



**AGENDA
CITY OF SHERIDAN
FEBRUARY 13, 2023
STUDY SESSION COUNCIL MEETING START 5:30 P.M.**

1. Discussion of the Transfer of the Spruce LLC Licenses to 205 Coffeen Ave - City Clerk Cecilia Good
 - Retail Liquor License #23
 - Bar and Grill License #6
2. Discussion of Award to T-O Engineers LLC for Geographic Information System (GIS) On-Call Professional Services - Public Works Director Hanns Mercer
3. Discussion of Bid Award to LJS Concrete & Excavating for the North Heights Waterline Replacement Phase II Project in the Amount of \$1,849,014.53 - Public Works Director Hanns Mercer
4. Discussion of Purchase of 2023 Freightliner Snowplow in the amount of \$322,644.00 - Public Works Director Hanns Mercer
5. Discussion of Bid Award to Altitude Coatings & Solution for Interior Painting for City Hall Project in the Amount of \$37,171.83 - City Engineer Thomas Morneau
6. Discussion of Bid Award to Sheridan Floor to Ceiling for Carpet Replacement for City Hall Project in the Amount of \$65,511.30 - City Engineer Thomas Morneau
7. Discussion of Employee Compensation Proposal - Human Resources Director Heather Doke
8. Discussion of Vaping and Paraphernalia Ordinances - City Attorney Brendon Kerns
9. Discussion of Doubleday Lease Agreement - City Attorney Brendon Kerns



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 the Transfer of the Spruce LLC Licenses to 205 Coffeen Ave - City Clerk Cecilia Good

- Retail Liquor License #23
- Bar and Grill License #6

From: Cecilia Good, City Clerk

To: Mayor and Council

CC: City Administrator Stuart McRae

Date: 02/13/2023

Background:

Spruce Restaurant LLC currently holds two liquor licenses - Bar & Grill License #6 and Retail License #23. The applicant is requesting to transfer both of those licenses from 2 E Alger St to 205 Coffeen Avenue. The Retail License will be located on the 2nd floor of the building and the Bar & Grill License will be located on the first floor. The Retail License is proposed to be used as a liquor boutique with ready-made cocktails, wine, craft beers, and other spirits. The Bar & Grill License will be used as a full-service restaurant and bar with a full dinner menu.

Per Resolution #58-22, approved November 7, 2022 the City Council stated that to maintain its Retail License, Spruce Restaurant LLC shall become operational, as defined by Wyoming State Statute, by December 31st, 2023. The license may be extended by one final year for extenuating circumstances.

Per Resolution #22-22, the City Council stated the to maintain its Bar & Grill License, Spruce Restaurant LLC shall become operational, as defined by Wyoming State Statute, by July 6, 2023. The license may be extended by one final year for extenuating circumstances.

Discussion:

W.S. 12-4-104 - A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

- (i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;
- (ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;
- (iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;
- (iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or
- (v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be

carried out by the issuance, renewal or transfer of the license or permit.

Attachments

Spruce Retail #23

Resolution 22-22 Extending Parked Bar and Grill Liquor License #6 Spruce

Resolution 58-22 Extending Parked Retail Liquor License #23

Spruce Bar and Grill #6

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

License Fees	Annual Fee: \$	Local License #: 23
	Prorated Fee: \$	Date filed with clerk: 1 / 31 / 2023
	Transfer Fee: \$ 100.00	Advertising Dates: (2 Weeks) 2/8/2023 & 2/15/2023
	Publishing Fee: \$ 90.00	Hearing Date: 2 / 20 / 2023
Publishing Fee Direct Billed to Applicant: ☐		
License Term:	2 / 21 / 2023	Through 12 / 31 / 2023
	Month Day Year	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: Spruce Restaurant LLC

Trade/Business Name (dba): birch

Building to be licensed/Building Address: 205 Coffeen Ave
Shendan WY 82801 Shendan

Local Mailing Address: 1369 Bobwhite Ct
Shendan WY 82801

Local Business Telephone Number: (307) 655-5551 Fax Number: () NA

Business E-Mail Address: birchrestaurant342@gmail.com

FILING FOR

- ☐ NEW LICENSE
- ☒ TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)

- ☒ CITY OF: Shendan
- ☐ COUNTY OF:

FILING AS (CHOOSE ONLY ONE)

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

- ☐ TRANSFER OWNERSHIP
- ☐ ASSIGNMENT LETTER ATTACHED
- FORMERLY HELD BY:

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

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

- ☐ RESTAURANT LIQUOR LICENSE
- ☐ 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) (specify months of operation) from Jan to December
- ☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Tue to Sat
- ☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 9am to 10pm

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 _____ paragraph _____ of lease.
- (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease.
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)
2. 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:**
- Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

6. **RESORT LICENSE:**
- Does the resort complex:
- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
- (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

7. **MICROBREWERY LICENSE:**
- (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:**
- 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:

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:

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:

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)

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 <i>DO NOT LIST PO BOXES</i>	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?
Travis	1/12	1234 Main St Anytown, CA 90210	555-123-4567	YES ☒ NO ☐	YES ☐ NO ☒	YES ☒ NO ☐
John Doe	1/1	5678 Oak Ave Anytown, CA 90210	555-987-6543	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.)

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 Corpora te Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Travis Sorenson			405	5	50%	YES ☐ NO ☒	YES ☒ NO ☐
Heather Sorenson				5	50%	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 31st day of January, 20 23 that the facts alleged in the foregoing instrument are true by the following:

- | | | |
|--------------------------------------|---|-----------------------|
| 1) <u>[Signature]</u>
(Signature) | <u>Heather Sorenson</u>
(Printed Name) | <u>owner</u>
Title |
| 2) _____
(Signature) | _____
(Printed Name) | _____
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]
Signature of Notary Public



My commission expires: Dec 10 2023



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:	Spruce Restaurant, LLC
Common Name (doing business as):	birch
Street Address:	205 Coffeen Ave, 2nd Floor
Phone #:	307. 655.5551

Type of License (circle):

<u>Retail</u>	Limited (Club)	Restaurant	Bar & Grill	Microbrewery	Satellite
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Hours of Operation

Our planned hours of operation are:

9am - 9pm Tue - Thur ; 9am - 10pm Fri and Sat

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

The premises will be operated as:

Retail liquor boutique with ready made craft cocktails, fine wines and spirits, and craft beers

Nature of Business:

Bar

Package Liquor

Restaurant

Regular Events:

Happy Hour

Live Entertainment

Special Events:

Competitions of
Strength

Other Special Events

Other:

(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:

40

In order to comply with our capacity limits we shall:

monitor arrival and departure of guest coming
to the space

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

having owners on site and trained managers
to ensure order on premises

Rules of the establishment shall be enforced by:

owners being on site and management team

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:

all staff will be age 21 and older and
TIPS certified

Heather Sorenson

Signature of License Holder

Date

Heather Sorenson

Printed Name

**CITY OF SHERIDAN
RESOLUTION 22-22**

A RESOLUTION EXTENDING THE PARKED BAR AND GRILL LIQUOR LICENSE #6 BY ONE YEAR.

WHEREAS, Retail License #6, held by Spruce Restaurant LLC, was parked for one year as of July 6th, 2022, per Wyoming Statute 12-4-103(a)(iv); and

WHEREAS, per Wyoming Statute 12-4-103(a)(iv) and City Ordinance 4-14, a liquor license may be non-operational for an additional one-year period, with the approval of City Governing Body, upon the showing by the Licensee of "good cause"; and

WHEREAS, the City of Sheridan has found good cause to allow Bar and Grill License #6 held by Spruce Restaurant LLC to be non-operational for one year; and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN:

1. That the Licensee has demonstrated good cause to allow the license to be parked for an additional one-year period as follows:
 - a. As a result of labor and supply shortages, construction has been delayed.
 - b. Licensee is in the process of renegotiating its lease at another location for the operation of Spruce Restaurant.
2. That the Sheridan City Council approves the extension of Bar and Grill License #6's, held by Spruce Restaurant LLC, parked status.
3. To maintain its Bar and Grill Liquor License, Spruce Restaurant LLC shall become operational, as defined by Wyoming Statute, by July 6th, 2023.

PASSED, APPROVED AND ADOPTED this 6TH day of JUNE, 2022.

City of Sheridan


Richard Bridger, Mayor

ATTEST:


Cecilia Good, City Clerk



**CITY OF SHERIDAN
RESOLUTION 58-22**

A RESOLUTION EXTENDING THE PARKED RETAIL LICENSE #23 BY ONE YEAR.

WHEREAS, Retail License #23, held by Spruce Restaurant LLC, will be parked for one year as of May 2, 2023 per Wyoming Statute 12-4-103(a)(iv), 2023; and

WHEREAS, per Wyoming Statute 12-4-103(a)(iv) and City Ordinance 4-14, a liquor license may be non-operational for an additional one-year period with the approval of the City Governing Body upon the showing by the Licensee of "good cause;" and

WHEREAS; the City of Sheridan has found good cause to allow Retail License #23 held by Spruce Restaurant LLC to be non-operational for one additional year; and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERIDAN:

1. That the Licensee has demonstrated good cause to allow the license to be parked for an additional one-year period as follows:
 - a. Currently, the Cady building is undergoing a huge renovation/restoration and is experiencing delays from contractors.
 - b. The plan for completion has been pushed back to April 2023. This will push back the opening date to the public to May 2023.
2. That the City Governing Body approves the extension of Retail License #23, held by Spruce Restaurant LLC, parked status.
3. To maintain its Retail License, Spruce Restaurant LLC shall become operational, as defined by Wyoming State Statute, by December 31, 2023.

PASSED, APPROVED AND ADOPTED this 7th day of November, 2022.

City of Sheridan


Richard Bridger, Mayor

ATTEST:


Cecilia Good, City Clerk



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

License Fees
 Annual Fee: \$ _____
 Prorated Fee: \$ _____
 Transfer Fee: \$ 100.00
 Publishing Fee: \$ 90.00

Local License #: 60
 Date filed with clerk: 1 / 31 / 2023
 Advertising Dates: (2 Weeks) 2/8/2023 & 2/15/2023
 Hearing Date: 2 / 20 / 2023

Publishing Fee Direct Billed to Applicant: ☐

License Term: 2 / 21 / 2023 Through 12 / 31 / 2023
 Month Day Year 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: Spruce Restaurant LLC
 Trade/Business Name (dba): birch
 Building to be licensed/Building Address: 205 Coffeen Ave
 Number & Street
Sheridan WY 82801 Sheridan
 City State Zip County
 Local Mailing Address: 1369 Bobwhite Ct
 Number & Street or P.O. Box
Sheridan WY 82801
 City State Zip
 Local Business Telephone Number: (307) 455-5551 Fax Number: () NA
 Business E-Mail Address: _____

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: _____

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)

(specify months of operation)

from Jan to Dec

☐ SEASONAL/PART-TIME

DAYS OF WEEK (e.g. Mon through Sat)

from Tue to Sat

☐ NON-OPERATIONAL/PARKED

HOURS OF OPERATION (e.g. 10a - 2a)

from 4pm to 10pm

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 _____ paragraph _____ of lease.

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

Have you submitted a valid food service permit or application? W.S. 12-4-413(a)

☐ YES ☒ NO**6. RESORT LICENSE:**

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)

☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)

☐ YES ☐ NO

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

☐ YES ☐ NO

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

1. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO**7. MICROBREWERY LICENSE:**

(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:**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:

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:

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:

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)

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.)

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 <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corpora te Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Travis Sorenson				5	50%	YES ☐ NO ☒	YES ☒ NO ☐
Heather Sorenson				5	50%	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)
COUNTY OF Sheridan) SS.

Signed and sworn to before me on this 31st day of January, 2023 that the facts alleged in the foregoing instrument are true by the following:

- 1) [Signature]
(Signature)

Heather Sorenson
(Printed Name)

owner
Title
- 2) _____
(Signature)

(Printed Name)

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]
Signature of Notary Public

My commission expires: Dec 10, 2023



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:	Spruce Restaurant, LLC
Common Name (doing business as):	birch
Street Address:	205 Coffeen Ave Sheridan
Phone #:	307.655.5551

Type of License (circle):

Retail	Limited (Club)	Restaurant	Bar & Grill	Microbrewery	Satellite
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Hours of Operation

Our planned hours of operation are:

Tuesday - Saturday (T, W, Th 4-9p) (F+S 4-10p)

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

The premises will be operated as:

Full service restaurant and bar with happy hour, full dinner menu, and chef's tasting dinner options

Nature of Business:

Bar

Package Liquor

Restaurant

Regular Events:

Happy Hour

Live Entertainment

Special Events:

Competitions of
Strength

Other Special Events

Other:

(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:

40

In order to comply with our capacity limits we shall:

only take reservations for the allowed capacity. Hosts and servers will monitor arrival and departure for each guest.

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

having owners on site and trained managers to ensure order on premises

Rules of the establishment shall be enforced by:

owners on site and management team

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:

only hire servers who are age 21 and older and all staff will be TIPS certified

HAS

Signature of License Holder

Date

Heather Sorenson

Printed Name



CITY OF SHERIDAN, WYOMING

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

Ph (307) 674-6483 Fax (307) 674-2195

Public Works

MEMORANDUM

Project Name: Discussion of Award to T-O Engineers LLC for Geographic Information System (GIS) On-Call Professional Services - Public Works Director Hanns Mercer
From: Hanns Mercer, Public Works Director
To: Mayor and Council
CC:
Date: 12/16/2022

Recommendation:

Staff recommends that the Mayor and City Council award the GIS On-Call Professional Services Contract to T-O Engineers LLC.

Staff requests that 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 contract.

Background:

The expectations of the qualified firm will be required to review and evaluate the following scope items:

- Maintain and update all existing City of Sheridan GIS layers
- Create new datasets upon request
- Create and update GIS maps upon request
- Provide innovative upgrades to existing GIS programs
- Customize and maintain GIS related webpages, webviewers, etc.
- Work with Sheridan County to acquire GIS and Assessor updates
- Provide customized solutions for special projects as requested
- Help integrate City GIS into CityWorks
- Knowledge of municipal data collection
- Provide support to City staff related to GIS issues and concerns

The Request for Proposals was advertised in the Sheridan Press on December 9 and 16, 2022, and proposals were due on January 5, 2023.

9 firms submitted proposals:

- Langan Engineering and Environmental Services, Inc.
- Gartrell Group
- Interstate Engineering, Inc.
- Morrison Maierle
- Engineering Associates
- Argis Solutions, Inc.
- T-O Engineers LLC
- Wood Group, Inc.
- WWC Engineering

A selection committee conducted evaluations on January 19, based on the following criteria:

- Experience and staff
- Approach
- Turnaround time
- Submittals

It was decided to interview the top 5 firms prior to making a decision.

Funding:

Funding was budgeted in FY23 Engineering's Professional Services budget.



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 Bid Award to LJS Concrete & Excavating for the North Heights Waterline Replacement Phase II Project in the Amount of \$1,849,014.53 - Public Works Director Hanns Mercer

From: Hanns Mercer, Public Works Director

To: Mayor and Council

CC:

Date: 12/27/2022

Recommendation:

The City of Sheridan received sealed bids for the North Heights Waterline Replacement Phase II Project and the bid opening took place on February 7, 2023. Staff recommends that the Mayor and City Council award the North Heights Waterline Replacement Phase II Project to LJS Concrete & Excavating, the lowest qualified bid, in the amount of \$1,849,014.53, pending concurrence from SRF.

Staff requests that for the North Heights Waterline Replacement Phase II Project, 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:

The North Heights Waterline Replacement Phase II Project includes the replacement of all ductile iron water mains for the North Heights Waterline Replacement Phase II Project. Construction shall include a total of 4,027 LF of 8" PVC mainline, 388 LF of 12" PVC mainline, 101 service connections, one connection into the 12" mainline, two future stubouts, abandonment of the existing main, and restoration of all surfacing to original condition. Temporary water shall be supplied to residents at all times as well as traffic control to ensure safe travel of local traffic.

The project was advertised on January 4, 13, and 23, 2023. A pre-bid conference was held on January 19, 2023 and bids were due on February 7, 2023.

Bids Received:

- | | |
|--------------------------------|----------------|
| ● LJS Concrete & Excavating | \$1,849,014.53 |
| ● Wilson Brothers Construction | \$1,985,012.50 |
| ● Northern Underground, LLC | \$2,136,825.50 |
| ● Mountain View Building, Inc. | \$2,572,452.00 |

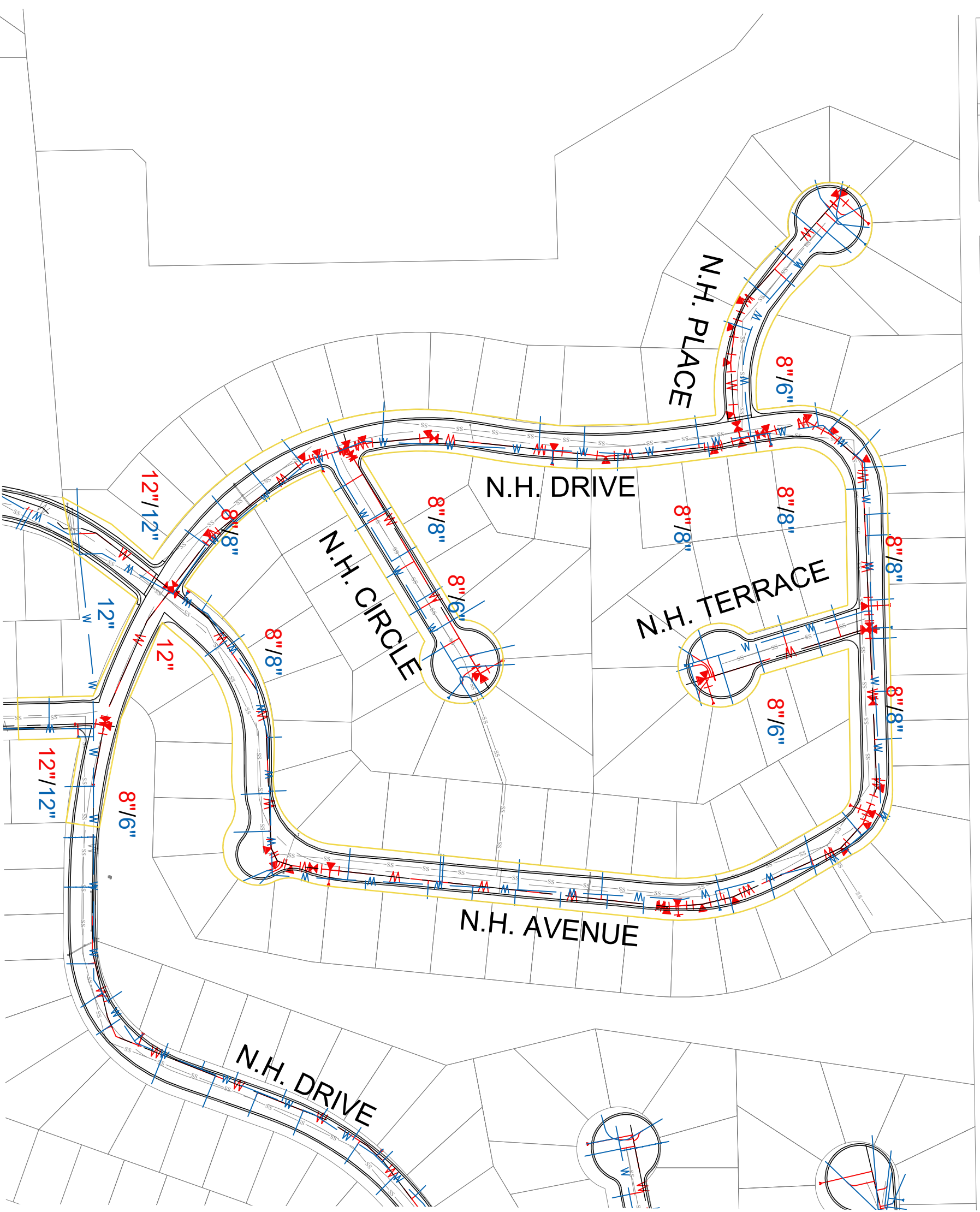
Funding:

This project is funded with a DWSRF loan, CAP Tax and Water Enterprise Fund.

Attachments

Infrastructure Map

Phasing Map



LEGEND:

EXISTING CONDITIONS

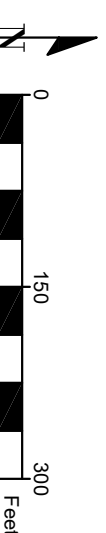
- SS — SANITARY MAINLINE
- ⊙ — SANITARY MANHOLE
- OE — OVERHEAD ELECTRIC
- C — BURIED GAS
- BE — BURIED ELECTRIC
- ST — STORM SEWER
- W — WATER MAIN
- ⚡ — FIRE HYDRANT
- ⋈ — GATE VALVE
- ⌘ — CURB STOP

PROPOSED CONSTRUCTION

- W — WATER MAIN
- ⬆ — THRUST BLOCK
- ⚡ — HYDRANT
- ⋈ — GATE VALVE

NOTES:

- EXISTING "BLUE" WATERLINES ARE DUCTILE IRON PIPE (DIP)
- PROPOSED "RED" WATERLINES ARE POLYVINYL CHLORIDE (PVC)

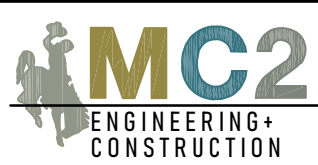


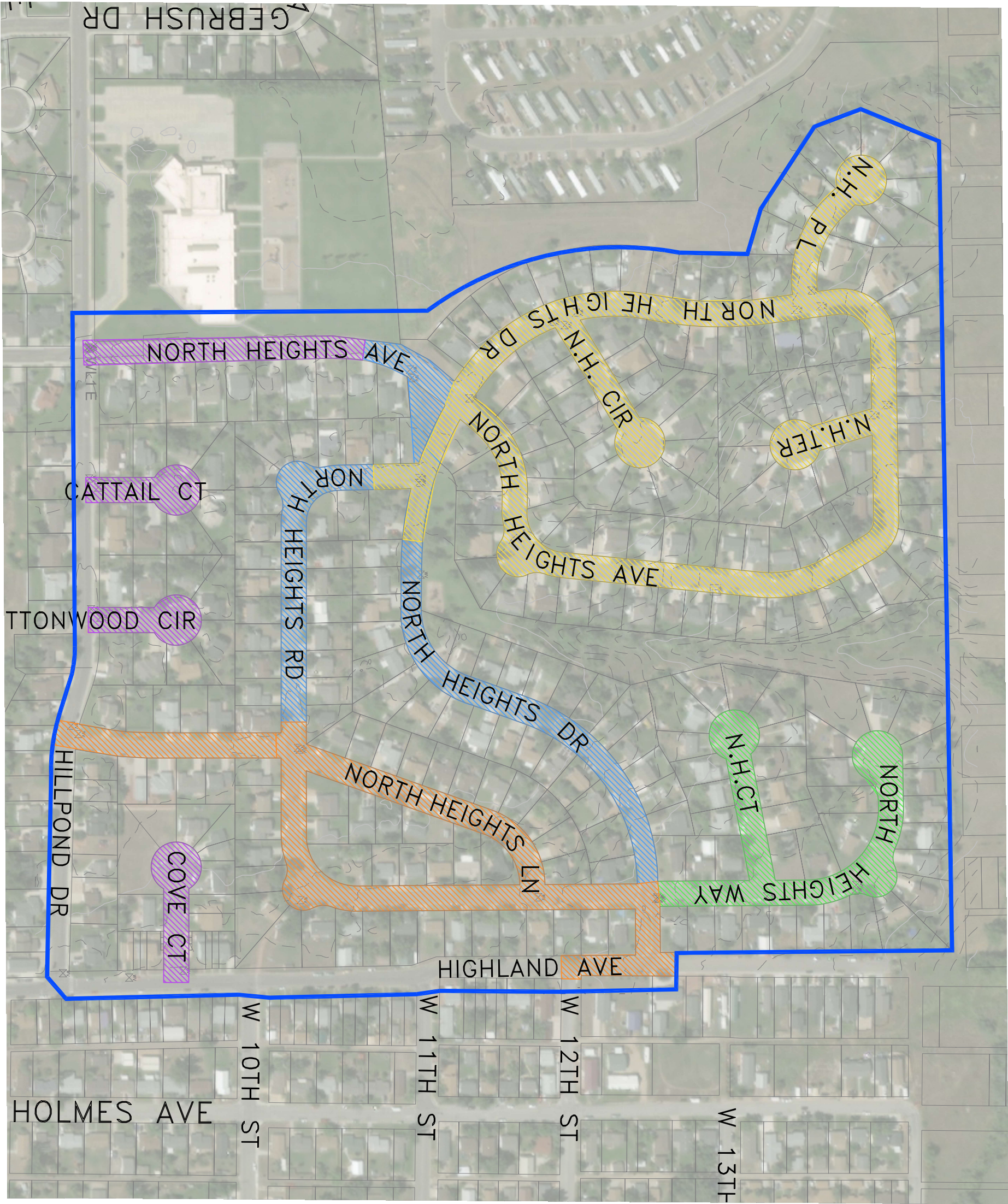
NO.	AMENDMENT	DATE	INT.

DESIGN: ###
CHECK: ###
DATE:

#####

902 North Main Street
Sheridan, WY 82801
Office: 307.673.7350
www.mc2engineering.com





LEGEND:

- PHASE I
- PHASE II
- PHASE III
- PHASE IV
- PHASE V

NOTES:

1. PHASING FOR THIS PROJECT IS BASED ON FUNDING AND SEASONAL WORK. THE PHASES ARE SUBJECT TO BE COMBINED PER CONSTRUCTION SEASON.





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 Discussion of Purchase of 2023 Freightliner Snowplow in the amount of \$322,644.00 - Public Works
Name: Director Hanns Mercer
From: Cecilia Good, City Clerk
To: Mayor and Council
CC:
Date:

Background:

The City currently owns a 2001 Volvo tandem axle 10CY end dump. Coolant lines are failing and parts are not available for the repair which would render this truck unuseable. Shop staff have brazed the leaks to keep the truck operational, but the timeline of repair is unknown. City services depend on an operating fleet of snow plow trucks. Staff requests that council approve purchasing an available 2023 Freightliner tandem axle snow plow truck using the unrestricted fund balance.

Attachments

Quote 1
Quote 2
Quote 3

Prepared For: Stock - Quick Ship
Name: Michael Kuzara
E-Mail: mkuzara@sheridanwy.net
Quoted On: 2/8/2023
Quote Exp.: 9/8/2022

Quote #: Q-26826-3
Prepared By: Patrick Silvey
E-Mail: psilvey@henkemfg.com
Phone:

Bill To: Wausau Equipment Company,
Inc. - New Berlin, WI
Ship To: Wausau Equipment Company,
Inc. - New Berlin, WI

Credit Terms: Net 30
Freight Terms: EX3 - CPU
Incoterms: EX Works (Transfer at Origin
on Notification)

Machine Information:

Make: Freightliner
Model: 114SD
Axle: Tandem Axle
Drivetrain: 2WD

Year:

Notes: Demo Truck 202

Custom Product

Lead Time:

App. Wt: 0.00lbs
Hyd Funct. 0

Product

1 N/A 114SD
Conventional chassis
2023 model year specified
Set back axle - truck
Expected front axle(s) load : 20000.0 lbs
Expected rear drive axle(s) load : 34000.0 lbs
Detroit dd13 12.8l 470 hp @ 1625 rpm, 1900 gov rpm, 1650 lb ft @
975 rpm
Allison 4000 RDS automatic transmission with pto provision
70 gallon/264 liter aluminum fuel tank
Painted white

Custom Product Net: \$ 135,542

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Custom Product

Lead Time:

App. Wt: 0.00lbs

Hyd Funct. 0

Product

1 N/A

Model: MR (Monoshell tandem axle)

Length: 14 Feet

Width interior: 88 inches

Width exterior: 96 inches

Headboard: The headboard will be 60" high with integral cylinder well. There shall be two vertical vee pleats standard. The cylinder well will be 12-1/2" deep made from 3/16" mild steel plate.

Hoist Basket: The hoist basket will be a floor line cylinder pivot with removable 1-3/4" bearing blocks. The bearing block will be sized to match the selected cylinder.

H1 – Non-inverted telescopic cylinder

Floor: It shall be a one-piece floor with 54-degree ramps to each side. It shall have a monocoque design long sills of formed 1/4" abrasion resistant plate 10" deep section, internally bulkheaded. There shall be a full width tubular cross members in the front and rear of body. There shall be one intermediate cross member formed from 3/16" mild steel plate. There shall be a 1/4" x 10" full width steel rear skirt. It shall have 108 federal light holes supplied standard. The box will be heatable longitudinally through both perimeter and long sills.

Side: It shall be formed from a 3/16" one-piece steel plate with formed box section top and bottom. There shall be 15" x 4" vertical heated rear posts (base section). There shall be one 7" x 3.5" section front post with three 7" x 3.5" side posts. Horizontal box bracing will be optional. There will be two lift lugs per side standard. It shall

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have 6" high rear and intermediate board pockets to accept 2" thick planks. There will also be an inner front board pocket at top of headboard. The sides will have dirt shedding 45-degree lower rub-rails standard.

Tailgate: The tailgate will be formed from 1/4" abrasion resistant plate with 3/16" ga perimeter box reinforcements plus a nine panel bracing design formed from 3/16" plate. The tailgate will have a 45-degree dirt shedding design, full box section top horizontal two-way action standard. There will be 3/8" adjustable chains standard. There shall be 1-1/2" flame cut hinge ears with 1-1/4" diameter galvanized handle pins. There shall be 1-1/4" diameter lower latch rod and two chain hooks per side standard (attached to rear post).

Tailgate Locking Mechanism: The locking mechanism will be a 1" rod located in the front of the box on the driver's side. It shall be a single adjustment push rod to rear. It shall have a 1" diameter full width of body traverse rod with four bearing points. Positive lock cam action latches giving a double lock action and are independently adjustable. The latches will be 1/2" thick flame cut ears with 5/8" thick flame cut locking finger.

1 N/A

Install - dump body

Custom Product Net: \$ 44,108

Custom Product

Lead Time:

App. Wt: 0.00lbs

Hyd Funct. 0

Product

1 N/A

Force America piston pump mounted direct to an Allison 3000 RDS transmission using a hotshift PTO allowing hydraulic system to be shut off

Filter mounted at the reservoir and equipped with an in tank 60 gpm return filter allowing service of filter without siphoning oil from the reservoir

Valve control shall with be Force America 5100ex series patrol commander ultra 3-stick configuration

Wiring and connectors color coded

The controller pedestal will be floor mounted

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The electronic controller will be a fully proportional / multi stick to operate all cylinder functions with four auxiliary rocker switches available and a 5th switch being the main power for the spreader. Switches will be located between the joystick and spreader control. The multi stick control will include LED backlit nomenclature for all joystick functions and include a momentary push button at the top of the hoist stick to provide hoist interlock. The electronic spreader control will be designed for precise close loop application of a minimum of four granular materials and pre wet liquid. Force America VT-35G2 hydraulic reservoir with 35 gallon nominal capacity, constructed of stainless steel. Sight temperature gauge externally mounted magnetic drain plug. Shut off valve in suction line at tank with low level alarm in cab. The valve / tank assembly shall be Force America VT-35G2. The valve assembly will be mounted in a weather tight high density polyethylene enclosure to protect from road and pressure wash spray. Valve sections will be arranged as follows:

- Hoist
- Plow lift
- Plow angle
- Wing toe
- Wing heel
- Wing hydraulic push-beam
- Spreader control to be electric over hydraulic

1 N/A Hydraulic System Install

Custom Product Net: \$ 37,600

FPH - Flat Plate Hitch

Lead Time: 30-45 Days

App. Wt: 309.00lbs

Hyd Funct. 1

Truck Side Hitch

1 6237120 Truck side flat plate hitch: accepts all parallel lift plows and adapter hitches (SQH)

Truck Attach

1 623* Side plate truck attach kit

Product

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1 N/A Truck side hitch install

Paint

25 7182102 Satin Black

FPH - Flat Plate Hitch Net: \$ 4,063

Custom Product

Lead Time:

App. Wt: 0.00lbs

Hyd Funct. 0

Product

1 N/A Poly fenders with mounting brackets
Mudflaps attached to either fender
Strobe light bar mounted on top of cab guard with swivel bracket
Fender mounted LED heated plow lights
(2) 6" LED stop / turn / tail lights mounted in rear of body
(2) 6" LED back-lights mounted in rear of body
Body up indicator in cab
Pintle hook
(2) "D" rings
7-pin Trailer socket
Chassis lights remounted at rear

1 N/A Accessories Install

Custom Product Net: \$ 9,354

FREIGHT INCLUDED

Lead Time:

App. Wt: 0.00lbs

Hyd Funct. 0

Fees

1 N/A Freight included - order is prepay and allow

FREIGHT INCLUDED Net: \$ 4,000

Net Total For All Items Above Not Including Options: \$ 234,667

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Truck Information Checklist - Must Be Filled At Time Of Order

Please confirm the truck year:	
Please confirm the truck make:	
Please confirm the truck model:	
Please confirm the truck axle (circle one):	Single Axle or Tandem Axle
Please confirm the if the truck is all wheel drive (circle one):	Yes or No

The above prices, specifications, and all attached terms and conditions are hereby accepted as part of this agreement. Wausau Equipment and Henke Manufacturing are authorized to supply the equipment and services as specified to:

Note: All purchase orders must reflect this quote number on the PO => Q-26826

Organization: _____

Signature: _____

Title: _____

Date: _____

Req. Delivery Date: _____

PO: _____

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Terms & Conditions

- All lead times are subject to change without notice.
- All quotes are FOB origin unless stated otherwise.
- Freight terms for all CPU orders will be Ex-Works, which transfers title, ownership, and liability to the buyer upon notification of "ready to ship". Buyer assumes all shipping and regulatory responsibilities of transporting goods from the seller's point of origin.
- All prices are shown in USD
- All credit terms are subject to credit approval
- All orders are subject to acceptance by an officer of the company. Orders for products not regularly carried in stock or requiring special engineering or manufacture are in every case subject to approval by an officer of the company. The agreement set forth herein supersedes any prior agreements, representations, or other communications between the parties relating to the subject matter set forth herein. No other terms and conditions shall apply including the terms of any purchase order submitted by Buyer, whether or not such terms are inconsistent or conflict with or are in addition to the terms and conditions set forth herein.
- Work produced at Buyer's request such as sketches, drawings, design, testing fabrication, and materials shall be charged at current rates.
- Any custom orders generated from this quotation (orders for products that need to be designed) will be non-cancelable once they are released for production. Additional production time may be required. Please consult with sales for production time upon order placement.
- Orders regularly entered cannot be canceled except upon terms that will compensate the company for any loss or damage sustained. Such loss will be at a minimum of 10% of the purchase price. The buyer agrees that it shall inspect the equipment immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify in writing of any non-conformity or defect. The buyer further agrees that failure to give such prompt notice or the commercial use of the equipment shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance.
- We reserve the right to change manufacturing specifications and procedures without notice, in accordance with its product improvement policy.
- Our standard warranty (12 months for parts and flat rate labor) shall apply unless otherwise noted.
- The product must be registered for the 24-month warranty to be in effect.
- This quote provides for no hydraulic components & controls other than those mentioned. Dealers must assume that items not in this quote will not be provided.



Prepared For: City of Sheridan, WY
Name: Michael Kuzara
E-Mail: mkuzara@sheridanwy.net
Quoted On: 2/8/2023
Quote Exp.: 3/3/2023

Quote #: Q-26701-3
Prepared By: Patrick Silvey
E-Mail: psilvey@henkemfg.com
Phone:

Bill To: City of Sheridan, WY
Ship To: City of Sheridan, WY

Credit Terms: Net 30
Freight Terms: FC1 - PREPAY & ADD
Incoterms: EX Works (Transfer at Origin on Notification)

Machine Information:

Make: **Axle:** **Year:**
Model: **Drivetrain:**

Notes:

HXC2000-12 - 12 Foot Cartridge Spreader

Lead Time: 180-210 Days

App. Wt: 130.00lbs

Hyd Funct. 2

Hopper

1 6410104 HXC series v-box spreader with removable conveyor cartridge
Hopper: 12ft length x 60in overall height x 82in width
8.32 cubic yard capacity
10 gauge ends, sides, and ribs that are continuously welded on the inside
Hopper top edge is a 2in formed channel to increase stiffness, and the sides, front, and rear are sloped at 40deg, 10deg, and 18deg respectively
7 gauge longsills
7 gauge bolt in replaceable conveyor floor
304 stainless steel construction

Drive/Cartridge

1 6422056 24" wide conveyor chain with 22,000 lb tensile strength and 4.5" flight spacing (every other link)
Conveyor chain has 1/4" x 1-1/2" cross bars fully welded on both the top and bottom

CONNECT WITH US



Cross bars have a “jog” bend on both ends to ensure full contact with the conveyor floor
 2” drive and idle shafts that are keyed to maintain alignment and prevent slipping
 9 tooth drop-forged steel sprockets
 50:1 gearbox
 Speed sensor standard
 Remote chain tensioners are standard
 Twin heavy-duty cartridge removal pull bars (allows for an attachment point to remove cartridge – even fully loaded)
 Pintle chain is painted - satin black

Spin Chute

- 1 6420041 Spinner chute with tilt up spinner and dump over feature
 Telescopic chute assembly works by having the lower spinner housing slide onto the outside of the upper chute
 2 adjustable internal baffles
 4 external spread control baffles (3 adjustable, front fixed)
 The 3 adjustable spinner deflectors have formed corners to effectively control the material spread pattern and are easily adjustable and removable without tools
 Top mounted hydraulic motor
 Spinner comes hinged from Henke allowing it to swing up (hand crank winch available)
 All hydraulic motors are mounted directly to their work piece to reduce maintenance
 10-gauge 304 unpainted stainless steel construction

Spinner Disk

- 1 6423002 Spinner Disk: 20" diameter urathane disk with 6 fins

Inverted Vee

- 1 6436039 Inverted-V for 12ft hopper is adjustable for material flow
 304 unpainted stainless steel construction

Remote Grease Feature

- 1 6430110 Remote grease lines to rear of spreader

Trunion Bar

- 1 6435019 Heavy-duty storage legs weld-on trunion bar with ship loose tailgate lock pins (dealer or end user to locate bar and tailgate lock pins at time of install)
 Dealer or end user may add this option if above heavy-duty storage legs are selected

A36 painted steel - satin black

Slide in Legs/Skid

- | | | |
|---|---------|---|
| 1 | 6434053 | Heavy duty storage legs with tubular sub-frame for 12ft hopper -
Painted mild steel construction - satin black |
|---|---------|---|

Liquid System

- | | | |
|---|---------|---|
| 1 | 6433149 | Curb-side mounted 10 GPM hydraulic pre-wet pump with flow meter
and M12 connection |
|---|---------|---|

Pre Wet Spray Bar

- | | | |
|---|---------|--|
| 1 | 6433009 | Spinner chute mounted pre-wet spray bar with (2) two brass fan
nozzles and quick disconnect |
|---|---------|--|

Features and Add Ons

- | | | |
|---|---------|---|
| 1 | 6433019 | Tank mounted low liquid level float |
| 1 | 6430205 | Light bar with (9) total lights
(2) LED stop/tail/turn lights
(2) LED amber warning lights
(2) LED backup lights
(3) marker/clearance lights
Installed in 304 unpainted stainless steel housing and mounted at
rear of hopper with 10' of wiring harness (in cab control and plug
connection not included) |
| 1 | 6431* | 24" side spill shields (rubber - pair) |

Tank and Prewet System

- | | | |
|---|---------|--|
| 1 | 6433139 | Twin 100 gallon poly pre-wet tanks (200 gallons in total)
Fill port, drainage port and ball valves - pre-plumbed
304 unpainted stainless steel, raised mounting brackets |
|---|---------|--|

Ladder

- | | | |
|---|---------|---|
| 1 | 6430036 | Rear mounted swing up ladder with seven steps
304 unpainted stainless steel construction |
|---|---------|---|

Mounting Device

- | | | |
|---|-----|--|
| 1 | N/A | No Mounting Kit, dealer or end user supplied |
|---|-----|--|

Tie-Down

- | | | |
|---|---------|--|
| 1 | 6412012 | Weld-on (factory location set) tie-down brackets mounted in upper
corners of hopper |
|---|---------|--|

Hydraulic Tubing Mounting Brackets

CONNECT WITH US



1 6074024 Hydraulic Tubing Kits, 11'-12'

Paint

25 7182102 Satin Black

Top Grates

1 6432028 Standard duty top grate screens for 12ft hopper with 2-1/2" x 2-1/2" square openings
Openings are constructed with 3/8" OD round bar welded over a 1-1/2" x 1- 1/2" x 1/4" angle framework
Structural steel I-beam center support
Painted steel construction - satin black

HXC2000-12 - 12 Foot Cartridge Spreader Net: \$ 43,947

FREIGHT INCLUDED

Lead Time:

App. Wt: 0.00lbs

Hyd Funct. 0

Fees

1 N/A Freight included - order is prepay and allow

FREIGHT INCLUDED Net: \$ 2,000

Custom Product

Lead Time:

App. Wt: 0.00lbs

Hyd Funct. 0

Product

1 N/A 6079011- Stucci- 6 Port Kit- Auger, Spinner, Prewet

Custom Product Net: \$ 2,534

Net Total For All Items Above Not Including Options: \$ 48,481

The above prices, specifications, and all attached terms and conditions are hereby accepted as part of this agreement. Wausau Equipment and Henke Manufacturing are authorized to supply the equipment and services as specified to:

Note: All purchase orders must reflect this quote number on the PO => Q-26701

CONNECT WITH US





Organization: _____

Signature: _____

Title: _____

Date: _____

Req. Delivery Date: _____

PO: _____

CONNECT WITH US



Terms & Conditions

- All lead times are subject to change without notice.
- All quotes are FOB origin unless stated otherwise.
- Freight terms for all CPU orders will be Ex-Works, which transfers title, ownership, and liability to the buyer upon notification of "ready to ship". Buyer assumes all shipping and regulatory responsibilities of transporting goods from the seller's point of origin.
- All prices are shown in USD
- All credit terms are subject to credit approval
- All orders are subject to acceptance by an officer of the company. Orders for products not regularly carried in stock or requiring special engineering or manufacture are in every case subject to approval by an officer of the company. The agreement set forth herein supersedes any prior agreements, representations, or other communications between the parties relating to the subject matter set forth herein. No other terms and conditions shall apply including the terms of any purchase order submitted by Buyer, whether or not such terms are inconsistent or conflict with or are in addition to the terms and conditions set forth herein.
- Work produced at Buyer's request such as sketches, drawings, design, testing fabrication, and materials shall be charged at current rates.
- Any custom orders generated from this quotation (orders for products that need to be designed) will be non-cancelable once they are released for production. Additional production time may be required. Please consult with sales for production time upon order placement.
- Orders regularly entered cannot be canceled except upon terms that will compensate the company for any loss or damage sustained. Such loss will be at a minimum of 10% of the purchase price. The buyer agrees that it shall inspect the equipment immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify in writing of any non-conformity or defect. The buyer further agrees that failure to give such prompt notice or the commercial use of the equipment shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance.
- We reserve the right to change manufacturing specifications and procedures without notice, in accordance with its product improvement policy.
- Our standard warranty (12 months for parts and flat rate labor) shall apply unless otherwise noted.
- The product must be registered for the 24-month warranty to be in effect.
- This quote provides for no hydraulic components & controls other than those mentioned. Dealers must assume that items not in this quote will not be provided.



Prepared For: City of Sheridan, WY
Name: Michael Kuzara
E-Mail: mkuzara@sheridanwy.net
Quoted On: 2/8/2023
Quote Exp.: 3/9/2023

Quote #: Q-26824-3
Prepared By: Patrick Silvey
E-Mail: psilvey@henkemfg.com
Phone:

Bill To: City of Sheridan, WY
Ship To: City of Sheridan, WY

Credit Terms: Net 30
Freight Terms: FC1 - PREPAY & ADD
Incoterms: EX Works (Transfer at Origin on Notification)

Machine Information:

Make: **Axle:** **Year:**
Model: **Drivetrain:**

Notes:

Custom Product

Lead Time:

App. Wt: 0.00lbs

Hyd Funct. 0

Product

1 N/A Extendable plow- 45R12, EXT 36", 990001397

Custom Product Net: \$ 34,876

FREIGHT INCLUDED

Lead Time:

App. Wt: 0.00lbs

Hyd Funct. 0

Fees

1 N/A Freight included - order is prepay and allow

FREIGHT INCLUDED Net: \$ 1,000

Custom Product

App. Wt: 0.00lbs

CONNECT WITH US



Lead Time:

Hyd Funct. 0

Product

1 N/A 6079011- Stucci 6 Port Kit (lift, reverse, extend)

Custom Product Net: \$ 3,620

Net Total For All Items Above Not Including Options: \$ 39,496

The above prices, specifications, and all attached terms and conditions are hereby accepted as part of this agreement. Wausau Equipment and Henke Manufacturing are authorized to supply the equipment and services as specified to:

Note: All purchase orders must reflect this quote number on the PO => Q-26824

Organization: _____

Signature: _____

Title: _____

Date: _____

Req. Delivery Date: _____

PO: _____

CONNECT WITH US



Terms & Conditions

- All lead times are subject to change without notice.
- All quotes are FOB origin unless stated otherwise.
- Freight terms for all CPU orders will be Ex-Works, which transfers title, ownership, and liability to the buyer upon notification of "ready to ship". Buyer assumes all shipping and regulatory responsibilities of transporting goods from the seller's point of origin.
- All prices are shown in USD
- All credit terms are subject to credit approval
- All orders are subject to acceptance by an officer of the company. Orders for products not regularly carried in stock or requiring special engineering or manufacture are in every case subject to approval by an officer of the company. The agreement set forth herein supersedes any prior agreements, representations, or other communications between the parties relating to the subject matter set forth herein. No other terms and conditions shall apply including the terms of any purchase order submitted by Buyer, whether or not such terms are inconsistent or conflict with or are in addition to the terms and conditions set forth herein.
- Work produced at Buyer's request such as sketches, drawings, design, testing fabrication, and materials shall be charged at current rates.
- Any custom orders generated from this quotation (orders for products that need to be designed) will be non-cancelable once they are released for production. Additional production time may be required. Please consult with sales for production time upon order placement.
- Orders regularly entered cannot be canceled except upon terms that will compensate the company for any loss or damage sustained. Such loss will be at a minimum of 10% of the purchase price. The buyer agrees that it shall inspect the equipment immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify in writing of any non-conformity or defect. The buyer further agrees that failure to give such prompt notice or the commercial use of the equipment shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance.
- We reserve the right to change manufacturing specifications and procedures without notice, in accordance with its product improvement policy.
- Our standard warranty (12 months for parts and flat rate labor) shall apply unless otherwise noted.
- The product must be registered for the 24-month warranty to be in effect.
- This quote provides for no hydraulic components & controls other than those mentioned. Dealers must assume that items not in this quote will not be provided.



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 Bid Award to Altitude Coatings & Solution for Interior Painting for City Hall Project in the Amount of \$37,171.83 - City Engineer Thomas Morneau

From: Hanns Mercer, Public Works Director

To: Mayor and Council

CC:

Date: 12/27/2022

Recommendation:

The City of Sheridan received sealed bids for Interior Painting for City Hall Project and the bid opening took place on Wednesday, February 1, 2023. Staff recommends that the Mayor and City Council award the project to Altitude Coatings & Solutions, the lowest qualified bidder, in the amount of \$37,171.83.

Staff requests that for the Interior Painting for City Hall Project, 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:

The Interior Painting for City Hall Project consists of painting approximately 30,221 sq ft of interior offices and hallways in City Hall, including taping to protect existing moldings and fixtures, patching and repairing existing holes in any of the walls to be painted, and caulking around existing conduits in areas to be painted.

The project was advertised on January 11, 18, and 25, 2023. A pre-bid conference was held on January 20, 2023.

Bids Received:

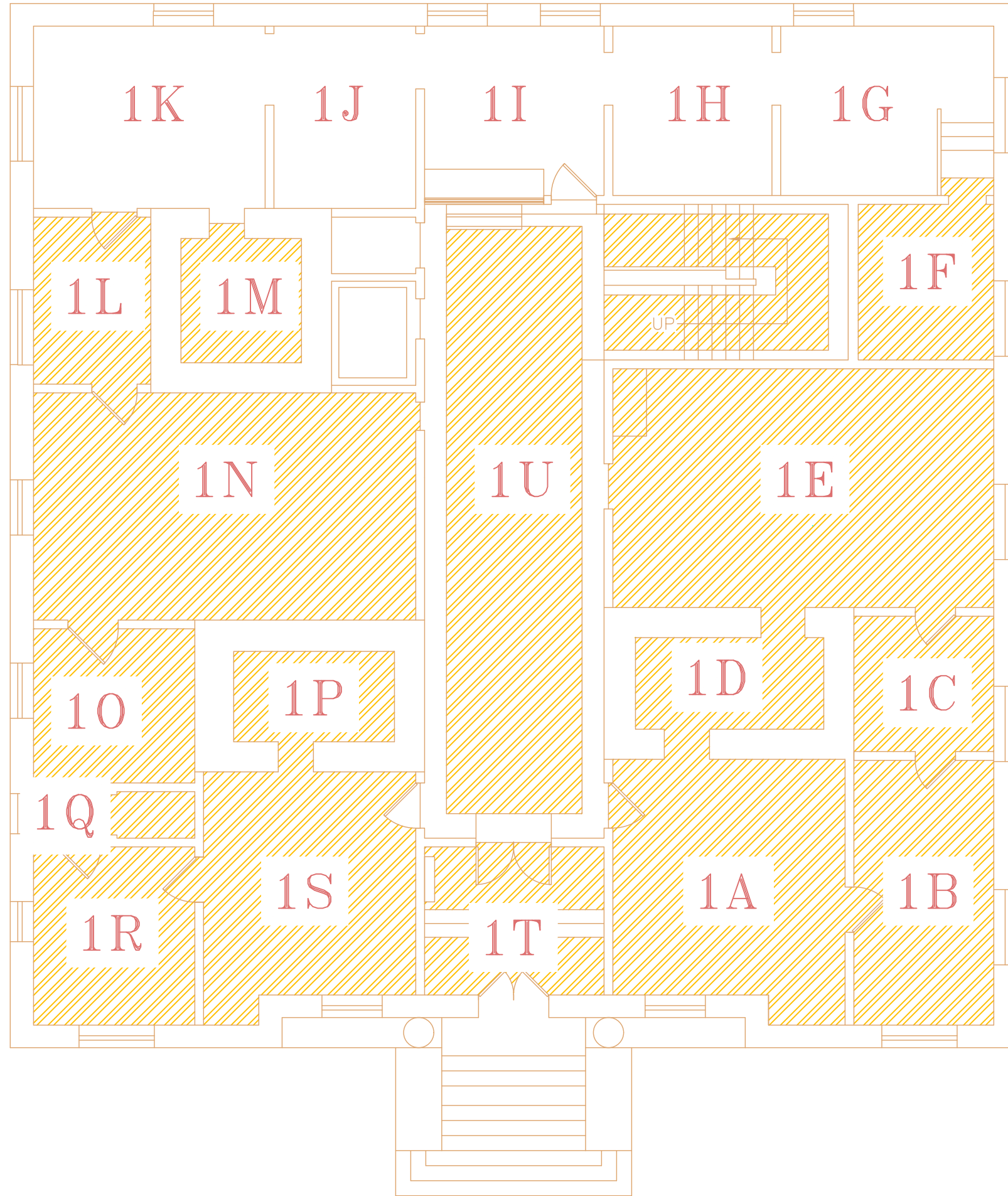
- Altitude Coatings & Solutions \$37,171.83

Funding:

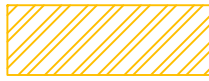
This project is funded with GPET.

Attachments

Plans

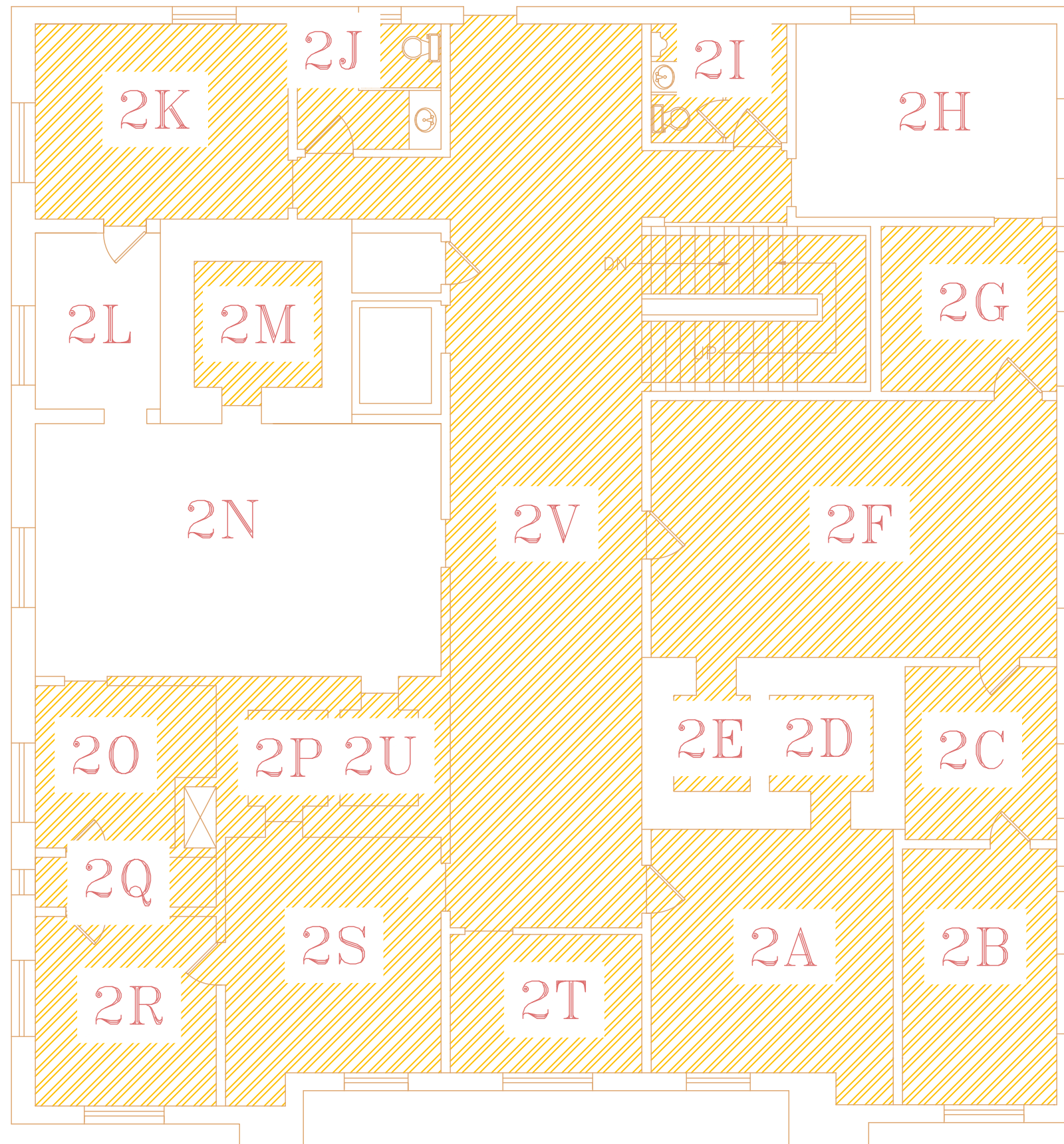


PAINT PLAN – FIRST

NEW PAINT BID 

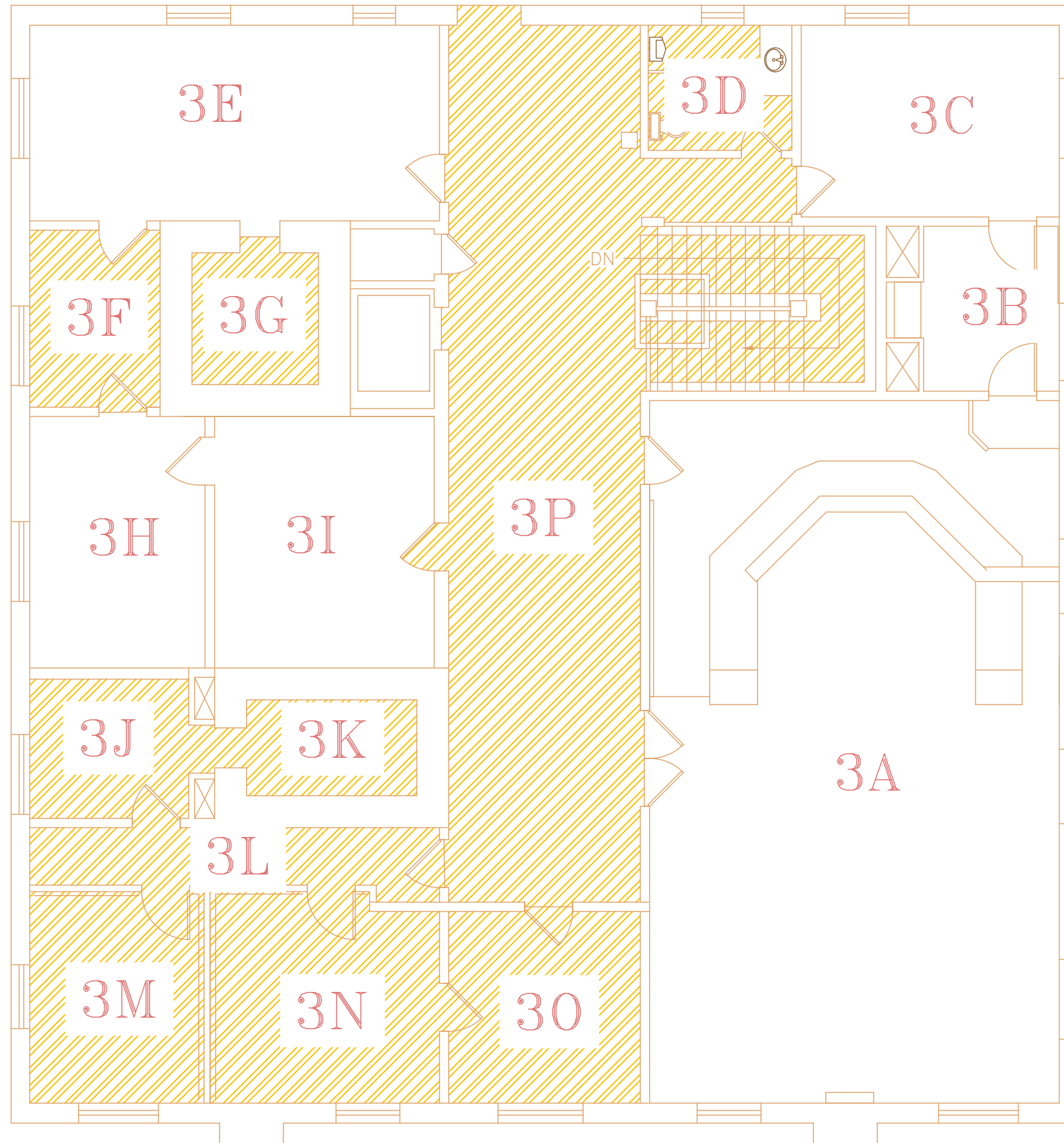
PAINT PLAN – SECOND

NEW PAINT BID 



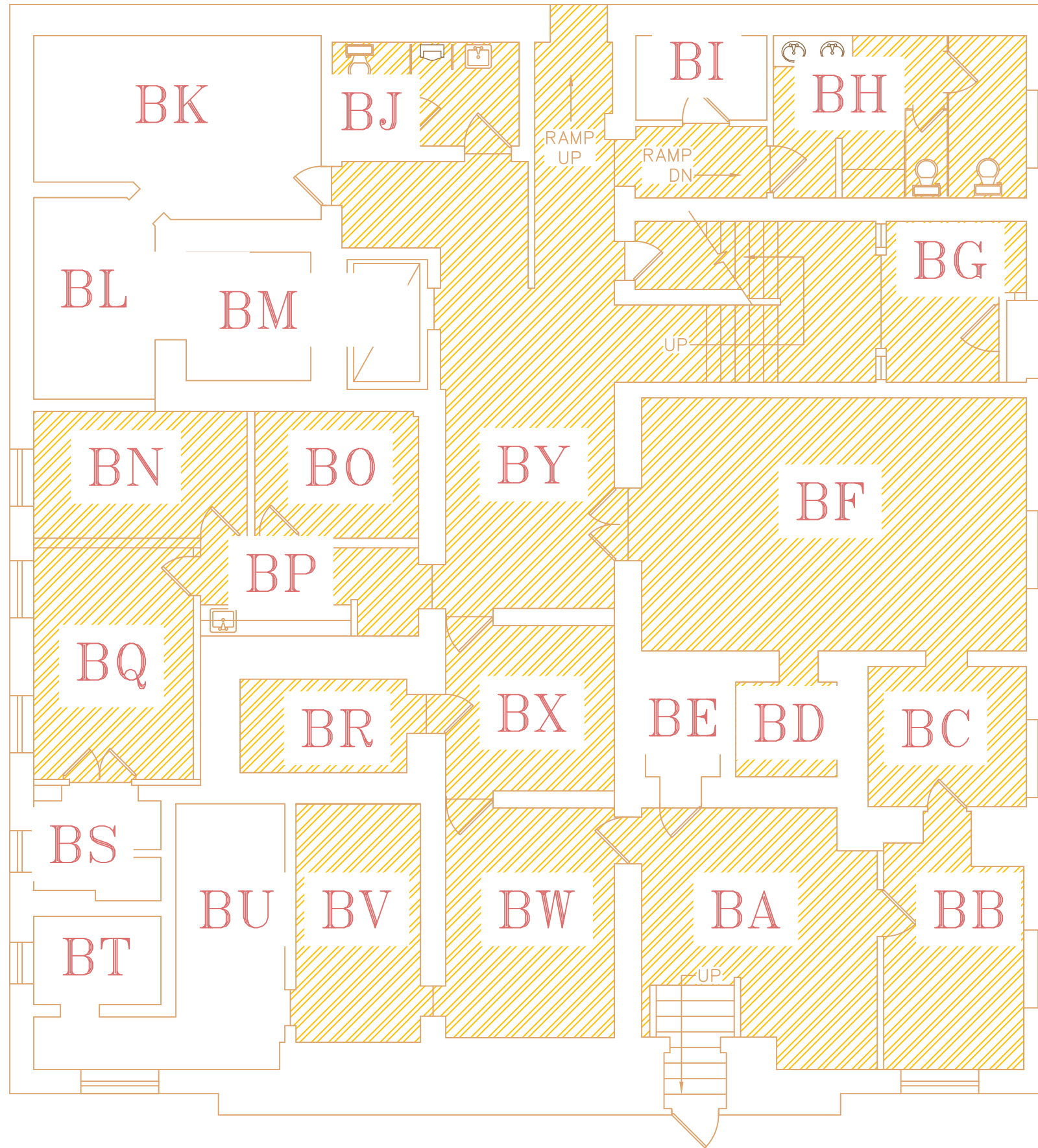
PAINT PLAN – THIRD

NEW PAINT BID 



PAINT PLAN – BASEMENT

NEW PAINT BID 





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 Bid Award to Sheridan Floor to Ceiling for Carpet Replacement for City Hall Project in the Amount of \$65,511.30 - City Engineer Thomas Morneau

From: Hanns Mercer, Public Works Director

To: Mayor and Council

CC:

Date: 12/27/2022

Recommendation:

The City of Sheridan received sealed bids for Carpet Replacement for City Hall Project and the bid opening took place on Wednesday, February 1, 2023. Staff recommends that the Mayor and City Council award the project to Sheridan Floor to Ceiling, the lowest qualified bidder, in the amount of \$65,511.30.

Staff requests that for the Carpet Replacement for City Hall Project, 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:

The Carpet Replacement for City Hall Project includes carpeting approximately 6,114 sq ft of carpet in City Hall, including demolition of the existing carpet, cleaning, and any floor preparation necessary for new carpet installation.

The project was advertised on January 11, 18, and 25, 2023. A pre-bid conference was held on January 20, 2023.

Bids Received:

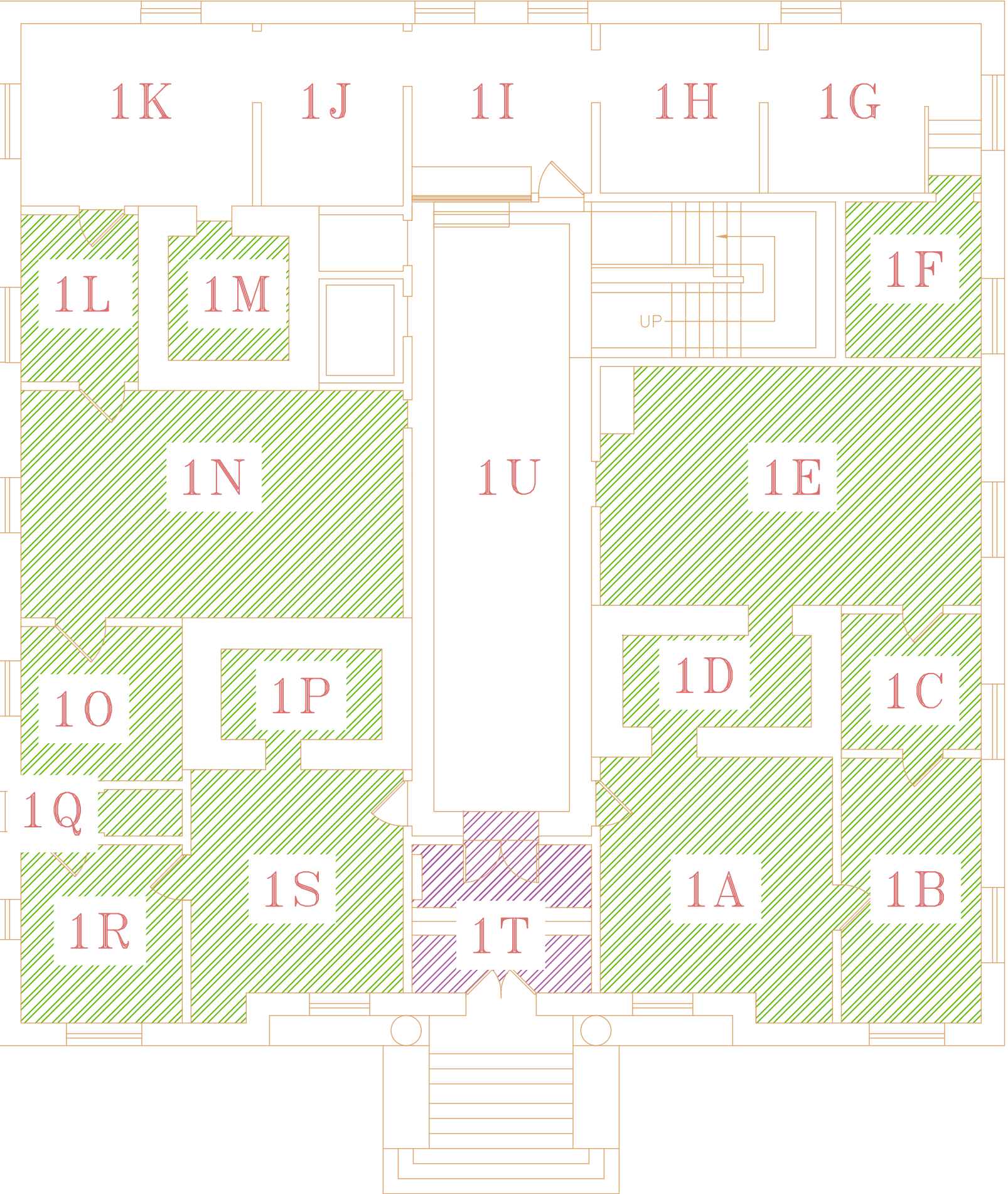
- Sheridan Floor to Ceiling \$65,511.30

Funding:

This project is funded with GPET funds.

Attachments

Plans

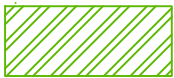


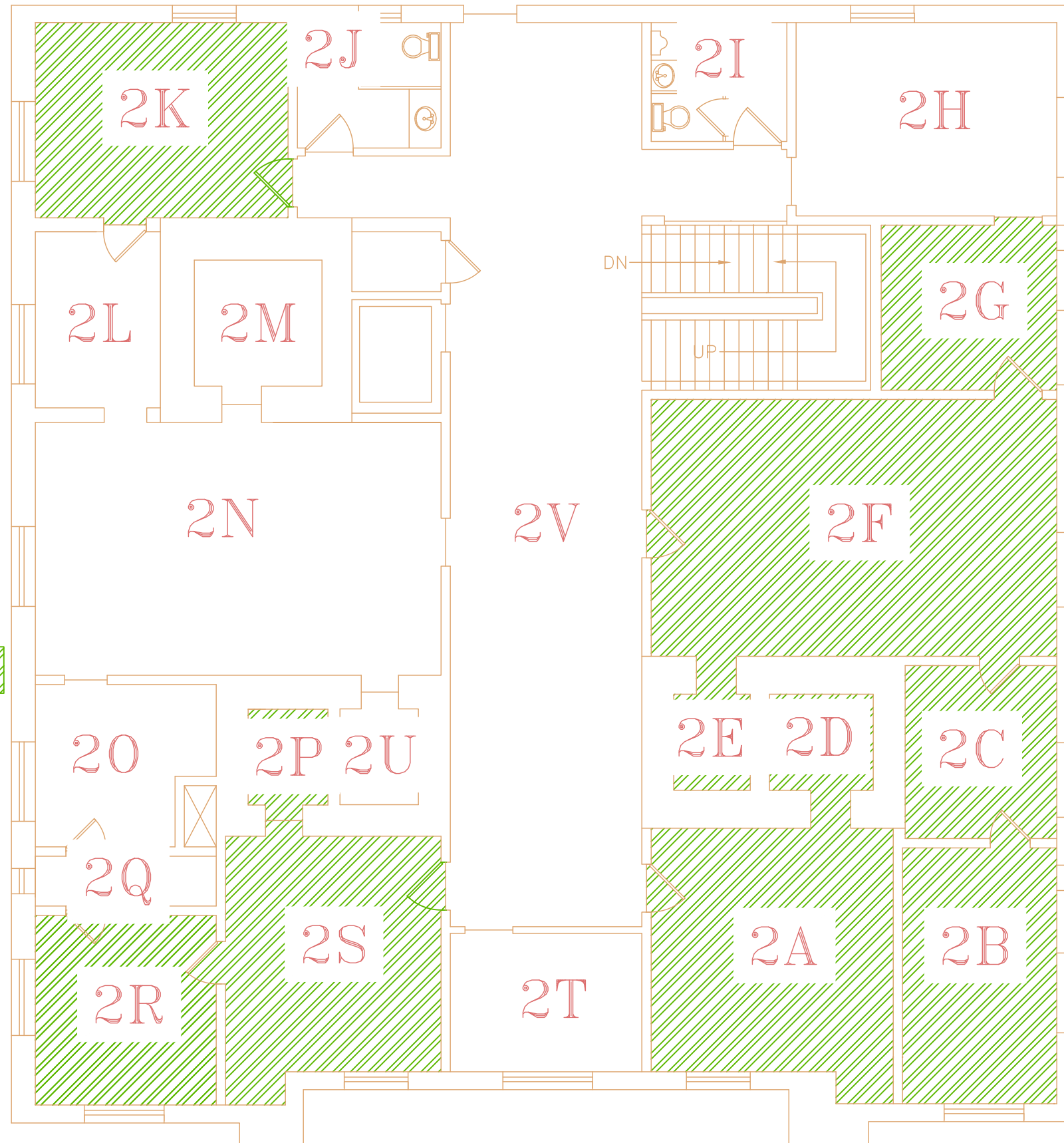
CARPET PLAN – FIRST

NEW CARPET BID A 

NEW CARPET BID B 

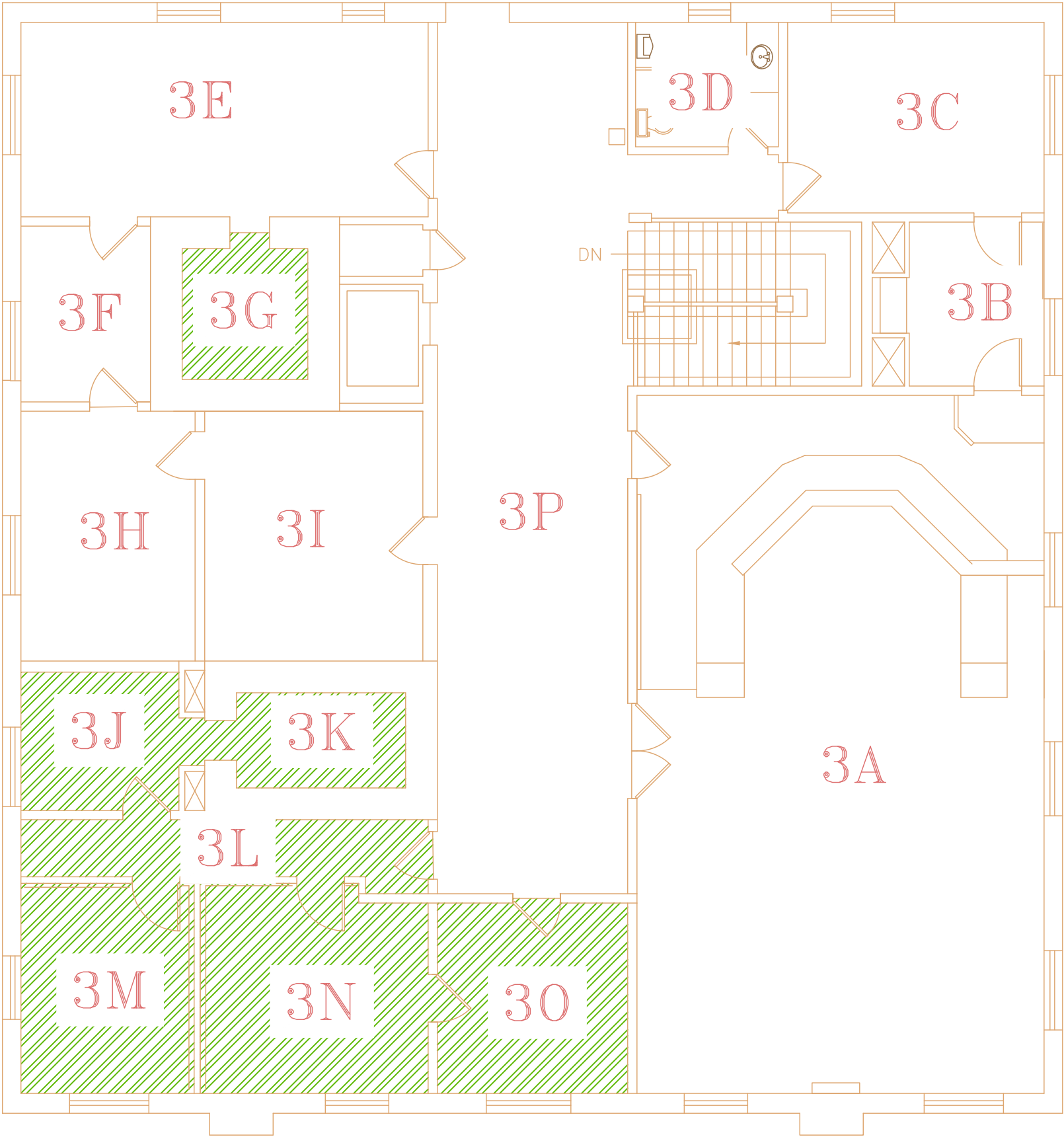
CARPET PLAN – SECOND

NEW CARPET BID A 

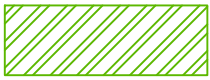


CARPET PLAN – THIRD

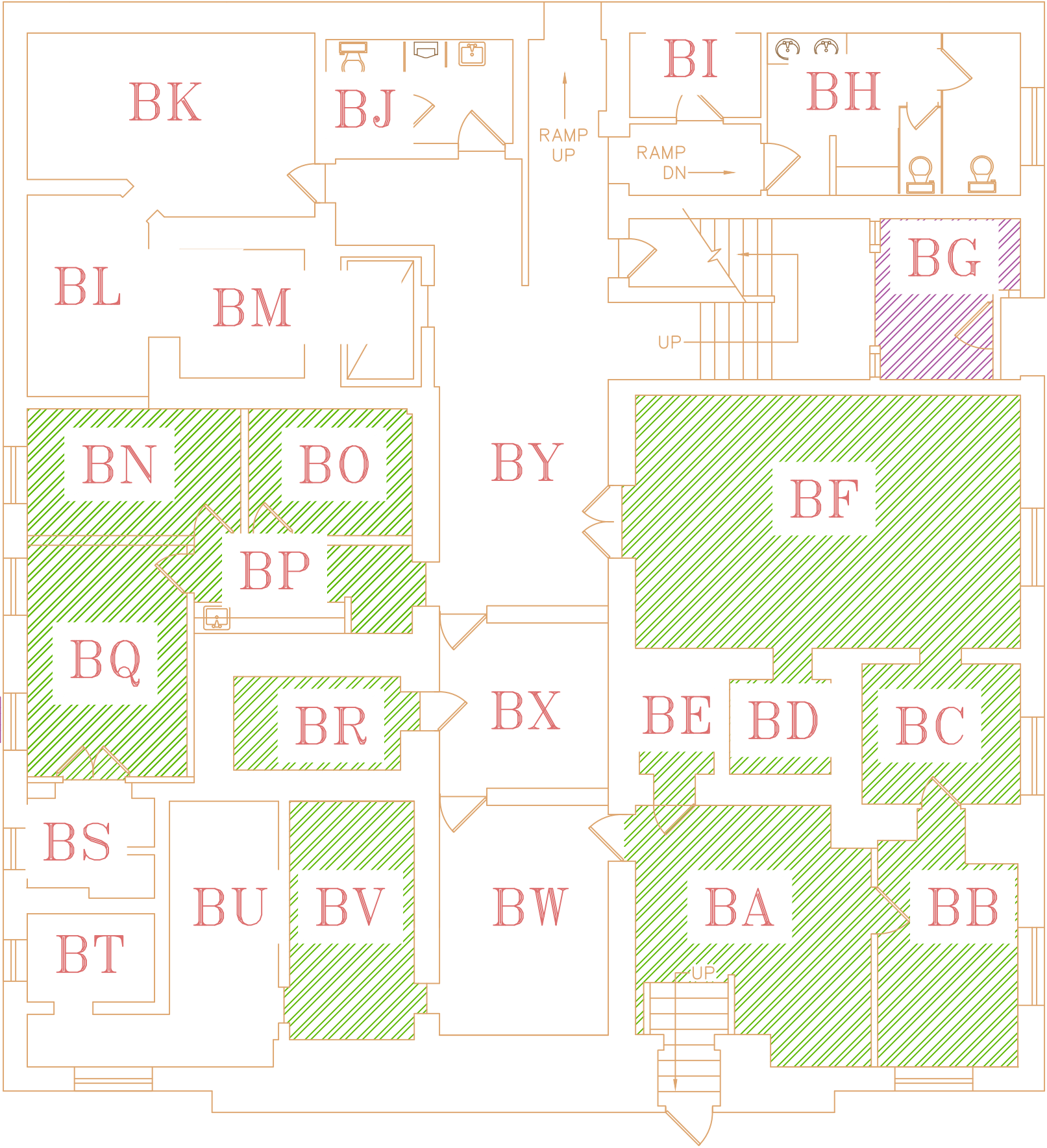
NEW CARPET BID A



CARPET PLAN – BASEMENT

NEW CARPET BID A 

NEW CARPET BID B 





CITY OF SHERIDAN, WYOMING

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

Ph (307) 674-6483 Fax (307) 674-2195

Human Resources

MEMORANDUM

Project Name: Discussion of Employee Compensation Proposal - Human Resources Director Heather Doke

From: Heather Doke, Human Resources Director

To: Mayor and Council

CC:

Date: 02/08/2023

Discussion:

Staff will present a proposal for increasing employee compensation.



CITY OF SHERIDAN, WYOMING

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

Attorney

MEMORANDUM

Project Name: Discussion of Vaping and Paraphernalia Ordinances - City Attorney Brendon Kerns
From: Brendon Kerns, City Attorney
To: Mayor and Council
CC:
Date:

Discussion:

Please see attached memo and draft Ordinance.

Attachments

Memo
Ordinance

TARVER, KERNS & BUNTING, LLP

200 WEST LOUCKS STREET
SHERIDAN, WY 82801

TIMOTHY S. TARVER, LLC

P.O. Box 6284
Sheridan, WY 82801
(307) 672-8905 | (307) 674-5000 fax

KERNS & BUNTING, LLC

Brendon E. Kerns*
Sheryl S. Bunting
P.O. Box 6669
Sheridan, WY 82801
(307) 655-8600 | (307) 674-5000 fax

*LICENSED IN WY & MT

MEMORANDUM

Date: February 8, 2023
To: Mayor and Council
RE: Tobacco and Vaping Ordinance 2258

Mayor and Council,

The City does not have an ordinance which prohibits the possession of tobacco or electronic cigarettes in the City. Currently, the possession of tobacco by minors is controlled by Wyoming Statute 14-3-205(b). This statute requires that any citation for tobacco or electronic cigarette possession by a minor be cited as “may forfeit”. A may forfeit citation does not require the defendant to appear in Court. They only have to send the circuit court \$25.00. Consequently, a judge does not have the ability to require tobacco education or probation for repeated offenders.

Sheridan County School District #2 has reported a significant increase in tobacco vaping usage in the schools. Without the consequence of having to appear in court, the school district lacks a significant tool necessary to combat the issue.

The proposed ordinance provides a definition for tobacco products and electronic cigarettes. If a minor is found in possession of one of those items, the minor can be cited into municipal court. Council has requested a phased sentencing structure. The proposed sentencing structure would be up to a \$100 fine for the first offences, up to a \$200 fine and optional probation for the second offense; and for a third offense or greater a minimum of \$300 and probation.

If you have any questions, please contact me at your convenience.

TARVER, KERNS & BUNTING, LLP



Brendon E. Kerns

ORDINANCE NO.

2258

AN ORDINANCE ADOPTING PROVISIONS IN CHAPTER 19 WHICH PROHIBITS THE POSSESSION OR USE OF TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS OR ELECTRONIC CIGARETTES BY MINORS AND AMENDING CHAPTER 9-1 SPECIFICALLY:

WHEREAS, Wyoming Statute § 14-3-205(b) prohibits any person under the age of 21 from possessing or using nicotine products, alternative nicotine products or electronic cigarettes and allows a maximum punishment of \$25.00 for any violation; and

WHEREAS, Sheridan County School District #2 has found that W.S. § 14-3-205(b) sentencing restrictions do not act as a deterrent to school children; and

WHEREAS, the City of Sheridan recognizes that this ordinance is necessary to discourage the possession and use of tobacco products, alternative nicotine products and electronic cigarettes by minors within the City of Sheridan;

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

I. The following shall be located in Chapter 19-1.2 and titled as:

19-1.2 Possession and/or Use of Tobacco Products and Electronic Cigarettes by Minor Prohibited.

(a) Definitions:

(1) *Tobacco Products*: Any substance containing tobacco leaf, or any product made or derived from tobacco that contains nicotine, including but not limited to cigarettes, electronic cigarettes, vials of liquid intended for use in electronic cigarettes including but not limited to: E-Juice, E-Liquid, Pods and Vape-Juice, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco or any other product that contains nicotine that can be ingested into the body by chewing, smoking, absorbing, dissolving, inhaling, vaping or by any other means.

(2) *Electronic Cigarettes*: An electronic product or device, which has not been prescribed by a physician, that produces a vapor that delivers a cognitive altering chemical, nicotine or other substance to the person inhaling from the device, and is likely to be offered to, or purchased by persons as an electronic cigarette, electronic cigar, electronic pipe, vape or vaping device, including but not limited to Juul, Suorin, Mods and Vaporizers.

(b) No person under the age of eighteen (18) years of age shall possess or use tobacco products or electronic cigarettes within the City.

II. The following Sections of Chapter 9-1 are hereby amended to include and read:

(a)(1)(A) The conviction of a first offense may be punished by a fine of up to \$100.00. A second offense may be punished by a fine of up to \$200.00 and may include up to six months of supervised or unsupervised probation. A third offense shall be punished by a fine of at least \$300.00 and shall require up to six months of supervised probation. Additionally, for any conviction of a violation of 19-1.2, the Court may require a Defendant to successfully complete a class aimed at educating and deterring the use of tobacco products and electronic cigarettes.

WHEREUPON, a motion was passed and the Ordinance declared adopted this ____ day of _____, 2023.

CITY OF SHERIDAN, WYOMING

Mayor

ATTEST:

City Clerk

FIRST READING: _____

SECOND READING: _____

THIRD READING: _____

PUBLISHED: _____

EFFECTIVE THE _____ DAY OF _____, 2023.



CITY OF SHERIDAN, WYOMING

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

Ph (307) 674-6483 Fax (307) 674-2195

Attorney

MEMORANDUM

Project Name: Discussion of Doubleday Lease Agreement - City Attorney Brendon Kerns
From: Brendon Kerns, City Attorney
To: Mayor and Council
CC:
Date:

Discussion:

Please see attached memo and agreement

Attachments

Exhibit 3
Exhibit b
Deed
Lease

SCHEDULE A

First American Title Insurance Company

Policy No.: 48903-O

Amount of Insurance: \$1,437,500.00

Premium: \$590.00

Date of Policy: October 21, 2016 at 04:20 PM MDT

1. Name of Insured:

City of Sheridan, State of Wyoming, a Wyoming municipality

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

City of Sheridan, State of Wyoming, a Wyoming municipality

4. The Land referred to in this policy is described as follows:

A TRACT OF LAND LOCATED IN A PART OF THE NW1/4NE1/4, SW1/4NE1/4, NE1/4NW1/4, SE1/4NW1/4, SECTION 9, AND THE SE1/4SW1/4, SECTION 4, TOWNSHIP 56 NORTH, RANGE 84 WEST, SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING. Being More Particularly Described As Follows:

BEGINNING At A Point Which Is Located South 62°24'34" West, A Distance Of 1481.05 Feet From The Northeast Corner Of Section Nine, Township 56 North, Range 84 West, Sixth P.M., Sheridan County, Wyoming Said Point Of Beginning Being On The North Right Of Way Of Dovetail Lane; Thence With Said Right Of Way South 63°22'09" West, A Distance Of 120.00 Feet To A Point; Thence Leaving Said Right Of Way With A Non-tangent Curve Turning To The Left With An Arc Length Of 47.12 Feet, A Radius Of 30.00 Feet, A Chord Bearing Of North 18°22'09" East, A Chord Length Of 42.43 Feet; Thence North 26°37'51" West, A Distance Of 97.62 Feet To A Point; Thence With A Curve Turning To The Left With An Arc Length Of 156.24 Feet, A Radius Of 140.00 Feet, A Chord Bearing Of North 58°36'08" West, A Chord Length Of 148.26 Feet; Thence South 89°25'35" West, A Distance Of 383.38 Feet To A Point; Thence SOUTH A Distance Of 1007.12 Feet To A Point; Thence South 46°57'09" West, A Distance Of 639.48 Feet To A Point On The East Right Of Way Of Interstate 90; Thence With Said Right Of Way With A Non-tangent Curve Turning To The Right With An Arc Length Of 2290.16 Feet, A Radius Of 5549.58 Feet, A Chord Bearing Of North 32°24'20" West, A Chord Length Of 2273.94 Feet; Thence Leaving Said Right Of Way North 66°06'11" East, A Distance Of 221.81 Feet To A Point; Thence With A Non-tangent Curve Turning To The Left With An Arc Length Of 1605.40 Feet, A Radius Of 1488.77 Feet, A Chord Bearing Of South 75°58'24" East, A Chord Length Of 1528.74 Feet; Thence SOUTH A Distance Of 135.52 Feet To A Point; Thence North 89°25'35" East, A Distance Of 382.78 Feet To A Point; Thence With A Curve Turning To The Right With An Arc Length Of 223.20 Feet, A Radius Of 200.00 Feet, A Chord Bearing Of South 58°36'08" East, A Chord Length Of 211.80 Feet; Thence South 26°37'51" East, A Distance Of 97.62 Feet To A Point; Thence With A Curve Turning To The Left With An Arc Length Of 47.12 Feet, A Radius Of 30.00 Feet, A Chord Bearing Of South 71°37'51" East, A Chord Length Of 42.43 Feet To The Point Of BEGINNING.

WARRANTY DEED

John E. Rice & Sons, Inc., a Wyoming corporation ("Grantor"), for valuable consideration, CONVEYS AND WARRANTS to the **City of Sheridan, State of Wyoming**, a Wyoming municipality, whose address is 55 Grinnell Plaza, Sheridan, WY 82801 ("Grantee"), the following-described real estate situate in Sheridan County, Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

See **Exhibit A** attached hereto and made a part hereof.

Together with all fixtures situate on the above-described property and all appurtenances belonging thereto.

Subject to all real estate taxes for the year 2016, exceptions, reservations, covenants, conditions, restrictions, easements, rights of way, and rights of record, and subject to any state of facts which will be disclosed by an accurate survey or physical inspection of the premises, and subject to building, zoning, subdivision or other regulations of any private or governmental entity.

This conveyance is made for use of the premises herein described as a recreational sports facility. The premises described herein shall not be used by the Grantee or its assigns for anything other than a recreational sports facility. If the premises herein described are not used by Grantee or its successors as a sports recreational facility or for purposes related thereto, or cease to be used therefor, then Grantor or its successor and assigns, may terminate the granted estate, in which event, title shall revert in Grantor or its successors and assigns, and Grantor or its successors and assigns may re-enter and repossess the premises. This covenant and restriction shall run with the land and bind the Grantee and its successors and assigns. In accepting the conveyance of the property described herein, the Grantee, its successors and assigns, and all parties claiming under them agree and covenant to conform to this covenant and restriction.

DATED this 19 day of October, 2016.

John E. Rice & Sons, Inc., a Wyoming corporation

By: [Signature]
Title: President

 First American Title™	Owner's Policy of Title Insurance
	ISSUED BY First American Title Insurance Company
Owner's Policy	POLICY NUMBER 5011456-0004379e

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

For Reference:

File #: 48903



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

WILCOX ABSTRACT & TITLE

307 WEST BURKITT
SHERIDAN, WY 82801
(307) 672-0768
EST. 1912

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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COVERED RISKS (Continued)

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public

Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive

notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any

other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- the Amount of Insurance; or
 - the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- the Amount of Insurance shall be increased by 10%, and
- the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations

with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to,

any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, CA 92707. Phone: 888-632-1642.

SCHEDULE A

First American Title Insurance Company

Policy No.: 48903-O

Amount of Insurance: \$1,437,500.00

Premium: \$590.00

Date of Policy: October 21, 2016 at 04:20 PM MDT

1. Name of Insured:

City of Sheridan, State of Wyoming, a Wyoming municipality

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

City of Sheridan, State of Wyoming, a Wyoming municipality

4. The Land referred to in this policy is described as follows:

A TRACT OF LAND LOCATED IN A PART OF THE NW1/4NE1/4, SW1/4NE1/4, NE1/4NW1/4, SE1/4NW1/4, SECTION 9, AND THE SE1/4SW1/4, SECTION 4, TOWNSHIP 56 NORTH, RANGE 84 WEST, SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING. Being More Particularly Described As Follows:

BEGINNING At A Point Which Is Located South 62°24'34" West, A Distance Of 1481.05 Feet From The Northeast Corner Of Section Nine, Township 56 North, Range 84 West, Sixth P.M., Sheridan County, Wyoming Said Point Of Beginning Being On The North Right Of Way Of Dovetail Lane; Thence With Said Right Of Way South 63°22'09" West, A Distance Of 120.00 Feet To A Point; Thence Leaving Said Right Of Way With A Non-tangent Curve Turning To The Left With An Arc Length Of 47.12 Feet, A Radius Of 30.00 Feet, A Chord Bearing Of North 18°22'09" East, A Chord Length Of 42.43 Feet; Thence North 26°37'51" West, A Distance Of 97.62 Feet To A Point; Thence With A Curve Turning To The Left With An Arc Length Of 156.24 Feet, A Radius Of 140.00 Feet, A Chord Bearing Of North 58°36'08" West, A Chord Length Of 148.26 Feet; Thence South 89°25'35" West, A Distance Of 383.38 Feet To A Point; Thence SOUTH A Distance Of 1007.12 Feet To A Point; Thence South 46°57'09" West, A Distance Of 639.48 Feet To A Point On The East Right Of Way Of Interstate 90; Thence With Said Right Of Way With A Non-tangent Curve Turning To The Right With An Arc Length Of 2290.16 Feet, A Radius Of 5549.58 Feet, A Chord Bearing Of North 32°24'20" West, A Chord Length Of 2273.94 Feet; Thence Leaving Said Right Of Way North 66°06'11" East, A Distance Of 221.81 Feet To A Point; Thence With A Non-tangent Curve Turning To The Left With An Arc Length Of 1605.40 Feet, A Radius Of 1488.77 Feet, A Chord Bearing Of South 75°58'24" East, A Chord Length Of 1528.74 Feet; Thence SOUTH A Distance Of 135.52 Feet To A Point; Thence North 89°25'35" East, A Distance Of 382.78 Feet To A Point; Thence With A Curve Turning To The Right With An Arc Length Of 223.20 Feet, A Radius Of 200.00 Feet, A Chord Bearing Of South 58°36'08" East, A Chord Length Of 211.80 Feet; Thence South 26°37'51" East, A Distance Of 97.62 Feet To A Point; Thence With A Curve Turning To The Left With An Arc Length Of 47.12 Feet, A Radius Of 30.00 Feet, A Chord Bearing Of South 71°37'51" East, A Chord Length Of 42.43 Feet To The Point Of BEGINNING.

SCHEDULE B

Policy No.: 48903

PART I

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
2. Easements, claims of easements or encumbrances that are not shown in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Ownership or title to any mineral interest, and the effect on the surface of the exercise of the mineral rights.
7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.
8. The following matters as shown and delineated on the Survey, completed by Wood Group PSN, Location of: Interstate 90, Boundary Line of Tract, Dovetail Lane.
9. Interstate 90 as it may cross the Land also the rights of the public or others to Interstate 90 for road and incidental purposes along the boundary of / across the land.
10. Easement, including terms and conditions contained therein: Granted to: Mountain States Telephone and Telegraph For: Telephone and Telegraph lines Recorded: April 11, 1938 Recording Information: Book 43, Page 449.
11. Easement, including terms and conditions contained therein: Granted to: State of Wyoming For: Roadway Recorded: May 15, 1958 Recording Information: Book 117, Page 385.
12. Easement, including terms and conditions contained therein: Granted to: Cedar Ridge LLC For: Pipeline Easement Recorded: March 21, 2008 Recording Information: Book 494, Page 247.
13. The terms and conditions of Land Management Agreement; By and Between: The Baseball Academy, Inc. and the City of Sheridan, State of Wyoming, a Wyoming municipality Recorded: TBD Recording Information: Book TBD, Page TBD.

Wilcox Abstract & Title Co., as agent for

The First American Corporation First American Title Insurance Company PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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WARRANTY DEED

John E. Rice & Sons, Inc., a Wyoming corporation ("Grantor"), for valuable consideration, CONVEYS AND WARRANTS to the **City of Sheridan, State of Wyoming**, a Wyoming municipality, whose address is 55 Grinnell Plaza, Sheridan, WY 82801 ("Grantee"), the following-described real estate situate in Sheridan County, Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

See **Exhibit A** attached hereto and made a part hereof.

Together with all fixtures situate on the above-described property and all appurtenances belonging thereto.

Subject to all real estate taxes for the year 2016, exceptions, reservations, covenants, conditions, restrictions, easements, rights of way, and rights of record, and subject to any state of facts which will be disclosed by an accurate survey or physical inspection of the premises, and subject to building, zoning, subdivision or other regulations of any private or governmental entity.

This conveyance is made for use of the premises herein described as a recreational sports facility. The premises described herein shall not be used by the Grantee or its assigns for anything other than a recreational sports facility. If the premises herein described are not used by Grantee or its successors as a sports recreational facility or for purposes related thereto, or cease to be used therefor, then Grantor or its successor and assigns, may terminate the granted estate, in which event, title shall revert in Grantor or its successors and assigns, and Grantor or its successors and assigns may re-enter and repossess the premises. This covenant and restriction shall run with the land and bind the Grantee and its successors and assigns. In accepting the conveyance of the property described herein, the Grantee, its successors and assigns, and all parties claiming under them agree and covenant to conform to this covenant and restriction.

DATED this 19 day of October, 2016.

John E. Rice & Sons, Inc., a Wyoming corporation

By: [Signature]
Title: President



State of Wyoming)

) ss.

County of Sheridan)

The foregoing instrument was acknowledged before me this 19th day of October, 2016, by Neltje, President of John E. Rice & Sons, Inc.

Witness my hand and official seal.

Notary Public

My commission expires: 5-13-18



Exhibit A

A TRACT OF LAND LOCATED IN A PART OF THE NW1/4NE1/4,SW1/4NE1/4, NE1/4NW1/4, SE1/4NW1/4, SECTION 9, AND THE SE1/4SW1/4, SECTION 4, TOWNSHIP 56 NORTH, RANGE 84 WEST, SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING. Being More Particularly Described As Follows:

BEGINNING At A Point Which Is Located South 62°24'34" West, A Distance Of 1481.05 Feet From The Northeast Corner Of Section Nine, Township 56 North, Range 84 West, Sixth P.M., Sheridan County, Wyoming Said Point Of Beginning Being On The North Right Of Way Of Dovetail Lane;

Thence With Said Right Of Way South 63°22'09" West, A Distance Of 120.00 Feet To A Point; Thence Leaving Said Right Of Way With A Non-tangent Curve Turning To The Left With An Arc Length Of 47.12 Feet, A Radius Of 30.00 Feet, A Chord Bearing Of North 18°22'09" East, A Chord Length Of 42.43 Feet;

Thence North 26°37'51" West, A Distance Of 97.62 Feet To A Point;

Thence With A Curve Turning To The Left With An Arc Length Of 156.24 Feet, A Radius Of 140.00 Feet, A Chord Bearing Of North 58°36'08" West, A Chord Length Of 148.26 Feet;

Thence South 89°25'35" West, A Distance Of 383.38 Feet To A Point;

Thence SOUTH A Distance Of 1007.12 Feet To A Point;

Thence South 46°57'09" West, A Distance Of 639.48 Feet To A Point On The East Right Of Way Of Interstate 90;

Thence With Said Right Of Way With A Non-tangent Curve Turning To The Right With An Arc Length Of 2290.16 Feet, A Radius Of 5549.58 Feet, A Chord Bearing Of North 32°24'20" West, A Chord Length Of 2273.94 Feet;

Thence Leaving Said Right Of Way North 66°06'11" East, A Distance Of 221.81 Feet To A Point;

Thence With A Non-tangent Curve Turning To The Left With An Arc Length Of 1605.40 Feet, A Radius Of 1488.77 Feet, A Chord Bearing Of South 75°58'24" East, A Chord Length Of 1528.74 Feet;

Thence SOUTH A Distance Of 135.52 Feet To A Point;

Thence North 89°25'35" East, A Distance Of 382.78 Feet To A Point;

Thence With A Curve Turning To The Right With An Arc Length Of 223.20 Feet, A Radius Of 200.00 Feet, A Chord Bearing Of South 58°36'08" East, A Chord Length Of 211.80 Feet;

Thence South 26°37'51" East, A Distance Of 97.62 Feet To A Point;

Thence With A Curve Turning To The Left With An Arc Length Of 47.12 Feet, A Radius Of 30.00 Feet, A Chord Bearing Of South 71°37'51" East, A Chord Length Of 42.43 Feet To The Point Of **BEGINNING**, Having An Area Of 1,835,317.3 Square Feet, 42.13 Acres more or less.



DOUBLEDAY LEASE AGREEMENT

This Doubleday Lease Agreement (the “Lease”) is entered into on _____, by and between the City of Sheridan, Wyoming, a Wyoming municipal corporation, (“City”) and Doubleday Sports Complex, Inc. a Wyoming nonprofit corporation (“Doubleday”).

RECITALS

WHEREAS, the City of Sheridan owns real property described in **Exhibit A** which is incorporated herein and known hereafter as “the Premise”; and

WHEREAS, the Premise is restricted by Deed, see **Exhibit B**, for recreational activities; and

WHEREAS, the parties entered into an Infrastructure Agreement on September 12, 2016 and then amended; and

WHEREAS, the Infrastructure Agreement is no longer representative of the parties’ relationship and does not meet the goals of either party; and

WHEREAS, the parties entered into a Pipeline and Ditch Use Agreement on June 1, 2017; and

NOW THEREFORE, upon mutual promises and consideration herein described the parties agree as follows:

1. **Prior Agreements**: The Infrastructure Agreement and its amendments are voided and no longer in effect. The Pipeline and Ditch Use Agreement shall remain in full force and effect.
2. **Premise**: The City leases to Doubleday and Doubleday leases from City the Premise described in **Exhibit A**. All current fixtures, appurtenances, and infrastructure located on the Premise are owned by Doubleday.
3. **Term and Rent**:

- 3.1 Length of Term and Renewal. This Lease shall begin on _____, 2022 for a term of ten (10) years and shall expire on _____, 2032. This Lease shall extend for up to two (2) additional five (5) year terms provided that neither party objects to the extension within ninety (90) days of expiration.
- 3.2 Hold Over. Any holding over after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month to month pursuant to the terms herein specified.
- 3.3 Rent Payment. The use of the Premise for recreational purposes are of such benefit to the City and its citizens that no rent is required.

4. Use of Premise:

- 4.1 Authorized Use. Doubleday may use the Premise for recreational activities except for activities involving motorized vehicles. Said use must be in compliance with all City Ordinances and any other applicable Federal, State and Local laws. Use shall not violate the terms of the Deed shown in **Exhibit B** which is incorporated herein.
- 4.1.1 The City reserves the right to pass ordinances which may alter the terms of this Lease. Any ordinance which may affect any term herein, shall take precedence and be enforceable as a term of this Lease. Provided, an ordinance change which materially alters the terms of this Lease or the Doubleday cost of operation shall be cause for renegotiation of this Lease.
- 4.1.2. Any use not authorized by this Lease must be approved in writing by the City Public Works Director. Failure to obtain proper written approval shall be considered a material breach of this Lease.
- 4.2 City Access and Changes to the Premise. The City shall have the right to enter the Premise, to inspect, make repairs, additions, alterations, or improvements as the City may deem necessary or desirable. Any change to the Premise by the City which materially alters the terms of this Lease or the Doubleday cost of operation shall be cause for renegotiation of this Lease.
- 4.3 Surrender of Premise. At the expiration of this Lease, Doubleday shall surrender the Premise. Prior to surrender of the Premise, Doubleday shall remove all of its personal property, fixtures, improvements and appurtenances and shall repair any damage caused by such property or the removal thereof. If Doubleday fails to remove its personal property fixtures, improvements and appurtenances upon the expiration of this Lease, the same shall be deemed abandoned and become the property of the City.
- 4.4. Signs. Any sign placed on the Premise must be in compliance with City of Sheridan Ordinances and any and all Federal, State or other local laws.

4.5 Parking. Doubleday shall be solely responsible for parking and ensure compliance with City, State and Federal law.

5. **Ownership of Improvements and Facilities:** The City does not own any improvement or facility currently located on the Premise. Further, the City shall not own by title or claim of right of possession any improvement or facility constructed by Doubleday. Provided, the City shall obtain ownership thereof upon termination of this Lease which requires the surrender of the Premise in accordance with Article 4.3. An improvement or facility is defined to include but is not limited to all buildings, fields, parking lots, restrooms, roads, ditches, irrigation lines and equipment, or recreational equipment.

6. **Utilities:** Doubleday shall be responsible for the payment of all utilities including but not limited to electric, gas, sewer, City treated water, irrigation water or assessments.

7. **Maintenance and Repair:**

7.1 Doubleday Obligations. Doubleday shall keep the premise clean, maintained and in good order and condition. Doubleday shall be solely responsible for maintaining any irrigation piping, water distribution infrastructure and other irrigation equipment. Doubleday shall be in compliance with all terms of the Pipeline and Ditch Use Agreement including communicating and cooperating in good faith with John E. Rice & Sons, Inc. or its assigns regarding the use of ditches and pipelines.

7.2 City Maintenance and Repair. The City shall have no obligation of maintenance, repair or replacement of any facility, improvement, infrastructure or appurtenances on the Premise. However, the City may perform such services upon request of Doubleday or on its volition. If the City provides maintenance or repair, it shall not have a continuing obligation to perform such service.

7.3 Permitting and Inspections. Doubleday shall be solely responsible for obtaining all necessary permits, certifications or other necessary approvals in order to conduct the Doubleday's intended use. Further, Doubleday shall be solely responsible for making any and all alterations required by any permitting or licensing agency necessary for conducting its intended use.

7.4 Doubleday's Failure to Maintain. If Doubleday fails to maintain the Premise in good order, condition and repair, City shall give Doubleday notice to perform such acts as are reasonably required to maintain the Premise. If Doubleday fails to promptly commence such work and diligently prosecute it to completion, then City shall have the right to perform such acts and expend such funds as are reasonably required to complete such work. Any amount so expended by City shall be paid by Doubleday within thirty (30) days after demand, including an interest rate at percent (18%) per annum. Interest shall not accrue until the expiration of the thirty (30) days after the demand for payment. City shall not be liable to Doubleday for any

damage, inconvenience or interference with the use of the Premises by City as a result of performing any such work.

8. Alterations and Modifications:

8.1 Alterations and Modifications. Any improvement made to the Premise by Doubleday shall be owned by Doubleday. Doubleday shall provide notice to the City thirty (30) days prior to any significant improvement or alteration to the Premise.

8.2 Construction. No construction which requires a City permit shall occur without a negotiated amendment to this Agreement.

9. Condition of Premise: Doubleday acknowledges that the Premise is being leased in an "AS IS" condition with no warranty be given by the City as to the Premise's capability to be used for the purposes of Doubledays.

10. Insurance:

10.1 Doubleday Liability Insurance. Doubleday shall maintain liability insurance with limits of \$2,000,000 per occurrence which includes general aggregate, personal injury, fire damage and medical expense. The City shall be given a certificate within thirty (30) days from the start of the lease showing the City as additionally insured.

10.2 City Insurance. The City will maintain insurance on the Premise and any structure owned by the City. Such Coverage will not provide for any coverage or protection for Doubleday, Doubleday's personal property, Doubleday's equipment, loss of Doubleday revenue, or other such insurance which may be used in the case of Doubleday suffering any loss or liability.

10.3 Premise Damage Claim. Upon damage being caused to the Premise in which either the City or Doubleday's insurance provides coverage, the parties, at the City's discretion, shall have such damage repaired and claims submitted to the respective insurance carries. Either party reserves the right to refuse to replace any structures on the Premise and may terminate this Lease as a result of substantial damage.

10.4 Substantial Damage. Substantial damage is damage to the Premise structures in which the cost of repair exceeds twenty percent (20%) of the estimated replacement cost of either the Premise structures, infrastructure or real property.

11. Indemnity and Governmental Immunity:

11.1 Indemnification. Doubleday shall indemnify and defend the City from an and all causes of actions filed against the City which result from or related to Doubleday's use of the Premises.

11.2 Governmental Immunity. The City shall not defend or indemnify Doubleday for any reason or cause of action which may arise from the use of the Premise. The City does not waive governmental immunity by entering into this Lease and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

12. Liens: Doubleday shall not allow any construct, mechanics, materialmans or other lien to be filed on the Premise. Should any lien be filed against the Premise or any part thereof by reason of Doubleday's acts or omissions or because of a claim against Doubleday, Doubleday shall promptly take actions necessary to cancel or discharge such lien.

13. Security: Security of the Premise will be the sole responsibility of Doubleday. The City makes no claims regarding the general security of the neighborhood, nor any claims regarding the security of the Premise.

14. Default:

14.1 Default by Doubleday. Upon the occurrence of any of the following events which are not corrected within thirty (30) days after written notice, the City shall have the remedies set forth in Article 14.2:

- (a) Doubleday fails to obtain any permit required by City ordinance.
- (b) Doubleday fails to perform any other term, condition, or covenant to be performed by it pursuant to this Lease.
- (c) Doubleday or its agent falsifies any report required to be furnished to the City hereunder.
- (d) Doubleday engages in conduct which disrupts the neighborhood or involves law enforcement. Such conduct may include but is not limited to drug use, drug distribution, public intoxication of Doubleday employees and volunteers.
- (e) Doubleday fails to provide a safe and secure facility for use by the public and Doubleday lessee's, invitees, and guests.
- (f) Doubleday commits any other breach of this Lease. Any such breach shall be considered a material breach of this Lease.

14.2 **Remedies.** Upon the occurrence of any of the events described in 14.1 above, the City shall have the option to take any or all of the following actions, without further notice to Doubleday:

- (a) Immediately re-enter and remove all persons and property from the Premise and store said property in a public place, warehouse, or elsewhere at the cost of, and for the account of, Doubleday, all without service of notice, or resort to legal process and without being deemed guilty of or liable for trespass. City shall take all and any measures allowed by state law.
- (b) Terminate this Lease by written notice to Doubleday. In the event of such termination, Doubleday agrees to immediately surrender possession of the Premise.
- (c) Cure any default by Doubleday, and the cost of such action shall be added to Doubleday's financial obligations under this Lease.
- (d) Bring an action in law or equity against the breaching party.

15. **Assignment, Subletting and Sale:** Doubleday may sublease the premise for recreational activities for no longer than one year. Subleases must be written with a copy provided to the City Parks Director. Subleases must be subject to all terms and conditions provided by this Lease Agreement and the Deed attached as **Exhibit B**.

16. **Notices:** Notices under this Lease shall be in writing and delivered in person or by U.S. mail first class, postage prepaid, to:

City of Sheridan:
Public Works Director
55 E. Grinnell Plaza
Sheridan, Wyoming 82801

Doubleday:

17. **Miscellaneous:**

17.1 **Entire Agreement/Amendment.** This Lease contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

17.2

17.3 **Waiver.** Failure of either party to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing and signed by the party waiving such right.

17.4 Governing Law: This Lease shall be governed and enforced by Wyoming Law with the Fourth Judicial District of Wyoming having jurisdiction.

17.5 Meetings and Public Records: Doubleday is not subject to Wyoming Open Meeting Laws. However, Doubleday agrees to make all meetings of its Board open to the public with the exception of executive sessions. Executive sessions shall be held in accordance with W.S. § 16-4-405.

17.5.1 Doubleday is not required to provide documents to any person pursuant to W.S. 16-4-201 et.seq. If requested in writing by the City, Doubleday shall provide the City with any document, email or record which would constitute a public record under Wyoming Law.

CITY:

DOUBLEDAY:

Date: _____

Date: _____