AGENDA
CITY OF SHERIDAN
MARCH 27, 2023
STUDY SESSION COUNCIL MEETING START 5:30 P.M.

1. Discussion of Award to O'Dell Construction, Inc. for the Fire Station Renovation Project in the Amount of $182,520.00 - City Engineer Thomas Morneau

2. Discussion of Resolution 19-23 Approving Alger Street Diagonal Parking - City Engineer Thomas Morneau

3. Discussion of the Updated Purchasing Policy - City Attorney Brendon Kerns

4. Discussion of Ordinance 2265 Regarding Emergency Operations Funding - City Attorney Brendon Kerns

5. Discussion of Ordinance 2264 Water Rights Petition Authorization - City Attorney Brendon Kerns

6. Discussion of Municipal Judge Contract Renewals - City Attorney Brendon Kerns

   A. Two-Year Contract with Municipal Court Judge Klepperich

   B. Two-Year Contract with Alternate Municipal Judge Kessner

7. Discussion of Opioid Settlement Agreement with Sheridan County - 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

Public Works

MEMORANDUM

Project Name:	Discussion of Award to O'Dell Construction, Inc. for the Fire Station Renovation Project in the Amount of $182,520.00 - City Engineer Thomas Morneau
From:	Hanns Mercer, Public Works Director
To:	Mayor and Council
CC:	
Date:	03/21/2023

Recommendation:

Staff recommends that the Mayor and City Council award the Fire Station Renovation Project to O'Dell Construction, Inc. for the bid amount of $182,520.00.

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 project.

Background:

The Sheridan Fire Station was built in 1982 and in February of 2020 had a vehicle exhaust removal system installed. This contributed to the updates to create a more modern station.

The project was advertised on February 27, March 6, and March 11, with a pre-bid conference held on March 7. Bids were due March 21 and one firm submitted a bid.

Discussion:

Since 2018, the Fire Department has implemented an ongoing cancer risk reduction project. To keep in line with best practices for preventing firefighter cancer, the current renovation project creates a proper decontamination area. This includes housing the extractor, dryer, and future equipment washer, isolating the dirty or contaminated area from the clean area. The idea is that when returning from a call, the firefighters and their gear enter the area dirty or tainted and come out clean, separating them from possible contaminates that ultimately affect their health and wellbeing. The project also includes reception area modifications to increase safety.

Funding:

This project is funded by an Assistance to Firefighters Grant (AFG), GPET, and Direct Distribution.

Attachments

Exhibit

Original Drawing: 100% = 36" x 24" - DO NOT SCALE WHEN REPRODUCED AT ANY OTHER SIZE

1 First Level - Overview
Scale: 1/8" = 1'-0"

0' 2' 4' 8'

FDL CONSULTING, LLC.
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LICENSED ARCHITECT
JESSICA DYKHOUSE
B-315
STATE OF WYOMING

ACE INC
ASSOCIATED • CONSTRUCTION • ENGINEERING
19 SOUTH MAIN
SHERIDAN, WY 82801
307-673-5300

ACE JOB 22SH5709

Project Status:
100% Construction Documents

The Fire Station Renovation Project

151 S Scott Street
Sheridan, WY 82801

Prepared for:
City of Sheridan

Revisions:

No.	Description	Date

Project No:

Drawn By: BC Checked By: JD

Sheet Title:
OVERALL FIRST LEVEL FLOOR PLAN

Sheet Number:
A-101

2/23/2023 4:32:14 PM

100% Construction Documents - 02.23.2023

CITY OF SHERIDAN, WYOMING

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Public Works

MEMORANDUM

Project Name:	Discussion of Resolution 19-23 Approving Alger Street Diagonal Parking - City Engineer Thomas Morneau
From:	Thomas Morneau, City Engineer
To:	Mayor and Council
CC:	
Date:	03/15/2022

Recommendation:

Staff recommends that the Mayor and City Council approve Resolution 19-23 for diagonal parking on the northeast side of Alger Street. In addition, the design and layout of the Alger Street realignment and sidewalk. Staff requests that the Mayor and City Council authorize the Public Works Director, Hanns Mercer, to act on behalf of the Council and Mayor on all matters related to this project.

Background:

The Historic Cady building was built in 1893 and is located at the intersection of Main Street and Alger Street. It was purchased by a developer in June 2020. Currently, the alignment of Alger through the Main Street intersection is skewed.

Discussion:

The developer wants to design and construct improvements to Alger Street at the site of the Historic Cady Building by widening the sidewalk an additional 13 feet, having a fenced off outdoor dining and seating area, and adding diagonal parking along the north side of Alger.

The fenced off dining/seating area will require a Sidewalk Use Agreement between the developer and the City, and five feet of open sidewalk will be open for pedestrian traffic. The number of parking spaces on the north side of Alger will not be altered from nine, with the change from parallel parking to diagonal.

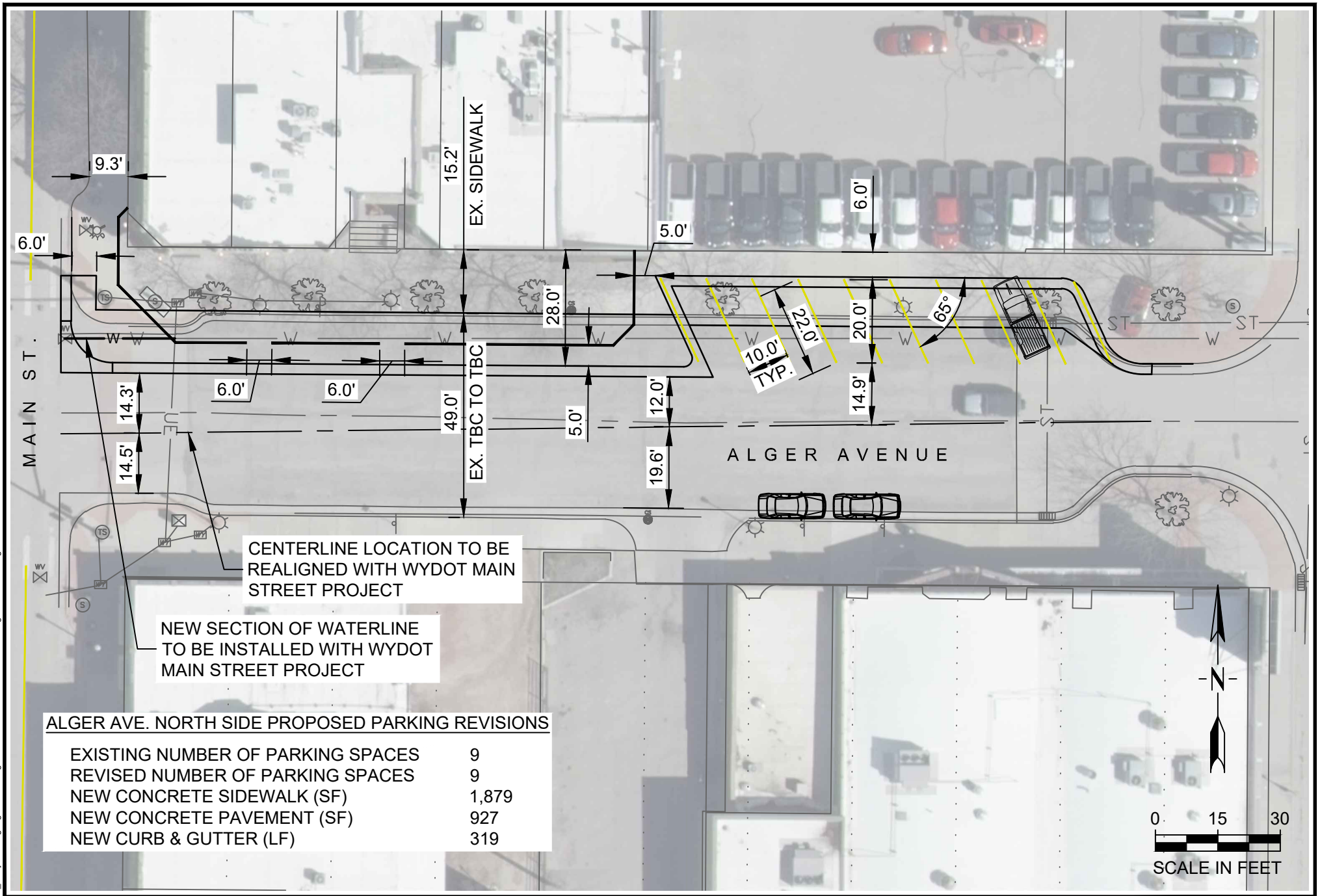
Funding:

This project will be privately funded and managed by the developer. All improvements will need to be designed per City Standard.

Attachments

Exhibit

Rersolution 19-23



ALGER AVE. NORTH SIDE PROPOSED PARKING REVISIONS

EXISTING NUMBER OF PARKING SPACES	9
REVISED NUMBER OF PARKING SPACES	9
NEW CONCRETE SIDEWALK (SF)	1,879
NEW CONCRETE PAVEMENT (SF)	927
NEW CURB & GUTTER (LF)	319

Morrison Maierle
engineers ▪ surveyors ▪ planners ▪ scientists

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DRAWN BY: KRL
DSGN. BY: RE
APPR. BY: RE
DATE: 01/2023

CADY BUILDING
ALGER AVENUE PARKING
SHERIDAN WYOMING

65° ANGLED PARKING OPTION
(NO PARALLEL PARKING)

PROJECT NO. 10317

FIGURE NUMBER 3

W:\10317 Fireproof LLC\001_Cady Building Alger St Parking\ACAD\Civil\001-Site-Mstr-OP3-65deg-NO Parallel.dwg
Plotted by katelyn lollar on Mar/15/2023

CITY OF SHERIDAN
RESOLUTION 19-23

A RESOLUTION ALLOWING DIAGONAL PARKING ON THE NORTH SIDE OF E. ALGER STREET FROM N. MAIN STREET TO N. GOULD STREET.

WHEREAS, City Ordinances allow City Council to designate diagonal parking along certain portions of the street; and

WHEREAS, the Public Works Department supports economic growth and supports existing businesses; and

WHEREAS, the change of parallel parking to diagonal parking will help the surrounding businesses under the City Ordinance Chapter 16-18.

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

that diagonal parking be approved on the northside of E. Alger Street from N. Main Street to N. Gould St.

PASSED, APPROVED AND ADOPTED this 3rd day of April, 2023.

City of Sheridan

_____
Richard Bridger, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

CITY OF SHERIDAN, WYOMING

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

Attorney

MEMORANDUM

Project Name:	Discussion of the Updated Purchasing Policy - City Attorney Brendon Kerns
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	City Administrator Stuart McRae
Date:	02/06/2023

Recommendation:

See attached draft policy.

Attachments

Memo
Policy clean
CA Procedures
Redlined Purchasing Policy

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MEMORANDUM

Date: **March 23, 2023**
To: **Mayor and Council**
RE: **Purchase and Procurement Policy**

Mayor and Council,

As was discussed on March 20, 2023, the City Administrator is the purchasing agent for the City subject to the Governing Body's promulgated rules and regulations. Further, the City Administrator is to set general policies affecting all departments. The Governing Body approved a Purchase and Procurement Policy on June 19, 2017. At that time, the Governing Body did not establish what policies and procedures were considered general.

Since 2017, there have been two significant changes which affect how the City acquires goods and services. The first change becomes effective July 1, 2023. The legislature has increased the threshold for when bids are required from $35,000 to $75,000. The second change occurred when the City purchased new fiscal management software which alters the method of making purchases. Consequently, it is required that the current Purchase and Procurement Policy be amended.

Attached in your packet are three separate documents. The first is the amended Purchase and Procurement Policy with tracked changes. The second is a clean version without redlining. The third is a very rough draft of what the City Administrator would adopt as a general policy and procedure.

Ultimately, the Governing Body has the sole discretion to determine what constitutes a general policy and procedure. If you have any questions about why certain areas have been removed or altered, please let me know at the upcoming work study or at your convenience.

TARVER, KERNS & BUNTING, LLP

Brendon E. Kerns

Purchasing and Procurement Policy

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Purchasing and Procurement Policy

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

The City of Sheridan will adhere to W. S. § 15-1-113 when purchasing new vehicles and contracts for public improvements. Specifically, any new automobile or truck shall be bid regardless of cost. Contracts for public improvement, excluding contracts for professional services or where the primary purpose is emergency work or maintenance, shall be advertised for bid or for response if a request for proposal or qualification for construction manager agent, construction manager at risk or design-builder is used, if the estimated cost, including all related costs, exceeds a bid threshold of thirty-five thousand dollars ($75,000.00).

The City of Sheridan will refer to 2 CFR 200 when purchasing or procuring with Federal funds. In accordance with 2 CFR 200.320 (a)(2)(ii), the simplified acquisition threshold is set at $75,000.

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

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

Charter Ordinance 2202 assigns the duties and responsibilities for the purchase and procurement of good, services and materials. The provisions governing purchases and procurements are:

> Article 2I states “The City Administrator shall be the purchasing agent for the City subject to the requirements of statutes, ordinances, and rules and regulations now or promulgated by the Governing Body, and shall purchase materials and authorize expenditures of funds on behalf of the City.
>
> Article 2I states: The City Administrator shall… supervise the administrative functions of all departments of the City; issue administrative regulations and outline general administrative procedures applicable to all areas and departments.

While being fiscally responsible, employees are encouraged to purchase from local Sheridan businesses, per City of Sheridan Resolution 29-11, which is included as **Attachment A**.

1. PURPOSE

1.1. Purchasing objectives serve as a set of guidelines to be used by Administration, City personnel and the Chief Procurement Officer in achieving responsible and intelligent decisions when purchasing and procuring services, supplies and equipment.

1.2. The objectives of this Policy are as follows:

- Assure responsible and accountable procurement of commodities, contractual services, equipment, and capital outlay items.
- Assist management at all levels in reaching responsible, cost-effective decisions in the purchasing of quality supplies and services for City use.
- Formulate policies which maximize the efficiency of the City's purchasing process.
- Promote goodwill and clear communication in City/vendor relations relative to purchasing.
- Promote equal-opportunity policies through professional relations with vendors.
– Ensure compliance with Federal requirements for Federally funded purchases.
- Ensure compliance with State requirements for State funded purchases.

2. DEFINITIONS

a. "Architectural and/or Engineering Services" means professional services of an architectural or engineering nature, as defined by state law, if applicable, that are required to be performed or approved by a person licensed, registered, or certified to provide the services described as follows:

- professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and

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

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

c. "Chief Procurement Officer" means the City Administrator or designee.

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

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

f. "Department Head" means the person designated as the administrative official who oversees a department in accordance with Ordinance 2-10.

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

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

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

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

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

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

- Automobile means a 4-wheeled vehicle that is propelled by fuel, or by alternative fuel, manufactured primarily for use on public streets, roads and highways and rated less than 10,000 pounds gross vehicle weight. 49 USC 32901(a)(3).

- Truck is defined as a motor vehicle designed, used or maintained for the transportation of property, including pickup trucks but excluding multipurpose vehicles and cars.

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

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

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

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

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

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

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3. TAX EXEMPT STATUS

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

4. USE OF MUNICIPALITY NAME

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

5. COOPERATIVE PURCHASING

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

6. PETTY CASH

6.1 The Treasurer's Office shall have a petty cash fund not to exceed $1,000.00. The management and procedures of the purchase shall be in accordance with procedures established by the City Administrator.

7. PURCHASES FROM EMPLOYEES OF THE CITY

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

8. EMPLOYEE REIMBURSEMENTS

8.1 Any purchases made by City employees in accordance with their scope of duties, may be reimbursed in accordance with procedures established by the City Administrator.

9. TYPES OF PROCUREMENT

9.1. General Information

a. Any procurement made with federal funds must, unless otherwise specified by Wyoming Statute, Federal Law or Federal rule, follow the provisions of 2 CFR 200, as per City of Sheridan Resolution 23-17 passed June 19, 2017, which is included as **Attachment B**.
b. Purchases **SHALL NOT** be split into multiple transactions in order to stay within the purchase limit.
c. All procurements must be followed by a detailed receipt/invoice or progress billing, as appropriate.
d. A matrix of the types of procurement is attached as **Appendix A**.
e. Due to the uniqueness and complexity of purchasing art, the City of Sheridan Public Arts Committee purchases shall be exempt from the bidding and procurement process unless otherwise required by Wyoming Statute or City Ordinance.
f. Joint Powers Boards in which the City is a member or provides bookkeeping services

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for, be exempt from this policy.

g. Assets purchased with a value of over $5,000 or assets which are sold, traded or scrapped shall be reported to the Treasure's office in accordance with the procedure established by the City Administrator.

9.2. Micro-purchase

a. Procurement by micro-purchase is the acquisition of supplies or services in which the aggregate dollar amount does not exceed $10,000. The management and procedures of the funds shall be in accordance with procedures established by the City Administrator. The micro-purchase limit is applied as follows:

i. With federal funds, the purchase limit is for the life of the grant.

ii. With all other funds, the purchase limit is the fiscal year.

9.3. Small purchase

a. Small purchases are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than $75,000.

b. Small purchases greater than $10,000 but not exceeding $75,000 require three (3) **written** quotes and approval by the Department Supervisor and Department Head.

c. Written offers may include advertised price comparisons between the same item or good provided that the item or good compared are identically specced.

e. The purchase limit for small purchases applies to each purchase, regardless of funding.

f. All other rules governing the management and procedures of the purchase shall be in accordance with procedures established by the City Administrator.

9.4. Sealed Bids

9.4.1. Requirement

a. Sealed bids are required for any type of public improvement if the estimated cost exceeds $75,000, except for professional services, emergency work or maintenance; see W.S. § 15-1-113.

b. Sealed bids are required for the purchase or lease of a new automobile or truck regardless of cost; see W.S. § 15-1-113.

c. Additionally, sealed bids are required for all purchases of supplies, equipment or vehicles if the estimated cost exceeds $75,000, unless otherwise excluded per this policy.

d. All bids shall meet the requirements of W.S. § 15-1-113 and W.S. § 16-6-101 through W.S. § 16-6-118.

9.4.2. Specifications: Seal Bid Specifications shall be set by the City Administrator or designee.

9.4.3. Standard Bid Package

a. The standard bid package shall be developed by the City Administrator.

b. For non-federally funded public work projects, the 5% Wyoming bidder preference clauses; see W.S. § 16-6-102, W.S. § 16-6-104, W.S. § 16-6-105, W.S. § 16-6-106 and W.S. § 16-6-107. For federally funded projects, the suspension and debarment statement.

c. Any restriction in the specifications that could be considered restrictive of competition is prohibited. They include, but are not limited to:
- Placing unreasonable requirements on firms to prevent them from qualifying.
-Requiring unnecessary experience and excessive bonding

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- Non-competitive pricing practices between firms or between affiliated companies

d. The City Administrator may approve bid packages which vary from standard if necessary to meet the purpose of this Policy. Provided, nothing herein shall prevent the City Administrator from establishing the standard language, forms and requirements necessary to ensure compliance with this Policy, Wyoming Statute and City Ordinance.

9.4.4. Advertisement and Invitation to Bid; see W.S. § 15-1-113(b)

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

d. The City shall make an effort to notify known local vendors of upcoming bids.

9.4.5. Awarding the Bid/Notice of Award

a. The Project Manager or Department Head will review the bids and put together a bid tabulation of all bidders and submitted bids.
b. Prior to awarding, the City Attorney shall review all contracts.
c. A public works contract shall be awarded to the responsible certified resident making the lowest bid if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible non-resident bidder; see W.S. § 16-6-102.
d. The Project Manager or Department Head shall issue an award letter of recognition which shall be presented to the Governing Body for approval.
e. The Governing Body shall award the bid at a scheduled Council meeting.
f. The contract shall be executed by the Mayor and attested by the Clerk, or his/her designee and copies must be given to the City Clerk, the Treasurer, the consultant or vendor and the Department Head, if applicable
g. The Project Manager or Department Head shall issue the Notice of Award to the successful bidder.
h. The successful bidder shall furnish the performance guarantee within 30 days.

9.4.6. Advertisement for Final Payment

a. Before the City is to make the final payment on any contract for which a bond or other financial guarantee is required, the City shall publish once a week for three (3) consecutive weeks and also post in three (3) conspicuous places at the place of work,

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forty (40) days before the final payment, a notice that the contractor is entitled to final settlement and that the City will pay to the contractor the full amount due under the contract; see W.S. § 16-6-116.

b. No final payments shall be made to a contractor without a sworn statement from the contractor setting forth that all claims for material and labor performed under the contract have been paid and are paid for the entire period of time for which the final payment is to be made. If any claim for material and labor is disputed, the sworn statement shall so state and the amount claimed to be due the laborer shall be deducted from the final payment and retained by the City until the determination of the dispute, either by judicial action or consent of the parties, and then paid by the City to the persons found entitled thereto; see W.S. § 16-6-117.

9.5. Competitive Proposals (RFP or RFQ)

9.5.1. Requirement

a. Request for proposals/qualifications are required for professional services for construction manager agents, construction manager-at-risk or design-builder if the estimated cost exceeds $75,000; see W.S. § 15-1-113.

b. Request for proposals/qualifications are required for all other services, including maintenance, if the estimated cost exceeds $75,000

c. Additionally, requests for proposals/qualifications are required for all leases of equipment if the estimated cost exceeds $75,000.

d. If the project or procurement is receiving funding from an outside funding agency, City staff must receive written approval from the funding agency to utilize the RFP/RFQ process.

9.5.2. Procedures

a. The City Administrator shall set procedures for the use of an RFP or RFQ. The City Administrator approved procedures shall be comply with all applicable federal and state statutes.

9.6. Non-Competitive Proposals

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

a. Single source

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

whenever possible, to avoid the need to continue to procure the same supplies and/or services without competition.

- The requesting department shall submit a memo to the Chief Procurement Officer of source justification along with any other pertinent information regarding the single source procurement; i.e. vendor quote, literature, etc.
- The Chief Procurement Officer must approve all single source procurements unless such selection is required to be approved by the City Governing Body or otherwise allowed by this Policy.
- Expressly authorized by Federal Agency or Pass-Through
- Inadequate competition

9.6.2. Emergency purchase

a. An emergency purchase is a purchase that is essential to the life, health or convenience to the citizens of Sheridan. Examples of such emergencies may be a breakdown of the electrical system, water supply or critical vehicles.

b. When an emergency condition exists that prevents the use of a competitive procurement method, the City may conduct procurement on an emergency basis. Emergency procurements may be negotiated on a single source or limited competition basis as dictated by the circumstances surrounding the emergency.

c. Emergency purchases are authorized if expressly allowed by Federal Agency or Pass-Through

d. An Emergency purchase may be made when there is inadequate competition.

9.6.2.1 Emergency procurements **do not** include:

a. Procurements that need to be rushed because of a failure to plan ahead
b. End of the fiscal year procurements
c. End of a grant/contract procurement

9.6.2.2 Authority to make Emergency Procurements

a. Approval by the Chief Procurement Officer, or his/her designee, shall be obtained prior to the procurement. In the event an emergency arises after normal working hours, the requesting department shall notify the Chief Procurement Officer as soon as reasonably possible.
b. The emergency procurement shall be limited to the procurement of only the types of items and quantities or time period sufficient to meet the immediate threat and shall not be used to meet long-term requirements.

9.6.2.3 Documentation

a. As soon as practicable, the Department Head shall prepare a written justification, to be approved by the Chief Procurement Officer, that sets forth the justification for the emergency procurement. The justification shall include the following:

-the basis for the emergency procurement including the date the emergency first became known
- a listing of the supplies and/or services procured
- a description of the efforts made to ensure that proposals or offers were received from as many potential vendors as possible under the circumstances

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- the basis for the selection of the selected vendor

10. ORIGINAL CONTRACT DOCUMENTS AND MAINTENANCE AGREEMENTS

All original documents and agreements, bid packages, bids, actions by the Governing Body shall be maintained by City staff in accordance with the City's adopted document retention schedule, state statute and as directed by the City Administrator.

11. RECEIVING OF SUPPLIES AND EQUIPMENT

The procedure for the receiving and acceptance of supplies and equipment shall be set by the City Administrator.

12. METHOD OF PAYMENT

Unless otherwise required by this policy, the method and means of payment for purchases shall be in accordance with the procedures established by the City Administrator.

13. GOVERNING BODY PROCEDURES:

13.1 Changes, Alterations and Waivers

a. By majority vote of the Governing Body, any requirement or provisions of this Policy, except for requirements set forth by Wyoming State Statute or Federal Law, may be changed, altered or waived. Any waiver of any requirement or provision for any specific purchase shall not waive the Policy requirement or provision for future purchases unless specifically stated by the Governing Body.

b. This Policy shall be updated as is needed by the City Administrator to reflect and ensure compliance with state and federal law. Any update required by federal or state law shall not require the Governing Body's approval to be effective. Any other update or amendment which is recommended by the City Administrator must be approved by a majority vote of the Governing Body.

13.2 Enforceability

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

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Appendix A
Types of Procurement

	Micro-Purchase	Small Purchase	Non-Competitive Proposals	Competitive Bids	Competitive Proposals
Limit	<= $10,000	>$10,000 - $75,000	No limit	No limit	> $75,000
Purchase Type	• Supplies • Equipment • Services	• Supplies • Equipment • Services	• Under Micro Purchase Threshold • Single Source (i.e. Proprietary) • Emergency • Authorized by Federal Agency • If, after attempting bids/RPFs, competition is inadequate	• Purchase or lease of <u>new</u> automobiles and trucks	• Public Improvement Contracts • Construction Manager • CMR • Design/Builder • Contracts for professional services • Maintenance • Supplies • Equipment
Competition	None	At least 3 quotes	None	Sealed bids	RFP/RFQ/Bid
Legal Reference	2 CFR 200.320	2 CFR 200.320	2 CFR 200.320	W.S. § 15-1-113	W.S. § 15-1-113 2 CFR 200.320
Requisition 1st Approval	Department Supervisor	Department Supervisor	Department Supervisor	Selection Committee	D Selection Committee
Requisition 2nd Approval	None	Department Head	Department Head	None	None
Authorized/ Awarded By	N/A	CA* when less than 2 quotes None	CA	CA then Governing Body	CA then Governing Body

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Attachment A

RESOLUTION 29 -11

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

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

and

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

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

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

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

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

CITY OF SHERIDAN

John Bigelow, Council President

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Scott Badley, City Clerk

Attachment B

CITY OF SHERIDAN

Resolution 23-17

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

WITNESSETH

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

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

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

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

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

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

City of Sheridan

Roger Miller, Mayor

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Attest:

Jim Harmon
Finance and Administrative Services Director

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1. ORIGINAL CONTRACT DOCUMENTS AND MAINTENANCE AGREEMENTS

1.1. All original contracts, excepting original maintenance agreements, will be kept with the City Clerk's office. Copies may be kept by the appropriate departments.

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

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

2. VEHICLE AND EQUIPMENT REGISTRATION AND/OR INSURANCE

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

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

3. ASSET ADDITION OR DELETION

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

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

4. ELECTRONIC REQUISITION (eReq)

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

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

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

4.3. Exceptions

- Payments required for payroll
- Utility payments

5. PETTY CASH

5.1 . The Treasurer's Office shall haves a petty cash fund not to exceed $500.00. The petty cash funds shall be reconciled at least monthly.

5.2. Excluding funds used for licensing/registrations at the County Clerk's office, use of petty cash is limited to expenditures not to exceed $50.

5.3. A Petty Cash Voucher (Form PC-1) must be signed by the receiving individual and a receipt must accompany all payments out of petty cash. The management and procedures of the purchase shall be in accordance with procedures established by the City Administrator.

6. EMPLOYEE REIMBURSEMENTS

6.1. Requirements

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

6.2. Reimbursement Request

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

7. MICRO-PURCHASE

7.1 Procurement by micro-purchase is the acquisition of supplies or services in which the aggregate dollar amount does not exceed $3,500. To the extent practicable, the City must distribute micro-purchases equitably among qualified suppliers. Micro purchases may be awarded without soliciting competitive quotes if the Department Supervisor considers the price to be reasonable.

- The micro-purchase limit is applied as follows:
    - With federal funds, the purchase limit is for the life of the grant.
    - With all other funds, the purchase limit is the fiscal year.
- Micro-purchases require approval by the Department Supervisor.

8. SMALL PURCHASE

8.1. Small purchase

● Small purchases are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than $35,000.

● Small purchases greater than $3,500 but not exceeding $10,000 require three (3) verbal quotes and approval by the Department Supervisor and Department Head.

● Small purchases greater than $10,000 but not exceeding $35,000 require three (3) written quotes and approval by the Department Supervisor, Department Head and Chief Procurement Officer. In addition, any written contract with the chosen vendor shall be signed by the Chief Procurement Officer.

● The purchase limit for small purchases applies to each purchase, regardless of funding.

9. BID SPECIFICATIONS

9.1 Detailed specifications shall be prepared by the Project Manager or Department Head and approved by the Department Head. These specifications shall become part of the Standard Bid Package (Form SBP-1).

9.2 Any restriction in the specifications that could be considered restrictive of competition is prohibited. They include, but are not limited to:

○ Placing unreasonable requirements on firms in order for them to qualify to do business

○ Requiring unnecessary experience and excessive bonding

○ Non-competitive pricing practices between firms or between affiliated companies

○ Non-competitive contacts to consultants that are on retainer contracts

○ Organizational conflicts of interest

○ Specifying only a brand name product instead allowing equal products to be offered. If the use of brand names is used it should be limited to expressing a minimum acceptable specification, in which case “or equivalent” shall follow the name brand, or when procurement of a particular brand name can be otherwise justified.

○ Any arbitrary action in the procurement process

9.3 Standard Bid Package

● The standard bid package can be accessed through the City’s website or from the appropriate department.

● The standard bid package includes the following forms or documents:

- Advertisement and Invitation to Bid
- Instructions to Bidder
- Bid Form/Contract
- Specifications
- General Instructions
- Bid Bond
- Performance Bond
- Notice of Award

● The standard bid package may include the following optional forms or documents:

- Special Requirements
- Trade-Ins
- For non-federally funded public work projects, the 5% Wyoming bidder preference clauses; see W.S. § 16-6-102, W.S. § 16-6-104, W.S. § 16-6-105, W.S. § 16-6-106 and W.S. § 16-6-107.
- For federally funded projects, the suspension and debarment statement.

9.3. Advertising

● The Department Head must sign all advertisements and requests for proposals/qualifications.

● All legal ads shall be placed by the City Clerk.

● The advertisement and request for proposal/qualification shall be published on two (2) different occasions, at least seven (7) days apart in the local newspaper, or according to the funding agency's requirements.

● The City shall make an effort to notify known local consultants and vendors of upcoming RFP/RFQs.

● RFP/RFQs shall be posted on the City's website.

9.4. Request for Proposals/Qualifications

● The proposal, as submitted by the consultant or vendor, shall include information on the company's ability to meet the requirements of the RFP/RFQ. Information provided should include a description of their ability to perform the work or provide the leased equipment, a demonstration of understanding of the project, and references.

9.4. Selection Committee

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

9.5. Evaluation Factors

● The selection committee shall select consultants or vendors on, but not limited to, the following criteria:

- ○ Experience and expertise of the company in the work needed
- ○ Qualifications of the company's personnel
- ○ Previous performance by the company
- ○ Knowledge about the project or equipment
- ○ Special product delivery requirements
- ○ Workload with other clients (if known)
- ○ Location (In-state or out-of-state consultant location cannot be a factor, but proximity to the project is an allowable factor)
- ○ Financial stability
- ○ Reputation
- ○ References
- ○ Cost

● At the selection committee's option, additional factors may also be used.

9.6. Selection by Scoring and Ranking

● To determine the final selection, the committee ranks the consultants or vendors being considered. This process involves prioritizing each factor and developing an overall score. If it becomes apparent that a particular consultant or vendor is not qualified, the committee may eliminate the consultant or vendor from further consideration. The following items should be considered to determine if a consultant or vendor is minimally qualified:

- ○ The consultant or vendor shall have an exemplary ethical and professional reputation.
- ○ Individuals the consultant or vendor employs shall possess the levels of education, training and experience necessary to perform the required services satisfactorily.
- ○ If the consultant will be engaged to perform engineering, surveying, or architectural services for the City of Sheridan, the employee overseeing the work shall be licensed by the Wyoming Board of Registration for Professional Engineers and

Professional Land Surveyors or the Wyoming State Board of Architects and Landscape Architects.

○ The consultant or vendor shall be established in the area of expertise and have recent experience in the area for which the company is being considered.

● For architectural or engineering related projects, the selection must be qualification-based. Therefore, the City shall not solicit fee proposals before the consultant selection. Within the RFQ process, fee proposals may be requested in separate sealed envelopes, and only the selected firm's fee proposal will be opened after the selection is complete.

● For leases or projects that are not architectural or engineering related, fee proposals can be considered a part of the selection criteria.

● The City may interview, via phone, the top three (3) consultants or vendors. H. Negotiations

● Negotiations may begin with the top-ranked vendor. At this time, final scope and cost will be discussed. The cost may be determined by the following:

○ Salary cost times a multiplier plus direct non-salary costs

○ Cost plus a fixed fee

○ Lump sum

○ Unit of work payment

○ Hourly rate with maximum fee

○ Or any other reasonable method of calculation

● If this is an architectural or engineering contract, please review the American Society of Civil Engineers (ASCE) Manual No# 45.

● If the contract cannot be successfully negotiated with the top-ranked vendor, negotiations should be terminated and the City should begin discussion with the next ranked vendor until a contract is negotiated. Staff shall only negotiate with one vendor at a time.

9.7. Awarding the Proposal

● Prior to awarding, the City Attorney shall review all contracts.

● The Governing Body will award the proposal at a regularly scheduled Council meeting.

● The contract shall be executed by the Mayor and attested by the Clerk, or his/her designee, and copies must be given to the City Clerk, the Treasurer, the consultant or vendor and the Project Manager, if applicable.

● The consultant must be notified to proceed by the Project Manager. The Project Manager must provide all pertinent information to the consultant, monitor their work, render decisions on behalf of the City and authorize payment to the consultant.

10. RECEIVING OF SUPPLIES AND EQUIPMENT

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

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

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

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

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

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

11. PURCHASING CARD

11.1 General Instructions

- The purpose of the purchasing card is to streamline and simplify the purchasing and payment process.
- Purchasing cards may not be used to avoid or bypass appropriate purchasing policies and procedures.
- Individual purchases may not exceed the micro-purchase threshold, unless for an emergency purchase, as defined in Governing Body Purchase and Procurement Policy.
- Purchases made with the purchasing card are for supplies and equipment, and travel related expenses only. Under no circumstances shall a City employee pay a contractor or consultant with a purchasing card.
    - Use of purchasing cards for meals is limited to travel outside of the City where at least one overnight stay will occur or when the meal is beneficial to the needs of the City.

● All mailed or delivered orders shall have the cardholder's name and department on the package.

● Any incentive program benefits derived by the use of purchasing cards shall be the property of the City. The Treasurer will determine the use of such incentive program benefits.

● The cardholder is the only person entitled to use the card and the card is not to be transferred to or allowed to be used by anyone other than the cardholder. The cardholder may make procurement transactions on behalf of others in their department, however, the cardholder is responsible for the validity of purchases made with their card and for obtaining the required receipts.

● Violations of this policy may result in loss of purchase card privileges and discipline up to and including termination.

11.2. Cardholder Eligibility

● In order to receive a purchasing card, a cardholder must:

- ○ Be a current full time or regular part time City of Sheridan employee
- ○ Receive the approval of their Department Head and the Treasurer
- ○ Attend a training session before receiving their purchasing card
- ○ Sign a Cardholder Agreement (CCA-1)

11.3. Limitations and Restrictions

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

- ○ Monthly, daily and per transaction credit limits
- ○ Limits on number of transactions
- ○ Merchant category blocking

11.4. Unauthorized Purchases

● The following is a list of unauthorized purchasing card purchases:

- ○ Alcohol or tobacco products
- ○ Entertainment related expenses
- ○ Prescription and non-prescription drugs
- ○ Weapons and ammunition (except for Police personnel)
- ○ Cash advances
- ○ Items for personal use
- ○ Any transaction which exceeds the limits set on the cards

- Fuel for personal vehicles

- Purchases or travel outside of the United States unless authorized by the Chief Procurement Officer

- Purchases exceeding the appropriated budget amount for the GL code being charged without prior authorization from the appropriate Department Head

11.5. Lost or Stolen Cards

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

Purchasing and Procurement Policy

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Purchasing and Procurement Policy

The purpose of this policy ~~is to~~ establishes ~~procedures for an efficient, fiscally responsible purchasing system capable of providing daily service and support to all City departments and to assure the citizens that the City is receiving maximum value for each dollar spent. This Policy provides~~for ~~City of Sheridan employees~~ a ~~guideline~~standard for City of Sheridan employees to assure continuity and uniformity in purchasing practices ~~to define the responsibilities of each employee. This Policy also provides guidelines for public works projects and items let by bid.~~ This Policy is not intended to address every issue, exception, or contingency that may arise in the course of purchasing activities. Employees should always exercise good sound judgment, seek the best value when using City resources and keep within the budget authorized by the Governing Body. Each purchase shall encourage open competition between suppliers and contractors, while seeking the best -value for the City.

The City of Sheridan will adhere to W. S. § 15-1-113 when purchasing new vehicles and contracts for public improvements. Specifically, any new automobile or truck shall be bid regardless of cost. Contracts for public improvement, excluding contracts for professional services or where the primary purpose is emergency work or maintenance, shall be advertised for bid or for response if a request for proposal or qualification for construction manager agent, construction manager at risk or design-builder is used, if the estimated cost, including all related costs, exceeds a bid threshold of thirty-five thousand dollars ($75,000.00).

The City of Sheridan will refer to 2 CFR 200 when purchasing or procuring with Federal funds. In accordance with 2 CFR 200.320 (a)(2)(ii), the simplified acquisition threshold is set at $75,000.

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

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

Charter Ordinance 2202 assigns the duties and responsibilities for the purchase and procurement of good, services and materials. The provisions governing purchases and procurements are:

> Article 2I states "The City Administrator shall be the purchasing agent for the City subject to the requirements of statutes, ordinances, and rules and regulations now or promulgated by the Governing Body, and shall purchase materials and authorize expenditures of funds on behalf of the City.

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Article 2I states: The City Administrator shall… supervise the administrative functions of all departments of the City; issue administrative regulations and outline general administrative procedures applicable to all areas and departments.

While being fiscally responsible, employees are encouraged to purchase from local Sheridan businesses, per City of Sheridan Resolution 29-11, which is included as **Attachment A**.

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

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

1. PURPOSE

1.1. Purchasing objectives serve as a set of guidelines to be used by Administration, City personnel and the Chief Procurement Officer in achieving responsible and intelligent decisions when purchasing and procuring services, supplies and equipment.

1.2. The objectives of this Policy are as follows:

- ~~●~~ Assure responsible and accountable procurement of commodities, contractual services, equipment, and capital outlay items.
- ~~●~~ Assist management at all levels in reaching responsible, cost-effective decisions in the purchasing of quality supplies and services for City use.
- ~~●~~ Formulate policies ~~and procedures~~ which maximize the efficiency of the City's purchasing process.
- ~~●~~ Promote goodwill and clear communication in City/vendor relations relative to purchasing.
- ~~●~~ Promote equal-opportunity policies through professional relations with vendors.
- ~~●~~ Ensure compliance with Federal requirements for Federally funded purchases.
- ~~●~~ Ensure compliance with State requirements for State funded purchases.

2. DEFINITIONS

a. "Architectural and/or Engineering Services" means professional services of an architectural or engineering nature, as defined by state law, if applicable, that are required to be performed or approved by a person licensed, registered, or certified to provide the services described as follows:

- ~~○~~ professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and

- ~~○~~ other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews,

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preparation of operating and maintenance manuals, and other related services.

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

c. "Chief Procurement Officer" means ~~the City Treasurer~~the City Administrator or designee.

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

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

f. "Department Head" means the person designated as the administrative official who oversees a department in accordance with Ordinance 2-10.

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

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

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

j. "Maintenance" means any repair which does not constitute "Major Maintenance."

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

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

- ~~o~~ Automobile means a 4-wheeled vehicle that is propelled by fuel, or by alternative fuel, manufactured primarily for use on public streets, roads and highways and rated less than 10,000 pounds gross vehicle weight. 49 USC 32901(a)(3).

- ~~o~~ Truck is defined as a motor vehicle designed, used or maintained for the transportation of property, including pickup trucks but excluding multipurpose vehicles and cars.

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

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

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

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

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

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

3. TAX EXEMPT STATUS

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

4. USE OF MUNICIPALITY NAME

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

~~**5. ORIGINAL CONTRACT DOCUMENTS AND MAINTENANCE AGREEMENTS 5.1. All original contracts, excepting original maintenance agreements, will be kept with the City Clerk's office. Copies may be kept by the appropriate departments.**~~

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

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

~~**6. VEHICLE AND EQUIPMENT REGISTRATION AND/OR INSURANCE 6.1. The City Clerk must be notified and given proper paperwork at least two (2) weeks prior to delivery of vehicles or equipment. Proper paperwork for registration includes a Certificate of Origin for out of state vendors, a Sales Tax Certification form for local vendors, and a Bill of Sale. Provided, Certificates of Origin and Title may not be available until payment is tendered**~~

~~and Bills of Sale may not be received until equipment is delivered.~~

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

~~7. ASSET ADDITION OR DELETION~~

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

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

~~8. ELECTRONIC REQUISITION (eReq)~~

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

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

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

~~8.3. Exceptions~~

~~● Payments required for payroll~~

~~● Utility payments~~

5~~9~~. COOPERATIVE PURCHASING

5~~9~~.1. When two (2) or more entities join together to buy one (1) or more items, the venture is~~-~~ called cooperative or collective purchasing. The Treasurer shall approve the use of~~-~~ cooperative agreements bid by other governmental agencies, unless otherwise provided by~~-~~ this Policy. An example would be the City using a State of Wyoming bid for vehicles.

6~~10~~. PETTY CASH

6.1~~10.1~~ ~~-~~The Treasurer's Office shall have~~s~~ a petty cash fund not to exceed $1,000.00. ~~The petty cash funds shall be reconciled at least monthly.~~

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

~~10.3. A Petty Cash Voucher (Form PC-1) must be signed by the receiving individual and a receipt must accompany all payments out of petty cash.~~The management and procedures of the purchase shall be in accordance with procedures established by the City Administrator.

~~11. EMPLOYEE REIMBURSEMENTS~~

~~11.1. Requirements~~

~~● Any purchases made by City employees where reimbursement will be requested are subject to Sections 12 and 13. It is the employee's responsibility to check the Purchasing Policy of the City before incurring any expense.~~

~~● It is preferable that any purchases made for City purposes be paid by the City directly to the vendor.~~

~~● Under no circumstances shall a City employee pay a contractor or consultant directly.~~

~~11.2. Reimbursement Request~~

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

~~1~~27. PURCHASES FROM EMPLOYEES OF THE CITY

7~~1~~2.1. The Chief Procurement Officer must authorize all purchases of supplies and services from current employees of the City. This authorization must be in writing, signed by the designated City official and placed in the individual's personnel file. All such purchases shall comply with ~~Section 13 and the~~ City of Sheridan Employee Handbook.

8. EMPLOYEE REIMBURSEMENTS

8.1 Any purchases made by City employees in accordance with their scope of duties, may be reimbursed in accordance with procedures established by the City Administrator.

9.~~13.~~ TYPES OF PROCUREMENT

9~~1~~3.1. General Information

a. Any procurement made with federal funds must, unless otherwise specified by Wyoming Statute, Federal Law or Federal rule, follow the provisions of 2 CFR 200, as per City of Sheridan Resolution 23-17 passed June 19, 2017, which is included as **Attachment B**.
b. Purchases **SHALL NOT** be split into multiple transactions in order to stay within the purchase limit.
c. All procurements must be followed by a detailed receipt/invoice or progress billing, as appropriate.
d. A matrix of the types of procurement is attached as **Appendix A**.
e. Due to the uniqueness and complexity of purchasing art, the City of Sheridan Public Arts Committee purchases shall be exempt from the bidding and procurement process unless otherwise required by Wyoming Statute or City Ordinance.
f. Joint Powers Boards in which the City is a member or provides bookkeeping services for, be exempt from this policy.
g. Assets purchased with a value of over $5,000 or assets which are sold, traded or scrapped shall be reported to the Treasure's office in accordance with the procedure established by the City Administrator.

9~~1~~3.2. Micro-purchase

a. ~~●~~ Procurement by micro-purchase is the acquisition of supplies or services in which the aggregate dollar amount does not exceed $~~3,500~~10,000. The management and procedures of the funds shall be in accordance with procedures established by the City Administrator. ~~To the extent practicable, the City must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotes if the Department Supervisor considers the price to be reasonable.~~

~~●~~ The micro-purchase limit is applied as follows:

i. ~~○~~ With federal funds, the purchase limit is for the life of the grant.
ii. ~~○~~ With all other funds, the purchase limit is the fiscal year.

~~● Micro-purchases require approval by the Department Supervisor.~~

9~~1~~3.3. Small purchase

a. ● Small purchases are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than $735,000.
b. ● Small purchases greater than $3,50010,000 but not exceeding $10,000 75,000 require three (3) **verbal written** quotes and approval by the Department Supervisor and Department Head.
c. ● Written offers may include advertised price comparisons between the same item or good provided that the item or good compared are identically specced. Small purchases greater than $10,000 but not exceeding $35,000 require three (3) **written** quotes and approval by the Department Supervisor, Department Head and Chief Procurement Officer. In addition, any written contract with the chosen vendor shall be signed by the Chief Procurement Officer.
e. ● The purchase limit for small purchases applies to each purchase, regardless of funding.
f. All other rules governing the management and procedures of the purchase shall be in accordance with procedures established by the City Administrator.

913.4. Sealed Bids

9.4.1A. Requirement

a. ● Sealed bids are required for any type of public improvement if the estimated cost exceeds $735,000, except for professional services, emergency work or maintenance; see W.S. § 15-1-113.
b. ● Sealed bids are required for the purchase or lease of a new automobile or truck regardless of cost; see W.S. § 15-1-113.
c. ● Additionally, sealed bids are required for all purchases of supplies, equipment or vehicles if the estimated cost exceeds $735,000, unless otherwise excluded per this policy.
d. ● All bids shall meet the requirements of W.S. § 15-1-113 and W.S. § 16-6-101 through W.S. § 16-6-118.

9.4.2B. Specifications: Seal Bid Specifications shall be set by the City Administrator or designee.

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

9.4.3C. Standard Bid Package

a. ● The standard bid package shall be developed by the City Administrator. can be accessed through the City's website or from the appropriate department.

~~● The standard bid package includes the following forms or documents:~~
~~○ Advertisement and Invitation to Bid~~
~~○ Instructions to Bidder~~
~~○ Bid Form/Contract~~
~~○ Specifications~~
~~○ General Instructions~~
~~○ Bid Bond~~
~~○ Performance Bond~~
~~○ Notice of Award~~
~~● The standard bid package may include the following optional forms or documents: ○ Special Requirements~~
~~○ Trade-Ins~~
b. ~~○~~For non-federally funded public work projects, the 5% Wyoming bidder preference clauses; see W.S. § 16-6-102, W.S. § 16-6-104, W.S. § 16-6-105, W.S. § 16-6-106 and W.S. § 16-6-107.
~~○~~For federally funded projects, the suspension and debarment statement.
c. Any restriction in the specifications that could be considered restrictive of competition is prohibited. They include, but are not limited to:
- Placing unreasonable requirements on firms to prevent them from qualifying.
-Requiring unnecessary experience and excessive bonding
- Non-competitive pricing practices between firms or between affiliated companies
d. The City Administrator may approve bid packages which vary from standard if necessary to meet the purpose of this Policy. Provided, nothing herein shall prevent the City Administrator from establishing the standard language, forms and requirements necessary to ensure compliance with this Policy, Wyoming Statute and City Ordinance.

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

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d. The City shall make an effort to notify known local vendors of upcoming bids.

9.4.5~~E~~. Awarding the Bid/Notice of Award

a. The Project Manager or Department Head will review the bids and put together a bid tabulation of all bidders and submitted bids.

b. Prior to awarding, the City Attorney shall review all contracts.

c. A public works contract shall be awarded to the responsible certified resident making the lowest bid if the certified resident's bid is not more than five percent (5%) higher than that of the lowest responsible non-resident bidder; see W.S. § 16-6-102.

d. The Project Manager or Department Head shall issue an award letter of recognition which shall be presented to the Governing Body for approval.

e. The Governing Body shall award the bid at a scheduled Council meeting.

f. The contract shall be executed by the Mayor and attested by the Clerk, or his/her designee and copies must be given to the City Clerk, the Treasurer, the consultant or vendor and the Department Head, if applicable

g. The Project Manager or Department Head shall issue the Notice of Award to the successful bidder.

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

9.4.6~~F~~. Advertisement for Final Payment

a. Before the City is to make the final payment on any contract for which a bond or other financial guarantee is required, the City shall publish once a week for three (3) consecutive weeks and also post in three (3) conspicuous places at the place of work, forty (40) days before the final payment, a notice that the contractor is entitled to final settlement and that the City will pay to the contractor the full amount due under the contract; see W.S. § 16-6-116.

b. No final payments shall be made to a contractor without a sworn statement from the contractor setting forth that all claims for material and labor performed under the contract have been paid and are paid for the entire period of time for which the final payment is to be made. If any claim for material and labor is disputed, the sworn statement shall so state and the amount claimed to be due the laborer shall be deducted from the final payment and retained by the City until the determination of the dispute, either by judicial action or consent of the parties, and then paid by the City to the persons found entitled thereto; see W.S. § 16-6-117.

~~13.5~~9.5. Competitive Proposals (RFP or RFQ)

9.5.1~~A~~. Requirement

a. Request for proposals/qualifications are required for professional services for construction manager agents, construction manager-at-risk or design-builder if the estimated cost exceeds $7~~3~~5,000; see W.S. § 15-1-113.

b. Request for proposals/qualifications are required for all other services, including maintenance, if the estimated cost exceeds $7~~3~~5,000

c. Additionally, requests for proposals/qualifications are required for all leases of equipment if the estimated cost exceeds $7~~3~~5,000.

d. If the project or procurement is receiving funding from an outside funding agency, City staff must receive written approval from the funding agency to utilize the RFP/RFQ process.

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9.5.2~~B~~. ~~Scope of Work~~Procedures

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

a. The City Administrator shall set procedures for the use of an RFP or RFQ. The City Administrator approved procedures shall be comply with all applicable federal and state statutes.

~~C. Advertising~~

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

~~D. Request for Proposals/Qualifications~~

- ~~The proposal, as submitted by the consultant or vendor, shall include information on the company's ability to meet the requirements of the RFP/RFQ. Information provided should include a description of their ability to perform the work or provide the leased equipment, a demonstration of understanding of the project, and references.~~

~~E. Selection Committee~~

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

~~F. Evaluation Factors~~

- ~~The selection committee shall select consultants or vendors on, but not limited to, the following criteria:~~
  - ~~Experience and expertise of the company in the work needed~~
  - ~~Qualifications of the company's personnel~~
  - ~~Previous performance by the company~~
  - ~~Knowledge about the project or equipment~~
  - ~~Special product delivery requirements~~
  - ~~Workload with other clients (if known)~~
  - ~~Location (In state or out of state consultant location cannot be a factor, but proximity to the project is an allowable factor)~~
  - ~~Financial stability~~
  - ~~Reputation~~
  - ~~References~~
  - ~~Cost~~
- ~~At the selection committee's option, additional factors may also be used.~~ ~~G. Selection by Scoring and Ranking~~
- ~~To determine the final selection, the committee ranks the consultants or vendors being considered. This process involves prioritizing each factor and developing an overall score. If it becomes apparent that a particular consultant or vendor is not qualified, the committee may eliminate the consultant or vendor from further consideration.~~

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~~The following items should be considered to determine if a consultant or vendor is minimally qualified:~~

- ~~The consultant or vendor shall have an exemplary ethical and professional reputation.~~
- ~~Individuals the consultant or vendor employs shall possess the levels of education, training and experience necessary to perform the required services satisfactorily.~~
- ~~If the consultant will be engaged to perform engineering, surveying, or architectural services for the City of Sheridan, the employee overseeing the work shall be licensed by the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors or the Wyoming State Board of Architects and Landscape Architects.~~
- ~~The consultant or vendor shall be established in the area of expertise and have recent experience in the area for which the company is being considered.~~
- ~~For architectural or engineering related projects, the selection must be qualification-based. Therefore, the City shall not solicit fee proposals before the consultant selection. Within the RFQ process, fee proposals may be requested in separate sealed envelopes, and only the selected firm's fee proposal will be opened after the selection is complete.~~
- ~~For leases or projects that are not architectural or engineering related, fee proposals can be considered a part of the selection criteria.~~
- ~~The City may interview, via phone, the top three (3) consultants or vendors.~~ H. Negotiations
- ~~Negotiations may begin with the top ranked vendor. At this time, final scope and cost will be discussed. The cost may be determined by the following:~~
- ~~Salary cost times a multiplier plus direct non-salary costs~~
- ~~Cost plus a fixed fee~~
- ~~Lump sum~~
- ~~Unit of work payment~~
- ~~Hourly rate with maximum fee~~
- ~~Or any other reasonable method of calculation~~
- ~~If this is an architectural or engineering contract, please review the American Society of Civil Engineers (ASCE) Manual No# 45.~~
- ~~If the contract cannot be successfully negotiated with the top ranked vendor, negotiations should be terminated and the City should begin discussion with the next ranked vendor until a contract is negotiated. Staff shall only negotiate with one vendor at a time.~~

~~I.~~ Awarding the Proposal

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

9~~13~~.6. Non-Competitive Proposals

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

a.~~●~~ Single source

- ~~○~~ Single source procurement is when there is only one vendor who can provide the good or service.

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- Procurement without competition is authorized under limited conditions and subject to written justification documenting the conditions which preclude the use of a competitive process.
- A requirement for a particular proprietary item (i.e., a brand name specification) does not justify single source procurement if there is more than one potential vendor for that good or service. Price is not a consideration to justify sole source procurement. In cases of reasonable doubt, competition should be solicited. The Department Head shall determine if the price is fair and reasonable.
- The Department Head shall take reasonable steps to avoid using single source procurement except in circumstances where it is both necessary and in the best interests of the City. The Department Head shall take action, whenever possible, to avoid the need to continue to procure the same supplies and/or services without competition.
- The requesting department shall submit a memo to the Chief Procurement Officer of source justification along with any other pertinent information regarding the single source procurement; i.e. vendor quote, literature, etc.
- The Chief Procurement Officer must approve all single source procurements unless such selection is required to be approved by the City Governing Body or otherwise allowed by this Policy.
- Expressly authorized by Federal Agency or Pass-Through
- Inadequate competition

9.6.2. Emergency purchase

a. An emergency purchase is a purchase that is essential to the life, health or convenience to the citizens of Sheridan. Examples of such emergencies may be a breakdown of the electrical system, water supply or critical vehicles.

b. When an emergency condition exists that prevents the use of a competitive procurement method, the City may conduct procurement on an emergency basis. Emergency procurements may be negotiated on a single source or limited competition basis as dictated by the circumstances surrounding the emergency.

c. Emergency purchases are authorized if expressly allowed by Federal Agency or Pass-Through

d. An Emergency purchase may be made when there is inadequate competition.

9.6.2.1 Emergency procurements **do not** include:

a. Procurements that need to be rushed because of a failure to plan ahead
b. End of the fiscal year procurements
c. End of a grant/contract procurement

9.6.2.2 Authority to make Emergency Procurements

a. Approval by the Chief Procurement Officer, or his/her designee, shall be obtained prior to the procurement. In the event an emergency arises after normal working hours, the requesting department shall notify the Chief Procurement Officer as soon as reasonably possible.

b. The emergency procurement shall be limited to the procurement of only the types of items and quantities or time period sufficient to meet the immediate threat and shall not be used to meet long-term requirements.

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9.6.2.3 ○ Documentation

a. ● As soon as practicable, the Department Head shall prepare a written justification, to be approved by the Chief Procurement Officer, that sets forth the justification for the emergency procurement. The justification shall include the following:

- t○ the basis for the emergency procurement including the date the emergency first became known
- ○ a listing of the supplies and/or services procured
- ○ a description of the efforts made to ensure that proposals or offers were received from as many potential vendors as possible under the circumstances
- ○ the basis for the selection of the selected vendor

● Expressly authorized by Federal Agency or Pass Through

● Inadequate competition

Commented [BK1]: Make ouwn as 9.6.2 as a type of non competitivre proposal

10. ORIGINAL CONTRACT DOCUMENTS AND MAINTENANCE AGREEMENTS 14. RECEIVING OF SUPPLIES AND EQUIPMENT

All original documents and agreements, bid packages, bids, actions by the Governing Body shall be maintained by City staff in accordance with the City's adopted document retention schedule, state statute and as directed by the City Administrator.

11. RECEIVING OF SUPPLIES AND EQUIPMENT

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

12. METHOD OF PAYMENT

Unless otherwise required by this policy, the method and means of payment for purchases shall be in accordance with the procedures established by the City Administrator.

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

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

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

14.5. If damage or defects are discovered, the magnitude of the damage or defects shall be considered, and the vendor shall be contacted. Arrangements shall be made for the

return and/or replacement of the supplies or equipment. Any credit memos received for the returned supplies or equipment shall be submitted to the Treasurer's office.

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

15. PURCHASING CARD

15.1. General Instructions

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

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

15.2. Cardholder Eligibility

- In order to receive a purchasing card, a cardholder must:
  - Be a current full time or regular part time City of Sheridan employee
  - Receive the approval of their Department Head and the Treasurer

~~○ Attend a training session before receiving their purchasing card~~
~~○ Sign a Cardholder Agreement (CCA-1)~~

~~15.3. Limitations and Restrictions~~

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

~~15.4. Unauthorized Purchases~~

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

~~15.5. Lost or Stolen Cards~~

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

13~~16~~. GOVERNING BODY PROCEDURES:

13~~16~~.1 Changes, Alterations and Waivers

a.~~●~~ By majority vote of the Governing Body, any requirement or provisions of this Policy, except for requirements set forth by Wyoming State Statute or Federal Law, may be changed, altered or waived. Any waiver of any requirement or provision for any specific purchase shall not waive the Policy requirement or provision for future purchases unless specifically stated by the Governing Body.

b.~~●~~ This Policy shall be updated as is needed by the ~~Treasurer~~ City Administrator to reflect and ensure compliance with state and federal law. Any update required by federal or state law shall not require the Governing Body's approval to be effective. Any other update or amendment which is recommended by the ~~Treasurer or other City Official~~City Administrator must be approved by a majority vote of the Governing Body.

13~~16~~.2 Enforceability

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

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Appendix A
Types of Procurement

	Micro-Purchase	Small Purchase	Non-Competitive Proposals	Competitive Bids	Competitive Proposals
Limit	<= $10,000	>$10,000 - $75,000	No limit	No limit	> $75,000
Purchase Type	• Supplies • Equipment • Services	• Supplies • Equipment • Services	• Under Micro Purchase Threshold • Single Source (i.e. Proprietary) • Emergency • Authorized by Federal Agency • If, after attempting bids/RPFs, competition is inadequate	• Purchase or lease of new automobiles and trucks	• Public Improvement Contracts • Construction Manager • CMR • Design/Builder • Contracts for professional services • Maintenance • Supplies • Equipment
Competition	None	At least 3 quotes	None	Sealed bids	RFP/RFQ/Bid
Legal Reference	2 CFR 200.320	2 CFR 200.320	2 CFR 200.320	W.S. § 15-1-113	W.S. § 15-1-113 2 CFR 200.320

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Requisition 1st Approval	Department Supervisor	Department Supervisor	Department Supervisor	Selection Committee	D Selection Committee
Requisition 2nd Approval	None	Department Head	Department Head	None	None
Authorized/ Awarded By	N/A	CA* when less than 2 quotes None	CA	CA then Governing Body	CA then Governing Body

~~Types of Procurement~~

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

DRAFT

~~Final Approval~~		~~None~~	~~Chief Procurement Officer~~	~~Governing Body~~	~~Governing Body~~	

Attachment A

RESOLUTION 29 -11

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

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

and

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

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

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

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

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

CITY OF SHERIDAN

John Bigelow, Council President

DRAFT

Scott Badley, City Clerk

Attachment B

CITY OF SHERIDAN

Resolution 23-17

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

WITNESSETH

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

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

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

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

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

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

City of Sheridan

Roger Miller, Mayor

DRAFT

Jim Harmon
Finance and Administrative Services Director

DRAFT

17

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 Ordinance 2265 Regarding Emergency Operations Funding - City Attorney Brendon Kerns
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	
Date:	

Recommendation:

Please see attached memo

Attachments

Memo

Ordinance

TARVER, KERNS & BUNTING, LLP
200 WEST LOUCKS STREET
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Sheryl S. Bunting
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Sheridan, WY 82801
(307) 655-8600 | (307) 674-5000 fax
*LICENSED IN WY & MT

MEMORANDUM

Date: **March 23, 2023**
To: **Mayor and Council**
RE: **Emergency Powers and Response Ordinance 2265**

Mayor and Council,

City Ordinance 2-68 through 2-71 allows for an Emergency Proclamation to be issued by the Mayor **only** for mob action or civil disobedience. Limiting an emergency response only to riots prevents an emergency response that may be necessary to mitigate substantial harm to the loss of life and property.

Ordinance 2265 will replace the current ordinance and provide for the following:

(1) The Mayor may issue an emergency proclamation if an immediate response is required to mitigate significant harm to people, property or government facilities. Epidemics or pandemics are not eligible events.

(a) The City Administrator may the steps necessary to mitigate the emergency provided that the actions are allowed by the Proclamation and he/she reports his/her actions to the Mayor.

(2) The Mayor must call a meeting within 48 hours of the issuance of the proclamation.

(a) The Governing Body must determine if an emergency exist and what actions should be taken.

(3) When the proclamation expires, the City Administrator must give a presentation at a public meeting reporting the actions taken to mitigate the emergency.

(4) Any person who refuses to comply or interferes with City personnel acting in accordance with the Proclamation may be cited into municipal court.

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

TARVER, KERNS & BUNTING, LLP

Brendon E. Kerns

CITY OF SHERIDAN
ORDINANCE 2265

AN ORDINANCE CONCERNING SHERIDAN MUNICIPAL CODE, CHAPTER 2 ARTICLE IV; EMERGENCY PROCLAMATION

WHEREAS, City of Sheridan Ordinance 2-68 allows for a Mayor to declare an emergency in the event of civil disobedience; and

WHEREAS, the City does not have an ordinance which allows for an emergency to be declared for natural disasters or other event in which emergency funding may be required; and

WHERAS, the City of Sheridan Governing Body finds it necessary to establish and clarify the conditions in which an Emergency Proclamation may be issued.

BE IT ORDAINED BY THE CITY OF SHERIDAN GOVERNING BODY:

Chapter 2 Article IV shall be repealed and restated as follows:

2-68 Proclamation by Mayor

(a) Authority to Issue Proclamation. The Mayor, or in the event of his/her inability, the Mayor Pro Tem, may determine an emergency exists and issue an Emergency Proclamation.
   i. An emergency shall not be declared unless an immediate response is required to mitigate significant harm to people, property or government facilities. Epidemics or pandemics are not eligible events for the purpose of this Chapter.

(b) Date of Effectiveness. The Proclamation shall be effective immediately upon its issuance. The Proclamation shall be disseminated to the public and local news media immediately.

(c) Required Governing Body Action. The Mayor shall call an emergency meeting of the Governing Body as soon as reasonably possible and no later than 48 hours after the issuance of the Mayor's Emergency Proclamation. The City Governing Body shall review the basis for the Emergency Proclamation and determine whether an emergency exists. If the Governing Body affirms the need for an Emergency Proclamation, it shall do so by resolution.

   i. The Governing Body Emergency Proclamation shall set forth the duties and authorities of the City Administrator and set forth any other requirements and responses the Governing Body deems necessary.

   ii. The Emergency Proclamation shall terminate if not certified by the City Governing Body within 48 hours of its issuance. If the Emergency Proclamation is affirmed by the City Governing Body, the Proclamation shall be effective until such time as determined by the City Governing Body.

   iii. If the Governing Body votes to deny or revoke the Mayor's Emergency Proclamation, the Mayor shall not issue an additional Emergency Proclamation for the originating event without approval of the Governing Body.

(d) Proclamation Revocation. The Mayor issued Emergency Proclamation may be revoked by the Mayor at any time. The Governing Body may revoke an Emergency Proclamation at any time.

2-69 Effect of Emergency Proclamation

(a) Upon an Emergency Proclamation being made by the Mayor, the City Administrator may take actions reasonably related to the mitigation of the emergency which may include:
   i. Take actions in accordance with the Sheridan County Emergency Operations Plan;
   ii. Appoint a Director of Emergency Services from City staff;
   iii. Employ people, enter into contracts, purchase materials and expend the funds necessary to respond to the emergency, provided that the expenditure is reasonably related to and necessary to respond to the emergency;
   iv. Suspend any permits or licenses issued by the City;
   v. Close or restrict access to or use of City facilities, streets, alleys, and infrastructure;
   vi. Take other actions conferred by Federal, State or City Ordinance.

(b) The City Administrator expenditure of funds shall not exceed the fiscal year's budgeted general fund. The Governing Body, per W.S. § 16-4-114, may authorize the use of City reserve funds if an emergency has been determined to exist.

2-70 Reports and Termination

(a) Reports to the Mayor. The City Administrator shall report to the Mayor on a regular basis, or as required by the Mayor Emergency Proclamation, all actions taken in response to the emergency, money expended, changes to the emergency situation, and any other relevant information.

(b) Report upon Termination. Upon the termination of the Emergency Proclamation, the City Administrator shall present and report to the Governing Body at a regularly scheduled meeting as soon as reasonably necessary the causation of the emergency, actions take to mitigate the emergency and the expenditures made.

2-71 Penalty and Enforcement; Interference with an Emergency Proclamation

(a) Any person who refuses to comply or interferes with any City personnel performing their duties in accordance with the Emergency Proclamation shall be guilty of a misdemeanor and punished by a fine of up to $750.00 and six (6) months in jail.

Chapter 9 Article 1, titled 9-1 General penalty; continuing violations.

(b) *Jailable offenses.* Upon the conviction of any of the following violations, in addition to the penalties set forth in section 9-1(a), the offender shall be punished by imprisonment for a term not exceeding six months:

Alcohol Consumption/Possession Prohibition	§ 4-4.1(e)
Contempt of Court	Wyo. Rule Crim. Proc. Rule 42(a)(2)(C)
Flee or Attempt to Elude	§ 16-6 adopting W.S. § 31-5-225(a)
Disorderly Conduct—Resist or Obstruct	§ 19-2(d)(7)
Endangering the Welfare Interference with an Emergency Proclamation	§ 4-7(a) § 2-71

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2022.

City of Sheridan

_____
Richard Bridger, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

FIRST READING: _____
SECOND READING: _____
THIRD READING: _____

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 Ordinance 2264 Water Rights Petition Authorization - City Attorney Brendon Kerns
From: Brendon Kerns, City Attorney
To: Mayor and Council
CC:
Date:

Recommendation:

Please see attached memo and Ordinance.

Attachments

Memo
Ordinance

TARVER, KERNS & BUNTING, LLP
200 WEST LOUCKS STREET
SHERIDAN, WY 82801

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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: **March 23, 2023**
To: **Mayor and Council**
RE: **Water Right Petition Authorization – Ord. 2264**

Mayor and Council,

In your packet is Ordinance 2264, which will amend Appendix B, Article 510 of City code. Article 510 was adopted as a result of a statutory change which required all proposed subdivisions to adjudicate the water rights located in the new development. When a subdivision outside the City's limits is proposed, the same standard applies. When a developer wants to change how it uses its water, it can have an effect on other water rights users. Those other water rights users are requested to consent to the proposed planned use. If the other users will not consent, the matter is sent to the State Board of Control for a hearing.

The City occasionally receives requests to consent to a water right change located outside the City's limits. The ordinance does not provide any guidance as to who is authorized to consent to the change in use. The proposed Ordinance 2264 would allow the City Administrator designee, which will be the City Utilities Director, to approve petitions to adjudicate water rights, provided that such changes do not harm the viability of a City water right. If an adjudication would harm a City water right, then the petition would be forwarded to the Governing Body for a decision.

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

TARVER, KERNS & BUNTING, LLP

Brendon E. Kerns

ORDINANCE NO.
2264

AN ORDINANCE AMENDING CITY OF SHERIDAN ORDINANCE APPENDIX B ARTICLE 510, WATER RIGHTS.

WHEREAS, Wyoming Statute 15-1-415 and 18-5-306 requires property owners to identify and adjudicate water rights when property is subdivided; and

WHEREAS, the City is requested by subdividers to consent to water right adjudication petitions; and

WHEREAS, City ordinance does not designate the approval mechanism for consent to water right adjudication petitions.

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

Appendix B Article 510 shall be amended to read as follows:

(E) Authorized Agent. Unless otherwise prescribed by statute, the City Administrator or designee may consent to all water right adjudication petitions provided that such consent does not reduce the usability or viability of any water right owned by the City.

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 Municipal Judge Contract Renewals - City Attorney Brendon Kerns
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	
Date:	

Recommendation:

See attached memo.

Attachments

Memo

TARVER, KERNS & BUNTING, LLP
200 WEST LOUCKS STREET
SHERIDAN, WY 82801

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*LICENSED IN WY & MT

MEMORANDUM

Date: **March 23, 2023**
To: **Mayor and Council**
RE: **Judge Contracts**

Mayor and Council,

Charter Ordinance 2202 authorizes the Mayor to appoint the City Municipal Judges. The contract governing their appointment is to be approved by Council.

Judge Thomas Klepperich has been the primary judge since 2016. The Mayor is reappointing Judge Klepperich. The term of the appointment is for two years, beginning July 1, 2023. The hourly rate will increase from $200 to $250 per hour. This is the first increase in the hourly rate since at least 2016.

Judge Kevin Kessner has been the reserve judge since 2016. The Mayor is reappointing Judge Kessner. The term of the appointment is for two years beginning July 1, 2023. The hourly rates will increase from $200 to $250 per hour. This is the first increase in the hourly rate since at least 2016.

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

TARVER, KERNS & BUNTING, LLP

Brendon E. Kerns

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:	Two-Year Contract with Municipal Court Judge Klepperich
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	
Date:	

Recommendation:

See attached draft contract

Attachments

Contract

PROFESSIONAL SERVICES APPOINTMENT
CITY OF SHERIDAN MUNICIPAL COURT JUDGE

This Appointment is made by the City of Sheridan (hereinafter the "City") and accepted by Thomas J. Klepperich (hereinafter referred to as the "Municipal Judge"), who, for mutual considerations, the parties agree as follows:

1. SERVICES The Municipal Judge shall provide all of the professional legal services required of the Judge of the Municipal Court of the City of Sheridan. The Services will be provided on a Part-Time only basis, without a fixed or definite schedule at the time of this agreement. The Services required of the Municipal Judge will change from time to time as the City of Sheridan's Municipal Court System is revised and improved. The Services actually required hereunder is subject to the mutual agreement of the Municipal Judge and the Mayor or his designee, from time to time, but not less frequently than monthly. The Municipal Judge and the City Administration and staff shall meet on a regular basis to evaluate the effectiveness and efficiency of the Municipal Court system and the Services required of the Municipal Court Judge.

Nothing in the Contract will be deemed to prohibit the Municipal Judge from performing other private legal services.

2. JUDGE Thomas J. Klepperich has been appointed and designated as the primary provider of the Services required as the Municipal Judge. It is anticipated that a separate appointment for a back-up Municipal Judge shall be made in the event Thomas J. Klepperich is unavailable, who shall then provide such services at the direction of the Municipal Judge and the City.

Except as specifically provided herein, the duties and responsibilities of the Municipal Judge shall primarily be those set forth in *Wyo. Stat.* §§ 5-6-101, *et seq., Wyo. Stat.* §§ 5-6-201, *et seq.,* and the Sheridan Municipal Code.

3. TERM; APPOINTMENT The initial term of this Appointment shall be two year, commencing with the effective date of July 1, 2023 (unless otherwise mutually agreed by the parties to commence earlier) and ending on the two year anniversary date thereafter, unless sooner terminated by the parties. The Municipal Judge is appointed by the Mayor of the City of Sheridan, with the consent of the Sheridan City Council, and such appointment is subject to termination or re-appointment at-will. The City intends to

review the adequacy and efficiency of the Services provided, and to review associated costs, no less frequently than annually.

4. COMPENSATION The Municipal Judge agrees to accept, and the City agrees to pay $250.00 per hour as compensation for the Services provided hereunder. The Municipal Judge shall invoice the City for all time spent providing the Services at the end of each calendar month during the term of this Agreement. The City will pay such invoice within 45 days, subject to the City's voucher procedures. Expenses incurred by the Municipal Judge during their performance of Services shall be reimbursed at the rate of $.10 per copy, mileage at the federal rate of travel outside of Sheridan, and at straight cost for all other expenses advanced by the Municipal Judge for any particular case.

The City shall also provide for the Municipal Judge's use during the term of this Appointment, the following supplies and equipment used in the performance of the Municipal Judge's Services: paper, postage, photocopying, judicial robes, current copies of the City Ordinances, State Statutes and Wyoming Rule of Criminal Procedure, all for use at the courtroom, a furnished private office and courtroom to perform the Services, a computer with internet access, a printer, and a phone.

5. RELATIONSHIP BETWEEN PARTIES The Municipal Judge shall perform the Services as an appointee of the City, and nothing herein contained shall be construed to be inconsistent with this relationship or status. The City shall not make any withholdings as compensation is paid to the Municipal Judge. The Municipal Judge agrees to pay all employment taxes, insurance, and other expenses as should arise in the day to day fulfillment of the Appointment, as would be consistent with a non-employment relationship. The relationship, with the Municipal Judge is nonexclusive - Municipal Judge may perform other jobs and duties for other clients as Municipal Judge shall, in their discretion, deem appropriate; however, the Municipal Judge shall not represent any client in an action adverse to the City.

6. ACCOUNTING; MUNICIPAL COURT CLERK The Municipal Judge shall not be required to supervise the accounting of the funds of the Municipal Court. The City shall employ a Municipal Court Clerk who shall account for all funds of the Municipal Court.

7. SOVEREIGN IMMUNITY; INSURANCE To the maximum extent permitted by law, the Municipal Judge shall share in the sovereign immunity provided to the City of Sheridan for all of the Services provided by the Municipal Judge pursuant to this Agreement. Likewise, to the maximum extent permitted by the City of Sheridan's insurance coverage, the Municipal Judge shall share in the insurance coverage provided

to the City of Sheridan for all of the Services provided by the Municipal Judge pursuant to this Agreement in accord with the insurance provider's confirmation of coverage, attached hereto and incorporated herein.

IN WITNESS WHEREOF, this Agreement is executed the_____day of_____of 2023.

City of Sheridan:

_____
Mayor Richard Bridger

Appointee:

_____
Thomas J. Klepperich

Attest:

_____
City Clerk

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:	Two-Year Contract with Alternate Municipal Judge Kessner
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	
Date:	

Recommendation:

See attached draft contract.

Attachments

Contract

PROFESSIONAL SERVICES APPOINTMENT

CITY OF SHERIDAN ALTERNATE MUNICIPAL COURT JUDGE

This Appointment is made by the City of Sheridan (hereinafter the "City") and accepted by Kevin Kessner (hereinafter referred to as the "Alternate Municipal Judge"), who, for mutual considerations, the parties agree as follows:

1. SERVICES The Alternate Municipal Judge shall provide professional legal services required of the Municipal Court of the City of Sheridan. The services will be provided on a Part-Time only basis, without a fixed or definite schedule at the time of this agreement. The Services required of the Alternate Municipal Judge will change from time to time as the City of Sheridan's Municipal Court System is revised and improved. The services actually required hereunder are subject to the mutual agreement of the Alternate Municipal Judge and the Mayor or his designee, from time to time. In addition, the Alternate Municipal Judge serves only when the designated Municipal Judge is unable to serve and requests Mr. Kessner to serve in his place. The City will ensure that the Municipal Court Clerk or Municipal Judge will provide timely notification to Mr. Kessner when his services are needed under this Appointment.

Nothing in the Contract will be deemed to prohibit the Alternate Municipal Judge from performing other private legal services.

2. JUDGE Kevin Kessner has been appointed and designated as a provider of the Services required as the Alternate Municipal Judge on an as needed basis in such an event that the designated Municipal Judge is unavailable, who shall then provide such services at the direction of the Municipal Judge and the City. The Municipal Court Clerk and Municipal Judge will keep the Alternate Municipal Judge apprised of any changes in policies and/or procedures administered by the Municipal Judge, including policies concerning imposition of bond, issuing Orders to Show Cause and Bench Warrants, conducting Arraignments and/or Initial Appearances, Bench Trials and Sentencing Defendants, when applicable. For example, if the Municipal Judge changes his policies concerning the imposition and payment of fines, the City will ensure that the Municipal Court Clerk or Municipal Judge informs the Alternate Municipal Judge of those changes so that the Alternate Municipal Judge can implement similar policies to ensure uniform treatment of Defendants in Municipal Court.

Except as specifically provided herein, the duties and responsibilities of the Alternate Municipal Judge shall primarily be those set forth in *Wyo. Stat.* §§ 5-6-101, *et seq., Wyo. Stat.* §§ 5-6-201, *et seq.,* and the Sheridan Municipal Code.

3. TERM; APPOINTMENT The initial term of this Appointment shall be two year, commencing with the effective date of July 1, 2023 (unless otherwise mutually agreed by the parties to commence earlier) and ending on the two year anniversary date thereafter, unless sooner terminated by the parties. The Alternate Municipal Judge was appointed by the Mayor of the City of Sheridan, with the consent of the Sheridan City Council, and such appointment is subject to termination by the Mayor for incompetency or neglect of duty. The City intends to review the adequacy and efficiency of the Services provided, and to review associated costs, no less frequently than annually. If a new or extension Agreement has not been executed prior to expiration of the term, and the parties nonetheless continue the relationship after the term, then this Agreement shall be automatically extended on a month-to-month basis until a new Agreement is executed, or this Agreement is expressly terminated.

4. COMPENSATION The Alternate Municipal Judge agrees to accept, and the City agrees to pay $250.00 per hour as compensation for the Services provided hereunder. The Alternate Municipal Judge shall invoice the City for all time spent providing the Services at the end of each calendar month during the term of this Agreement. The City will pay such invoice within 45 days, subject to the City's voucher procedures. Expenses incurred by the Alternate Municipal Judge during their performance of Services shall be reimbursed at the rate of $.10 per copy, mileage at the federal rate of travel outside of Sheridan, and at straight cost for all other expenses advanced by the Alternate Municipal Judge for any particular case.

The City shall also provide for the Alternate Municipal Judge's use during the term of this Appointment, the following supplies and equipment used in the performance of the Alternate Municipal Judge's Services: paper, postage, photocopying, judicial robes, current copies of the City Ordinances, Blue Bond Schedule Book, State Statutes and Wyoming Rule of Criminal Procedure, all for use at the courtroom, a furnished private office and courtroom to perform the Services, a computer with internet access, a printer, and a phone.

5. RELATIONSHIP BETWEEN PARTIES The Alternate Municipal Judge shall perform the Services as an appointee of the City, and nothing herein contained shall be construed to be inconsistent with this relationship or status. The City shall not make any withholdings as compensation is paid to the Alternate Municipal Judge. The Alternate Municipal Judge agrees to pay all employment taxes, insurance, and other expenses as

should arise in the day to day fulfillment of the Appointment, as would be consistent with a non-employment relationship. The relationship, with the Alternate Municipal Judge is nonexclusive - Alternate Municipal Judge may perform other jobs and duties for other clients as Alternate Municipal Judge shall, in his discretion, deem appropriate; however, the Alternate Municipal Judge shall not represent any client in a civil action filed in Circuit Court, District Court or Federal Court adverse to the City.

6. ACCOUNTING; MUNICIPAL COURT MANAGER The Alternate Municipal Judge shall not be required to supervise the accounting of the funds of the Municipal Court. The City shall employ a Municipal Court Manager who shall supervise the Municipal Court Clerk(s), including the duties of hiring and firing of the Municipal Court Clerk(s), and shall supervise and account for all funds of the Municipal Court.

7. SOVEREIGN IMMUNITY; INSURANCE To the maximum extent permitted by law, the Alternate Municipal Judge shall share in the sovereign immunity provided to the City of Sheridan for all of the Services provided by the Alternate Municipal Judge pursuant to this Agreement. Likewise, to the maximum extent permitted by the City of Sheridan's insurance coverage, the Alternate Municipal Judge shall share in the insurance coverage provided to the City of Sheridan for all of the Services provided by the Alternate Municipal Judge pursuant to this Agreement in accord with the insurance provider's confirmation of coverage, attached hereto and incorporated herein.

IN WITNESS WHEREOF, this Agreement is executed the_____day of_____of 2023.

City of Sheridan:

_____
Mayor Richard Bridger

Appointee:

_____
Kevin Kessner

Attest:

_____
City Clerk

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 Opioid Settlement Agreement with Sheridan County - City Attorney Brendon Kerns
From: Brendon Kerns, City Attorney
To: Mayor and Council
CC:
Date:

Recommendation:

Please see attached memo and agreement.

Attachments

Memo
agreement

TARVER, KERNS & BUNTING, LLP
200 WEST LOUCKS STREET
SHERIDAN, WY 82801

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Sheridan, WY 82801
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*LICENSED IN WY & MT

MEMORANDUM

Date: **March 23, 2023**
To: **Mayor and Council**
RE: **Opioid Settlement Part 2**

Mayor and Council,

The State of Wyoming is party to litigation regarding the sale and distribution of opioids. There are eight (8) additional settlements which are to be paid out over the next fifteen (15) years. In order for the State to be eligible to be a party to the settlements, two thirds of the counties and eligible cities must approve an MOU authorizing the settlement. The MOU must be approved no later than April 18, 2023.

The Wyoming Attorney General's Office is drafting the MOU which will need to be approved by the City. As of March 22, the MOU has not been completed. Consequently, the Governing Body may be asked to approve the MOU without having a work study to discuss its terms.

After the MOU is executed, the City and County hope to enter into an agreement allowing the settlement funds to be utilized by the County programs already in effect. The City does not have an opioid mitigation program and it would not be conducive to duplicate the County's program.

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

TARVER, KERNS & BUNTING, LLP

Brendon E. Kerns