINES, AS DESIGNATED ON THIS PLAT ARE HEREBY DEDICATED TO THE CITY OF SHERIDAN AND IT'S LICENSEES FOR PUBLIC USE FOR THE PURPOSE OF INSTALLING, REPAIRING, REINSTALLING, REPLACING AND MAINTAINING SEWERS, WATERLINES, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, CABLE TV LINES AND OTHER FORMS AND TYPES OF PUBLIC UTILITIES NOW OR HEREAFTER GENERALLY UTILIZED BY THE PUBLIC.

IN TESTIMONY WHEREOF:

ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STAT OF WYOMING ARE HEREBY WAIVED AND RELEASED.
THE UNDERSIGNED HAVE CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____, 20_____.

ALI KAMRAN KOHNJANI _____ MITRA VARAMINI _____

STATE OF WYOMING)
) :SS
COUNTY OF SHERIDAN)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BY ALI KAMRAN KOHNJANI AND MITRA VARAMINI

KOHNJANI, OWNERS BEFORE ME THIS _____ DAY OF _____, 20_____.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

_____
NOTARY PUBLIC

GENERAL NOTES:

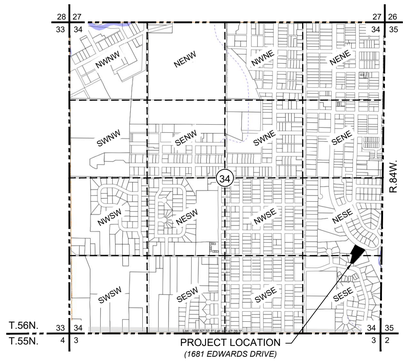
1. BEARINGS ARE BASED ON THE WYOMING COORDINATE SYSTEM NAD 1983, EAST CENTRAL ZONE. DISTANCES ARE SURFACE
2. THE ORIGINAL COMBINED AREA OF LOTS 12, 16 & 17, BLOCK 3 COLONY SOUTH ADDITION WAS ±39,406 S.F. (±0.90 ACRES OF LAND), MORE OR LESS. THE ***ALI - MINOR SUBDIVISION*** LOTS AS SHOWN CONTAIN;
   LOT 1, ***ALI - MINOR SUBDIVISION*** *= ±21,782 S.F. (±0.50 ACRES OF LAND), MORE OR LESS*
   LOT 2, ***ALI - MINOR SUBDIVISION*** *= ±17,624S.F. (±0.40 ACRES OF LAND), MORE OR LESS*
3. BUILDING LINES AND EASEMENTS OF RECORD OBTAINED FROM THE COLONY SOUTH ADDITION SUBDIVISION PLAT ON RECORD IN THE FILES OF THE SHERIDAN COUNTY CLERK & RECORDER'S OFFICE IN PLAT BOOK 1, PAGE 140. NO TITLE SEARCH WAS PERFORMED BY FDL CONSULTING, LLC.
4. A GEOTECHNICAL EVALUATION MUST BE PERFORMED FOR EACH LOT TO ENSURE PROPER FOUNDATION DESIGN PRIOR TO ISSUANCE OF A BUILDING PERMIT.

SURVEYOR'S CERTIFICATE

STATE OF WYOMING)
) :SS
COUNTY OF SHERIDAN)

I, LARRY W. BRIDGER, A DULY REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY STATE THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF **ALI - MINOR SUBDIVISION**, AS LAID OUT PLATTED, DEDICATED AND SHOWN HEREON, THAT THIS PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF ALL LOTS, EASEMENTS AND PRIVATE AVENUE OF SAID SUBDIVISION IN COMPLIANCE WITH THE COUNTY OF SHERIDAN REGULATION GOVERNING THE SUBDIVISION OF LAND.

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



LOCATION MAP

NOT TO SCALE

CERTIFICATE OF APPROVAL

THE FOREGOING MINOR SUBDIVISION PLAT WAS COMPLETED IN ACCORDANCE WITH CITY OF SHERIDAN CODE, APPENDIX B SECTION 403, AND IS CERTIFIED TO BE EFFECTIVE AS OF

THIS _____ DAY OF_____ 20_____.

ATTEST: CITY CLERK _____ MAYOR _____

CERTIFICATE OF APPROVAL DIRECTOR OF PUBLIC WORKS

THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS AND PROCEDURES OUTLINED IN THE SUBDIVISION REGULATIONS OF THE CITY OF SHERIDAN, AND CERTIFIED

THIS _____DAY OF_____, 20_____, BY THE DIRECTOR OF PUBLIC WORKS OF SHERIDAN, WYOMING.

_____
DIRECTOR OF PUBLIC WORKS

CERTIFICATE OF CITY OF SHERIDAN PLANNING COMMISSION

REVIEWED BY THE CITY OF SHERIDAN PLANNING COMMISSION

THIS _____ DAY OF_____ 20_____.

ATTEST: VICE-CHAIRMAN _____ CHAIRMAN _____

CERTIFICATE OF MORTGAGE

THE UNDERSIGNED _____, 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 _____ . MORTGAGEE, BY SIGNATURE ON THIS PLAT, CONSENTS TO THE DEDICATIONS MADE HEREIN AND SPECIFICALLY RELEASES ALL STREETS, ALLEYS, PARKS, EASEMENT, 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.

ALI KAMRAN KOHNJANI _____ MITRA VARAMINI _____

STATE OF WYOMING)
) :SS
COUNTY OF SHERIDAN)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BY ALI KAMRAN KOHNJANI AND MITRA VARAMINI

KOHNJANI, OWNERS BEFORE ME THIS _____ DAY OF _____, 20_____.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES _____.

_____
NOTARY PUBLIC

CERTIFICATE OF RECORDING BY THE COUNTY CLERK AND 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_____, 20_____, AND IS DULY RECORDED IN BOOK _____, PAGE_____,

(OR AS PLAT NO. _____)

FEE $ _____

_____ STAMP RECEIVING NUMBER _____
COUNTY CLERK

FINAL PLAT
ALI - MINOR SUBDIVISION

LOT 12, BLOCK 3, COLONY SOUTH ADDITION,
LOT 16, BLOCK 3, COLONY SOUTH ADDITION,
LOT 17, BLOCK 3, COLONY SOUTH ADDITION,
CITY OF SHERIDAN, WYOMING

FDL CONSULTING
PROFESSIONAL ENGINEERING

P.O. BOX 7158
SHERIDAN, WY 82801

307.675.6225
www.FDLConsultingWyo.com
info@fdlconsulting.net

CLIENT:
ALI & MITRA KOHNJANI
1681 EDWARDS DR.
SHERIDAN, WYOMING 82801

Survey and Mapping Proposal/Agreement

Date: October 10, 2022

Client: Ali & Mitra Kohnjani
Client Address: 1681 Edwards Dr., Sheridan, WY 82801
Site location: Lots 12, 16, 17 of Block 3, Colony South Addition, City of Sheridan, WY

City of Sheridan Planning Commission:

The owners of Lots 12, 16 & 17, Block 3, Colony South Addition to the City of Sheridan, WY would like to request a variance from the "depth-to-front" ratio detailed in the City Ordinances, Appendix B, Section 505, paragraph C (1). The platted depth-to-front ratio of said Lot 12, established on the plat of the Colony South Addition dated April 29, 1976, exceeds current standards. The record plat dimensions of Lot 12 equate to a 3.6 to 1 ratio. Current City standards allow for a maximum depth-to-front ratio of 2.5 to 1.

The owners of Lots 12, 16 & 17 desire to sell each individual lot. Lot 12 is developed with a residential home and landscaping. Lots 16 & 17 are vacant lots. It is preferrable and advisable to adjust or relocate the northern boundary of Lot 12, which is a shared boundary line with the southern lot lines of Lots 16 & 17. This existing boundary line is currently in conflict with long established improvements consisting of a stone patio, fencing, swimming pool, a retaining wall, and mature landscaping. Therefore, these improvements currently encroach upon Lots 16 & 17 causing potential conflict in the sale of any real property.

The proposed boundary line adjustment shown on the plat, will move the described boundary northeasterly +/-45 feet to the approximate ridge line where the land transitions to a steep slope that moves in the direction across said Lots 16 & 17 towards South Main Street. This adjustment would create enough land area that the described improvements would be contained within Lot 12. However, the depth-to-front ratio would further exceed the current 2.5 to 1 standards. The new depth-to-front would be approximately 4.9 to 1.

The requested variance is to eliminate potential conflict in the sale of real property and not to create more land area within Lot 12 for improvements. Thank you for your consideration.

If you have any questions, please contact Jeremy Quist at 307-675-6225.

Jeremy Quist

_____ Date: _October 10, 2022___

PE & LS
FDL Consulting, LLC

CITY OF SHERIDAN
RESOLUTION 03-23

A RESOLUTION approving PL-22-27, the minor plat of the Ali Minor Subdivision, dividing ± 0.9 acres (39,406 square feet) from a portion of 3 lots into 2 lots. Zoned R-1 Residence District, located at 1681 Edwards Drive.

WHEREAS, the minor plat of the Ali Minor Subdivision has been reviewed for consistency with Appendix B (Subdivision Regulations) and other applicable City code; and

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

Be it resolved by the City Council of the City of Sheridan:

That the minor plat of the Ali Minor Subdivision, dividing ± 0.9 acres (39,406 square feet) from 3 lots into 2 lots. The property is zoned R-1 Residence District, located at 1681 Edwards Drive.

In approving the Ali minor Subdivision, the City Council finds the following as required by Sheridan City Code Appendix B §202:

A. The property is already within the corporate limits of the City and requires no further action as pertains to annexation.

B. The lots as platted conform to the requirements of the City Zoning Ordinance with the exception of the variances granted.

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

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

In addition to approving the Ali Minor Subdivision, the City Council is also approving a depth-to-front ratio variance, with a depth-to-front ratio for Lot 2 of 3.6 to 1.

PASSED, APPROVED, AND ADOPTED this 9th day of January 2023.

_____
Richard Bridger, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name:	Discussion of Liquor License #1 Transfer of Ownership to The Pony Bar and Grill, Inc - City Clerk Cecilia Good
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	City Administrator Stuart McRae
Date:	01/09/2023

Background:

See the attached liquor license transfer of ownership application for Retail Liquor License #1.

Attachments

Transfer of Ownership Application for Retail Liquor License #1

(2/22)

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City/County Clerk

Local License #: 1

License Fees

Annual Fee: $_____.____

Prorated Fee: $_____.____

Transfer Fee: $100.00

Publishing Fee: $90.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 1 / 03 / 2023

Advertising Dates: (2 Weeks) 1/7/2023 & 1/13/2023

Hearing Date: 1 / 16 / 2023

License Term: 1 / 17 / 2023 (Month / Day / Year) Through 12 / 31 / 2023 (Month / Day / 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: The Pony Bar and Grill, Inc.

Trade/Business Name (dba): Pony Bar and Grill

Building to be licensed/Building Address: 3 South Gould Street (Number & Street)

Sheridan (City) Wyoming (State) 82801 (Zip)

Local Mailing Address: 3 South Gould Street (Number & Street or P.O. Box)

Sheridan (City) Wyoming (State) 82801 (Zip)

Local Business Telephone Number: (307) 674-7000 Fax Number: N/A

Business E-Mail Address: troy.ponybar@gmail.com / kari.ponybar@gmail.com

FILING FOR

☐ NEW LICENSE

☐ TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Sheridan

☐ COUNTY OF: _____

☒ TRANSFER OWNERSHIP ☒ ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: Pony Lounge and Frontier Liquor, Inc.

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
☒ BAR AND GRILL LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE

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

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

SPECIAL DESIGNATIONS (CHOOSE ONLY ONE)

☐ GOLF CLUB ☐ GUEST RANCH ☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)

☐ SEASONAL/PART-TIME

☐ NON-OPERATIONAL/PARKED

(specify months of operation) from January to December

DAYS OF WEEK (e.g. Mon through Sat) from Monday to Saturday (possible Sunday addition)

HOURS OF OPERATION (e.g. 10a - 2a) from 10:00 AM to 2:00 AM

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4

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)

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

   (i) When the lease expires, located on page 1 paragraph 3.1 of lease.

   (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph 6.1 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. **BAR AND GRILL LICENSE OR RESTAURANT LICENSE: N/A**

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

---

6. **RESORT LICENSE: N/A**

   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

---

7. **MICROBREWERY LICENSE: N/A**

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

---

8. **LIMITED RETAIL (CLUB) LICENSE: N/A**

   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

9. LIMITED RETAIL (CLUB) LICENSE: N/A

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

10. LIMITED RETAIL (CLUB) LICENSE: N/A

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

11. LIMITED RETAIL (CLUB) LICENSE: N/A

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

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

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 ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

(2/22)

13. 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?
Troy Goodwin	10/02/1976	85 Cox Valley Road Sheridan, WY 82801	307.461.0031	0-1	90%	YES ☐ NO ☒	YES ☐ NO ☒
Kari Goodwin	01/05/1983	85 Cox Valley Road Sheridan, WY 82801	307.461.0031	0-1	10%	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)

REQUIRED ATTACHMENTS:

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

☒ 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 3rd day of January, 2023 that the facts alleged in the foregoing instrument are true by the following:

1)	(Signature)	Troy Goodwin (Printed Name)	President/Shareholder Title
2)	(Signature)	Kari Goodwin (Printed Name)	Secretary/Shareholder Title
3)	(Signature)	(Printed Name)	Title
4)	(Signature)	(Printed Name)	Title
5)	(Signature)	(Printed Name)	Title
6)	(Signature)	(Printed Name)	Title

Witness my hand and official seal:

Signature of Notary Public

ALECIA ROUSH
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166245
MY COMMISSION EXPIRES: 11/08/2027

(SEAL)

My commission expires: 11/08/2027

CITY OF SHERIDAN, WYOMING

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

LIQUOR LICENSE OPERATION PLAN

Name as it appears on license:	The Pony Bar and Grill, Inc.
Common Name (doing business as):	Pony Bar and Grill
Street Address:	3 South Gould Street, Sheridan, Wyoming 82801
Phone #:	307.674.7000

Type of License (circle):

Retail	**Limited (Club)**	**Restaurant**	**Bar & Grill**	**Microbrewery**	**Satellite**

Hours of Operation

Our planned hours of operation are:
Monday through Saturday from 10:00 AM to 2:00 AM, with possibility of adding Sunday from 11:00 AM to 10:00 PM

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

The premises will be operated as:

Pony Bar and Grill

Nature of Business:

✓ **Bar & Grill**

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

CITY OF SHERIDAN, WYOMING

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

Security/ Crowd Control/ Capacity Limits

The Official Capacity limit for our business is:

To be determined. The capacity established by the Fire Marshall.

In order to comply with our capacity limits we shall:

The manager on duty will maintain a patron count. Once capacity is reached, prospective patrons may not enter the bar until current patrons exit.

We shall maintain peace and order in and around our business by:

Rowdy patrons will not be tolerated and will be asked to leave. Law enforcement will be called, if necessary.

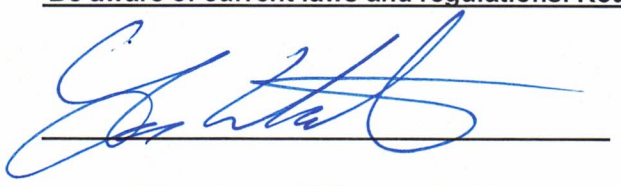
Rules of the establishment shall be enforced by:

Staff manager or bouncer.

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:

Be aware of current laws and regulations. Require ID of patrons and applicable staff.



Signature of License Holder

January 3, 2023

Date

Troy Goodwin

Printed Name

FIRSTBANK
OF WYOMING
DIVISION OF GLACIER BANK

12/27/22

Per the City of Sheridan's "New or Transfer Liquor License or Permit Application" the City requires a statement indicating the financial condition and financial stability of the applicant. The Applicant, "The Pony Bar and Grill, Inc." is currently in financial good standing. Please contact me at dhubert@gofirstbank or 307-752-0202 if you have any additional questions.

Thanks,

David Hubert

David Hubert
Market President

LEASE AGREEMENT

1. Parties. This Lease, dated, for reference purposes only, January 18, 2023, is made by and between TASC Properties, LLC, hereinafter called "Lessor", and The Pony Bar and Grill, Inc., hereinafter called "Lessee".

2. Premises. Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all of the conditions set forth herein, that certain real property situated in the County of Sheridan, State of Wyoming, commonly known as The Pony Bar & Grill, located at 3 South Gould Street, Sheridan, Wyoming 82801 with legal description of SHERIDAN ORIGINAL TOWN BLOCK 14 LOTS 01, 02, & 03. Said real property, including the land and all improvements thereon, is hereinafter called "the Premises."

3. Term.

3.1. Term. The term of this Lease shall be for **36 months**, commencing at 12:01 AM Mountain Time on January 18, 2023 and ending at 11:59 PM on January 17, 2026, unless sooner terminated pursuant to any provision hereof.

3.2. Extension. The option to extend the lease after the initial term will be negotiated after written notice is received by Lessor. The Notice of Extension shall be provided by Lessee to Lessor in writing no less than ninety (90) days before the end of the Term set forth in 3.1.

4. Rent. The Lessee shall pay to Lessor as rent for the Premises, monthly payments of **$4,500.00** in advance, on the 1st day of each month for the portion of the term beginning, January 18, 2023 through January 18, 2024 (the "Initial Period"). Following the Initial Period, rent shall be adjusted annually, beginning January of each year after the Initial Period, in accordance with the then current consumer price index for the Mountain division of the West region.

Rent shall be payable in lawful money of the United States to Lessor at the address stated herein or to such other persons or at such other places as Lessor may designate in writing. All rent payments shall be deemed late and delinquent if not paid by the 5th day of each month. If Lessee issues an insufficient funds payment, Lessee will be deemed to not have paid and will be charged an additional $50.00 for said bad check.

5. Option to Purchase.

5.1. Lessee's Option to Purchase. Notwithstanding any other provision hereof to the contrary, Lessor hereby grants to Lessee an exclusive Option to Purchase (the "Option") the Premises upon the terms and conditions stated in this Paragraph 5.

5.2. Option to Purchase Term. The term of the Option ("Option Period") begins upon the commencement of this Lease and ends upon the termination of this Lease or any extension thereof.

5.3. Notice Required to Exercise Option to Purchase. To exercise the Option, Lessee must deliver to Lessor written notice of Lessee's intent to purchase. In addition, the written notice must specify a valid closing date. The closing date must occur before the original expiration date of this Lease or any extension hereof, should such be in effect at the time written notice is delivered.

5.4. Option Consideration. As consideration for the Option, Lessee has entered into that certain Business Purchase and Sale Agreement dated November 7, 2022, and closed thereupon of even date herewith, receipt of which such consideration is hereby acknowledged by Lessor.

5.5. Purchase Price. The total purchase price for the Premises is Nine Hundred Thousand Dollars ($900,000.00), provided that the Lessee timely executes the Option, is not in default of the Lease Agreement, and closes the conveyance of the Premises, the Lessor shall credit towards the purchase price at closing the sum of Six Hundred Dollars ($600.00) from each monthly lease payment that the Lessee timely made.

5.6. Closing and Settlement. Lessor shall determine the title company at which settlement shall occur and shall inform Lessee of this location in writing. The parties agree to apportion costs related closing the transactions contemplated in exercise of the Option as is customary in Sheridan County, Wyoming for transactions of a like nature, provided that taxes shall be prorated as of the date of closing.

5.7. Failure to Exercise Option. Should Lessee fail to exercise the Option prior to the end of the Option Period, this Lease Agreement shall terminate and the parties shall be released from their respective obligations hereunder unless this Lease Agreement is otherwise extended by some other provision.

5.8. Effect of Option Election. Should Lessee elect to exercise the Option, the effect of such election shall supersede any provision hereof in conflict with Lessee's resulting fee ownership of the Premises, including superseding any reversionary language hereof in favor of Lessor.

6. Use.

6.1. Use. The Premises shall be used and occupied only for operation of the business commonly known as the Pony Bar & Grill or any other use which is reasonably comparable and for no other purpose. Tenant is specifically authorized to the use of the Premises for the distribution and sale alcohol. As required by Wyoming Statute, Landlord expressly acknowledges and agrees that the Tenant may sell alcoholic or malt beverage on the Premises in accordance with W.S. §12-4-103(a)(iii). The liquor license shall be held by Tenant, who is not a person employed by the state, city or county as a law enforcement officer or who holds office as a law enforcement officer through election. Tenant shall comply with all governmental regulations concerning the use of the premises.

6.2. Parking. Tenant shall have exclusive use of the parking spaces part of the Premises.

6.3. Signage. Tenant may install suitable signs or signage upon the Premises pertaining to its business in compliance with the Sheridan City Code and approved by Lessor, which approval shall not be unreasonably withheld.

6.4. Compliance with Law.

A. Lessor represents to Lessee that the Premises, in its state existing on the date that the Lease term commences and insofar as Lessor's actual knowledge, but without regard to the use for which Lessee will use the Premises, does not violate any covenants or restrictions of record, or any applicable building code, regulation or ordinance in effect on such Lease term commencement date. In the event it is determined that this representation has been violated, then it shall be the obligation of the Lessor, after written notice from Lessee, to promptly, at Lessor's sole cost and expense, rectify any material violation

that adversely affects Lessee's use of the Premises for its intended use. In the event Lessee does not give to Lessor written notice of the violation of this representation within three (3) months from the date that the Lease term commences, the correction of same shall be the obligation of the Lessee at Lessee's sole cost.

B. Except as provided in Paragraph 6.4.A., Lessee shall, at Lessee' s expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating the use by Lessee of the Premises. Lessee shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance.

6.3. Condition of Premises.

Lessor shall deliver the Premises to Lessee in its current condition as of the date hereof, clean and free of debris beyond the normal operational condition, Lessee hereby accepts the Premises in their condition existing as of the Lease commencement date or the date that Lessee takes possession of the Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto.

7. Maintenance, Repair and Alterations.

7.1. Maintenance and Repair. Lessee shall be responsible for and pay the cost of any maintenance and repair of the building on the Premises, including but not limited to regular maintenance of the hood/venting systems but excluding structural repairs to the building, including roof, exterior walls, load bearing columns and foundation which are Lessor's responsibility unless caused by the negligence or intentional actions of Lessee or Lessee's agents.

Lessee shall be responsible for snow removal and any landscaping and weed control at Lessee's sole expense.

Lessor will repair the Premises' major systems, to include the HVAC, plumbing and electrical systems, to ensure each functions in at least as good of repair as on the date Lessee takes possession; however, Lessee shall pay all repair of the HVAC systems and plumbing and electrical service if such damage be deemed caused by any negligence of Lessee. Any cost borne by Lessor in accordance with this Paragraph shall be credited to Lessor upon settlement in the event that Lessee exercises the Option. Otherwise, such costs shall be borne by Lessor.

7.2. Alterations and Additions.

A. Lessee shall not, without Lessor's prior written consent, make any alterations, improvements, additions, or Utility Installations in, on or about the Premises. Lessee shall make no change or alteration to the exterior of the Premises nor to the exterior of the building(s) on the Premises without Lessor's prior written consent. As used in this Paragraph 7.2, the term "Utility Installation" shall mean carpeting, window coverings, air lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing, and fencing. Lessor may require that Lessee remove any or all of said alterations, improvements, additions or Utility Installations at the expiration of the term, and restore the Premises to their prior condition. Should Lessee make any alterations, improvements, additions or

Utility Installations without the prior approval of Lessor, Lessor may require that Lessee remove any or all of the same.

B. Any alterations, improvements, additions or Utility Installations in, or about the Premises that Lessee shall desire to make and which requires the consent of the Lessor shall be presented to Lessor in written form, with proposed detailed plans. If Lessor shall give its consent, the consent shall be deemed conditioned upon Lessee acquiring a permit to do so from appropriate governmental agencies, the furnishing of a copy thereof to Lessor prior to the commencement of the work and the compliance by Lessee of all conditions of said permit in a prompt and expeditious manner. All repairs and alterations shall be completed by a licensed professional and all records of invoices, contracts, drawings or other documentation of the repairs and alterations shall be provided to the Lessor.

C. Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use in the Premises, which claims are or may be secured by any mechanics' or material men's lien against the Premises or any interest therein. Lessee shall give Lessor not less than ten (10) days' notice prior to the commencement of any work on the Premises, and Lessor shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If Lessee shall, in good faith, contest the validity of any such lien, claim or demand, the Lessee shall, at its sole expense shall defend itself and Lessor against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Lessor or the Premises. In addition, Lessor may require Lessee to pay Lessor's attorney's fees and costs in participating in such action if Lessor shall decide it is to its best interest to do so.

D. Unless Lessor requires their removal, as set forth in Paragraph 7.2.A, all alterations, improvements, additions and Utility Installations (whether or not such Utility Installations constitute trade fixtures of Lessee which may be made on the Premises), shall become the property of Lessor and remain upon and be surrendered with the Premises at the expiration of the term. Notwithstanding the provisions of this Paragraph, Lessee's machinery and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Lessee and may be removed by Lessee subject to the provisions of Paragraph 7.2.

8. Insurance Indemnity.

8.1. Liability Insurance. Lessee shall, at Lessee's expense obtain and keep in force during the term of this Lease a policy of Combined Single Limit, Bodily Injury and Property Damage insurance insuring Lessee against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto and name Lessor as an additional insured. Such insurance shall be a combined single limit policy in an amount not less than **$2,000,000** aggregate and **$1,000,000** per occurrence. The limits of said insurance shall not, however, limit the liability of Lessee hereunder. Lessee shall name Lessor as an additional insured on such policy and shall provide proof of insurance prior to the effective date of this Lease Agreement. Lessee shall provide notice to the insurance carrier that Lessor shall be provided 30 days written notice of any changes or cancellations of the policy.

8.2. Property Insurance. The Lessor shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Premises, in the amount of the full replacement value thereof as the same may exist from time to time, which replacement value is now **$900,000.00** but in no event less than the total amount required by lenders having liens on the Premises, against all perils included within the classification office, extended coverage, vandalism, malicious mischief, flood (in the event same is required by a lender having a lien on the Premises), and special

extended perils ("all risk" as such term is used in the insurance industry). Said insurance shall provide for payment of loss thereunder to Lessor or to the holders of mortgages on the Premises. Lessor shall be the named insured on the policy.

8.3. Insurance Policies. Insurance required hereunder shall be in companies holding a "General Policyholders Rating" of at least B plus, or such other rating as may be required by a lender having a lien in the Premises, as set forth in the most current issue of "Best's Insurance Guide", the Lessee shall deliver to the Lessor and Lender copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance with loss payable clauses as required by this Paragraph 8. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days' prior written notice to Lessor. Lessee shall, at least thirty (30) days prior to the expiration of such policies, furnish Lessor with renewals or "binders" thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee upon demand. Lessee shall not do or permit to be done anything which shall invalidate the insurance policies referred to in Paragraph 8.3. If Lessee does or permits to be done anything which shall increase the cost of the insurance policies referred to in Paragraph 8.3, then Lessee shall forthwith upon Lessor's demand reimburse Lessor for any additional premiums attributable to any act or omission or operation of Lessee causing such increase of the cost of insurance.

8.4. Waiver of Subrogation. Lessee and Lessor each hereby release and relieve the other, and waive their entire right of recovery against the other fire loss or damage, arising out of or incident to the perils insured against under Paragraph 8.3, which perils occur in, on or about the Premises, whether due to the negligence of Lessor or Lessee or their agents, employees, contractors and/or invitees. Lessee and Lessor shall, upon obtaining the policies of insurance requirements hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this lease.

8.5. Indemnity. Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's use of the Premises, or from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee in or about the Premises and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or arising from any negligence of the Lessee, or any of Lessee's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises arising from any cause and Lessee hereby waives all claims in respect thereof against Lessor.

8.6. Exemption of Lessor from Liability. Lessee hereby agrees that Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the Premises, nor shall Lessor be liable for injury to the person of Lessee, Lessee's employees agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or from any other cause.

9. Damage or Destruction.

9.1. Definitions.

A. "Premises Partial Damage" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is less than 50% of the replacement cost of the Premises. "Premises Building Partial Damage" shall herein mean damage or destruction to the building of which the Premises are a part to the extent that the cost of repair is less than 50% of the replacement cost of such building as a whole.

B. "Premises Total Destruction" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is 50% or more of the replacement cost of the Premises. "Premises Building Total Destruction" shall herein mean damage or destruction to the building of which the Premises are a part to the extent that the cost of repair is 50% or more of the replacement cost of such building as a whole.

C. "Insured Loss" shall herein mean damage or destruction which was caused by an event required to be covered by the insurance described in Paragraph 8.

9.2. Partial Damage-Insured Loss. Subject to the provisions of Paragraph 9.4, if at any time during the term of this Lease there is damage which is an Insured Loss and which falls into the classification of Premises Partial Damage or Premises Building Partial Damage, then Lessor shall, at Lessor's expense repair such damage, but not Lessee's fixtures, equipment or tenant improvements, unless the same have become a part of the Premises pursuant to some other provision hereof, as soon as reasonably possible and this Lease shall continue in full force and effect.

9.3. Partial Damage-Uninsured Loss. Subject to the provisions of Paragraph 9.4, if at any time during the term of this Lease there is damage which is not an Insured Loss and which falls within the classification of Premises Partial Damage or Premises Building Partial Damage, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may at Lessor's option either (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Lessee within thirty (30) days after the date of the occurrence of such damage of Lessor's intention to cancel and terminate this Lease, as of the date of the occurrence of such damage. In the event Lessor elects to give such notice of Lessor's intention to cancel and terminate this Lease, Lessee shall have the right within ten (10) days after the receipt of such notice to give written notice to Lessor of Lessee's intention to repair such damage at Lessee's expense, without reimbursement from Lessor, in which event this Lease shall continue in full force and effect, and Lessee shall proceed to make such repairs as soon as reasonably possible. If Lessee does not give such notice within such 10-day period this Lease shall be canceled and terminated as of the date of the occurrence of such damage.

9.4. Total Destruction. If at any time during the term of this Lease there is damage, whether or not an Insured Loss, (including destruction required by any authorized public authority), which falls into the classification of Premises Total Destruction or Premises Building Total Destruction, this Lease shall automatically terminate as of the date of such total destruction. However, notwithstanding the previous sentence, should Premises Total Destruction or Premises Building Total Destruction occur at any time this Lease Agreement is in effect, Lessee may elect to exercise the Option described in Paragraph 5 and be entitled to any insurance proceeds to which Lessor has a right to receive resulting from such Premises Total Destruction or Premises Building Total Destruction.

9.5. Abatement of Rent; Lessee's Remedies.

A. In the event of damage described in Paragraphs 9.2 or 9,3, and Lessor or Lessee repairs or restores the Premises pursuant to the provisions of this Paragraph 9, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired. Except for abatement of rent, if any, Lessee shall have no claim against Lessor for any damage suffered by reason of any such damage, destruction, repair or restoration.

B. If Lessor shall be obligated to repair or restore the Premises under the provisions of this Paragraph 9 and shall not commence such repair or restoration within 60 days after such obligations shall accrue, Lessee may at Lessee's option cancel and terminate this Lease by giving Lessor written notice of Lessee's election to do so at any time prior to the commencement of such repair or restoration. In such event this Lease shall terminate as of the date of such notice.

9.6. Termination-Advance Payments. Upon termination of this Lease pursuant to this Paragraph 9, an equitable adjustment shall be made concerning advance rent and any advance payments made by Lessee to Lessor.

9.7. Waiver. Lessor and Lessee waive the provisions of any statutes which relate to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease.

10. Real Property Taxes.

10.1. Payment of Taxes. Lessor shall pay prior to delinquency the real property taxes, as defined in Paragraph 10.2, applicable to the Premises during the term of this Lease.

10.2. Definition or "Real Property Tax." As used herein, the term "real property tax" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Premises by any authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, as against any legal or equitable interest of Lessor in the Premises or in the real property of which the Premises are a part, as against Lessor's right to rent or other income there from, and as against Lessor's business of leasing the Premises. The term "real property tax" shall also include any tax, fee, levy, assessment or charge (i) in substitution of, partially or totally, any tax, fee, levy, assessment or charge hereinabove included within the definition of "real property tax," or (ii) the nature of which was hereinbefore included within the definition of "real property tax."

10.3. Personal Property Taxes.

A. Lessee shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Lessee contained in the Premises or elsewhere. When possible, Lessee shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor.'

B. If any of Lessee's said personal property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities. Lessee shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Premises, together with any taxes thereof. If any such services are not separately metered to Lessee, Lessee shall pay a reasonable proportion to be determined by Lessor of all charges jointly metered with other premises.

12. Assignment and Subletting.

12.1. Lessor's Consent Required. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent except to an affiliated company, which Lessor may be withheld in its discretion. Lessor shall respond to Lessee's request for consent hereunder in a timely manner and any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a breach of this Lease.

12.2. Lessee Affiliate. Notwithstanding the provisions of Paragraph 12.1 hereof; Lessee may assign or sublet the Premises, or any portion thereof, without Lessor's consent, to any corporation which controls, is controlled by or is under common control with Lessee, or to any corporation resulting from the merger or consolidation with Lessee, or to any person or entity which acquires all the assets of Lessee as a going concern of the business that is being conducted on the Premises, provided that said assignee assumes, in full, the obligations of Lessee under this Lease. Any such assignment shall not, in any way, affect or limit the liability of Lessee under the terms of this Lease even if after such assignment or subletting the terms of this Lease arc materially changed or altered without the consent of Lessee, the consent of whom shall not be necessary.

12.3. No Release of Lessee. Regardless of Lessor's consent, no subletting or assignment shall release Lessee of Lessee's obligation or alter the primary liability of Lessee to pay the rent and to perform all other obligations to be performed by Lessee hereunder. The acceptance of rent by Lessor from any other person shall not be deemed to be a waiver by Lessor of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any assignee of Lessee or any successor of Lessee, in the performance of any of the terms hereof, Lessor may proceed directly against Lessee without the necessity of exhausting remedies against said assignee. Lessor may consent to subsequent assignments or subletting of this Lease or amendments or modifications to this Lease with assignees of Lessee, without notifying Lessee, or any successor or Lessee, and without obtaining its or their consent thereto and such action shall not relieve Lessee of liability under this Lease.

13. Liens. All property of Lessee which may be at any time during the term of this lease in or upon said leased premises, whether exempt from execution or not, shall be bound and subject to a lien for a payment of the rent from any breach by Lessee of any of the covenants or agreements of this lease to be by it performed. In case default be made in the payment of any installment payments of the rents reserved herein, or any part or parts thereof, when the same becomes due, and if such default continues for a period of ten (10) days after written notice by Lessor to Lessee that it is in default, the Lessor, his successors or assigns, may take possession of said property, or any part or parts thereof, and sell or cause the same to be sold at public or private sale, with or without notice, to the highest bidder for cash, and

apply the proceeds of said sale toward the costs thereof and then toward the debt and/or damages as aforesaid, the remainder, if any, to be returned to Lessee.

14. Defaults; Remedies.

14.1. Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

A. The vacating or abandonment of the Premises by Lessee, or the cessation of the regular operation of The Pony Bar and Grill within the Premises for a period of thirty (30) consecutive days

B. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of three days after written notice thereof from Lessor to Lessee. In the event that Lessor serves Lessee with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes such Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph.

C. The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, other than described in Paragraph B above, where such failure shall continue for a period of 30 days after written notice thereof from Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that more than 30 days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commenced such cure within said 30-day period and thereafter diligently prosecutes such cure to completion. And/or, if Lessee defaults on the terms of its loan documents with First Bank in the loan used to finance Lessee's acquisition of The Pony Bar and Grill from Lessor, which default is not cured within thirty (30) days.

D. (i) The making by Lessee of any general arrangement or assignment for the benefit of creditors; (ii) Lessee becomes a "debtor" as defined in II U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days. Provided, however, in the event that any provision of this Paragraph is contrary to any applicable law, such provision shall be of no force or effect.

14.2. Remedies. In the event of any such material default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

A. Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reflecting, including necessary renovation and alteration of the Premises, and reasonable attorney's fees; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided.

B. Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

C. Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state wherein the Premises are located. Unpaid installments of rent and other unpaid monetary obligations of Lessee under the terms of this Lease shall bear interest from the date due at the maximum rate then allowable by law.

14.3. In the event of any such material default or breach of this lease, in addition to all other remedies provided for herein, Lessor may, without previous notice, re-enter and repossess itself of said premises, or any part thereof, with or without legal proceedings, using such force as may be necessary, and to expel Lessee or any persons thereon under this lease, and to remove there from any and all personal property belonging to Lessee without prejudice to any claim for rent or for the breach of covenants hereof and without being guilty of any manner of trespass or forcible entry or detailed, and, when in possession, to re-let the same.

14.4. Default by Lessor. Lessor shall not be in default unless Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor specifying wherein Lessor has failed to perform such obligation, provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for performance then Lessor shall not be in default if Lessor commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

14.5. Late Charges. Lessee hereby acknowledges that late payment by Lessee to Lessor of rent and other sums due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Therefore, Lessee shall pay to Lessor a late charge equal to 6% of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

15. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (all, of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the building of the Premises, or more than 25% of the land area of the Premises which is not occupied by any building, is taken by condemnation, Lessee may, at Lessee's option, to be exercised in writing only within ten (10) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in, accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the proportion that the floor area of the building taken bears to the total floor area of the building situated on the Premises. No reduction of rent shall occur if the only area taken is that which does not have a building located thereon. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Lessor (the "Severance

Damages"), whether such award shall be made as compensation for diminution in value of the premises or of leasehold trade fixtures and removable personal property. However, in the event Lessee exercises its Option as described in Paragraph 5, as to any portion of the Severance Damages allocated to the Premises of which Lessor has not expended in repair of damage to the Premises caused by such condemnation, the Purchase Price shall be reduced by the amount of such Severance Damages allocated for the Premises, not to exceed $900,000.00, and should the Severance Damages exceed $900,000.00, Lessor shall be entitled to retain such excess amounts.

16. Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

17. Time of Essence. Time is of the essence.

18. Additional Rent. Any monetary obligations of Lessee to Lessor under the terms of this Lease shall be deemed to be rent.

19. Incorporation or Prior Agreements; Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Lessee hereby acknowledges that neither the Lessor nor any employees, agents or representatives of Lessor has made any oral or written warranties or representations to Lessee relative to the condition or use by Lessee of said Premises and Lessee acknowledges that Lessee, assumes all responsibility regarding the Occupational Safety Health Act, the legal use and adaptability of the Premises and the compliance thereof with all applicable laws and regulations in effect during the term of this Lease except as otherwise specifically stated in this Lease.

20. Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, electronic delivery (e-mail) or by certified mail, and if given personally or by mail, shall be deemed sufficiently given if addressed to Lessee or to Lessor at the address noted below the signature of the respective parties, as the case may be. Either party may by notice to the other specify a different address for notice purposes except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice purposes. A copy of all notices required or permitted to be given to Lessor hereunder shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate by notice to Lessee. For the records, any delivery via e-mail shall be to the following e-mail addresses:

Lessor: _____

Lessee: _____

21. Waivers. No waiver by Lessor or any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Lessee of the same or any other provision. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee. The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding breach by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

22. Recording. Either Lessor or Lessee shall, upon request of the other, execute, acknowledge and deliver to the other a short form memorandum of this Lease for recording purposes; such short form memorandum shall include sufficient information to provide third party notice of the existence of the Option.

23. Holding Over. If Lessee, with Lessor's consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month with all the provisions of this Lease pertaining to the obligations of Lessee remaining the same.

24. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25. Covenants and Conditions. Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

26. Binding Effect; Choice of Law. This Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Wyoming with exclusive venue to be in the District Court for Sheridan County, Wyoming.

27. No Encumbrance. Lessor warrants that, as of the date of the Lease Agreement and the date of any closing related to exercise of the Option, should such occur, it has legal and beneficial title to the Premises, free and clear of any and all liens, pledges, mortgages, security interests or encumbrances of any kind. Further, Lessor shall not, without the prior written consent of Lessee, which consent may be withheld by Lessee in its sole and absolute discretion, directly, indirectly or by operation of law, sell, transfer, assign, dispose of, grant any easement or property right, pledge, convey, option, mortgage, hypothecate or encumber all or any portion of the Premises, or of the leasehold trade fixtures or any personal property upon the Premises.

28. Attorney's Fees. If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court.

29. Lessor's Access. Lessor and Lessor's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, and making such alterations, repairs, improvements or additions to the Premises or to the building deemed necessary or desirable.

30. Consents. Wherever in this Lease the consent of one party is required to an act of the other party, such consent shall not be unreasonably withheld.

31. Quiet Possession. Upon Lessee paying the rent for the Premises and observing and performing all of the covenants, conditions and provisions on Lessee's part to be observed and performed hereunder, Lessee shall have quiet possession of the Premises for the entire term hereof subject to all of the provisions of this Lease. The individuals executing this Lease on behalf of Lessor represent and warrant to Lessee that they are fully authorized and legally capable of executing this Lease on behalf of Lessor and that such execution is binding upon all parties holding an ownership interest in the Premises.

32. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such

payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

33. Authority. If Lessee is a corporation, limited liability company, trust, or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity. If Lessee is a corporation, limited liability company, trust or partnership, Lessee shall, if requested by Lessor, within thirty (30) days after execution of this Lease, deliver to Lessor evidence of such authority satisfactory to Lessor.

34. Conflict. Any conflict between the printed provisions of this Lease and the handwritten provisions shall be controlled by the handwritten provisions. All modifications via handwriting must also be initialed by both parties to be effective.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES. LESSOR AND LESSEE HAVE JOINTLY PREPARED THIS LEASE. EACH PARTY HAS HAD OPPORTUNITY TO SEEK ADVICE FROM AND REVIEW THIS LEASE WITH AN ATTORNEY OF ITS CHOOSING.

The parties hereto have executed this Lease at the place on the dates specified immediately adjacent to their respective signatures.

LESSOR: TASC Properties, LLC, by its Members

By: _____ Date: _____

By: _____ Date: _____

LESSEE: The Pony Bar and Grill, Inc., by its Shareholders

By: _____ Date: _____

By: _____ Date: _____

Personally Guaranteed by:

By: _____ Date: _____
Troy Goodwin

By: _____ Date: _____
Kari Goodwin

ASSIGNMENT OF LIQUOR LICENSE

For good and valuable consideration, Pony Lounge and Frontier Liquor, Inc., a Wyoming corporation ("Assignor"), agrees that it shall transfer and assign unto The Pony Bar and Grill, Inc., a Wyoming corporation, whose address is 3 South Gould Street, Sheridan, Wyoming 82801 ("Assignee"), all of Assignor's right, title, and interest in and to the City of Sheridan Retail Liquor License (the "License"), subject to:

1. This Assignment shall become effective on:
    a. The approval of the State of Wyoming and City of Sheridan, Wyoming of the Application to Transfer Ownership of the License to Assignee; and
    b. Payment of the amount owed by Assignee to Assignor for the License as set forth in that contract between the parties; and
    c. f such approval and/or payment is not obtained for any reason, this Assignment shall be void.
2. This assignment is fully subject to all applicable State of Wyoming and City of Sheridan, Wyoming laws, ordinances, and regulations.

DATED the 2nd day of January, 2023.

Pony Lounge and Frontier Liquor, Inc.

By: _____
Shareholder