



**AGENDA
CITY OF SHERIDAN
APRIL 3, 2023
REGULAR COUNCIL MEETING START 7:00 P.M.**

1. Call to Order
2. Pledge of Allegiance
3. Invocation to be given by Phil Wold, Trinity Lutheran Church
4. Roll Call of Members
5. Consideration of Agenda
6. Community Update
 - A. Proclamation Recognizing Public Safety Telecommunicators - Police Chief Travis Koltiska
 - B. National Animal Control Officers Week - Police Chief Travis Koltiska
7. Comments from the Public
8. Public Hearings
 - A. Public Hearing for Ordinance 2265 Regarding Emergency Operations Funding - City Attorney Brendon Kerns
 - i. Consideration of Ordinance 2265 Regarding Emergency Operations Funding
 - B. Public Hearing for Ordinance 2264 Water Rights Petition Authorization - City Attorney Brendon Kerns
 - i. Consideration of Ordinance 2264, Water Rights Petition Authorization
9. Consent Agenda
 - A. Alternate Municipal Judge Contract with Kevin Kessner
 - B. Municipal Judge Contract with Thomas Klepperich

- C. Award to O'Dell Construction, Inc. for the Fire Station Renovation Project in the Amount of \$182,520.00.
- D. Appointment of Karen Schumacher to the Sheridan County Travel & Tourism Joint Powers Board for a term of three years beginning April 5, 2023.
- E. Minutes of Regular Council Meeting March 20, 2023
- F. Claims
- 10. Staff Update
 - A. Street Infrastructure Update - Public Works Director Hanns Mercer

OLD BUSINESS

- 11. Consideration of Second Reading for PL-23-3, Ordinance 2260, DoubleDay Annexation - Public Works Director Hanns Mercer
- 12. Consideration of Second Reading for PL-23-5, Ordinance 2262, Annex 2.71 Acres of Airport Road Right of Way - Public Works Director Hanns Mercer

NEW BUSINESS

- 13. Consideration of Resolution 16-23, Annex 14,308 sq ft of Holloway Ave. Right of Way - Public Works Director Hanns Mercer
- 14. Consideration of First Reading for PL-23-4, Ordinance 2261, Annex 14,308 sq ft of Holloway Ave. Right of Way - Public Works Director Hanns Mercer
- 15. Consideration of Opioid Settlement Agreement - City Attorney Brendon Kerns
- 16. Council Comments and Requests for Future Agenda Items
- 17. Adjournment



CITY OF SHERIDAN, WYOMING

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

Executive

MEMORANDUM

Project Name: Proclamation Recognizing Public Safety Telecommunicators - Police Chief Travis Koltiska

From:

To: Mayor and Council

CC:

Date:

Attachments

Telecommunicators Proclamation

PROCLAMATION RECOGNIZING PUBLIC SAFETY TELECOMMUNICATORS

April 9-15, 2023

WHEREAS, professional telecommunicators perform a critical function when an emergency occurs requiring law enforcement, fire, or ambulance as well as those related to forestry, highway safety and maintenance activities, and

WHEREAS, thousands of dedicated telecommunicators daily serve the citizens of the United States by answering their calls for police, fire, emergency medical services and by dispatching the appropriate assistance as quickly as possible; and

WHEREAS, professional telecommunicators are critical to the City of Sheridan, and the County of Sheridan, emergency response and homeland security services, dispatching law enforcement, firefighters, emergency medical services, and other emergency responders 24 hours a day, seven days a week; and

WHEREAS, professional telecommunicators are not visible as the men and women who arrive on the scene of emergencies, but provide the vital link to public safety services as part of the first responder team.

NOW, THEREFORE, BE IT RESOLVED, that I, Richard Bridger, Mayor, and the City Council for the City of Sheridan, do hereby recognize and honor our local Public Safety Telecommunicators and the vital contributions they make to the safety and well-being of our citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sheridan Wyoming to be affixed this 3rd day of April, 2023.

Richard Bridger, Mayor
City of Sheridan, Wyoming





CITY OF SHERIDAN, WYOMING

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

Executive

MEMORANDUM

Project Name: National Animal Control Officers Week - Police Chief Travis Koltiska
From: Bev Leichtnam, Governmental Relations Admin. Specialist
To: Mayor and Council
CC: City Administrator Stuart McRae
Date: 04/03/2023

Discussion:

See the attached proclamation for National Animal Control Officers Week.

Attachments

Animal Control Proclamation

PROCLAMATION RECOGNIZING ANIMAL CONTROL OFFICERS

April 9-15, 2023

WHEREAS, the National Animal Care and Control Association annually designates the second full week in April as Animal Control Officer Appreciation Week; and

WHEREAS, during this week of appreciation we recognize the hard-working men and women of Sheridan Police Department Animal Control who devote huge amounts of time and resources while they serve the public like other public safety and law enforcement agencies empowered with the same duties; and

WHEREAS, the City of Sheridan expresses its sincere thanks and recognizes our Animal Control Officers for their dedication and the services they perform for our residents and the animals living in our community, and for fulfilling the Sheridan Police Department's commitment to providing the highest and most efficient level of customer service; and

WHEREAS, our Animal Control personnel go out into the community to protect the welfare of helpless animals and pets that are rescued from injury, disease, abuse, and starvation, and Animal Control Officers provide the essential functions of enforcing Animal Control laws, protecting the public from diseases such as rabies, and educating the public on the proper care of our community's pets; then

NOW, THEREFORE, BE IT RESOLVED, that I, Richard Bridger, Mayor, and the City Council for the City of Sheridan, do hereby recognize and honor our local Animal Control Officers and the vital contributions they make to the safety and well-being of our citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sheridan Wyoming to be affixed this 3rd day of April, 2023.

Richard Bridger, Mayor
City of Sheridan, Wyoming





CITY OF SHERIDAN, WYOMING

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Attorney

MEMORANDUM

Project Name: Public Hearing for Ordinance 2265 Regarding Emergency Operations Funding - City Attorney Brendon Kerns
From: Brendon Kerns, City Attorney
To: Mayor and Council
CC: City Administrator Stuart McRae
Date: 04/03/2023

Discussion:

See the attached memo and Ordinance draft.

Attachments

Emergency Proclamation Ordinance Memo
Emergency Proclamation Ordinance 2265

TARVER, KERNS & BUNTING, LLP

200 WEST LOUCKS STREET
SHERIDAN, WY 82801

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*LICENSED IN WY & MT

MEMORANDUM

Date: March 29, 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

A handwritten signature in blue ink, appearing to read "Brendon Kerns". The signature is fluid and cursive, with the first name "Brendon" being more prominent than the last name "Kerns".

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

WHEREAS, 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	§ 4-7(a)
Interference with an Emergency Proclamation	§ 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
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Attorney

MEMORANDUM

Project Name: Public Hearing for Ordinance 2264 Water Rights Petition Authorization - City Attorney
Brendon Kerns
From: Brendon Kerns, City Attorney
To: Mayor and Council
CC: City Administrator Stuart McRae
Date: 04/03/2023

Discussion:

See the attached memo and Ordinance draft.

Attachments

Water Right Adjudication Approval Ordinance Memo
Water Right Adjudication Approval Ordinance 2264

TARVER, KERNS & BUNTING, LLP

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Sheryl S. Bunting
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Sheridan, WY 82801
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*LICENSED IN WY & MT

MEMORANDUM

Date: March 29, 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: Alternate Municipal Judge Contract with Kevin Kessner
From: Brendon Kerns, City Attorney
To: Mayor and Council
CC: City Administrator Stuart McRae
Date: 04/03/2023

Discussion:

See the attached memo and contract for Alternate Municipal Judge services with Kevin Kessner.

Attachments

Judge Contract Memo
Professional Service Agreement with Alternate Judge Kevin Kessner

TARVER, KERNS & BUNTING, LLP

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*LICENSED IN WY & MT

MEMORANDUM

Date: March 29, 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

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:

Appointee:

Mayor Richard Bridger

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: Municipal Judge Contract with Thomas Klepperich
From: Brendon Kerns, City Attorney
To: Mayor and Council
CC: City Administrator Stuart McRae
Date: 04/03/2023

Discussion:

See the attached memo and contract for Municipal Judge services with Thomas Klepperich.

Attachments

Judge Contract Memo
Professional Service Agreement with Judge Thomas Klepperich

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MEMORANDUM

Date: March 29, 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

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:

Appointee:

Mayor Richard Bridger

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

Public Works

MEMORANDUM

Project Name: Award to O'Dell Construction, Inc. for the Fire Station Renovation Project in the Amount of \$182,520.00.
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. Previously, in 2001 a major renovation was done that doubled the footprint of the building, adding the south bays and the administration office. The increase the second story footprint approximately 25%, adding to the dormroom, dayroom, and kitchen. Flooring was also replaced on the second story at this time. In February of 2020 a vehicle exhaust system was installed. This contributed to the beginning of updates to create a more modern station, also aligning with increased safety features.

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 contaminants 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.

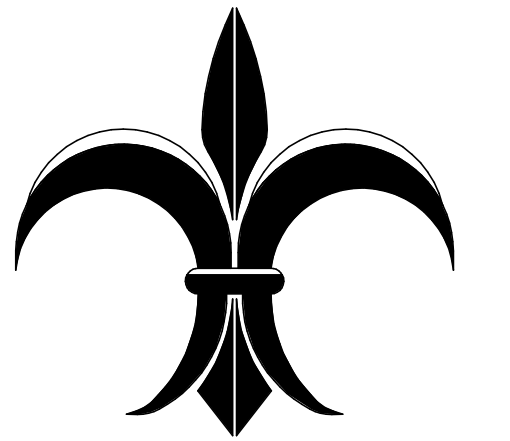
Attachments

Exhibit

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

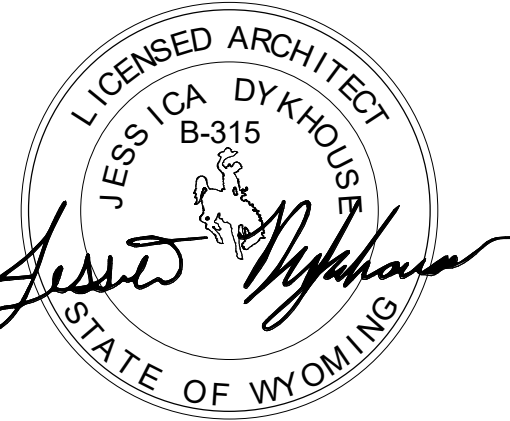


1 First Level - Overview
Scale: 1/8" = 1'-0"



FDL
CONSULTING, LLC.

237 North Main St., Ste. 290
Sheridan, Wyoming 82801 | 307.675.6225
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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



CITY OF SHERIDAN, WYOMING

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

Executive

MEMORANDUM

Project Name: Appointment of Karen Schumacher to the Sheridan County Travel & Tourism Joint Powers Board for a term of three years beginning April 5, 2023.
From: Bev Leichtnam, Governmental Relations Admin. Specialist
To: Mayor and Council
CC: City Administrator Stuart McRae
Date: 04/03/2023

Discussion:

See the attached memo regarding the appointment of Karen Schumacher to the SCTTJPB.

Attachments

Schumacher Memo



MEMORANDUM

DATE: March 28, 2023
FROM: Mayor Richard Bridger
TO: City Council
RE: Appointment of Karen Schumacher to the Sheridan County Travel & Tourism Joint Powers Board

Fellow Council Members:

I hereby recommend the appointment of Karen Schumacher to the Sheridan County Travel & Tourism Joint Powers Board for a 3-year term beginning April 4, 2023. Please refer to the attached letter for her qualifications.

Thursday, March 23, 2023



Mayor Richard Bridger
City of Sheridan – City Hall
55 Grinnell Plaza
Sheridan, WY 82801

RE: SHERIDAN COUNTY TRAVEL & TOURISM Board vacancy

I'm contacting you to express my interest in sitting on the Sheridan County Travel & Tourism board. I have 14 years of experience in the tourism industry. I've been in Sheridan for five years. Previously in Cody, I worked in the travel and hospitality sector for six years as Director of Operations for two restaurants and two hotels. Prior to that, I was working on the east coast learning the travel and hospitality industry.

I have held positions on various boards, and I am looking to serve Sheridan's community in more ways. I was very involved at a local level with many civic organizations such as the Cody Chamber of Commerce, Cody Club and was an active Chamber Ambassador for five years. I was involved with Habitat for Humanity as a board member, committee chair, and a volunteer. I spent time in Saint Louis, Missouri doing similar work. I was also an active member of Soroptimist International of Cody, Wyoming for four years.

As a regional Best Western Governor, I am part of the communication link in the field between hotels around the state and at Best Western Headquarters in Phoenix.

I'm currently serving my eighth year as the Chair of the Wyoming Best Western Co-op. The Co-op manages regional marketing and advertising for all Best Western hotels located in Wyoming and surrounding states. My care for the community and dedication to the tourism segment would be instrumental to this board. I can be a great resource, as I am an industry veteran.

Since arriving in Sheridan, a large part of my job has been to network within Sheridan and create true and valuable relationships with local businesses and folks within the community. I am a graduate of the Leadership Sheridan County, (2020-2021). I network at the state, regional and national level building partnerships. I participate in tourism conferences within the state, regionally and nationwide. The Wyoming Governor's Hospitality & Tourism Conference is one of the most beneficial events that I have attended in the past two decades.

Annually, our hospitality group negotiates with several domestic tours, international tour bus companies, regional events, local events, local and regional corporate companies, sports teams, historic hotel groups, cycling groups and family groups. We also deal with 3rd party bookers that bring in FIT travelers, Booking.com, Expedia, Corporate Lodging Consultants, bringing in contracts and negotiating with travel agents and marketing on local, regional, and national levels.

I will take seriously the role as a member of the Sheridan County Travel & Tourism board. I will also enjoy the role and I have been interested in the position for some time. I truly enjoy our industry and will be glad to help promote it on yet another level. Local is what I love!

Respectfully,


Karen Schumacher
C: 307.250.6316
gm@sheridancenter.com

Sunflower Hospitality
612 North Main Street
Sheridan, WY 82801
O: 307.673.1361
Sunflowerhospitality.net



CITY OF SHERIDAN, WYOMING

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

Clerk

MEMORANDUM

Project Name: Minutes of Regular Council Meeting March 20, 2023
From: Candace Ainslie, Assistant Clerk
To: Mayor and Council
CC: City Administrator Stuart McRae
Date: 04/03/2023

Recommendation:

See attached minutes.

Attachments

March 20th Regular City Council Minutes

CITY OF SHERIDAN, WYOMING
MINUTES OF REGULAR COUNCIL MEETING

COUNCIL CHAMBERS

7:00 P.M.

March 20, 2023

1. Mayor Bridger called the meeting to order at 7:00 P.M.
2. Mayor Bridger led the Pledge of Allegiance to the Flag.
3. The invocation was led by Scott Lee of Bethesda Church.
4. The meeting was called to order with a quorum as follows: Mayor Bridger presiding with Councilmembers Greg Luhman, Kristen Jennings, Andrew Patceg, Shawn Day, Steven Brantz, and Councilmember Weitzel. Members of staff attending included City Administrator Stuart McRae, City Clerk Cecilia Good, Police Chief Travis Koltiska, Public Works Director Hanns Mercer, Utilities Director Dan Roberts, and various other City staff.
5. Councilmember Brantz moved, seconded by Councilmember Luhman to approve the agenda as amended. Voice vote: unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye

6. Community Update
 - A. Carla Crayton, Executive Director of the Foster Parent Exchange Program provided an update to City Council.

7. Public Comment
 - A. There were no comments from the public.

8. Public Hearings
 - A. Public Hearing for Resolution #18-23 Regarding FY23 Budget Revision #1. Mayor Richard Bridger opened the public hearing at 7:19 P.M. City Treasurer Karen Burtis updated the Council.

The Public Hearing was closed at 7:22 P.M.
Councilmember Weitzel moved, seconded by Councilmember Brantz, to approve Resolution #18-23, FY23 Budget Revision #1. Voice vote: unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Andrew Patceg	Aye

Greg Luhman	Aye
Terry Weitzel	Aye

B. Public Hearing for the Transfer of Location for Club License #4 Sheridan Aerie #186 FOE to 2004 N Main St. Mayor Bridger opened the Public Hearing at 7:23 P.M. City Clerk Cecilia Good updated the Council.

The Public Hearing was closed at 7:24 P.M.

Councilmember Luhman moved, seconded by Councilmember Day, to approve the transfer of Location for Club License #4 Sheridan Aerie #186 FOE to 2004 N Main St. Voice vote: unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye

C. Public Hearing for PL-23-3, Ordinance 2260 and Resolution 15-23, DoubleDay Annexation. Mayor Bridger opened the public hearing at 7:25 P.M. Community Development Director Wade Sanner updated the Council. Maggie Wisneski asked if there would be a use for the property – the Mayor stated that it would be used for DoubleDay Park.

The Public Hearing was closed at 7:30 P.M.

- i. Councilmember Weitzel moved, seconded by Councilmember Brantz, to approve PL-23-3, Resolution 15-23, DoubleDay Annexation. Voice vote: unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye

- ii. Councilmember Weitzel moved, seconded by Councilmember Brantz, to approve PL-23-3, Ordinance 2260; Roll call vote: unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye

Terry Weitzel	Aye
---------------	-----

D. Public Hearing for PL-23-4, Ordinance 2261 and Resolution 16-23. Mayor Bridger opened the public hearing at 7:32 P.M. Community Development Director Wade Sanner updated the Council.

Dave Randall explained the reasons why the annexation of this section did not get completed.

The Public Hearing was closed at 7:37 P.M.

- i. Councilmember Weitzel moved, seconded by Councilmember Luhman, to table Resolution 16-23 and Ordinance 2261, Holloway Annexation to the April 3rd City Council meeting; voice vote: unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye

E. Public Hearing for PL-23-5, Ordinance 2262 and Resolution 17-23, Annex 2.71 of Airport Right of Way. Mayor Bridger opened the public hearing at 7:38 P.M. Community Development Director Wade Sanner updated the Council.

The Public Hearing was closed at 7:40 P.M.

- i. Councilmember Day moved, seconded by Councilmember Brantz, to approve Resolution 17-23, Annex 2.71 of Airport Right of Way, voice vote: unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye

- ii. Councilmember Day moved, seconded by Councilmember Weitzel, to approve PL-23-5, Annex 2.71 of Airport Right of Way Ordinance 2262; Roll call vote: unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye

Terry Weitzel	Aye
---------------	-----

F. Public Hearing for Resolution 12-23, Certifying Compliance with WS 15-1-402 for the Annexation of 246.20 Acres located at 2423 E. 5th Street. Mayor Bridger opened the public hearing at 7:42 P.M. Community Development Director Wade Sanner updated the Council.

The Public Hearing was closed at 7:47 P.M.

- i. Councilmember Weitzel moved, seconded by Councilmember Brantz, to approve Resolution 12-23, Certifying Compliance with WS 15-1-402 for the Annexation of 246.20 Acres located at 2423 E. 5th Street.; voice vote:

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye

9. Consent Agenda

- A. City Administrator Contract – This was removed from the consent agenda
- B. Award to CDG Engineers for the Design and Inspection of the Existing West 5th Street Bridge for an Amount of \$185,858.00
- C. Resolution 13-23 Designating the 2023 Trees for Trash & Community Clean-up Event; and the Free Fall Landfill Day
- D. Minutes of Regular Council Meeting March 6, 2023
- E. Claims

100054 307 Auto Glass LLC windshield 2.31 st 315.00	100404 Arete Design Group Recycle Center Add - Prof 8,234.50
100059 Garland Enterprises Inc ESTIMATE Vendor: A&B Buil 14,069.00	100425 Charles W Bassett Sharp Copier Lease Paymen 157.43
100059 Garland Enterprises Inc Landfill Building - Pay A 9,037.84	100436 Bearcom Upfit for Unit 60F6 17,174.88
100065 Ace Hardware-Newkirk Mics. nuts/screws/bolts e 38.88	100436 Bearcom Upfit for Unit 40F6 17,174.88
100065 Ace Hardware-Newkirk signs plate filler homeli 8.25	100436 Bearcom Upfit for Unit 50F6 17,222.40
100065 Ace Hardware-Newkirk BGWTP Utilidor Supplies 193.51	100573 Big Horn Logistics LLC Safe Rides Feb 2023 734.00
101178 Adler Welding & Fabrication LL Metal Price Sign for Inbo 200.00	100574 Big Horn Sanitation Malcolm Wallop Feb sanita 126.50
101076 AVD Incorporated A Wyoming Cor Pulled Recycling Truck 3- 255.00	100586 Bloedorn Lumber BGWTP Utilidor supplies 106.68
101076 AVD Incorporated A Wyoming Cor Pulled Recycling Truck 3- 300.00	100596 Brian's Boot & Shoe Company Boots for Shannon Bargar 193.45
100372 3G LLC Social Media Management f 1,600.00	100607 Buggy Bath Unlimited LLC Monthly Washing for SWR T 139.21
100378 Amazon Capital Services LED lights for loaders, t 455.72	100611 Burns & Mc Donnell Landfill T678 Closure - P 3,260.00
100378 Amazon Capital Services A-Z file, monitor stand, 19.46	100613 C & K Equipment Sales Inc tractor 4.15 steering rep 1,104.10
100378 Amazon Capital Services A-Z file, monitor stand, 78.48	100613 C & K Equipment Sales Inc camera 3.20 w 501.51
100386 American Maid Cleaning Services for Cit 2,000.00	100625 Carquest Auto Parts Oil Absorber for Solid Wa 41.67
100386 American Maid Landfill Cleaning Service 300.00	100625 Carquest Auto Parts oil, tape and silicone 57.28
100386 American Maid Cleaning Services for Cit 600.00	100625 Carquest Auto Parts Parts for Landfill Equipm 116.20
100386 American Maid Monthly Cleaning Service 300.00	100625 Carquest Auto Parts Parts for Landfill Equipm 124.48
100386 American Maid Monthly Cleaning Service 112.50	100625 Carquest Auto Parts Parts for Landfill Equipm 12.59
100392 American Welding & Gas Inc SHOP BLANKET for AWG 19.40	100625 Carquest Auto Parts FUS 0FHA0002XP MIC2BLD 32 12.96
100392 American Welding & Gas Inc 1/2 ton Puller 250.00	100625 Carquest Auto Parts 551640 fuel water separat 38.14
100398 Apex Communications LLC Apex Communications-5 KNG 567.67	100625 Carquest Auto Parts trim panel for Tony Sosa 3.10
101089 Apex Mechanical LLC Replace elevator breaker 1,215.43	100625 Carquest Auto Parts term qd fi 12-10 set 3.94
100404 Arete Design Group CH Window Replacement - C 143.75	100625 Carquest Auto Parts 12v power out housing 3.2 4.09
100404 Arete Design Group City Hall Windows - CA 1/ 345.00	100625 Carquest Auto Parts spin on lube and spin on 47.94
100404 Arete Design Group City Hall Windows - CA 1/ 465.00	100625 Carquest Auto Parts spin on lube and spin on 44.44
	100625 Carquest Auto Parts spin on lube and spin on 35.68
	100625 Carquest Auto Parts Coupling for E2 pump drai 7.70
	100637 Cedars Health LLC Occupational Health Testi 648.00
	100738 Coca-Cola Bottling Company Hig Pallet of Water for SWR 554.40
	100738 Coca-Cola Bottling Company Hig Pallet of Water for the L 609.00

100745 Communication Technologies Radios and Installation f 2,558.70
100749 Communication Electronics Inc UM alarm monitoring 105.00
100749 Communication Electronics Inc CH Remodel - new door fob 20,881.00
100753 Connie's Glass Inc City Hall service call 120.00
100759 County Trash LLC Biweekly dumpster/ #02402 115.00
100767 Crescent Electric Supply Co TRAFFIC-STREET blanket PO 781.96
100767 Crescent Electric Supply Co Electrical parts for proj 61.19
100782 Dana Kepner Company 2" omni meter 2,078.92
100782 Dana Kepner Company Meters, nodes 3,897.20
100782 Dana Kepner Company Meters, nodes 961.88
100782 Dana Kepner Company Meters, nodes 1,509.76
101167 Delta Wye Inc N. Sheridan Interchange - 7,250.00
101167 Delta Wye Inc Landfill T678 Closure - e 6,505.00
101167 Delta Wye Inc Landfill T678 Closure - e 15,401.00
100888 DOWL LLC Airport Transmission 1/22 9,063.75
100888 DOWL LLC Terra Turner Prof. Servic 20,482.50
100888 DOWL LLC E. 5th St Corridor & Rail 2,060.00
100893 Dustbusters Enterprises Inc 35.74 ice kicker 5,550.42
100893 Dustbusters Enterprises Inc 103.366 tons of ice kicke 11,074.45
100893 Dustbusters Enterprises Inc 103.366 tons of ice kicke 5,015.58
100893 Dustbusters Enterprises Inc SNOW- Blanket for ice ki 9,159.56
101182 E-470 Public Highway Authority Toll fee 12/16/22 #17CIP 6.65
100914 Employ LLC Temp Services Solid Waste 4,713.80
100914 Employ LLC Temp Services for Custome 924.63
100914 Employ LLC Temp Services for Landfil 5,555.55
100918 Engineering Associates 2022 Spec Update - Prof. 10,239.70
100918 Engineering Associates Community Drainage - Grin 3,900.00
100074 Farmers Co-op Oil Co Fuel for Landfill 02/24/2 1,718.04
100074 Farmers Co-op Oil Co Fuel for Landfill 03/03/2 1,999.69
100074 Farmers Co-op Oil Co Oil for Landfill Equipmen 280.38
100074 Farmers Co-op Oil Co Fuel and Oil for Landfill 2,513.66
100074 Farmers Co-op Oil Co rotheha 15w 40 oil - split 1,777.27
100074 Farmers Co-op Oil Co diesel delivery to csc 2. 3,655.40
100074 Farmers Co-op Oil Co 14.07 prem fuel U1 fd 53.45
100074 Farmers Co-op Oil Co 13335 fuel delivery csc 7,766.20
100074 Farmers Co-op Oil Co 13348 fuel delivery 2.28 8,152.47
100074 Farmers Co-op Oil Co hydraulic oil 52M x 32 sp 2,064.51
100074 Farmers Co-op Oil Co 2.14 fuel delivery to the 9,238.06
100074 Farmers Co-op Oil Co fuel delivery 2.17 456.46
100074 Farmers Co-op Oil Co fuel delivery 2.17 359.23
100074 Farmers Co-op Oil Co fuel deliveries 2.17 6,945.30
100074 Farmers Co-op Oil Co Propane service, Diesel F 2,327.25
100074 Farmers Co-op Oil Co Propane service, Diesel F 366.27
100074 Farmers Co-op Oil Co Diesel fuel, additive 440.19
100074 Farmers Co-op Oil Co 3.3 diesel delivery at cs 3,044.76
100074 Farmers Co-op Oil Co 550.2 Gallons of propane 1,347.99
100074 Farmers Co-op Oil Co Oil 159.25
100074 Farmers Co-op Oil Co Gas and Diesel for equipm 333.53
100074 Farmers Co-op Oil Co fuel purchased at Farmers 35.00
100074 Farmers Co-op Oil Co fuel purchased at Farmers 31.00
100076 Fastenal Company uss fw 1 1/2z 16.99
100076 Fastenal Company bolts nuts 3.89
101150 FDL Architecture and Drafting Fire Station Imp - 100% C 9,200.00
100077 Fedex Freight Samples to CH Diagnostic 183.58
101179 Fire Apparatus Service Special 2.5 inch Discharge Gauge 121.05
100045 First Interstate Bank - Master Credit Card purchases for 1,646.12
100045 First Interstate Bank - Master Credit Card statement for 1,519.62
100045 First Interstate Bank - Master Lunch for crew on 20inch 110.60
100045 First Interstate Bank - Master G. Manry Credit Card - Fe 6,417.23
100045 First Interstate Bank - Master Study material for Eddie 60.00
100045 First Interstate Bank - Master Mercer - February CC Char 5,401.92
100045 First Interstate Bank - Master Telephone and Internet 5,337.94
100045 First Interstate Bank - Master VanHoosier CC Feb 2023 1,914.14
100045 First Interstate Bank - Master D. Roberts Credit Card - 1,209.00
100045 First Interstate Bank - Master February CC Charges - Ben 869.37
100045 First Interstate Bank - Master Credit Card Charges for F 765.94
100045 First Interstate Bank - Master FIB-CC Charges February 2 344.33
100045 First Interstate Bank - Master February CC Charges - Dyg 652.63
100045 First Interstate Bank - Master Credit Card Charges for F 548.92
100045 First Interstate Bank - Master credit card charges 469.70

100045 First Interstate Bank - Master Credit Card Charges for F 453.65
100045 First Interstate Bank - Master credit card statement 239.99
100045 First Interstate Bank - Master T. Manolis CC, WTPO-Volum 198.00
100045 First Interstate Bank - Master February 2023 197.59
100045 First Interstate Bank - Master C.Medill CC payment to Fe 193.69
100045 First Interstate Bank - Master app sheet charge for SPAC 191.88
100045 First Interstate Bank - Master February 2023 104.86
100045 First Interstate Bank - Master Telepunch, travel & train 83.54
100045 First Interstate Bank - Master February CC Charges - Kol 79.50
100045 First Interstate Bank - Master software subscriptions 41.68
100045 First Interstate Bank - Master Credit Card Charges for F 26.14
100045 First Interstate Bank - Master Credit Card Charges for F 9.50
100045 First Interstate Bank - Master CC - ISMA training for Si 800.00
100045 First Interstate Bank - Master Feb Credit Card Charges (69.79
100045 First Interstate Bank - Master Feb Credit Card Charges (2,537.95
100087 Fletcher Construction Co City Hall Renovations - F 23,765.00
100114 Garrett & Company Inc Wall enclosure for Washin 702.00
101136 Greenfold Services LLC Janitorial 1,960.00
100137 Greensky Commercial Cleaning Greensky - blanket po for 1,240.00
100225 Hach Company SC1000 Power board 851.16
101176 Marcus Weaver Airport lift sensor insta 4,876.00
100248 Home Depot Credit Services Measuring wheel-AA-9 Volt 101.45
100248 Home Depot Credit Services restroom sign 6.45
100248 Home Depot Credit Services water heater tester and 61.72
100248 Home Depot Credit Services Signs - rectangle tray an 58.79
100248 Home Depot Credit Services SIGNS deckmate III tan - 33.97
100255 Humdinger Equipment LTD Parts for TANA 4-73 2,539.44
101124 IBS Inc hex nuts flat washers nyl 227.13
101124 IBS Inc anti fog safety glasses p 220.99
100270 InfoSend Inc Monthly service/email fee 5,715.67
100270 InfoSend Inc Monthly service/email fee 135.80
100277 Jamesley Enterprises Inc City Hall Renovations - F 1,435.97
100284 International Public Managemen 2023 Entry-Level Firefigh 1,045.00
101158 Falls Dodge Inc New Patrol Vehicle 39,325.00
101023 John Deere Financial #11113081 Straw bales for sledding 27.38
101023 John Deere Financial #11113081 Air Compressor, Hoses and 881.71
101023 John Deere Financial #11113081 Welding Bibs, Shirt, Safe 293.94
101023 John Deere Financial #11113081 Cable Ties, Ring Terminal 61.17
101023 John Deere Financial #11113081 Digital Meter for Chevy 2 162.98
101023 John Deere Financial #11113081 Fuel Hose for 2-34 43.99
101023 John Deere Financial #11113081 strainer w 40 mesh 3/4 16.99
101023 John Deere Financial #11113081 rubber tarp strap working 230.36
101023 John Deere Financial #11113081 lap link znc bcode 7.96
101023 John Deere Financial #11113081 Steel toe boots and pants 59.99
101023 John Deere Financial #11113081 Steel toe boots and pants 209.95
101041 Kerns & Bunting LLC City Attorney services 13,293.75
101041 Kerns & Bunting LLC Prosecuting Attorney Hour 5,861.60
101058 Kois Brothers Equipment Co auger motor 2,729.45
101058 Kois Brothers Equipment Co HL-Vane Pump 2,310.90
101058 Kois Brothers Equipment Co HL-Arm cylinder cushioned 6,842.54
101063 L J Wright Ironworks & Design build snow plow edge 273.85
100454 Local Govt Liability Pool Insurance GL2300011 Deduc 550.00
100469 Marketing Specialties Inc 50 new fuel fobs for fuel 527.79
100477 MC2 Engineering & Construction Landfill Building - Const 4,085.00
100484 McMaster-Carr Supply Co Parts for Pipet rebuild k 21.99
100497 Mike's Electric Inc 2 New Circuits in Scale H 709.88
100501 Modern Electric Co E. 5th St. Rail Crossing 158,735.50
100021 Montana Dakota Utilities Co Electric and Gas bills 17,624.07
100510 Morrison-Maierle Inc N. Sheridan Int. Ph II - 945.00
100645 Motorola Solutions Inc 4RE in car video system 6,290.40
100652 Mullinax Concrete Service & Ir Sand, gravel , soil for c 1,634.24
100657 SPB Inc Jump Box/ Battery charger 199.00
100657 SPB Inc Spark Plug Wire Kit for C 186.41
100657 SPB Inc Ball Joint for Chevy 2-34 62.52
100657 SPB Inc Spark Plug for Chevy 2-34 39.52
100657 SPB Inc SHOP - BLANKET for repair 475.38

100657 SPB Inc	SHOP - BLANKET for repair	16.80	100853 Range	Crime Stoppers	33.86
100657 SPB Inc	SHOP - BLANKET for repair	650.63	100941 Ricoh USA Inc	Copier Charges	453.92
100657 SPB Inc	SHOP - BLANKET for repair	143.08	100979 Saltus Technologies LLC	L-Tron Replacement Cables	211.25
100657 SPB Inc	STREET-SIGN BLANKET for r	19.98	100989 Servall Uniform & Linen Supply	Rug Cleaning	174.39
100657 SPB Inc	STREET-SIGN BLANKET for r	28.98	100989 Servall Uniform & Linen Supply	Bi Weekly Rug Cleaning	
100657 SPB Inc	SHOP - BLANKET for repair	370.92		36.37	
100657 SPB Inc	SHOP - BLANKET for repair	194.38	100989 Servall Uniform & Linen Supply	Bi Weekly Rug Cleaning	
100657 SPB Inc	SHOP - BLANKET for repair	40.68		231.92	
100657 SPB Inc	SHOP - BLANKET for repair	78.91	100989 Servall Uniform & Linen Supply	laundry service mats, mop	
100657 SPB Inc	SHOP - BLANKET for repair	48.67		180.38	
100657 SPB Inc	SHOP - BLANKET for repair	421.38	100989 Servall Uniform & Linen Supply	Bi Weekly Rug Cleaning	
100657 SPB Inc	SHOP - BLANKET for repair	475.38		231.92	
100657 SPB Inc	Spark Plug Wire Kit for C	126.20	100989 Servall Uniform & Linen Supply	Bi Weekly Rug Cleaning	
100657 SPB Inc	Wheel Bearing and Hub for	123.12		36.37	
100657 SPB Inc	Door Hinge Pin for Fuel T	28.32	100989 Servall Uniform & Linen Supply	Bi Weekly Rug Cleaning	
100657 SPB Inc	SHOP - BLANKET for repair	10.67		231.92	
100657 SPB Inc	SHOP - BLANKET for repair	45.44	100989 Servall Uniform & Linen Supply	Bi Weekly Rug Cleaning	
100657 SPB Inc	SHOP - BLANKET for repair	119.69		36.37	
100657 SPB Inc	SHOP - BLANKET for repair	14.99	100989 Servall Uniform & Linen Supply	UM rug cleaning	93.00
100657 SPB Inc	SHOP - BLANKET for repair	40.68	100989 Servall Uniform & Linen Supply	UM rug cleaning	93.00
100657 SPB Inc	SHOP - BLANKET for repair	73.79	100989 Servall Uniform & Linen Supply	UM rug cleaning	93.00
100657 SPB Inc	SHOP - BLANKET for repair	15.52	100989 Servall Uniform & Linen Supply	UM rug cleaning	93.00
100657 SPB Inc	SHOP - BLANKET for repair	457.38	100994 Shaunessey Reeves	Parks janitorial services	300.00
100658 Narwhal Met LLC	weather service	600.00	100994 Shaunessey Reeves	Cemetery janitorial servi	50.00
100665 Nelson Excavating LLC	snow haul	2,161.25	100998 Sheridan Commercial Co	Batteries, trash bags	158.88
100671 Norco Inc	Welding supplies for Kend	36.96	100998 Sheridan Commercial Co	Supplies for City Hall ro	188.52
100671 Norco Inc	Lime Green traffic cones	562.50	100998 Sheridan Commercial Co	2gal tank spray - skijori	26.97
100671 Norco Inc	Lens cleaning towels, gas	14.94	100998 Sheridan Commercial Co	1000' yellow Caution tape	25.16
100671 Norco Inc	Lens cleaning towels, gas	42.70	100998 Sheridan Commercial Co	Batteries for inspector e	19.77
100671 Norco Inc	Lens cleaning towels, gas	400.00	100998 Sheridan Commercial Co	CH supplies - tape ruler/	28.82
100671 Norco Inc	Supplies and Uniforms	55.98	100998 Sheridan Commercial Co	12oz IMP GLS Enamel-Blue	18.94
100671 Norco Inc	STREET- SIGN BLANKET for	23.25	100998 Sheridan Commercial Co	Supplies for Landfill, Wa	110.24
100680 Northern Underground LLC	snow removal	1,116.25	100998 Sheridan Commercial Co	STREET- BLANKET Sheridan	1.05
100680 Northern Underground LLC	snow haul	688.75	100998 Sheridan Commercial Co	STREET- BLANKET Sheridan	
100680 Northern Underground LLC	snow haul	665.00		93.69	
100695 O'Reilly Auto Enterprises LLC	synth grease	143.88	100998 Sheridan Commercial Co	SHOP - BLANKET for items	61.33
100695 O'Reilly Auto Enterprises LLC	Fuel Supplies/ Blanket PO	14.99	100998 Sheridan Commercial Co	STREET- BLANKET Sheridan	
100047 Office Shop Inc	copies from lease copier	34.32		74.82	
100047 Office Shop Inc	Equipment Contract servic	20.06	100998 Sheridan Commercial Co	Supplies	336.75
100047 Office Shop Inc	Monthly Copy Charges	71.52	100998 Sheridan Commercial Co	Supplies for Landfill, Wa	77.70
100047 Office Shop Inc	UM copier lease	53.48	100998 Sheridan Commercial Co	Supplies for Landfill, Wa	106.20
100691 One-Call of Wyoming	One-Call Tickets for Feb	46.50	100998 Sheridan Commercial Co	Supplies for Landfill, Wa	45.84
999998 Laurie Lee	Bank Deposit-February 202	17.78	100998 Sheridan Commercial Co	Misc. supplies/ Blanket P	22.76
999998 Collin Eisenman	Travel Reimbursement for	330.85	100998 Sheridan Commercial Co	Supplies for Landfill, Wa	9.88
999998 Andrew Lindberg	Travel Reimbursement for	244.95	100150 Econowash LLC	Laundry Services	30.00
999998 Nevada Krinke	Per Diem and Fuel Reimbur	266.38	100030 Lovcom Inc	Country Bounty Ads	126.00
999998 Zach Conlee	Fuel Reimbursement - Trai	49.99	100162 Sheridan Motor Inc	Shop - Blanket for PD - S	312.38
999998 Collin Eisenman	Travel Reimbursement for	315.53	100162 Sheridan Motor Inc	Shop - Blanket for PD - S	94.90
999999 Gerald K. Severns	Purchase of sculpture for	3,800.00	100162 Sheridan Motor Inc	Shop - Blanket for PD - S	208.67
999999 Ryan Shock	Insurance Claims - 1411 C	308.01	100162 Sheridan Motor Inc	Shop - Blanket for PD - S	164.30
100702 Pace Analytical Services LLC	Sample Analysis results	511.00	100162 Sheridan Motor Inc	Shop - Blanket for PD - S	422.63
100702 Pace Analytical Services LLC	Sample Analysis results	457.00	100162 Sheridan Motor Inc	blanket po for correct am	4,225.93
100702 Pace Analytical Services LLC	Sample Analysis results	457.00	100163 Sheridan Newspapers Inc	Display Advertisement	280.00
100702 Pace Analytical Services LLC	Sample Analysis results	79.00	100163 Sheridan Newspapers Inc	February Newspaper Ads	504.42
100707 M & R Parker Glass Inc	City Hall Windows - Pay A	97,984.00	100163 Sheridan Newspapers Inc	February Newspaper Ads	155.71
101164 Paymentus Corporation	ivr subscription	14,881.00	100163 Sheridan Newspapers Inc	February Newspaper Ads	107.65
100794 Pert's Towing	Pulled SW Truck 7-8 Out o	280.00	100163 Sheridan Newspapers Inc	February Newspaper Ads	71.77
100794 Pert's Towing	Pulled SW Truck 3-15 out	280.00	100163 Sheridan Newspapers Inc	Newspaper Ads	80.00
100794 Pert's Towing	Pulled Recycling Truck 3-	255.00	100163 Sheridan Newspapers Inc	Newspaper Ads	80.00
100794 Pert's Towing	Pulled Sanitation Truck 7	280.00	100172 Sheridan Transportation Taxi	Safe Rides Feb 2023	2,517.00
100797 Pfitzer Pest Control LLC	pest control	138.00	100200 Stantec Consulting Services In	Main St. Prof. Svcs. 12/1	
100817 Powder River Heating & Air Con	Axiom Nutra repairs	335.12		16,370.00	
100818 Powder River Power of Sheridan	Hydraulic hose for toolca	40.35	100051 State of Wyoming	CWSRF#197 Loan Originatio	20,575.00
100818 Powder River Power of Sheridan	Snowcat parts	21.93	100051 State of Wyoming	CWSRF#198 Loan Originatio	18,482.50
100818 Powder River Power of Sheridan	Bolt for snowcat	12.20	100203 Steamboat Trucking & Services	snow haul	2,470.00
100818 Powder River Power of Sheridan	Adapter for Chevy 2-34	32.95	100297 Superior Industrial Supply & E	Annual Inspection on Recy	
100818 Powder River Power of Sheridan	hose fittings	112.59		523.50	
100818 Powder River Power of Sheridan	SHOP - items for repairs	81.43	100297 Superior Industrial Supply & E	scissor lift and fork lif	1,111.00
100818 Powder River Power of Sheridan	SHOP - items for repairs	307.96	100297 Superior Industrial Supply & E	Service truck crane on UM	
100818 Powder River Power of Sheridan	STREETS- SIGNS - POWDER R	197.94		217.50	
100818 Powder River Power of Sheridan	BGWTP Utilidor Supplies	38.40	100311 Ted's Towing LLC	Tow vehicle to SPD - 23P0	150.00
100828 ProPet Distributors Inc	Pet station supplies for	1,595.60	100319 Thomas J Klepperich	Judge's hours	1,440.00
101113 Quill LLC	Space heater, distilled w	37.34	100321 The Tire Guys Inc	tires	3.29 643.00
101113 Quill LLC	Space heater	30.99	100321 The Tire Guys Inc	Tires for 1994 GMC	959.80
101113 Quill LLC	Keyboard, notepads	34.58	100321 The Tire Guys Inc	Tire Repair on Chevy 2-34	52.00
101113 Quill LLC	Misc. supplies/ Blanket P	15.59	100321 The Tire Guys Inc	hubpilot wheel 2hh white	161.95
101113 Quill LLC	Misc. supplies/ Blanket P	20.59	100321 The Tire Guys Inc	(2) Tires for Fuel Truck	424.90
101113 Quill LLC	Lab supplies	56.76	100329 Toro NSN	KGC software expense for	155.00
			100335 Transaction Warehouse Inc	Iweb payments	3,501.00
			100335 Transaction Warehouse Inc	Iweb payments	4,274.10
			100349 TWS Trucking Services LLC	snow haul	1,781.25
			100350 Tyler Technologies Inc	TCM Implementation Consul	652.00
			100350 Tyler Technologies Inc	Munis Implementation Cons	652.00
			100350 Tyler Technologies Inc	Tyler Court software fee	250.00
			101122 Unlimited Auto Transport LLC	snow haul	2,280.00
			100516 VRM Inc	Installed New Belt Skirti	4,814.54

100516 VRM Inc Installed Remote Grease L 1,683.05
100516 VRM Inc Replaced Conveyor Belt Sp 1,845.00
100516 VRM Inc Repaired Damaged Concrete 5,653.80
100516 VRM Inc Labor for Repairing and S 2,290.00
100516 VRM Inc Labor for Repairing and S 5,101.50
100517 VWR International LLC Tubing, MFLEX, Norpren/ J 371.50
100036 Water Environment Federation Membership Renewal 175.00
100526 Water Products & Solutions Shop - Blanket for water 10.00
100526 Water Products & Solutions Shop - Blanket for water 8.75
100527 Weed Warriors Alley snow removal for Cl 9,225.00
100534 Western Transport LLC professional snow haul 902.50
100534 Western Transport LLC professional snow haul 617.50
101175 Westin Mechanical LLC Installed Gas Line for We 3,300.00
100540 Winsupply of Sheridan Wy Co PVC Adaptors 10.74
100540 Winsupply of Sheridan Wy Co 8" Saddle 418.00
100540 Winsupply of Sheridan Wy Co winsupply 30.02
100540 Winsupply of Sheridan Wy Co winsupply 100.18
100540 Winsupply of Sheridan Wy Co winsupply 111.79
100540 Winsupply of Sheridan Wy Co Corp box, PRV 562.98
100540 Winsupply of Sheridan Wy Co Corp box, PRV 100.18
100540 Winsupply of Sheridan Wy Co Corp box, PRV 135.72
100540 Winsupply of Sheridan Wy Co Corp box, PRV 509.46
100540 Winsupply of Sheridan Wy Co Corp box, PRV 7.94
100540 Winsupply of Sheridan Wy Co Corp box, PRV 72.12
100540 Winsupply of Sheridan Wy Co BGWTP Utilidor supplies 25.14
101110 Willow Land Management LLC snow haul 712.50
101110 Willow Land Management LLC snow haul 807.50
101110 Willow Land Management LLC snow haul 522.50
101110 Willow Land Management LLC snow haul 807.50
101110 Willow Land Management LLC snow haul 480.00
101110 Willow Land Management LLC snow haul 720.00
101110 Willow Land Management LLC snow haul 744.00
101110 Willow Land Management LLC 456 snow haul 950.00
101137 WyoDak Energy Services LLC snow haul 1,995.00
100556 Wyoming First Aid & Safety Sup First Aid kit restock 32.71
100556 Wyoming First Aid & Safety Sup First Aid cabinet supplie 87.96
100556 Wyoming First Aid & Safety Sup Landfill First Aid Kit Re 35.48
100556 Wyoming First Aid & Safety Sup SWR First Aid Kit Restock 47.26
100052 Wyoming Machinery Company Bolt and Washer for Littl 4.43
100052 Wyoming Machinery Company Mirror for Little Loader 92.07
100052 Wyoming Machinery Company Battery for Loader 4-86 674.87
100052 Wyoming Machinery Company Cylinders for Loader 4-86 7,816.61
100052 Wyoming Machinery Company Parts for Landfill Equipm 243.95
100052 Wyoming Machinery Company Parts for Landfill Equipm 696.68
100052 Wyoming Machinery Company Parts for Landfill Equipm 79.69
100052 Wyoming Machinery Company Parts for Landfill Equipm 110.28
100052 Wyoming Machinery Company Parts for Landfill Equipm 67.71
100052 Wyoming Machinery Company Parts for Landfill Equipm 699.41
100052 Wyoming Machinery Company Parts for Landfill Equipm 347.72
101183 Wyoming Regional EMS LLC EMS City Nov - Feb 14,000.00
101183 Wyoming Regional EMS LLC EMS City Nov - Feb 10,000.00
101183 Wyoming Regional EMS LLC EMS City Nov - Feb 10,000.00
100042 Wyoming Water Association Wyoming Water Association 600.00
100043 Wyoming Water Quality & Pollut WWQPA Memberships for Uti 510.00
100563 WYOPASS 2023 membership for Sue G 110.00
100567 Yonkee & Toner LLP Judge Kessner February ho 900.00
100-10-11-110-000-6104- Court Comp Softw 250.00
100-10-11-110-000-6403- Court Telecom Se 29.13
100-10-11-110-000-6601- Court Contractua 8,201.60
100-10-12-121-000-6201- Council Travel/Tra 1,557.79
100-10-12-121-000-6403- Council Telecom Se 53.86
100-10-12-122-000-6104- CA Comp Softw 191.88
100-10-12-122-000-6108- CA Equip/Mach 779.99
100-10-12-122-000-6201- CA Travel/Tra 248.00
100-10-12-122-000-6403- CA Telecom Se 40.55
100-10-14-141-000-6104- Clerk Comp Softw 693.68
100-10-14-141-000-6403- Clerk Telecom Se 26.93
100-10-14-141-000-6802- Clerk Advertisin 612.07
100-10-14-142-000-6201- Treasurer Travel/Tra 39.74
100-10-14-142-000-6403- Treasurer Telecom Se 184.25
100-10-14-142-000-6809- Treasurer Miscellane 12.33
100-10-14-143-000-6104- Cust Serv Comp Softw 9.99
100-10-14-143-000-6201- Cust Serv Travel/Tra 22.00
100-10-14-143-000-6403- Cust Serv Telecom Se 67.33
100-10-14-143-000-6601- Cust Serv Contractua 28,507.57
100-10-14-143-000-6603- Cust Serv Contractua 924.63
100-10-15-150-000-6601- Legal Contractua 13,293.75
100-10-16-160-000-6201-0005A HR Travel/Tra 10.00
100-10-16-160-000-6403- HR Telecom Se 26.93
100-10-16-160-000-6601- HR Contractua 648.00
100-10-17-170-000-6104- IT Comp Softw 6,188.33
100-10-17-170-000-6111- IT Department 129.00
100-10-17-170-000-6403- IT Telecom Se 33.86
100-10-18-181-000-6101- GGB Maint Office Sup 6.59
100-10-18-181-000-6111- GGB Maint Department 242.31
100-10-18-181-000-6601- GGB Maint Contractua 2,687.96
100-10-18-181-000-6700- GGB Maint Repairs/Ma 120.00
100-10-18-182-000-6403- Engineer Telecom Se 172.85
100-10-18-182-000-6802- Engineer Advertisin 71.77
100-20-21-210-000-6101- Police Office Sup 179.73
100-20-21-210-000-6105-0006A Police Uniforms/C 314.40
100-20-21-210-000-6109- Police Petroleum 3,827.33
100-20-21-210-000-6111- Police Department 412.59
100-20-21-210-000-6111-0013A Police Department 3,251.00
100-20-21-210-000-6201- Police Travel/Tra 1,010.75
100-20-21-210-000-6403- Police Telecom Se 847.72
100-20-21-210-000-6704-0010A Police Repairs/Ma 1,202.88
100-20-21-210-000-7600- Police Cap Outlay 45,615.40
100-20-21-223-000-6201- PD Comm Travel/Tra 46.50
100-20-21-223-000-6403- PD Comm Telecom Se .15
100-20-23-230-000-6105-0006A Fire Admin Uniforms/C 794.74
100-20-23-230-000-6109- Fire Admin Petroleum 1,045.03
100-20-23-230-000-6111- Fire Admin Department 946.21
100-20-23-230-000-6111-0010A Fire Admin Department 12.96
100-20-23-230-000-6201- Fire Admin Travel/Tra 1,190.83
100-20-23-230-000-6203- Fire Admin Licenses/C 107.20
100-20-23-230-000-6401- Fire Admin Gas/Electr 2,133.00
100-20-23-230-000-6403- Fire Admin Telecom Se 597.07
100-20-23-230-000-6502- Fire Admin Rent/Lease 157.43
100-20-23-230-000-6704-0010A Fire Admin Repairs/Ma 128.75
100-20-25-250-000-6101- Bldg Insp Office Sup 48.52
100-20-25-250-000-6109- Bldg Insp Petroleum 151.45
100-20-25-250-000-6111- Bldg Insp Department 47.94
100-20-25-250-000-6201- Bldg Insp Travel/Tra 1,646.12
100-20-25-250-000-6403- Bldg Insp Telecom Se 464.31
100-20-25-250-000-6704-0010A Bldg Insp Repairs/Ma 184.75
100-30-31-312-000-6101- Road Maint Office Sup 40.77
100-30-31-312-000-6105-0006A Road Maint Uniforms/C 169.95
100-30-31-312-000-6109- Road Maint Petroleum 12,504.01
100-30-31-312-000-6111- Road Maint Department 27,392.14
100-30-31-312-000-6201- Road Maint Travel/Tra 800.00
100-30-31-312-000-6402- Road Maint Electric-O 13,988.96
100-30-31-312-000-6403- Road Maint Telecom Se 278.72
100-30-31-312-000-6601- Road Maint Contractua 22,595.38
100-30-31-312-000-6700- Road Maint Repairs/Ma 32.64
100-30-31-312-000-6701-0007A Road Maint Repairs/Ma 8.25
100-30-31-312-000-6704-0010A Road Maint Repairs/Ma 1,803.35
100-30-35-350-000-6109- Cem Admin Petroleum 447.43
100-30-35-350-000-6111- Cem Admin Department 1,674.59
100-30-35-350-000-6403- Cem Admin Telecom Se 49.79
100-30-35-350-000-6704-0010A Cem Admin Repairs/Ma 92.37
100-50-54-540-000-6109- Park Super Petroleum 943.03
100-50-54-540-000-6201- Park Super Travel/Tra 1,125.00
100-50-54-540-000-6401- Park Super Gas/Electr 96.00
100-50-54-540-000-6403- Park Super Telecom Se 126.92
100-50-54-540-000-6704-0010A Park Super Repairs/Ma 1,288.81
100-50-54-543-000-6108- Forestry Equip/Mach 745.45
100-50-54-543-000-6201- Forestry Travel/Tra 745.78
100-60-62-621-000-6201- Plan Zone Travel/Tra 2,208.22
100-60-62-621-000-6202- Plan Zone Membership 110.00
100-60-62-621-000-6403- Plan Zone Telecom Se 26.93
100-70-73-731-000-6111- ServiceCtr Department 99.48
100-70-73-731-000-6403- ServiceCtr Telecom Se 61.63
120-10-18-182-000-6111- Engineer Department 52.13
120-10-18-182-000-6201- Engineer Travel/Tra 2,515.29
120-10-18-182-000-6202- Engineer Membership 123.99
120-10-18-182-000-6601- Engineer Contractua 10,331.05
120-10-18-182-000-6802- Engineer Advertisin 280.00
120-20-21-210-000-6109- Police Petroleum 66.00
120-20-21-210-000-6111-0012A Police Department 10.15
120-20-21-210-000-6502- Police Rent/Lease 453.92
120-20-21-210-000-6601- Police Contractua 2,134.39
120-20-21-210-000-6701-0007A Police Repairs/Ma 1,215.43
120-20-21-210-000-6704-0010A Police Repairs/Ma 4,225.93
120-30-31-312-000-6111-0019A Road Maint Department 33.97
120-30-31-314-000-6111- SnowRemove Department 9,159.56
120-30-35-350-000-6601- Cem Admin Contractua 50.00

120-50-54-540-000-6111- Park Super Department 1,737.10
120-50-54-540-000-6601- Park Super Contractua 426.50
120-70-73-731-000-6111- ServiceCtr Department 1,056.63
120-70-73-731-000-6602-0006A ServiceCtr Contractua 1,111.00
Vendor # Vendor Invoice Description Invoice Net Due Date
100413 AT&T Mobility 287304401142X022023 MDC Aircard
Charges \$480.48 3/7/2023
100633 Caterpillar Financial Services Corp Pymt # 4 140M3 CAT
140M3/N9D01285 Annual Pymt \$27,005.09 3/12/2023
100051 Department of Admin & Information Pymt#5 DW156GR
Payment #5 for DW156GR \$31,120.13 5/1/2023
100051 Department of Admin & Information Pymt#5 CW152
Payment #5 for CW152 \$202,008.10 4/1/2023
100021 Montana Dakota Utilities Co 03152023 Electrical and Gas
bills \$31,557.27 3/8/2023
999997 One-Time Customer Refund Vendor 00022229 Deposit
Refund-335 Pheasant Pl \$108.23 2/28/2023
100048 Pitney Bowes Inc FEB2023 February Postage \$1,200.00
3/7/2023

101171 Pro Ware LLC 03152023 Asset Pro Keeper Renewal \$429.00
3/8/2023
101113 Quill LLC 30305064 Nx1 Accessories storage \$457.84
2/18/2023
101113 Quill LLC 30327605 filing supplies \$83.85 2/18/2023
100557 Wyoming Health Fairs 38001S Blood draws/Biometrics for
insured employees \$1,201.00 3/8/2023
100051 Circuit Court of Sheridan County WG 03.10.23 03.10.23
payroll deductions INV \$547.37 3/10/2023
100019 LOCAL 276 IAFF PR 3.10.23 03.10.23 Payroll deductions
INV \$850.00 3/10/2023
100364 MissionSquare PR031023 03.10.23 Payroll Deductions INV
\$4,365.63 3/10/2023
100024 Orchard Trust PR 3.10.23 03.10.23 payroll Deductions INV
\$3,818.85 3/10/2023
100051 Wyoming State Disbursement Unit CS 3.10.23 03.10.23
Payroll Deductions INV \$1,471.14 3/10/2023

Councilmember Patceg requested to remove the City Administrator Contract from the consent agenda and place it under New Business. Councilmember Brantz moved, seconded by Councilmember Luhman, to approve the amended consent agenda. Voice vote: unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye

10. Staff Update

A. City Attorney Brendon Kerns presented information regarding Charter Ordinance #2202.

OLD BUSINESS

11. Third and Final Reading of Ordinance #2258 Regarding Vaping. City Attorney Brendon Kerns updated the Council.

Councilmember Brantz moved, seconded by Councilmember Luhman to approve Ordinance #2258 Regarding Vaping on Third and Final Reading. Roll Call vote: six ayes and one nay.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Andrew Patceg	Nay
Greg Luhman	Aye
Terry Weitzel	Aye

12. Third and Final Reading of Ordinance #2259 Regarding Drug Paraphernalia. City Attorney Brendon Kerns updated the Council.

Councilmember Weitzel moved, seconded by Councilmember Brantz to approve Ordinance #2259 Regarding Drug Paraphernalia on Third and Final Reading. Roll Call vote: unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye

NEW BUSINESS

Councilmember Luhman moved, seconded by Councilmember Weitzel, to approve the City Administrator Contract. Roll Call vote: five ayes and two ayes.

Mayor Rich Bridger	Aye
Kristen Jennings	Nay
Shawn Day	Aye
Steven Brantz	Aye
Andrew Patceg	Nay
Greg Luhman	Aye
Terry Weitzel	Aye

13. Bar and Grill Liquor License Committee Assignment - Mayor Rich Bridger updated the Council on the Committee assignment.

Councilmember Day moved, seconded by Councilmember Patceg, to approve Councilmembers Brantz, Weitzel, and Luhman for assignment to the Alcohol License Committee. Voice vote: unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye

14. Consideration of Resolution 14-23, Submission of a Clean Water State Revolving Fund Application for the WWTP. Utilities Director Dan Roberts updated the Council.

Councilmember Weitzel moved, seconded by Councilmember Luhman, to approve Resolution 14-23, Submission of a Clean Water State Revolving Fund Application for the Waste Water Treatment Plant. Voice vote: unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye
Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye

15. Council Comments and Requests for Future Agenda Items.

- A. Mayor Bridger updated Council on board and committee activities.
- B. Councilmember Patceg requested a financial report from the Dog & Cat Shelter and to form a committee on where to best apply excess revenue.
- C.

16. Councilmember Weitzel moved, Seconded by Councilmember Luhman to adjourn into Executive Session per Wyoming Statute W.S. 16-4-405 regarding the following: (iii) On matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party;

The Council returned from Executive Session at 9:00 P.M.

17. Mayor Bridger adjourned the meeting at 9:00 P.M.

APPROVED:

Richard Bridger, Mayor

ATTEST:

City Clerk, Cecilia Good



CITY OF SHERIDAN, WYOMING

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

Treasurer

MEMORANDUM

Project Name:

Claims

From:

Karen Burtis, City Treasurer

To:

Mayor and Council

CC:

Date:

Recommendation:

Please see attached claims list.

Attachments

Claims

DETAIL INVOICE LIST

CASH ACCOUNT: 99000 1012

CHECK RUN: LL040423 04/04/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
100062	A Plus Plumbers & Appliance Re	Repaired 5 closet Sloan f	731.65
100062	A Plus Plumbers & Appliance Re	Emergency pipe repair for	171.50
100217	Advocacy & Resource Ctr	Third Quarter GPET paymen	4,500.00
101076	AVD Incorporated A Wyoming Cor	Recover patrol car from s	150.00
100372	3G LLC	Business cards for E Jaco	39.00
100372	3G LLC	business cards for B Wash	39.00
100372	3G LLC	business cards-CB/MP/KG	117.00
100378	Amazon Capital Services	org inv 1D1R-VMTY-16W7	-475.61
100378	Amazon Capital Services	CR from Inv# 1G47-QC6N-F1	-16.20
100378	Amazon Capital Services	ITEM: Elkay 51300C Water	66.38
100378	Amazon Capital Services	Office and Shop Supplies	531.25
100378	Amazon Capital Services	ITEM: Office Chair Compu	209.96
100378	Amazon Capital Services	computer hardware, office	98.83
100378	Amazon Capital Services	Parks supplies	638.39
100378	Amazon Capital Services	ITEM: MCS ASUS Chromebox	371.56
100378	Amazon Capital Services	Office Supplies	250.28
100378	Amazon Capital Services	ITEM: Raven Precision 1	526.78
100378	Amazon Capital Services	Blk desk organizer Inv#1D	-18.66
100378	Amazon Capital Services	ITEM: Dirt Devil Vibe 3-	44.99
100378	Amazon Capital Services	ITEM: BSN32953 - Transpa	105.43
100378	Amazon Capital Services	Chrome Box and Air Freshe	391.97
100378	Amazon Capital Services	ITEM: Americanflat 20x30	49.82
100378	Amazon Capital Services	ITEM: Amazon Basics USB	87.97
100378	Amazon Capital Services	Returned hanging files -	-44.70
100386	American Maid	Landfill Cleaning Service	300.00
100386	American Maid	Monthly Cleaning Service	150.00
100386	American Maid	Monthly Cleaning Service	300.00
100413	AT&T Mobility	MDC Aircard Charges	480.48
100418	AutoZone Inc	signs - goof off eraser w	53.18
100754	Continental Mapping Acquisitio	GIS Profession Services S	3,673.35
100437	Nancy Jane Trangmoe	Embroidery for Uniforms	90.00
100574	Big Horn Sanitation	Port-A-Potty Rentals	126.50
100574	Big Horn Sanitation	Port-A-Potty Rentals	126.50
100577	Bighorn Design Studio LLC	flannel shirt - don	70.00
100592	Border States Electric Supply	Annual software #38008223	14,838.00
100596	Brian's Boot & Shoe Company	Steel toe artic boots - J	202.45
100596	Brian's Boot & Shoe Company	Pullen Steel toe work boo	180.00

DETAIL INVOICE LIST

CASH ACCOUNT: 99000 1012

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
100596	Brian's Boot & Shoe Company	Warpness steel toe and mu	188.95
100596	Brian's Boot & Shoe Company	Warpness steel toe and mu	134.95
100611	Burns & Mc Donnell	Landfill - Cell 10 & Reme	50,535.72
100612	Bustech Computing LLC	FY23 City Computer Replac	73,139.00
100613	C & K Equipment Sales Inc	Fittings and hoses for To	91.33
100613	C & K Equipment Sales Inc	Parks Toolcat supplies	115.64
100613	C & K Equipment Sales Inc	Cemetery Toolcat supplies	115.79
100613	C & K Equipment Sales Inc	Cemetery Toolcat supplies	165.94
100613	C & K Equipment Sales Inc	Parks mower repair	758.43
100613	C & K Equipment Sales Inc	Cemetery mower repair	450.64
100613	C & K Equipment Sales Inc	bobcat rental	455.80
100613	C & K Equipment Sales Inc	Invoice #9688A, brushes f	614.52
100625	Carquest Auto Parts	Fuel for Roll Off 3-60	16.97
100625	Carquest Auto Parts	Return Headlights and Bat	-10.77
100625	Carquest Auto Parts	filters extraclear altern	28.12
100625	Carquest Auto Parts	filters extraclear altern	474.81
100625	Carquest Auto Parts	filters extraclear altern	13.47
100625	Carquest Auto Parts	filters extraclear altern	46.35
100625	Carquest Auto Parts	filters extraclear altern	93.42
100625	Carquest Auto Parts	filters extraclear altern	28.51
100625	Carquest Auto Parts	filters extraclear altern	37.78
100625	Carquest Auto Parts	oil 5w30	49.64
100625	Carquest Auto Parts	oil 5w30	49.64
100625	Carquest Auto Parts	batteries serp belt fuel	294.78
100625	Carquest Auto Parts	batteries serp belt fuel	21.43
100625	Carquest Auto Parts	batteries serp belt fuel	71.36
100625	Carquest Auto Parts	batteries serp belt fuel	7.19
100625	Carquest Auto Parts	batteries serp belt fuel	45.83
100625	Carquest Auto Parts	batteries serp belt fuel	76.09
100625	Carquest Auto Parts	parts fuel filter	16.97
100625	Carquest Auto Parts	carquest parts	10.25
100625	Carquest Auto Parts	carquest parts	65.08
100625	Carquest Auto Parts	carquest parts	9.23
100625	Carquest Auto Parts	carquest parts	33.99
100625	Carquest Auto Parts	carquest parts	18.54
100625	Carquest Auto Parts	carquest parts	19.24
100625	Carquest Auto Parts	filter - fuel	29.74
100636	CED- Consolidated Electrical	D wire butt Splice	51.60
100642	CH Diagnostics and Consulting	E.Coli, Carboy, Giardia a	590.00
100721	Child Development Center Regio	Third Quarter GPET FY23	1,875.00
100735	CMI-Teco	dosage valve sensor	302.52
100735	CMI-Teco	dosage valve sensor	324.67

DETAIL INVOICE LIST

CASH ACCOUNT: 99000 1012

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
100735	CMI-Teco	repairs done by cmi teco	2,145.20
100735	CMI-Teco	repairs done by cmi teco	177.75
100735	CMI-Teco	repairs done by cmi teco	131.65
100735	CMI-Teco	repairs done by cmi teco	496.24
101184	Cody Allen willis	delivery charges	40.00
100745	Communication Technologies	radio antenna and mic and	370.60
100745	Communication Technologies	radio antenna and mic and	331.95
100747	Compass - Center for Families	Third Quarter GPET FY23	5,000.00
100749	Communication Electronics Inc	Services done at City Hal	165.00
100749	Communication Electronics Inc	Alarm monitoring for City	111.00
100763	Crafco Inc	cold patch	1,376.47
100764	Craftco Metals Services Inc	Tapping bushing - recut t	365.48
100764	Craftco Metals Services Inc	General Machining	97.50
100767	Crescent Electric Supply Co	TRAFFIC-STREET blanket PO	596.24
100767	Crescent Electric Supply Co	drd16 1c110 cree - reissu	67.16
100782	Dana Kepner Company	Brass saddle	225.00
100782	Dana Kepner Company	Iperl 3/4inch meters	2,288.00
100782	Dana Kepner Company	20inch repair pipe coupli	2,275.72
100874	Direct Electric	welding Shed Electric	3,515.00
100876	Display Sales Co	die cast ave brackets	338.75
100885	Dome Lake Reservoir Company	Dome Lake \$20/Share for 4	8,259.80
100889	Downtown Sheridan Assoc	Third Quarter GPET FY23	10,000.00
100893	Dustbusters Enterprises Inc	71.67 tons ice kicker	11,001.35
100902	Ed Hammer Inc	connectors resistor and m	274.76
100902	Ed Hammer Inc	connectors resistor and m	91.55
100914	Employ LLC	Temp Services for Landfil	5,328.09
100914	Employ LLC	Temp services for Solid w	5,637.32
100915	Employers Council	Pre Employment Background	412.25
100916	Energy Laboratories Inc	Sample analysis/ results	271.00
100918	Engineering Associates	Spec Update - Prf. Svcs.	10,914.22
100931	Pelicans LLC	Borger Pump Parts- (Diges	2,325.41

DETAIL INVOICE LIST

CASH ACCOUNT: 99000 1012

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
100076	Fastenal Company	m20 x 75 931 10.9	9.34
100076	Fastenal Company	hilti drill bit - signs	54.61
100049	Ferguson US Holdings Inc	Brass couplings	228.85
100089	Floyd's Truck Center WY	blower switch	337.11
100089	Floyd's Truck Center WY	gasket parts	62.32
100089	Floyd's Truck Center WY	prs temp sensor and seat	1,935.06
100089	Floyd's Truck Center WY	prs temp sensor and seat	30.00
100089	Floyd's Truck Center WY	Kit Air Compressor return	-1,935.06
100089	Floyd's Truck Center WY	prs temp sensor and seat	553.43
100089	Floyd's Truck Center WY	prs temp sensor and seat	553.43
100089	Floyd's Truck Center WY	Return seat PO#230779	-553.43
100089	Floyd's Truck Center WY	Gasket Oil pan, Sensor Pr	-232.66
100112	Galls LLC	Uniforms	139.65
100112	Galls LLC	Uniforms	115.70
100130	Grainger Inc	STREETS - blanket PO	13.23
100130	Grainger Inc	STREETS - blanket PO	54.50
100130	Grainger Inc	SHOP- items needed for su	127.48
100130	Grainger Inc	SHOP- items needed for su	31.18
101174	Wagner Land and Development Co	wands for wash bay	263.17
100144	Habitat for Humanity	Third Quarter GPET FY23	6,250.00
100225	Hach Company	Lab Supplies	1,003.89
100225	Hach Company	Lab Supplies	943.34
100225	Hach Company	LBOD Probe w/1m Cable - R	-1,421.28
100230	Hawkins Inc	Azone	1,860.64
100230	Hawkins Inc	Soda Ash and Azone	3,571.71
100248	Home Depot Credit Services	Parks departmental suppli	66.36
100248	Home Depot Credit Services	Charcoal for the cemetery	219.78
100248	Home Depot Credit Services	shld Feedthrough 6A/6/5E	39.97
100248	Home Depot Credit Services	Ultrlight drywall, jnt co	461.24
100248	Home Depot Credit Services	signs - sheet screws non	25.56
100248	Home Depot Credit Services	building repair - 4' squ	62.75
100248	Home Depot Credit Services	building repair - 4' squ	90.72
100248	Home Depot Credit Services	Two 96-watt T12 Lamps Hig	40.95
100248	Home Depot Credit Services	husky bit socket wire st	12.81
100248	Home Depot Credit Services	husky bit socket wire st	71.91
100265	Imperial Pump Solutions LLC	Install new mechanical se	921.56
100291	Ironman Towing	Tow Charge	85.00

DETAIL INVOICE LIST

CASH ACCOUNT: 99000 1012

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
101186	Jamar Technologies Inc	JAMAR unit repair	195.41
101054	Knecht LLC	wood for Scale House	29.36
100444	Les Schwab Group Holdings LLC	AL3 Thrust Alignment-DOM/	109.99
100451	LJS Concrete & Excavating LLC	BGWTP Utilidor - site wor	159,327.35
100451	LJS Concrete & Excavating LLC	snow haul	3,515.00
100453	LN Curtis & Sons	LNCurtis-BHoods-OSurvivor	886.18
100453	LN Curtis & Sons	LNCurtis-BHoods-OSurvivor	83.59
100453	LN Curtis & Sons	LNCurtis-34L 4-Gas Calibr	824.17
100454	Local Govt Liability Pool	Insurance Claim Streets A	1,000.00
100458	Luke A Goddard	Medical Doctor Coverage f	500.00
100645	Motorola Solutions Inc	Evidence Libr 4 Web 4RE i	150.00
100648	Mountain View Building Inc	snow removal with hired h	2,090.00
100648	Mountain View Building Inc	snow haul	2,137.50
100648	Mountain View Building Inc	snow haul	2,066.25
100657	SPB Inc	Returned Items Org 710545	-225.93
100657	SPB Inc	Lower Ball Joint ORG inv	-62.52
100657	SPB Inc	Battery for Roll off 3-60	370.92
100657	SPB Inc	STREET-SIGN BLANKET for r	47.96
100657	SPB Inc	SHOP - BLANKET for repair	34.19
100657	SPB Inc	SHOP - BLANKET for repair	122.11
100657	SPB Inc	SHOP - BLANKET for repair	46.72
100657	SPB Inc	SHOP - BLANKET for repair	7.70
100657	SPB Inc	SHOP - BLANKET for repair	20.69
100657	SPB Inc	SHOP - BLANKET for repair	69.93
100657	SPB Inc	SHOP - BLANKET for repair	40.68
100657	SPB Inc	SHOP - BLANKET for repair	28.79
100657	SPB Inc	SHOP - BLANKET for repair	67.98
100657	SPB Inc	STREET-SIGN BLANKET for r	185.46
100657	SPB Inc	Core deposit - Inv # 7024	-27.00
100657	SPB Inc	Core Deposit 3-14	-56.00
100657	SPB Inc	Core Deposit - Org Inv 71	-55.00
100657	SPB Inc	Core Deposit - Inv #70452	-29.00
100657	SPB Inc	STREET-SIGN BLANKET for r	138.58
100657	SPB Inc	STREET-SIGN BLANKET for r	290.42
100657	SPB Inc	STREET-SIGN BLANKET for r	58.05
100657	SPB Inc	Idler and Pitman Arm Asse	193.40
100658	Narwhal Met LLC	weather service	600.00
100046	National Fire Protection Assoc	National Fire Codes Annua	1,552.50

DETAIL INVOICE LIST

CASH ACCOUNT: 99000 1012

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
100046	National Fire Protection Assoc	NFPA Annual Membership Re	175.00
100665	Nelson Excavating LLC	snow haul	2,565.00
100665	Nelson Excavating LLC	snow haul	1,615.00
100669	Newman Signs Inc	replacement signs	1,115.42
100671	Norco Inc	(2) Bomber Jackets and (1	166.14
100671	Norco Inc	STREET- SIGN BLANKET for	35.00
100671	Norco Inc	gloves knuckle bandaids	147.16
100680	Northern Underground LLC	snow haul	736.25
100680	Northern Underground LLC	Blacktooth Park - gravel	2,395.00
100680	Northern Underground LLC	snow haul	665.00
100680	Northern Underground LLC	snow haul	3,752.50
100680	Northern Underground LLC	snow haul	1,045.00
100047	Office Shop Inc	Copier 02/25/2023 - 03/24	247.88
100047	Office Shop Inc	Copier 02/24/2023 - 03/23	38.33
100047	Office Shop Inc	Copier usage for 03/02/20	125.56
100047	Office Shop Inc	Copier usage for 03/01/20	223.08
100047	Office Shop Inc	Monthly Copy Charges	89.52
100047	Office Shop Inc	Records Copier Costs	17.65
100047	Office Shop Inc	copies	54.70
100047	Office Shop Inc	Copier Rental	89.54
100047	Office Shop Inc	Copier Rental	89.54
999998	Hanns	Travel/mileage reimbursem	448.61
999998	Erik Jacobson	Reimbursement for Travel a	345.00
999998	Tucker Jordan	Reimbursement for Travel a	345.00
999998	Brian Washko	Reimbursement for Travel a	196.19
999998	Chad Brutlag	Reimbursement for fuel to	68.97
999998	Collin Eisenman	Reimbursement for meals p	438.36
999998	Marshall McLain	Distribution Level I exam	100.00
999998	Klay Condos	Scheels-Multi-Tool and Ut	398.64
999998	Mark Galloway	Reimbursement for meals p	366.41
999998	Collin Eisenman	Meals Per Diem and fuel f	387.75
999997	Calli Bangs	Balance Refund-1360 Highl	5.00
999997	Rick Lee	Balance Refund-255 w 9th	149.13
999997	Gracie Patterson	Deposit Refund-606 Aspen	91.16
999997	Kimble Hendrickson	Deposit Refund-65 1/2 8t	83.67
999997	Chuck Buckalew	Deposit Refund-755 Frank	57.39
999997	Shannon Graham	Deposit Refund-1505 Omarr	36.07
999997	Jacob & Madilyn Myler	Deposit Refund-422 S Sher	80.73
999997	Gravity Performing Arts Center	Deposit Refund-1749 S She	105.68
999997	Gravity Performing Arts Center	Deposit Refund-1755 S She	24.59
999997	Coalan & Dena Whitney	Deposit Refund-251 w 6th	46.26
999997	Nick Raulerson	Deposit Refund-42 N Linde	28.35

DETAIL INVOICE LIST

CASH ACCOUNT: 99000 1012

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
999997	Grant Dubbie	Deposit Refund-726 Marion	110.21
999997	Sandra Scott Suzor	SAWS Refund-22 River Rock	96.71
999997	Robert Marney	SAWS Refund-247 HWY 335	153.40
999997	Cliff Hahn	Insurance Claim Broken wi	365.70
999997	Hickory Farms	Balance Refund-333 N Main	34.49
999997	Doug Sanders	Deposit Refund-3844 Coffe	102.29
999997	Rachael Esh	Deposit Refund-1411 North	77.81
999997	Katie Kraft	Deposit Refund-2185 Pima	102.38
101180	Out West Agriculture Engineeri	Rental of HDPE welder	350.00
100714	Peak Consulting	Service Excellent, Superv	4,850.00
100715	Peak Pest Solutions LLC	Monthly Pest Control	78.75
100715	Peak Pest Solutions LLC	Monthly Pest Control	78.75
100715	Peak Pest Solutions LLC	Monthly Pest Control	78.75
100715	Peak Pest Solutions LLC	Monthly Pest Control	78.75
100715	Peak Pest Solutions LLC	Monthly Pest Control	131.25
100715	Peak Pest Solutions LLC	Monthly Pest Control	131.25
100715	Peak Pest Solutions LLC	Monthly Pest Control	131.25
100715	Peak Pest Solutions LLC	Monthly Pest Control	131.25
100794	Pert's Towing	winched Recycling Truck 3	255.00
100795	Peterbilt of Wyoming	sensor prs temp core	138.06
100048	Pitney Bowes Bank Inc	Lease Postage Machine 01/	893.94
100811	Polydyne Inc	Polymer	3,150.00
100817	Powder River Heating & Air Con	HVAC Service- Grease Faci	219.68
100818	Powder River Power of Sheridan	STREETS- SIGNS - POWDER R	413.35
100818	Powder River Power of Sheridan	STREETS- SIGNS - POWDER R	55.10
100818	Powder River Power of Sheridan	STREETS- SIGNS - POWDER R	50.60
100818	Powder River Power of Sheridan	SHOP - items for repairs	47.32
100825	Prime Rate Motors	112 auger for 5 yard spea	866.65
101113	Quill LLC	#10 envelopes	159.90
101113	Quill LLC	Deer Park distilled water	-24.59
100956	Rocky Mountain Sign Design & P	(4) Vinyl Signs for Compo	185.75
101156	Royal Arms International Inc	Breaching shotgun, traini	4,336.00
100973	Russell Industries Inc	x2 BJM Pumps	1,710.00
100973	Russell Industries Inc	Pump Rebuild Parts	507.79
101188	Sage Recycling & Waste Solutio	Cardboard Recycling BOL#1	348.65

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CASH ACCOUNT: 99000 1012

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
101188	Sage Recycling & Waste Solutio	Cardboard Recycling BOL#1	273.15
100981	Schoeny Inc	snow haul	7,671.25
100985	Second Chance Sheridan Cat Res	Third Quarter GPET FY23	7,500.00
100986	Secure Shred	Document Shredding	187.72
100987	Senior Citizens Council	Third Quarter GPET FY23	27,500.00
100989	Servall Uniform & Linen Supply	Clean Rugs 3-16-2023 Inv	31.71
100989	Servall Uniform & Linen Supply	City Hall rug services th	146.81
100989	Servall Uniform & Linen Supply	UM rug cleaning	93.00
100989	Servall Uniform & Linen Supply	UM rug cleaning	93.00
100989	Servall Uniform & Linen Supply	Bi Weekly Rug Cleaning	36.37
100989	Servall Uniform & Linen Supply	Bi Weekly Rug Cleaning	231.92
100989	Servall Uniform & Linen Supply	mats coveralls and mops	185.42
100989	Servall Uniform & Linen Supply	Rug Cleaning	174.39
100989	Servall Uniform & Linen Supply	mops mats coveralls for c	178.01
100991	Severson Supply Co Inc	sharq blades	3,430.06
100991	Severson Supply Co Inc	carbide insert	1,200.96
100994	Shaunessey Reeves	Parks janitorial services	600.00
100995	Sheridan Artists Guild Et al	Third Quarter GPET FY23	2,500.00
100995	Sheridan Artists Guild Et al	FY23 Administration for S	1,000.00
100996	Sheridan Arts Council	Third Quarter GPET FY23	375.00
100998	Sheridan Commercial Co	AA & AAA Batteries	13.96
100998	Sheridan Commercial Co	Supplies for KGC	269.14
100998	Sheridan Commercial Co	Toothpicks (used for hole	1.69
100998	Sheridan Commercial Co	Supplies - 4pk 2x5/8 corn	6.05
100998	Sheridan Commercial Co	Supplies - fasteners & an	2.32
100998	Sheridan Commercial Co	Supplies - fasteners, anc	14.26
100998	Sheridan Commercial Co	Ice melt (C. Medill)	23.37
100998	Sheridan Commercial Co	Towels and bath tissue (M	62.52
100998	Sheridan Commercial Co	UPS shipping charges, ret	164.58
100998	Sheridan Commercial Co	CO Alarms-Wyoming Flag- U	142.38
100998	Sheridan Commercial Co	STREET- BLANKET Sheridan	11.31
100998	Sheridan Commercial Co	SHOP - BLANKET for items	11.49
100998	Sheridan Commercial Co	STREET- BLANKET Sheridan	4.27
100998	Sheridan Commercial Co	STREET- BLANKET Sheridan	63.00
100998	Sheridan Commercial Co	Janitorial Supplies	138.03
100998	Sheridan Commercial Co	Supplies for Landfill, wa	59.37
100998	Sheridan Commercial Co	STREET- BLANKET Sheridan	26.97
100998	Sheridan Commercial Co	STREET- BLANKET Sheridan	22.60
100998	Sheridan Commercial Co	Supplies	273.94
100998	Sheridan Commercial Co	Supplies	42.15

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CASH ACCOUNT: 99000 1012

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
100998	Sheridan Commercial Co	Supplies for Landfill, wa	41.35
100998	Sheridan Commercial Co	Supplies for Landfill, wa	3.22
100998	Sheridan Commercial Co	Supplies for Landfill, wa	9.83
100998	Sheridan Commercial Co	Supplies for Landfill, wa	13.84
100999	Sheridan Community Land Trust	Third Quarter GPET FY23	6,250.00
100050	Sheridan County	FY23 Airport Service	80,973.24
100050	Sheridan County	Sheridan Motors & The Hea	14.00
100050	Sheridan County	Bobcat Estates & Property	89.00
101001	Sheridan County Chamber of Com	Punch pass for Chamber Lu	240.00
101001	Sheridan County Chamber of Com	Third Quarter GPET FY23	12,500.00
100029	Sheridan County Conservation D	Third Quarter GPET FY23	2,500.00
101002	Sheridan County Historical Soc	Third Quarter GPET FY23	5,000.00
100150	Econowash LLC	SHOPLaundry for uniforms	34.00
100150	Econowash LLC	Laundry Services	52.00
100150	Econowash LLC	Laundry Services	42.00
100150	Econowash LLC	SHOPLaundry for uniforms	46.00
100150	Econowash LLC	SHOPLaundry for uniforms	40.00
100162	Sheridan Motor Inc	blanket po for correct am	920.05
100162	Sheridan Motor Inc	blanket po for correct am	107.95
100162	Sheridan Motor Inc	blanket po for correct am	103.81
100162	Sheridan Motor Inc	15% discount Inv # 700608	-186.08
100162	Sheridan Motor Inc	Shop - Blanket for PD - S	107.61
100189	Source Office & Technology	Office Supplies	79.58
100200	Stantec Consulting Services In	UM Center SWPPP & SPCC Pl	5,700.00
100051	State of Wyoming	1-Company Officer, 6th Ed	214.47
100051	State of Wyoming	Crime Victims Surcharges	216.00
100051	State of Wyoming	Payment #5 for DW156GR	31,120.13
100202	Steady Stream Hydrology Inc	ACOE 1135 Design - Tech &	1,629.78
100203	Steamboat Trucking & Services	snow haul	2,047.50
100203	Steamboat Trucking & Services	snow hauler	2,945.00
100319	Thomas J Klepperich	Judge's hours	1,840.00
100321	The Tire Guys Inc	0040054 recaps	699.00

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CASH ACCOUNT: 99000 1012

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VENDOR	VENDOR NAME	PURPOSE	AMOUNT
100328	Top Office Products Inc	2-Cases of Copy Paper-8.5	327.25
100339	Trihydro Corporation	Semi-Annual Groundwater M	21,893.95
100339	Trihydro Corporation	Monitoring - February 202	6,156.00
100349	TWS Trucking Services LLC	snow haul	1,448.75
100354	Uprising	Third Quarter GPET FY23	1,750.00
100362	Valley Motor Honda	Sheridan Honda-Parts for	11.53
100516	VRM Inc	Troubleshoot Compactor Fun	1,438.51
100516	VRM Inc	2,000 Hour Service on Loa	2,490.00
100516	VRM Inc	Changed Batteries on Scra	310.00
100520	Wamco Lab Inc	Quarterly effluent water	1,500.00
100526	Water Products & Solutions	3 Five gallons water deli	26.25
100526	Water Products & Solutions	Shop - Blanket for water	8.75
101189	Western Planning Resources	Advertising for Community	155.00
101110	Willow Land Management LLC	snow haul	593.75
101110	Willow Land Management LLC	snow haul	593.75
101110	Willow Land Management LLC	snow haul	522.50
101110	Willow Land Management LLC	snow haul	522.50
101110	Willow Land Management LLC	snow haul	522.50
101110	Willow Land Management LLC	snow haul	427.50
100551	Wyoming Assoc Rural Water Syst	Technical Conference (Cas	1,780.00
100052	Wyoming Machinery Company	Filters and Elements for	898.75
100052	Wyoming Machinery Company	Brackets for Mirrors - Tr	312.61
100052	Wyoming Machinery Company	Filters for Little Loader	210.85
100052	Wyoming Machinery Company	Hose for Loader 4-86	44.44
100052	Wyoming Machinery Company	Battery for Scraper 4-34	674.87
100052	Wyoming Machinery Company	Filter for Loader 4-86	275.16
100052	Wyoming Machinery Company	Filter for Loader 4-86	275.16
100052	Wyoming Machinery Company	CVA PM Kit for Track Load	19.39
100052	Wyoming Machinery Company	Spacer, Washer and Bolt f	30.45
100571	Merlin H Zowada	Flat Metal to Repair Roll	8.60
364 INVOICES		CHECK RUN TOTAL	722,647.56



CITY OF SHERIDAN, WYOMING

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

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

Planning

MEMORANDUM

Project: Consideration of Second Reading for PL-23-3, Ordinance 2260, DoubleDay Annexation - Public
Name: Works Director Hanns Mercer
From: Wade Sanner, Community Development Director
To: Mayor and Council
CC:
Date: 02/15/2023

Recommendation:

Staff Recommends approval of PL-23-3, Ordinance 2260 and Resolution 15-23, DoubleDay annexation. The City of Sheridan is requesting to annex 12.98 acres, to be zoned Gateway District. Located at 1475 Dovetail Lane, (PIN 56840430000100).

Background:

The applicant, City of Sheridan, is requesting to annex 12.98 acres of the Double Day Park, to be zoned Gateway District. Located at 1475 Dovetail Lane (PIN 56840430000100). Public access will be from the existing Oxbow Drive right-of-way (ROW) and Dovetail Lane ROW to the east. The property is unplatted land that was left out of the Wrench Ranch - Tract B Annexation done in 2009. The City is proposing the annexation in order to ensure that all of the DoubleDay property is within City boundaries. Water and sewer lines exist in the Dovetail Lane ROW.

NOTICES

Per W.S. 15-1-405, an annexation report and public notices were not required for the annexation. In order to be transparent, staff sent notices to 41 adjacent property owners. At the time of writing this staff report, staff received 8 phone calls inquiring about the application.

Discussion:

Before any territory is eligible for annexation, the governing body of any city or town at a hearing as provided in W.S. 15-1-405 shall find that:

- (i) An annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the city or town;
- (ii) The urban development of the area sought to be annexed would constitute a natural, geographical, economical and social part of the annexing city or town;
- (iii) The area sought to be annexed is a logical and feasible addition to the annexing city or town and the extension of basic and other services customarily available to residents of the city or town shall, within reason, be available to the area proposed to be annexed;
- (iv) The area sought to be annexed is contiguous with or adjacent to the annexing city or town, or the area meets the requirements of W.S. 15-1-407;
- (v) If the city or town does not own or operate its own electric utility, its governing body is prepared to issue one (1) or more franchises as necessary to serve the annexed area pursuant to W.S. 15-1-410; and
- (vi) The annexing city or town, not less than twenty (20) business days prior to the public hearing required by W.S.

15-1-405(a), has sent by certified mail to all landowners and affected public utilities within the territory a summary of the proposed annexation report as required under subsection (c) of this section and notice of the time, date and location of the public hearing required by W.S. 15-1-405(a).

(b) Contiguity will not be adversely affected by the existence of a platted street or alley, a public or private right-of-way, a public or private transportation right-of-way, a lake, stream, reservoir or other natural or artificial waterway located between the annexing city or town and the land sought to be annexed.

If the city is the sole owner of any territory, whether or not contiguous that it desires to annex, the governing body, by ordinance, may annex the territory to the city or town without notice or public hearing as provided in W.S. 15-1-405 and without preparing the annexation report or providing the estimates required by W.S. 15-1-402(c) and (e) and 15-1-404(a)(ii)(C) and (D). All ordinances annexing territory without notice and public hearing shall contain a statement that the territory is solely owned by the petitioning city or town.

Attachments

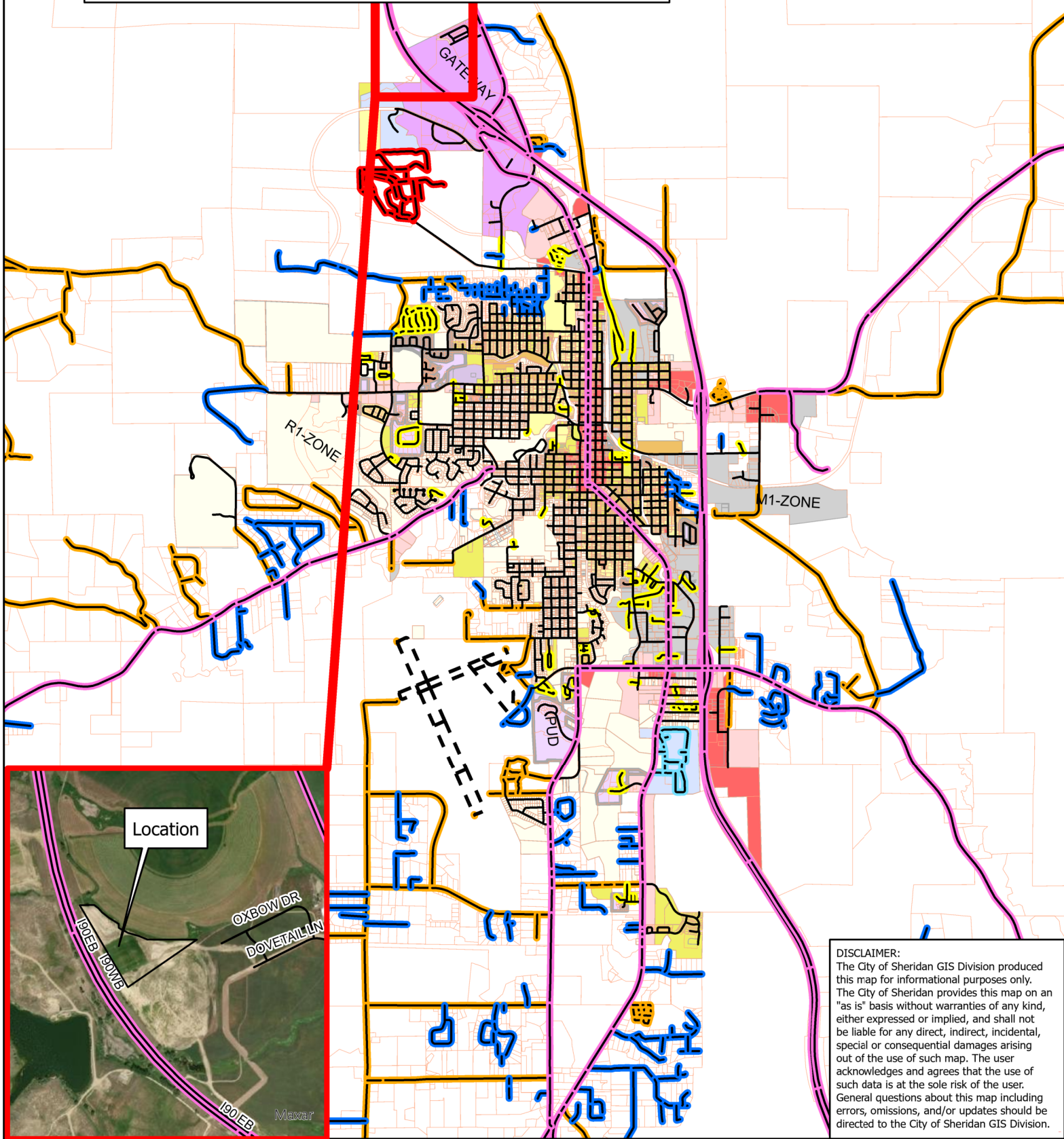
Aerial

Annexation Plat

Resolution 15-23

Ordinance 2260

DoubleDay annexation



Legend

Roads

- County Road
- Forest Service Road
- Private Road
- PUBLIC ROAD
- City of Sheridan Road

- Sheridan College Road
- Sheridan County Airport
- State of Wyoming Road
- VA Road
- Parcels

Zoning City

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



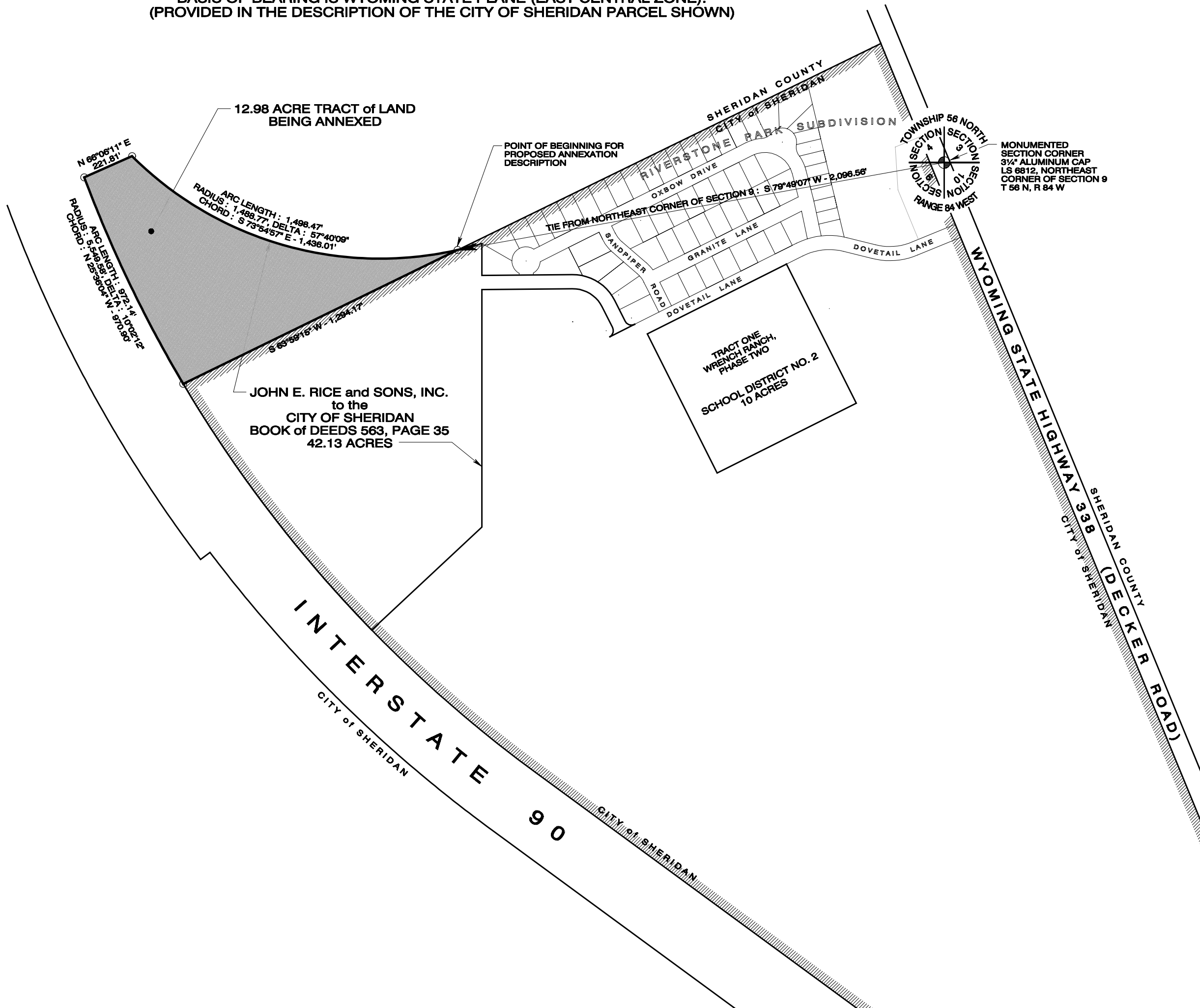
Miles 0 $\frac{3}{4}$ 1 $\frac{1}{2}$

Date: 02/14/2023 9:26 AM User: sgoodman

DETAIL

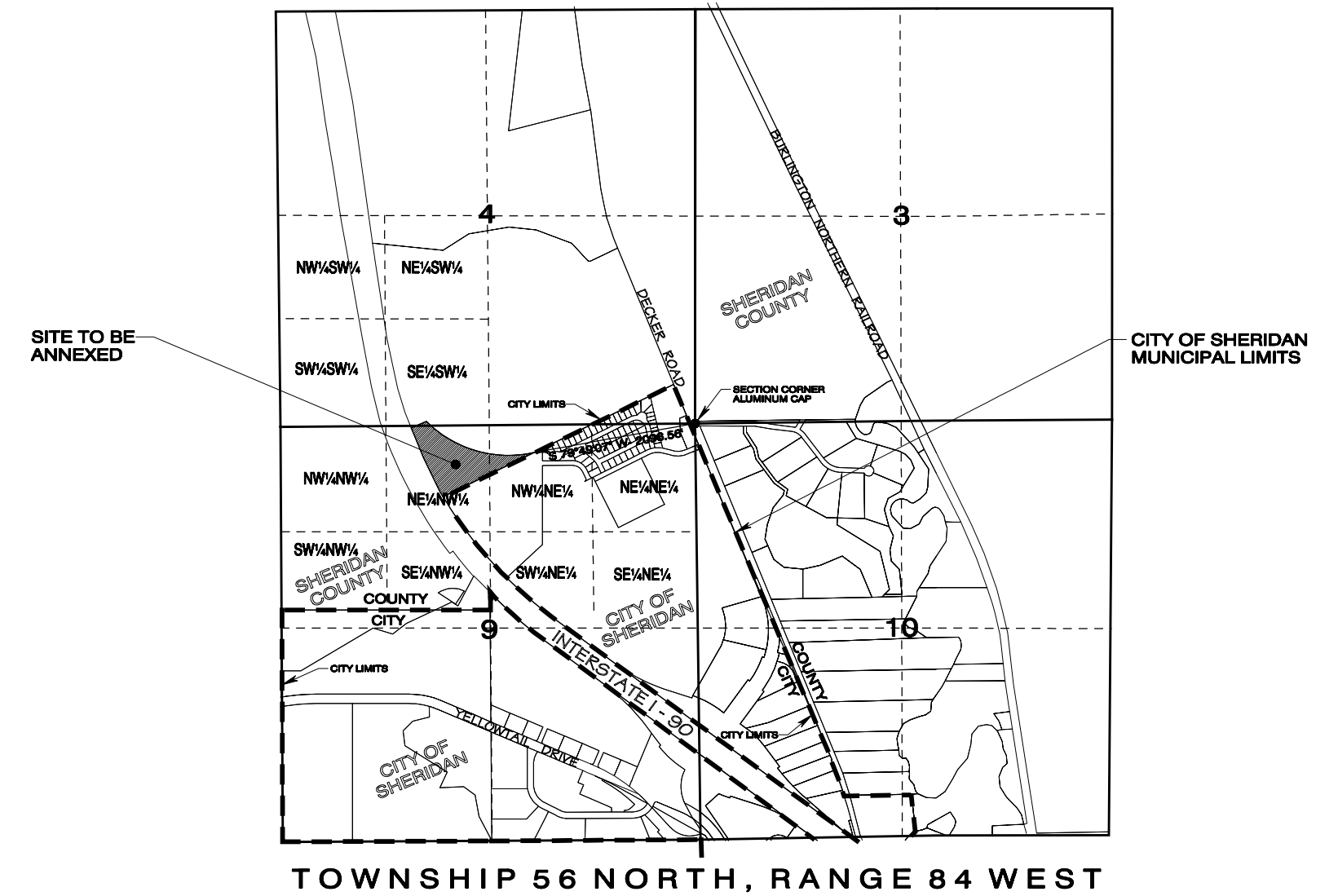
SCALE : 1" = 400'

BASIS OF BEARING IS WYOMING STATE PLANE (EAST CENTRAL ZONE).
(PROVIDED IN THE DESCRIPTION OF THE CITY OF SHERIDAN PARCEL SHOWN)



LOCATION

SCALE : 1" = 2000'



MAP

to accompany

PETITION for ANNEXATION

of a
TRACT of LAND

situated in the

SE 1/4 SW 1/4 of SECTION 4

and in the

NW 1/4 NE 1/4 and the NE 1/4 NW 1/4 of SECTION 9

all in

TOWNSHIP 56 NORTH, RANGE 84 WEST

of the

SIXTH PRINCIPAL MERIDIAN
SHERIDAN COUNTY, WYOMING

for the

CITY of SHERIDAN

55 GRINNELL PLAZA
SHERIDAN, WYOMING 82801

CERTIFICATE of SURVEYOR

State of Wyoming } ss
County of Sheridan }

I, David L. Randall, of Sheridan, Wyoming being a duly registered Professional Engineer and Land Surveyor in the State of Wyoming do hereby certify that this map was made from records on file in the Sheridan County Clerk's Office, Sheridan, Wyoming, from records furnished by the City of Sheridan, Wyoming and from City and County GIS information.
This map correctly represents all of the data shown hereon.

Registration No. 3159 PE & LS

CIVIL ENGINEER and LAND SURVEYOR

CERTIFICATE of RECORDER

State of Wyoming } ss
County of Sheridan }

This map was filed for record in the Office of the Clerk and Recorder at O'Clock ____ M., this ____ day of ____, 2023, and is duly recorded in Book ____, Page No. ____.
Receiving Number ____.

COUNTY CLERK

CITY OF SHERIDAN
RESOLUTION 15-23

A RESOLUTION approving the Double Day Annexation as required by W.S. § 15-1-402(c) for the proposed annexation of 12.98 acres parcel of land located at 1475 Dovetail Lane, Sheridan County, Wyoming (PIN 56842410000333).

WHEREAS, staff has complied the required information pursuant to W.S. § 15-1-402(c); and

WHEREAS, the annexation report is not required pursuant to W.S. § 15-1-407; and

WHEREAS, pursuant to W.S. § 15-1-407, notices are not required, however, staff sent notices to surrounding properties in order to be transparent;

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

1. That the proposed annexation of a 12.98 acre tract of land situated in the SE¼SW¼ of Section 4 and in the NW¼NE¼ and the NE¼NW¼ of Section 9 all in Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming (PIN 56842410000333) is solely owned by the City of Sheridan.
2. The area to be annexed complies with W.S. 15-1-402

Is hereby approved by vote of the City of Sheridan’s Governing Body.

PASSED, APPROVED, AND ADOPTED this 20th day of March 2023.

Richard Bridger, Mayor

Attest:

Cecilia Good, City Clerk

State of Wyoming)
)SS
County of Sheridan)

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2023 by _____.

Notary Public

My commission expires _____.

ORDINANCE NO. 2260

AN ORDINANCE annexing 12.98 acres of a portion of the DoubleDay park property located at 1475 Dovetail Lane on the east side of I-90; and zoning Gateway District.

WHEREAS, the owner of the below described land have petitioned the City Council for the annexation of the following described land into the City of Sheridan; and

WHEREAS, the owner has requested same said property to be zoned as part of the Woodland Creek PUD; and

WHEREAS, the Planning Commission of the City of Sheridan has recommended to the City Council that said tracts of land be annexed to the City; THEREFORE,

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

Section 1. ANNEXATION.

That the following described land is hereby annexed into the City of Sheridan, to wit:

A tract of land situated in the SE¼SW¼ of Section 4 and in the NW¼NE¼ and the NE¼NW¼ of Section 9 all in Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming; more particularly described as follows:

Beginning at a point which bears S 79°49'07" W a distance of 2,096.56 feet from the Northeast Corner of said Section 9; thence S 63°59'15" W for a distance of 1,294.17 feet to a point on the Easterly Right-of-Way of Interstate 90, this point being on a non-tangent curve to the right; thence along this curve having a Radius of 5,549.58 feet, a Central Angle of 10°02'12", an Arc Length of 972.14 feet and a Chord that bears N 25°36'04" W for a distance of 970.90 feet; thence leaving said curve on a bearing of N 66°06'11" E for a distance of 221.81 feet to a point on a non-tangent curve to the left; thence along this curve having a Radius of 1,488.77 feet, a Central Angle of 57°40'09", an Arc Length of 1,498.47 feet and a Chord that bears S 73°54'57" E for a distance of 1,436.01 feet to the point of beginning.

Said tract of land contains 12.98 Acres.

Section 2. ZONING

The requested zoning for the property is Gateway District.

Section 3. FINDINGS.

That the City Council resolves and makes the following findings in accordance with Wyoming State Statute 15-1-402 and Sheridan City Code Appendix B§804:

Annexation

- (i.) The annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the city or town;
- (ii) The urban development of the area sought to be annexed would constitute a natural, geographical, economical and social part of the annexing city or town;
- (iii) The area sought to be annexed is a logical and feasible addition to the annexing city or town and the extension of basic and other services customarily available to residents of the city or town shall, within reason, be available to the area proposed to be annexed;

- (iv) The area sought to be annexed is contiguous with or adjacent to the annexing city or town, or the area meets the requirements of W.S. 15-1-407;
- (v) If the city or town does not own or operate its own electric utility, its governing body is prepared to issue one (1) or more franchises as necessary to serve the annexed area pursuant to W.S. 15-1-410; and
- (vi) The annexing city or town, not less than twenty (20) business days prior to the public hearing required by W.S. 15-1-405(a), has sent by certified mail to all landowners and affected public utilities within the territory a summary of the proposed annexation report as required under subsection (c) of this section and notice of the time, date and location of the public hearing required by W.S. 15-1405(a).

Section 4. SEVERABILITY.

If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, than all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 5. EFFECTIVE DATE.

That this ordinance shall be in full force on April 17, 2023.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2023

Richard Bridger, Mayor

ATTEST:

Cecilia Good, City Clerk

State of Wyoming)
)SS
County of Sheridan)

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2023 by _____.

Notary Public

My commission expires _____.



CITY OF SHERIDAN, WYOMING

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

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

Planning

MEMORANDUM

Project: Consideration of Second Reading for PL-23-5, Ordinance 2262, Annex 2.71 Acres of Airport Road
Name: Right of Way - Public Works Director Hanns Mercer
From: Wade Sanner, Community Development Director
To: Mayor and Council
CC:
Date: 02/15/2023

Recommendation:

Staff recommends approval of PL-23-5, Ordinance 2262 and Resolution 17-23. The City of Sheridan is requesting to annex 2.71 acres of Airport Road right of way. Located between Big Horn Ave and Zuni Dr. on Airport Rd.

Background:

The applicant, City of Sheridan, is requesting to annex 2.71 acres of Airport Road right-of-way located between Big Horn Avenue and Zuni Drive on Airport Road. The proposed public ROW to be annexed is adjacent to 6 subdivisions, and is completely surrounded by the City of Sheridan. Water and sewer utility lines already exist in the ROW. Due to Airport Road being surrounded by the City, Sheridan County requested that the road be annexed into the City.

NOTICES

Per W.S. 15-1-405, an annexation report and public notices were not required for the annexation. In order to be transparent, staff sent notices to 27 adjacent property owners. At the time of writing this staff report, staff received 8 phone calls inquiring about the application.

Discussion:

Before any territory is eligible for annexation, the governing body of any city or town at a hearing as provided in W.S. 15-1-405 shall find that:

- (i) An annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the city or town;
- (ii) The urban development of the area sought to be annexed would constitute a natural, geographical, economical and social part of the annexing city or town;
- (iii) The area sought to be annexed is a logical and feasible addition to the annexing city or town and the extension of basic and other services customarily available to residents of the city or town shall, within reason, be available to the area proposed to be annexed;
- (iv) The area sought to be annexed is contiguous with or adjacent to the annexing city or town, or the area meets the requirements of W.S. 15-1-407;
- (v) If the city or town does not own or operate its own electric utility, its governing body is prepared to issue one (1) or more franchises as necessary to serve the annexed area pursuant to W.S. 15-1-410; and
- (vi) The annexing city or town, not less than twenty (20) business days prior to the public hearing required by W.S. 15-1-405(a), has sent by certified mail to all landowners and affected public utilities within the territory a summary

of the proposed annexation report as required under subsection (c) of this section and notice of the time, date and location of the public hearing required by W.S. 15-1-405(a).

(b) Contiguity will not be adversely affected by the existence of a platted street or alley, a public or private right-of-way, a public or private transportation right-of-way, a lake, stream, reservoir or other natural or artificial waterway located between the annexing city or town and the land sought to be annexed.

If the city is the sole owner of any territory whether or not contiguous that it desires to annex, the governing body, by ordinance, may annex the territory to the city or town without notice or public hearing as provided in W.S. 15-1-405 and without preparing the annexation report or providing the estimates required by W.S. 15-1-402(c) and (e) and 15-1-404(a)(ii)(C) and (D). All ordinances annexing territory without notice and public hearing shall contain a statement that the territory is solely owned by the petitioning city or town.

Attachments

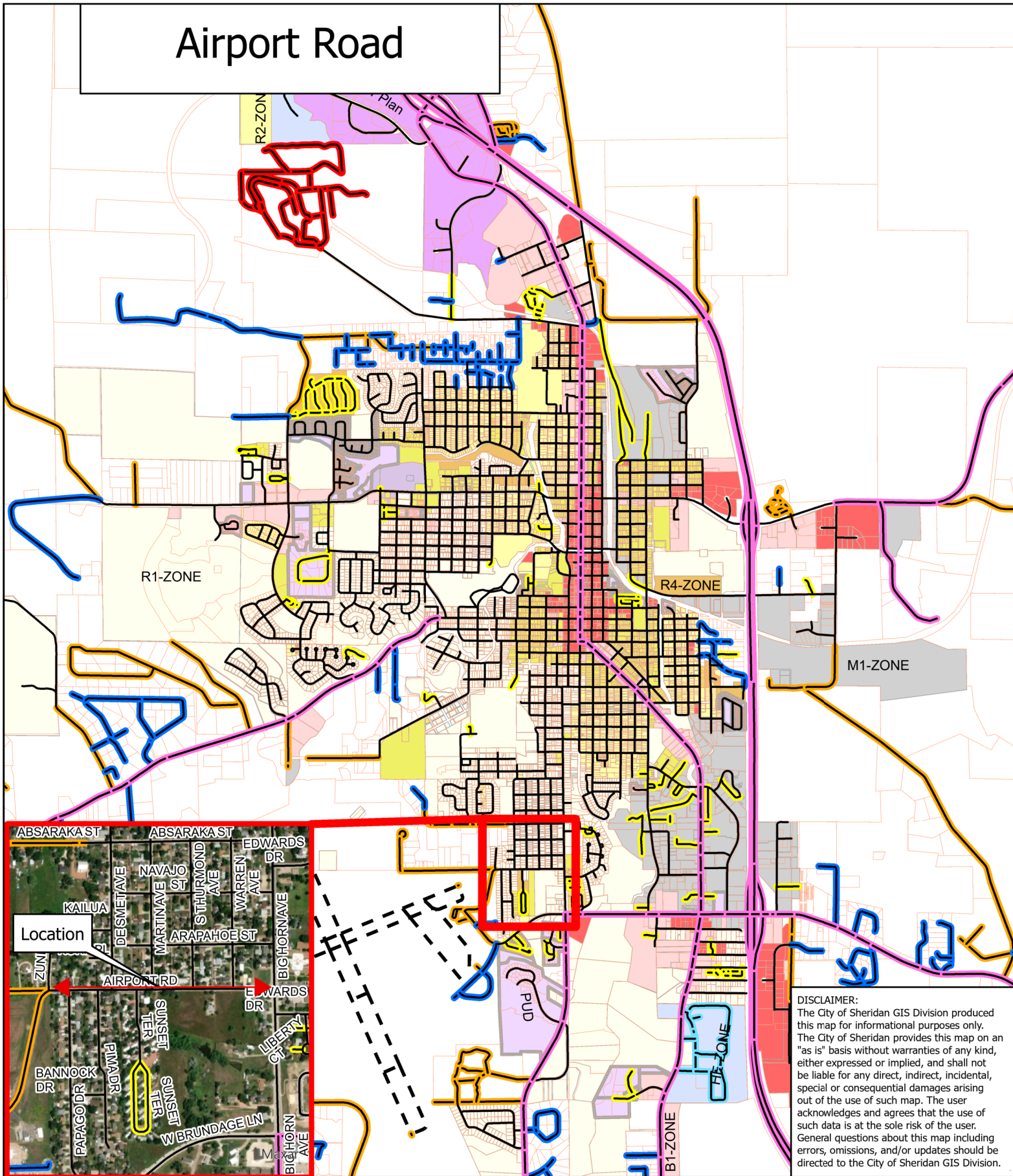
Aerial

Annexation Plat

Resolution 17-23

Ordinance 2262

Airport Road



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

Legend

Roads

- County Road
- Forest Service Road
- Private Road
- PUBLIC ROAD
- City of Sheridan Road

- Sheridan College Road
- Sheridan County Airport
- State of Wyoming Road
- VA Road
- Parcels

Zoning City

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



N

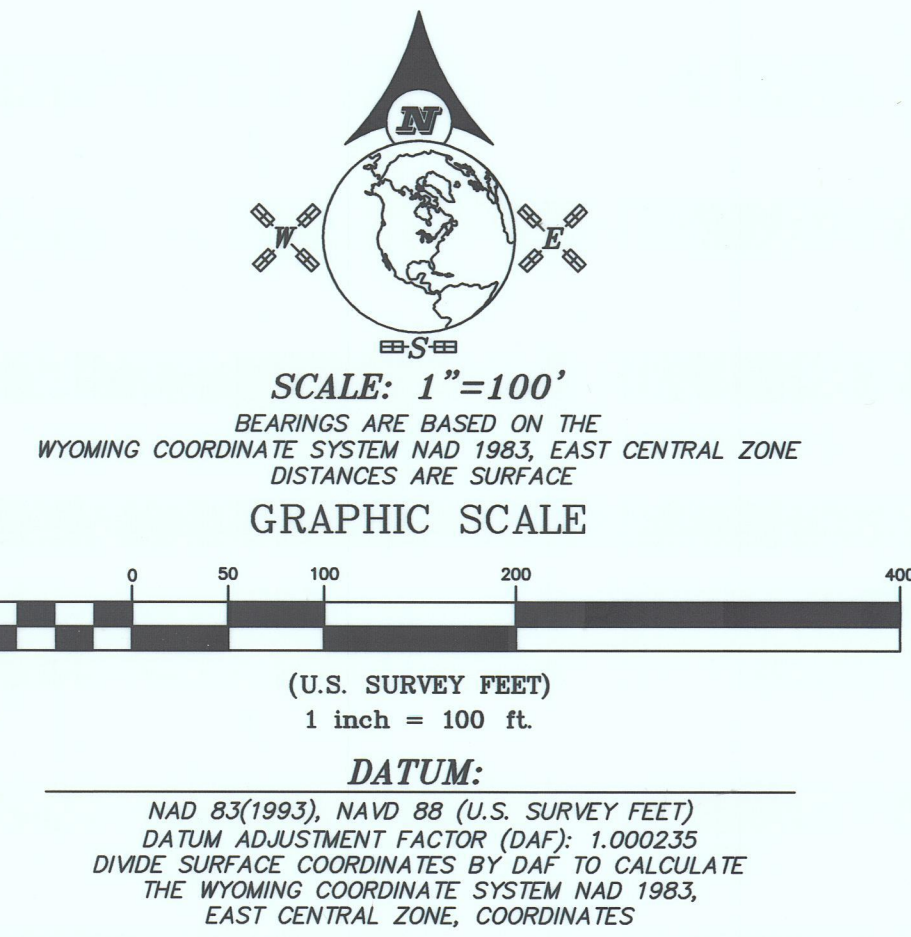
Miles 0 1/2 1

Date: 02/09/2023 8:48 AM User: sgoodman

ANNEXATION OF AIRPORT ROAD (AKA COUNTY ROAD NO. 54A)

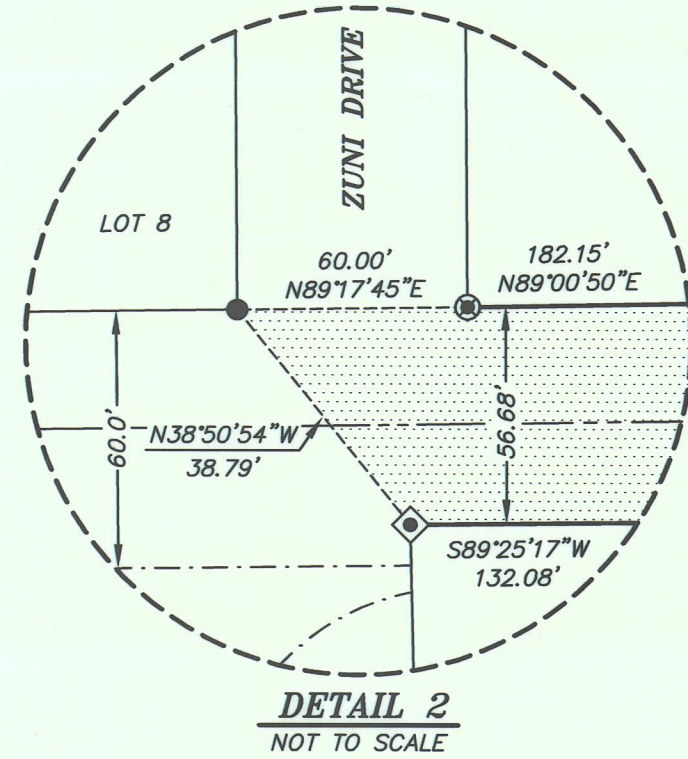
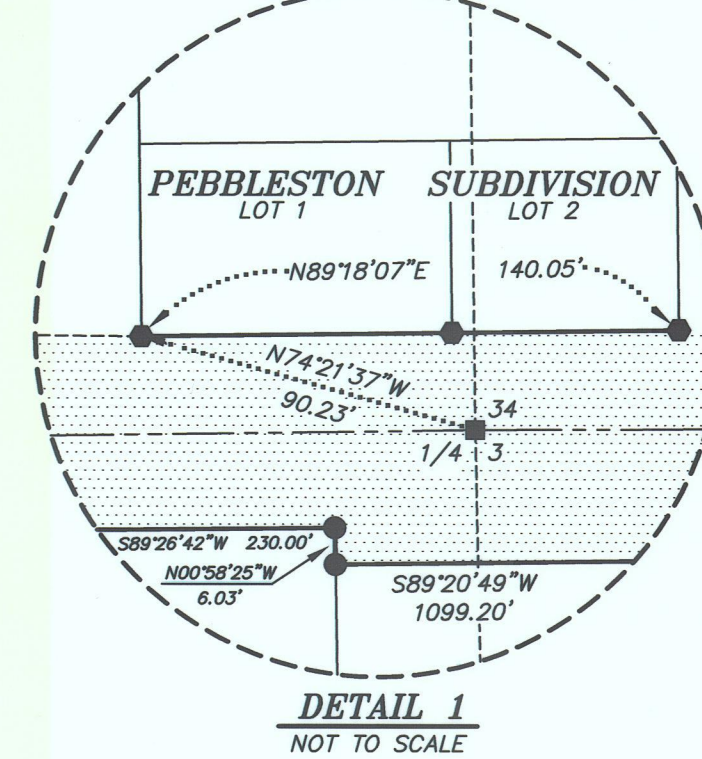
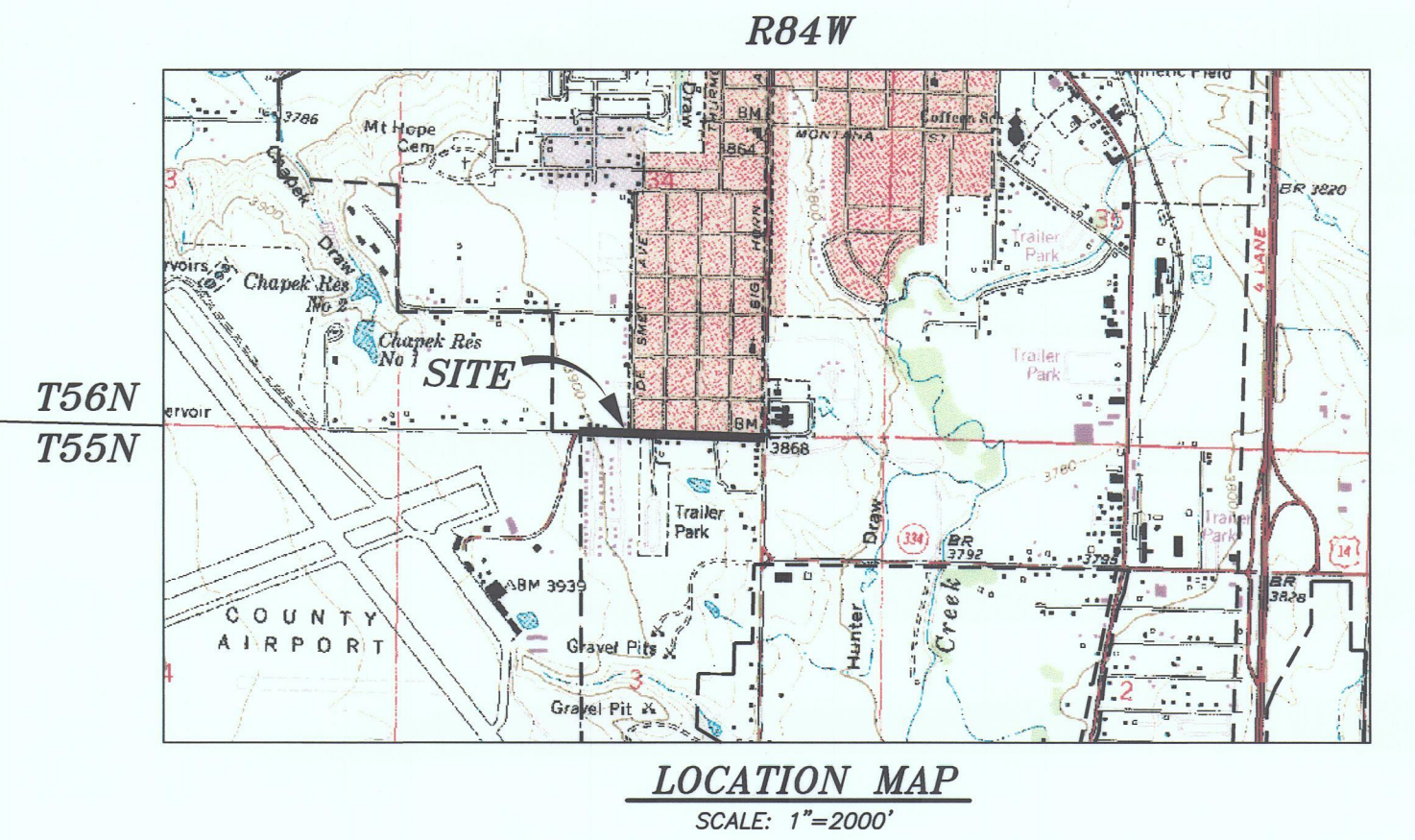
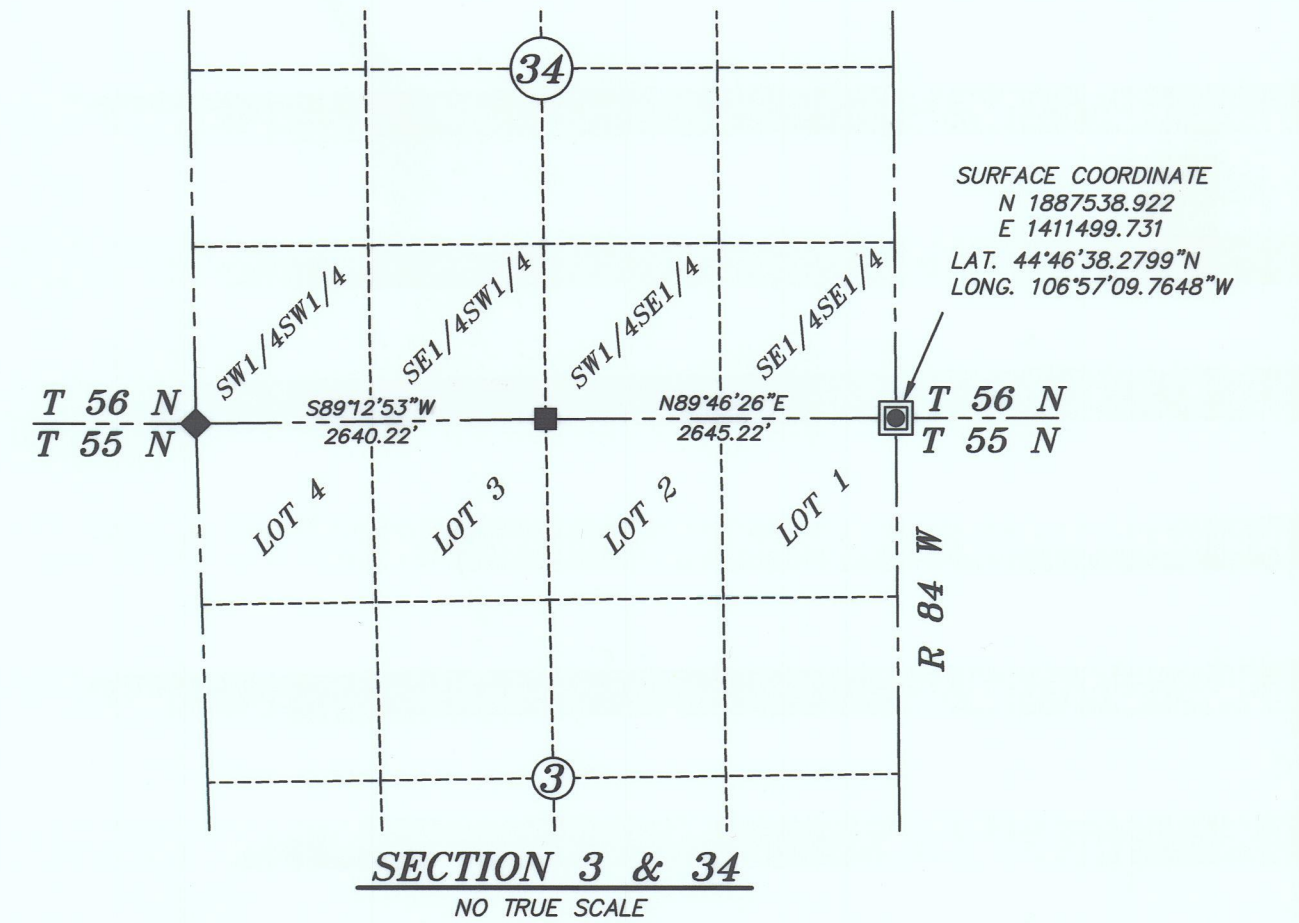
T55N, R84W - SECTION 3: N1/2 LOT 2 & N1/2 LOT 3
T56N, R84W - SECTION 34: S1/2SE1/4SW1/4 & S1/2SW1/4SE1/4,
6TH P.M., SHERIDAN COUNTY, WYOMING.

GRANVILLE ADDITION - BLOCK: 3 & 4
GRANVILLE 3RD ADDITION - LOT: 8 & 9
PEBBLESTONE SUBDIVISION - LOT: 1 & 2
ROBBINS ADDITION (AMENDED PLAT) - LOT: 17
SHERIDAN GARDENS ADDITION - BLOCK: 6, 7, 18 & 19
SKYLANE TERRACE SUBDIVISION - BLOCK: 2



LEGEND:

- FOUND 3-1/4" ALUMINUM CAP PER PLS 2615
- FOUND 3-1/4" ALUMINUM CAP PER PLS 6812
- FOUND 1-1/2" ALUMINUM CAP (UNMARKED)
- FOUND 3" BRASS CAP (UNMARKED)
- FOUND 3/8", 5/8" OR 7/8" REBAR
- FOUND 1-1/2" ALUMINUM CAP PER PLS 6594
- FOUND 1-1/2" ALUMINUM CAP PER PLS 529
- FOUND 3" BRASS CAP PER PLS 258
- FOUND HIGHWAY RIGHT-OF-WAY OR REFERENCE MONUMENT
- FOUND 2" ALUMINUM CAP PER PLS 3159
- SET 2" ALUMINUM CAP PER PLS 6812
- IRON PIN
- FOUND 2" ALUMINUM CAP PER PLS 3864 (28' WITNESS CORNER)
- CALCULATED: NOTHING FOUND/NOTHING SET
- WITNESS CORNER
- SECTION LINE
- INTERIOR SECTION LINE
- PROPERTY/TRACT/LOT LINE
- RIGHT-OF-WAY LINE
- BEARING AND DISTANCE LINE
- ANNEXATION TO THE CITY OF SHERIDAN (±2.71 ACRES)



LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE N1/2 OF LOT 2 AND THE N1/2 OF LOT 3, SECTION 34, TOWNSHIP 55 NORTH, RANGE 84 WEST, AND THE S1/2SE1/4SW1/4, S1/2SW1/4SE1/4, SECTION 34, TOWNSHIP 56 NORTH, RANGE 84 WEST, 6TH P.M., SHERIDAN COUNTY, WYOMING; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

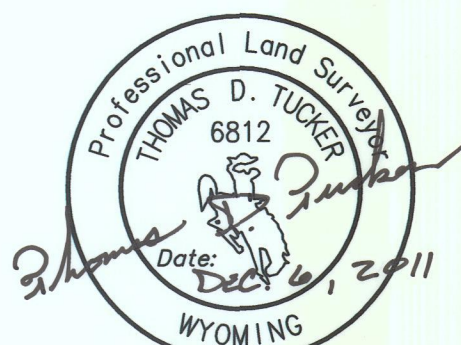
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 34 (MONUMENTED WITH A 3/4" ALUMINUM CAP PER PLS 2615); THENCE N74°21'37"W, 90.23 FEET TO THE POINT OF BEGINNING OF SAID TRACT; SAID POINT BEING THE SOUTHWEST CORNER OF PEBBLESTONE SUBDIVISION; THENCE N89°18'07"E, 140.05 FEET ALONG THE SOUTH LINE OF SAID PEBBLESTONE SUBDIVISION TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID PEBBLESTONE SUBDIVISION; THENCE N89°20'48"E, 159.85 FEET ALONG THE SOUTH LINE OF BLOCK 19, SHERIDAN GARDENS ADDITION TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID BLOCK 19, SHERIDAN GARDENS ADDITION; THENCE N89°21'32"E, 359.79 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF AIRPORT ROAD (AKA COUNTY ROAD NO. 54A)(FKA OGALLALA STREET) TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF BLOCK 18, SHERIDAN GARDENS ADDITION; THENCE N89°27'47"E, 59.83 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF BLOCK 7, SHERIDAN GARDENS ADDITION; THENCE N89°19'32"E, 660.41 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID AIRPORT ROAD (AKA COUNTY ROAD NO. 54A)(FKA OGALLALA STREET) TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF BLOCK 6, SHERIDAN GARDENS ADDITION; THENCE S03°54'29"E, 68.65 FEET TO A POINT, SAID POINT LYING ON THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 453 OF DEEDS, PAGE 528 (MONUMENTED WITH A HIGHWAY RIGHT-OF-WAY MONUMENT); THENCE S89°34'32"W, 234.81 FEET ALONG SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 453 OF DEEDS, PAGE 528 AND THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 420 OF DEEDS, PAGE 526 TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID TRACT DESCRIBED IN BOOK 420 OF DEEDS, PAGE 526; THENCE N00°45'33"W, 7.51 FEET ALONG THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 420 OF DEEDS, PAGE 526 TO A POINT, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID AIRPORT ROAD (AKA COUNTY ROAD NO. 54A)(FKA OGALLALA STREET); THENCE S89°20'49"W, 1099.20 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF AIRPORT ROAD (AKA COUNTY ROAD NO. 54A)(FKA OGALLALA STREET) TO A POINT, SAID POINT LYING ON THE EAST LINE OF GRANVILLE 3RD ADDITION; THENCE N00°58'25"W, 6.03 FEET ALONG SAID EAST LINE OF GRANVILLE 3RD ADDITION TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID GRANVILLE 3RD ADDITION; THENCE S89°26'42"W, 230.00 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF AIRPORT ROAD (AKA COUNTY ROAD NO. 54A)(FKA OGALLALA STREET) TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF BLOCK 3, GRANVILLE ADDITION; THENCE S89°26'26"W, 199.16 FEET ALONG THE NORTH LINE OF SAID BLOCK 3, GRANVILLE ADDITION TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID BLOCK 3, GRANVILLE ADDITION; THENCE S89°27'31"W, 60.00 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF BLOCK 4, GRANVILLE ADDITION; THENCE S89°25'17"W, 132.08 FEET ALONG THE NORTH LINE OF SAID BLOCK 4, GRANVILLE ADDITION TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF SAID BLOCK 4, GRANVILLE ADDITION; THENCE N38°50'54"W, 71.89 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 8, BLOCK 2, SKYLANE TERRACE SUBDIVISION; THENCE N89°17'45"E, 60.00 FEET ALONG THE SOUTH LINE OF SAID SKYLANE TERRACE SUBDIVISION TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF ZUNI DRIVE; THENCE N89°00'50"E, 182.15 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE OF AIRPORT ROAD (AKA COUNTY ROAD NO. 54A)(FKA OGALLALA STREET) TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF THE ROBBINS ADDITION, AMENDED PLAT; THENCE S89°48'03"E, 99.64 FEET ALONG THE SOUTH LINE OF SAID ROBBINS ADDITION, AMENDED PLAT TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID ROBBINS ADDITION, AMENDED PLAT; THENCE N89°53'30"E, 224.17 FEET ALONG THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 359 OF DEEDS, PAGE 349 AND THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 335 OF DEEDS, PAGE 2 TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID TRACT DESCRIBED IN BOOK 335 OF DEEDS, PAGE 2; THENCE S89°23'24"E, 50.01 FEET TO THE POINT OF BEGINNING OF SAID TRACT.

SAID TRACT CONTAINS 2.71 ACRES OF LAND, MORE OR LESS.

SURVEYOR'S CERTIFICATE

STATE OF WYOMING : ss
COUNTY OF SHERIDAN

I, THOMAS D. TUCKER, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY STATE THAT THIS PLAT REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.



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

CERTIFICATE OF RECORDER

STATE OF WYOMING : ss
COUNTY OF SHERIDAN

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT 3:38 P.M., 444 1/2 DAY OF December, 2011, AND IS DULY RECORDED IN DRAWER A, PLAT NO. 444

FEE \$ 25.00

Eda Shunk Thompson
COUNTY CLERK

STAMP RECEIVING NUMBER 2011-692754 651

ANNEXATION OF AIRPORT ROAD (AKA COUNTY ROAD NO. 54A)

CLIENT: CITY OF SHERIDAN

LOCATION: T55N, R84W - SECTION 3: N1/2 LOT 2 & N1/2 LOT 3
T56N, R84W - SECTION 34: S1/2SE1/4SW1/4 & S1/2SW1/4SE1/4,
6TH P.M., SHERIDAN COUNTY, WYOMING.

GRANVILLE ADDITION - BLOCK: 3 & 4
GRANVILLE 3RD ADDITION - LOT: 8 & 9
PEBBLESTONE SUBDIVISION - LOT: 1 & 2
ROBBINS ADDITION (AMENDED PLAT) - LOT: 17
SHERIDAN GARDENS ADDITION - BLOCK: 6, 7, 18 & 19
SKYLANE TERRACE SUBDIVISION - BLOCK: 2

B
RESTFELDT
SURVEYING
PO BOX 3082
SHERIDAN, WY 82801
307-672-7415
FAX 674-5000

JN: 2010-032
DF: 2007103_ARA
PF: 12007103
DECEMBER 6, 2011

**CITY OF SHERIDAN
RESOLUTION 17-23**

A RESOLUTION approving the Airport Road right-of-way annexation as required by W.S. § 15-1-402(c) for the proposed annexation of 2.71 acres of the Airport Road right-of-way in Sheridan County, Wyoming.

WHEREAS, staff has compiled the required information pursuant to W.S. § 15-1-402(c); and

WHEREAS, the annexation report is not required pursuant to W.S. § 15-1-407; and

WHEREAS, pursuant to W.S. § 15-1-407, notices are not required, however, staff sent notices to surrounding properties in order to be transparent;

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

1. That the proposed annexation of 2.71 acres of the Airport right-of-way situated in a portion of Airport Road lying between Bighorn Avenue and Zuni Drive in Sheridan County, Wyoming is solely owned by the City of Sheridan.
2. The area to be annexed complies with W.S. 15-1-402

Is hereby approved by vote of the City of Sheridan’s City Governing Body.

PASSED, APPROVED, AND ADOPTED this 20th day of March 2023.

Richard Bridger, Mayor

Attest:

Cecilia Good, City Clerk

State of Wyoming)
)SS
County of Sheridan)

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2023 by _____.

Notary Public

My commission expires _____.

ORDINANCE NO. 2262

AN ORDINANCE annexing a portion of the Airport Road right-of-way, located in the in the N1/2 of Lot 2 and the N1/2 of Lot3, Section3, Township 55 North, Range 84 West and the S1/2SE1/4SW1/4, S1/2SW1/4SE1/4, Section 34, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming being more particularly described below and shown on the attached Exhibit A; and zoning is not required.

WHEREAS, the owner of the below described land have petitioned the City Council for the annexation of the following described land into the City of Sheridan; and

WHEREAS, the owner has requested same said property to be zoned as part of the Woodland Creek PUD; and

WHEREAS, the Planning Commission of the City of Sheridan has recommended to the City Council that said tracts of land be annexed to the City; THEREFORE,

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

Section 1. ANNEXATION.

That the following described land is hereby annexed into the City of Sheridan, to wit:

A tract of land situated in the N1/2 of Lot 2 and the N1/2 of Lot3, Section3, Township 55 North, Range 84 West and the S1/2SE1/4SW1/4, S1/2SW1/4SE1/4, Section 34, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming. Said tract contains 118,048 square feet or 2.71 acres of land, more or less.

Section 2. ZONING

That the above described land is dedicated public right-of-way.

Section 3. FINDINGS.

That the City Council resolves and makes the following findings in accordance with Wyoming State Statute 15-1-402 and Sheridan City Code Appendix B§804:

Annexation

- (i.) The annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the city or town;
- (ii) The urban development of the area sought to be annexed would constitute a natural, geographical, economical and social part of the annexing city or town;
- (iii) The area sought to be annexed is a logical and feasible addition to the annexing city or town and the extension of basic and other services customarily available to residents of the city or town shall, within reason, be available to the area proposed to be annexed;
- (iv) The area sought to be annexed is contiguous with or adjacent to the annexing city or town, or the area meets the requirements of W.S. 15-1-407;
- (v) If the city or town does not own or operate its own electric utility, its

governing body is prepared to issue one (1) or more franchises as necessary to serve the annexed area pursuant to W.S. 15-1-410; and

- (vi) If the city is the sole owner of any territory whether or not contiguous that it desires to annex, the governing body, by ordinance, may annex the territory to the city or town without notice or public hearing as provided in W.S. 15-1-405 and without preparing the annexation report or providing the estimates required by W.S. 15-1-402(c) and (e) and 15-1-404(a)(ii)(C) and (D). All ordinances annexing territory without notice and public hearing shall contain a statement that the territory is solely owned by the petitioning city or town.
- (vii) Though noticing was not required, staff sent a mailed notice to adjacent property owners in order to be transparent during the annexation process.

Section 4. SEVERABILITY.

If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, than all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 5. EFFECTIVE DATE.

That this ordinance shall be in full force on April 17, 2023.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2023

Richard Bridger, Mayor

ATTEST:

Cecilia Good, City Clerk

State of Wyoming)
)SS
County of Sheridan)

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2023 by _____.

Notary Public

My commission expires _____.



CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

Project Name: Consideration of Resolution 16-23, Annex 14,308 sq ft of Holloway Ave. Right of Way - Public Works Director Hanns Mercer
From: Hanns Mercer, Public Works Director
To: Mayor and Council
CC:
Date: 03/23/2023

Recommendation:

Staff recommends approval of PL-23-4, Ordinance 2261 and Resolution 16-23. The City of Sheridan is requesting to annex 41,308 square feet of Holloway Ave. right of way. Located between 13th St. and 15th St. on Holloway Ave.

Background:

The applicant, City of Sheridan, is requesting to annex 41,308 square feet of Holloway Avenue right of way. The proposed annexation is a 60-foot wide ROW, located between 13th Street and 15th St. on Holloway Avenue. The proposed ROW is part of the Downers Addition Subdivision, platted in 1912. Water and sewer utility lines exist in the ROW. The property was conveyed to the City, but was never properly annexed from Sheridan County. The proposed annexation is clean up the existing record. NOTICES Per W.S. 15-1-405, an annexation report and public notices were not required for the annexation. In order to be transparent, staff sent notices to 14 adjacent property owners. At the time of writing this staff report, staff received 8 phone calls inquiring about the application.

Discussion:

Before any territory is eligible for annexation, the governing body of any city or town at a hearing as provided in W.S. 15-1-405 shall find that: (i) An annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the city or town; (ii) The urban development of the area sought to be annexed would constitute a natural, geographical, economical and social part of the annexing city or town; (iii) The area sought to be annexed is a logical and feasible addition to the annexing city or town and the extension of basic and other services customarily available to residents of the city or town shall, within reason, be available to the area proposed to be annexed; (iv) The area sought to be annexed is contiguous with or adjacent to the annexing city or town, or the area meets the requirements of W.S. 15-1-407; (v) If the city or town does not own or operate its own electric utility, its governing body is prepared to issue one (1) or more franchises as necessary to serve the annexed area pursuant to W.S. 15-1-410; and (vi) The annexing city or town, not less than twenty (20) business days prior to the public hearing required by W.S. 15-1-405(a), has sent by certified mail to all landowners and affected public utilities within the territory a summary of the proposed annexation report as required under subsection (c) of this section and notice of the time, date and location of the public hearing required by W.S. 15-1-405(a). (b) Contiguity will not be adversely affected by the existence of a platted street or alley, a public or private right-of-way, a public or private transportation right-of-way, a lake, stream, reservoir or other natural or artificial waterway located between the annexing city or town and the land sought to be annexed. If the city is the sole owner of any territory whether or not contiguous that it desires to annex, the governing body, by ordinance, may annex the territory to the city or town without notice or public hearing as provided in W.S. 15-1-405 and without preparing the annexation

report or providing the estimates required by W.S. 15-1-402(c) and (e) and 15-1-404(a)(ii)(C) and (D). All ordinances annexing territory without notice and public hearing shall contain a statement that the territory is solely owned by the petitioning city or town.

Attachments

Resolution 16-23

CITY OF SHERIDAN
RESOLUTION 16-23

A RESOLUTION approving the Holloway Avenue right-of-way annexation as required by W.S. § 15-1-402(c) for the proposed annexation of 14,308 square feet of the Holloway Avenue right-of-way in Sheridan County, Wyoming.

WHEREAS, staff has compiled the required information pursuant to W.S. § 15-1-402(c); and

WHEREAS, the annexation report is not required pursuant to W.S. § 15-1-407; and

WHEREAS, pursuant to W.S. § 15-1-407, notices are not required, however, staff sent notices to surrounding properties in order to be transparent;

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

1. That the proposed annexation of 14,308 square feet of the Holloway Avenue right-of-way situated in a portion of Holloway Avenue lying between Thirteenth Street and Fifteenth Street in the Downer’s Addition, Sheridan County, Wyoming is solely owned by the City of Sheridan.

Is hereby approved by vote of the City of Sheridan’s City Governing Body.

PASSED, APPROVED, AND ADOPTED this 20th day of March 2023.

Richard Bridger, Mayor

Attest:

Cecilia Good, City Clerk

State of Wyoming)
)SS
County of Sheridan)

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2023 by _____.

Notary Public

My commission expires _____.



CITY OF SHERIDAN, WYOMING

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

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

Planning

MEMORANDUM

Project: Consideration of First Reading for PL-23-4, Ordinance 2261, Annex 14,308 sq ft of Holloway Ave.
Name: Right of Way - Public Works Director Hanns Mercer
From: Wade Sanner, Community Development Director
To: Mayor and Council
CC:
Date: 02/15/2023

Recommendation:

Staff recommends approval of PL-23-4, Ordinance 2261 and Resolution 16-23. The City of Sheridan is requesting to annex 41,308 square feet of Holloway Ave. right of way. Located between 13th St. and 15th St. on Holloway Ave.

Background:

The applicant, City of Sheridan, is requesting to annex 41,308 square feet of Holloway Avenue right of way. The proposed annexation is a 60-foot wide ROW, located between 13th Street and 15th St. on Holloway Avenue. The proposed ROW is part of the Downers Addition Subdivision, platted in 1912. Water and sewer utility lines exist in the ROW. The property was conveyed to the City, but was never properly annexed from Sheridan County. The proposed annexation is clean up the existing record.

NOTICES

Per W.S. 15-1-405, an annexation report and public notices were not required for the annexation. In order to be transparent, staff sent notices to 14 adjacent property owners. At the time of writing this staff report, staff received 8 phone calls inquiring about the application.

Discussion:

Before any territory is eligible for annexation, the governing body of any city or town at a hearing as provided in W.S. 15-1-405 shall find that:

- (i) An annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the city or town;
- (ii) The urban development of the area sought to be annexed would constitute a natural, geographical, economical and social part of the annexing city or town;
- (iii) The area sought to be annexed is a logical and feasible addition to the annexing city or town and the extension of basic and other services customarily available to residents of the city or town shall, within reason, be available to the area proposed to be annexed;
- (iv) The area sought to be annexed is contiguous with or adjacent to the annexing city or town, or the area meets the requirements of W.S. 15-1-407;
- (v) If the city or town does not own or operate its own electric utility, its governing body is prepared to issue one (1) or more franchises as necessary to serve the annexed area pursuant to W.S. 15-1-410; and
- (vi) The annexing city or town, not less than twenty (20) business days prior to the public hearing required by W.S.

15-1-405(a), has sent by certified mail to all landowners and affected public utilities within the territory a summary of the proposed annexation report as required under subsection (c) of this section and notice of the time, date and location of the public hearing required by W.S. 15-1-405(a).

(b) Contiguity will not be adversely affected by the existence of a platted street or alley, a public or private right-of-way, a public or private transportation right-of-way, a lake, stream, reservoir or other natural or artificial waterway located between the annexing city or town and the land sought to be annexed.

If the city is the sole owner of any territory whether or not contiguous that it desires to annex, the governing body, by ordinance, may annex the territory to the city or town without notice or public hearing as provided in W.S. 15-1-405 and without preparing the annexation report or providing the estimates required by W.S. 15-1-402(c) and (e) and 15-1-404(a)(ii)(C) and (D). All ordinances annexing territory without notice and public hearing shall contain a statement that the territory is solely owned by the petitioning city or town.

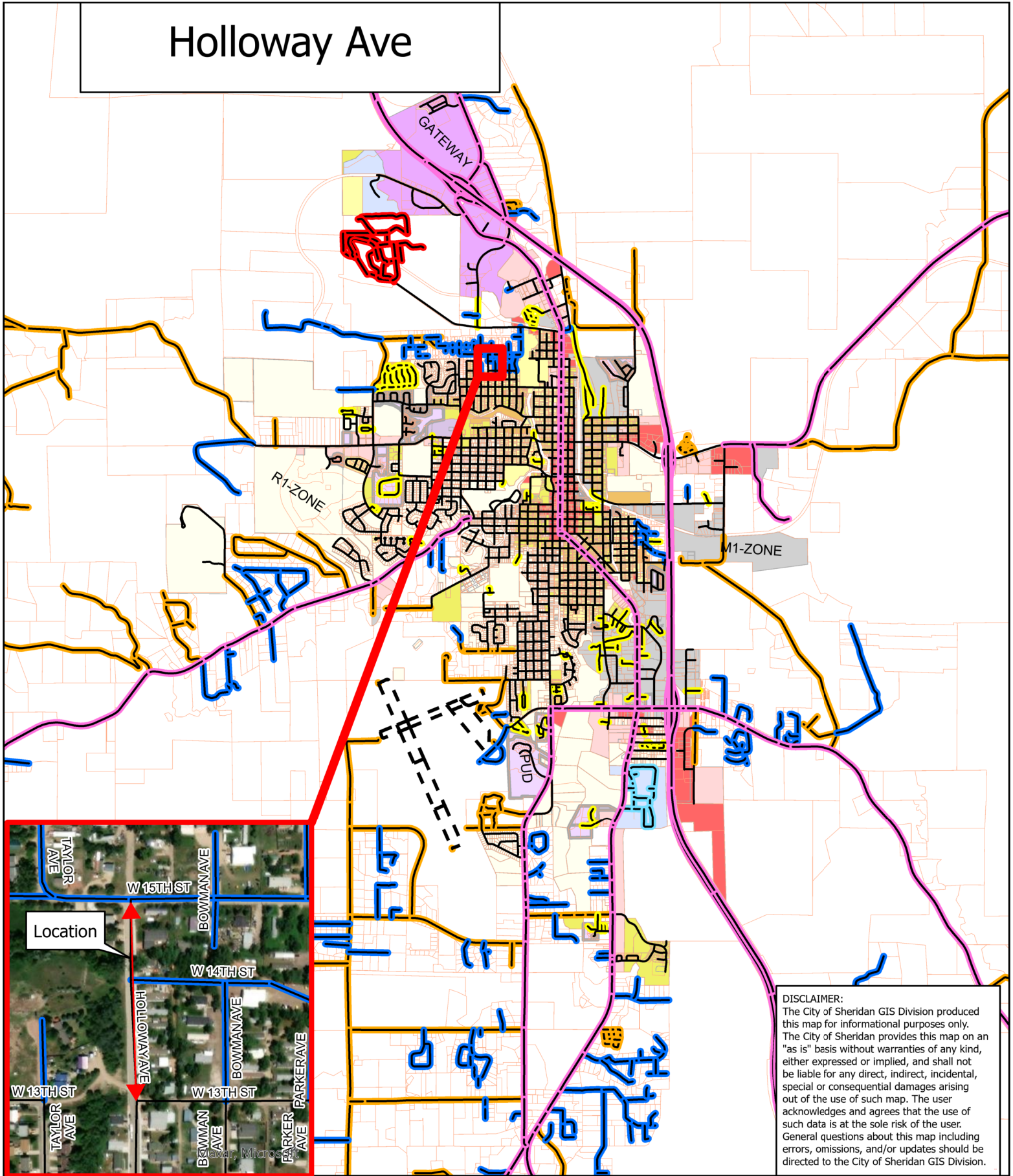
Attachments

Aerial

Annexation Plat

Ordinance 2261

Holloway Ave



Legend

Roads

- County Road
- Forest Service Road
- Private Road
- PUBLIC ROAD
- City of Sheridan Road

- Sheridan College Road
- Sheridan County Airport
- State of Wyoming Road
- VA Road
- Parcels

Zoning City

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



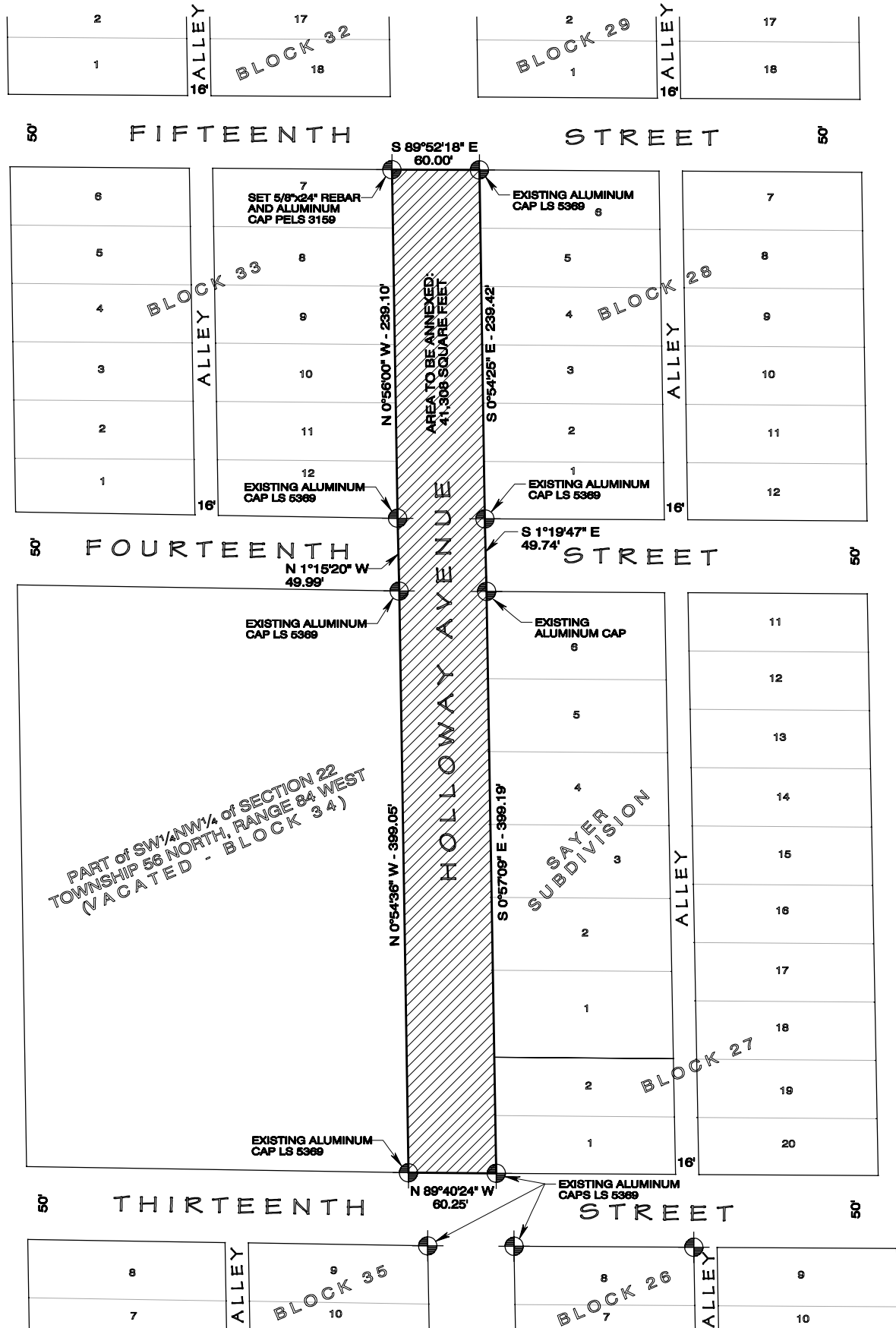
Miles 0 0.65 1.3

Date: 02/10/2023 2:31 PM User: sgoodman

DETAIL

SCALE : 1" = 100'

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



CERTIFICATE of SURVEYOR

State of Wyoming } ss
County of Sheridan }

I, David L. Randall, of Sheridan, Wyoming being a duly registered Professional Engineer and Land Surveyor in the State of Wyoming do hereby certify that this map was made from field notes of an actual survey performed by me or under my direct supervision in July and August of 2022 and from records on file in the Sheridan County Clerk's office.
This map correctly represents all data shown hereon.

Registration No. 3159 PE & LS

CIVIL ENGINEER and LAND SURVEYOR

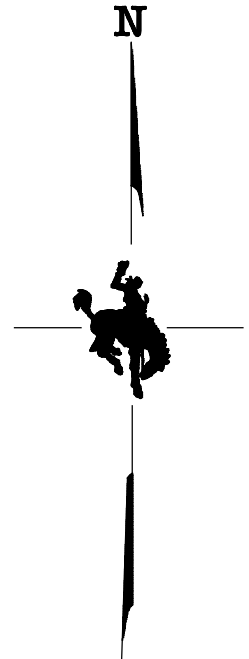
CERTIFICATE of RECORDER

State of Wyoming } ss
County of Sheridan }

This map was filed for record in the Office of the Clerk and Recorder at _____ O'Clock _____ M., this _____ day of _____, 2022, and is duly recorded in Book _____, Page No. _____.
Receiving Number _____.

COUNTY CLERK

LOCATION
SCALE : 1" = 1000'



MAP
to ACCOMPANY
PETITION for ANNEXATION
of a
TRACT of LAND
being
HOLLOWAY AVENUE
between
THIRTEENTH STREET and FIFTEENTH STREET
in the
DOWNER'S ADDITION
SHERIDAN COUNTY, WYOMING
for the
CITY of SHERIDAN
55 GRINNELL PLAZA
SHERIDAN, WY 82801

DRAWN BY REX RANDALL - AUGUST 3, 2022
RANDALL ENGINEERING SURVEYS - SHERIDAN, WYOMING

ORDINANCE NO. 2261

AN ORDINANCE annexing a portion of the Holloway Avenue right-of-way, located between Thirteenth and Fifteenth Street, Sheridan County, Wyoming being more particularly described below and shown on the attached Exhibit; and zoning is not required.

WHEREAS, the owner of the below described land have petitioned the City Council for the annexation of the following described land into the City of Sheridan; and

WHEREAS, the owner has requested same said property to be zoned as part of the Woodland Creek PUD; and

WHEREAS, the Planning Commission of the City of Sheridan has recommended to the City Council that said tracts of land be annexed to the City; THEREFORE,

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

Section 1. ANNEXATION.

That the following described land is hereby annexed into the City of Sheridan, to wit:

A tract of land being that portion of Holloway Avenue lying between Thirteenth Street and Fifteenth Street in the Downer's Addition, Sheridan County, Wyoming; more particularly described as follows:

Beginning at the Southwest Corner of Lot 1, Block 27, said Downer's Addition, thence N 89°40'24" W for a distance of 60.25 feet to the West Right-of-Way line of Holloway Avenue; thence along said West line on a bearing of N 0°54'36" W for a distance of 399.05 feet to a point on the South line of Fourteenth Street; thence along said West line of Holloway Avenue on a bearing of N 1°15'20" W for a distance of 49.99 feet the Southeast Corner of Lot 12, Block 33 of said Downer's Addition; thence N 0°56'00" W for a distance of 239.10 feet to the Northeast Corner of Lot 7, said Block 33; thence along the South line of Fifteenth Street on a bearing of S 89°52'18" E for a distance of 60.00 feet to the Northwest Corner of Lot 6, Block 28 of said Downer's Addition; thence along the East line of Holloway on a bearing of S 0°54'25" E for a distance of 239.42 feet to the Southwest Corner of Lot 1, said Block 28; thence S 1°19'47" E for a distance of 49.74 feet to the Northwest Corner of Lot 6 of the Sayer Subdivision in Sheridan County, Wyoming; thence along the East line of Holloway Avenue on a bearing of S 0°57'09" E for a distance of 399.19 feet to the point of beginning.

Said tract of land contains 41,308 Square Feet.

Section 2. ZONING

That the above described land is dedicated public right-of-way.

Section 3. FINDINGS.

That the City Council resolves and makes the following findings in accordance with Wyoming State Statute 15-1-402 and Sheridan City Code Appendix B§804:

Annexation

- (i.) The annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the city or town;
- (ii) The urban development of the area sought to be annexed would constitute a natural, geographical, economical and social part of the annexing city or town;
- (iii) The area sought to be annexed is a logical and feasible addition to the

annexing city or town and the extension of basic and other services customarily available to residents of the city or town shall, within reason, be available to the area proposed to be annexed;

- (iv) The area sought to be annexed is contiguous with or adjacent to the annexing city or town, or the area meets the requirements of W.S. 15-1-407;
- (v) If the city or town does not own or operate its own electric utility, its governing body is prepared to issue one (1) or more franchises as necessary to serve the annexed area pursuant to W.S. 15-1-410; and
- (vi) If the city is the sole owner of any territory whether or not contiguous that it desires to annex, the governing body, by ordinance, may annex the territory to the city or town without notice or public hearing as provided in W.S. 15-1-405 and without preparing the annexation report or providing the estimates required by W.S. 15-1-402(c) and (e) and 15-1-404(a)(ii)(C) and (D). All ordinances annexing territory without notice and public hearing shall contain a statement that the territory is solely owned by the petitioning city or town.
- (vii) Though noticing was not required, staff sent a mailed notice to adjacent property owners in order to be transparent during the annexation process.

Section 4. SEVERABILITY.

If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, than all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 5. EFFECTIVE DATE.

That this ordinance shall be in full force on April 17, 2023.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2023

Richard Bridger, Mayor

ATTEST:

Cecilia Good, City Clerk

State of Wyoming)
)SS
County of Sheridan)

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 2023 by _____.

Notary Public

My commission expires _____.



CITY OF SHERIDAN, WYOMING

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

Attorney

MEMORANDUM

Project Name: Consideration of Opioid Settlement Agreement - City Attorney Brendon Kerns

From: Brendon Kerns, City Attorney

To: Mayor and Council

CC:

Date:

Recommendation:

See attached agreement.

Attachments

Opioid Agreement

OneWyo II Opioid Settlement

Memorandum of Agreement

Whereas, Pharmaceutical Supply Chain Participants have contributed to the opioid epidemic, which has in turn harmed the people and communities of the State of Wyoming.

Whereas, the State of Wyoming, through its Attorney General, and certain Participating Local Governments are separately engaged in investigation, litigation, and settlement discussions seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage they have caused in Wyoming.

Whereas, other Participating Local Governments, while not engaged in separate litigation, have supported the State's efforts in the legal fight against the opioid crisis.

Whereas, the State and all Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants' misconduct throughout the State of Wyoming.

Whereas, jointly approaching Settlements with Pharmaceutical Supply Chain Participants benefits all Parties by improving the likelihood of successful Settlement and maximizing the recovery from any such Settlement.

Whereas, specifically, the State and Participating Local Governments anticipate that Settlements with major Pharmaceutical Supply Chain Participants will take the form of a national resolution (National Settlement Agreement) and Wyoming's share of any such resolution will be maximized only if Wyoming's political subdivisions of a certain size participate in the National Settlement.

Whereas, the State and Participating Local Governments intend this agreement to facilitate their compliance with the terms of any National Settlement Agreement.

Whereas, the State and Participating Local Governments anticipate that the National Settlement Agreement will provide a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of payments (State-Subdivision Agreement).

Whereas, the State and Participating Local Governments intend this agreement to serve as a State-Subdivision Agreement under any Settlement.

Whereas, the aforementioned investigation and litigation have caused some Pharmaceutical Supply Chain Participants to declare bankruptcy, and they may cause additional Pharmaceutical Supply Chain Participants to declare bankruptcy in the future.

Whereas, the State and Participating Local Governments intend this agreement to serve as a State-Subdivision Agreement under resolutions of relevant claims against Pharmaceutical Supply Chain Participants entered in bankruptcy court that provide payments to both the State and its subdivisions and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement (Bankruptcy Resolution).

Now, therefore, in consideration of the foregoing, the State and its Participating Local Governments, enter into this “OneWyo II Opioid Settlement Memorandum of Agreement” (MOA) relating to the allocation and use of the proceeds of any Settlement as described in this MOA.

I. Definitions

As used in this MOA:

- A.** “Approved Use(s)” means any opioid or co-occurring substance use disorder related strategies, projects, or programs that fall within, or are reasonably related or otherwise consistent with, the list of uses set out in Exhibit A, attached hereto and incorporated herein by reference.
- B.** “Bankruptcy Resolution” takes the meaning set out in the above recitals.
- C.** “Localized Share” takes the meaning set out in Section II of this MOA.
- D.** “National Settlement Agreement” takes the meaning set out in the above recitals.
- E.** “Opioid Funds” means the monetary amounts obtained through a Settlement as defined in this MOA, but does not include any separate fund or other device described in Section V of this MOA for the payment of any attorneys’ fees and expenses incurred in litigating against any Pharmaceutical Supply Chain Participant. Also not included are any funds made available in a National Settlement Agreement or any Bankruptcy Resolution for the reimbursement of the United States Government.
- F.** “Participating Local Governments” means all counties, cities, and towns within the geographic boundaries of the State of Wyoming that have signed this MOA. The Participating Local Governments may be referred to separately in this MOA as “Participating Count(ies)” and “Participating Cit(ies).”
- G.** “Parties” means the State of Wyoming and all Participating Local Governments.
- H.** “Pharmaceutical Supply Chain” means the process and channels through which opioids or opioid products are manufactured, marketed, promoted, distributed, or dispensed.

- I. “Pharmaceutical Supply Chain Participant” means any entity that engages in or has engaged in the manufacturing, marketing, promotion, distribution, or dispensing of opioids.
- J. “Settlement” means the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Governments, specifically including the National Settlement Agreements involving Allergan, Teva, CVS, Walgreens, and Walmart, as well as, any and all future settling Pharmaceutical Supply Chain Participants.
- K. “State-Subdivision Agreement” takes the meaning set out in the above recitals.
- L. “Statewide Share” takes the meaning set out in Section II of this MOA.
- M. “The State” means the State of Wyoming acting by and through its Attorney General.

II. Allocation of Opioid Funds

- A. All Opioid Funds will be divided proportionally with 35% allocated to the State (Statewide Share) and 65% allocated to the Participating Local Governments (Localized Share) with the sole exception as to the Teva Settlement Agreement. In only the Teva Settlement Agreement, Opioid Funds will be divided proportionally with 25% allocated to the State (Statewide Share) and 75% allocated to the Participating Local Governments (Localized Share).
- B. The Localized Share will be allocated to the Participating Local Governments in the proportions set out in Exhibit B, attached hereto and incorporated herein by reference, which is based upon the opioid negotiation class model developed in connection with *In re: Nat’l Prescription Opiate Litigation*, MDL 2804 (N.D. Ohio). The proportions set forth in Exhibit B provide payments to (1) all Wyoming counties, and (2) all Wyoming cities and towns with populations over 10,000 based on the United States Census Bureau’s Vintage 2019 population totals.
- C. If a county or city listed on Exhibit B does not join this MOA, then that non-Participating Local Government’s allocation of the Localized Share as identified in Exhibit B will be reallocated to the Localized Share to be distributed in accordance with the remaining proportions set for in Exhibit B.
- D. Any Participating Local Government allocated a share in Exhibit B may elect to direct its share of current or future annual distributions of Localized Share Funds to the Statewide Share.

III. Use of Opioid Funds

- A.** Regardless of allocation, all Opioid Funds must be used in a manner consistent with the Approved Uses definition, or a substantially similar definition memorialized in a subsequent Settlement that becomes an order of a court. No Opioid Funds will be used as restitution for past expenditures. Rather, Opioid Funds must be used in a present and forward-looking manner to actively abate and alleviate the impacts of the opioid crisis and co-occurring substance abuse in Wyoming. Compliance with these requirements will be verified through Section VI's reporting requirements.
- B.** The Statewide Share must be used only for (1) Approved Uses within the State of Wyoming or (2) grants for Approved Uses within the State of Wyoming. The State of Wyoming, Department of Health will serve as the lead agency responsible for distributing and using the Statewide Share in a manner that in its judgment will best address the opioid crisis within the State.
- C.** The Localized Share must be used only for (1) Approved Uses by Participating Local Governments or (2) grants for Approved Uses.
- D.** Each Participating County shall regularly consult with and receive input from its constituent cities and towns regarding effective distribution and use of the Localized Share Funds. Each Participating County shall make reasonable and good faith efforts to not only secure the collaboration of each of its constituent cities and towns, but also to use the Opioid Funds in a manner that benefits the residents of each constituent city and town, regardless of population.
- E.** Notwithstanding any term of this MOA, Participating Local Governments may collaborate with local governments both within and beyond their borders for the purpose of more effectively using Opioids Funds to abate the opioid crisis.

IV. Method of Distribution of Opioid Funds

- A.** Unless newly-enacted legislation or the terms of a Settlement that becomes an order of a court provides otherwise, the Statewide Share will be distributed to the Wyoming Department of Health through the Wyoming Attorney General acting as trustee, agent, or attorney-in-fact to hold and distribute such amount, under Wyo. Stat. Ann. § 9-1-639(a), exclusively for abating the opioid crisis throughout Wyoming.
- B.** Unless newly-enacted legislation or the terms of a Settlement that becomes an order of a court provides otherwise, the Localized Share will be distributed directly to each Participating Local Government in accordance with the terms of any Settlement. In the event that a Settlement does not provide for direct

distribution to a Participating Local Government, the Localized Share will be distributed to each Participating Local Government by the Wyoming Attorney General acting as trustee, agent, or attorney-in-fact to hold and distribute such amount, under Wyo. Stat. Ann. § 9-1-639(a), exclusively for abating the opioid crisis throughout Wyoming. If the Localized Share is to be distributed by the Wyoming Attorney General, each Participating Local Government shall designate a lead contact or agency for the purposes of receiving its portion of the Localized Share. This designation shall be made in writing to the Attorney General within a sufficiently reasonable time to allow orderly distribution of Opioid Funds.

V. Payment of Counsel and Expenses

- A.** The Parties anticipate that as part of the National Settlement Agreement or a Bankruptcy Resolution, the Pharmaceutical Supply Chain Participants or courts in *In re: Nat'l Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) will create common benefit funds or similar devices (i.e. contingency fee funds), to compensate attorneys for services rendered and expenses incurred in litigating against certain Pharmaceutical Supply Chain Participants. The State and any Participating Local Government may secure the payment of attorneys' fees—whether contingent, hourly, fixed, or otherwise—and expenses related to litigation against Pharmaceutical Supply Chain Participations from such separate funds.
- B.** The State of Wyoming will secure payment of its attorneys' fees and expenses related to litigation against the Pharmaceutical Supply Chain Participants from such separate funds. No attorneys' fees or expenses relating to the State of Wyoming's investigation and litigation of the Pharmaceutical Supply Chain Participants will be paid from the Statewide Share. Similarly, no attorneys' fees or expenses related to the representation of any Participating Local Government in litigation against any Pharmaceutical Supply Chain Participant will be paid from the Statewide Share. Rather, the Statewide Share will be used exclusively to abate and alleviate the opioid crisis consistent with the terms of this MOA.
- C.** In accordance with Judge Polster's August 6, 2021 Order in *In re: Nat'l Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), contingency fee agreements related to litigation against any Pharmaceutical Supply Chain Participant entered into by a Participating Local Government are capped at a total of fifteen percent (15%) of the amount that will be received by the represented Participating Local Government. Counsel for any Participating Local Government is required to first seek payment of that fifteen percent

(15%) through such separate common benefit or contingency fee fund before seeking any additional payment. To the extent that counsel does not receive the full fifteen percent (15%) from any separately established common benefit or contingency fee fund, counsel may seek the difference from the represented Participating Local Government if authorized under their representation/contingency fee agreement with the Participating Local Government. In no event shall counsel be entitled to payment of fees in excess of fifteen percent (15%) of the amount actually received by the represented Participating Local Government.

VI. Compliance Certification and Reporting

- A.** The provisions of this Section VI will apply unless newly-enacted legislation or a subsequent Settlement that becomes an order of a court imposes superseding requirements.
- B.** Before receiving any disbursement under this MOA, each Participating Local Government must certify to the Attorney General that it will allocate and use Opioid Funds in accordance with this MOA on projects, programs, and strategies that constitute Approved Uses.
- C.** By January 31 of each calendar year, each Participating Local Government shall certify to the Attorney General that all Opioid Funds expended during the preceding calendar year were used in accordance with this MOA on projects, programs, and strategies that constitute Approved Uses. In submitting this certification, each Participating Local Government shall include a report detailing for the preceding calendar year: (1) the amount of the Localized Share received by the Participating Local Government; (2) the amount of Localized Share expended by the Participating Local Government—broken down by funded project, program, or strategy; and (3) the amount of any allocations awarded by the Participating Local Government—listing the recipients, amounts awarded, amounts disbursed, disbursement terms, and the projects, programs, or strategies funded. This report is only required if the Participating Local Government actually expended Opioid Funds during the preceding calendar year. Future Localized Share payments to a Participating Local Government that is delinquent in providing this certification and report shall be delayed until that Participating Local Government submits the required certification and report.
- D.** If a Participating Local Government uses Opioid Funds on non-Approved Uses, it shall have sixty (60) days after discovery of the expenditure to cure the unapproved expenditure through payment of such amount for opioid remediation activities through amendment or repayment.

- E.** If a Participating Local Government has used Opioid Funds for non-Approved Uses, and has not cured the unapproved use as allowed above, future Localized Share payments to that Participating Local Government shall be reduced by an amount equal to the inconsistent expenditures, and if the inconsistent expenditure is greater than the expected future stream of payments of the Participating Local Government, the Attorney General may initiate a process up to and including litigation to recover and redistribute the overage among eligible Participating Local Governments. Any recovery or redistribution shall be distributed consistent with Section II of this MOA. The Attorney General may recover from the Participating Local Government who failed to cure the unapproved use any litigation fees, costs, and expenses incurred to recover such funds.
- F.** By January 31 of each calendar year, the State shall publish online a report detailing for the preceding calendar year: (1) the amount of the Statewide Share received; (2) the amount of the Statewide Share expended by the Department of Health—broken down by funded strategy, project, or program; and (3) the amount of any grants awarded—listing the recipients, amounts awarded, amounts disbursed, disbursement terms, and programs, strategies, and projects funded.

VII. Effectiveness

- A.** This MOA shall become effective at the time a sufficient number of counties and municipalities within the geographic boundaries of the State of Wyoming have signed this MOA to qualify this MOA as a State-Subdivision Agreement under a National Settlement Agreement involving Allergan, Teva, CVS, Walgreens, or Walmart, as well as, any and all future settling Pharmaceutical Supply Chain Participants. If this MOA does not thereby qualify as a State-Subdivision Agreement, this MOA will have no effect.
- B.** This MOA is effective until one year after the last date on which any Participating Local Government spends Opioid Funds pursuant to Settlements.

VIII. Amendments

- A.** The Parties agree to make such amendments as necessary to implement the intent of this MOA or as are required by the final provisions of any National Settlement Agreement or Bankruptcy Resolution. The State will provide written notice of any necessary amendments to all the previously joining Parties. Any previously joining Party will have two-weeks after notice of the necessary amendments to withdraw from the MOA. The amendments will be effective to any Party that does not withdraw.

- B. The Parties agree to engage in the amendment process above in good faith.

IX. General Provisions

- A. The purposes of this MOA are to serve as a State-Subdivision Agreement under any Settlement or Bankruptcy Resolution and to permit the Parties to cooperate in resolving claims against Pharmaceutical Supply Chain Participants and to distribute any Opioid Funds in a manner that will effectively and meaningfully abate and alleviate the opioid crisis throughout Wyoming.
- B. All Parties acknowledge and agree that any National Settlement Agreement will require Participating Local Governments to release its claims against relevant Pharmaceutical Supply Chain Participants to receive Opioid Funds. The Parties further acknowledge that a Participating Local Government will receive funds through this MOA only after complying with all requirements set out in a Settlement or Bankruptcy Resolution to release its claims.
- C. The Parties acknowledge that this MOA is not a promise or representation from any Party that any Settlement or Bankruptcy Resolution will be finalized or executed.
- D. Unless otherwise required by an applicable Settlement, the construction, interpretation, and enforcement of this MOA shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles, and the Courts of the State of Wyoming shall have jurisdiction over this MOA, with venue lying exclusively in Laramie County District Court.
- E. If any clause, paragraph, or section of this MOA shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of the MOA and this MOA shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.
- F. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of a Settlement or Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
- G. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOA shall not be construed so as to create such status.
- H. Titles of sections of this MOA are for reference only, and shall not be used to construe the language in this MOA.

- I. Nothing in this MOA shall be construed to affect or constrain the authority of the Parties under law.
- J. Except to enforce the terms of this MOA, the State of Wyoming and the participating Local Governments do not waive sovereign or governmental immunity by entering into this MOA and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOA.
- K. This MOA may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same MOA. Each person signing this MOA represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOA, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

IN WITNESS WHEREOF, the below undersigned agree to and enter into the above OneWyo II Opioid Settlement Memorandum of Agreement.

FOR THE STATE OF WYOMING

Bridget Hill
Attorney General
State of Wyoming

Date

Benjamin Peterson
Assistant Attorney General
State of Wyoming

Date

FOR THE PARTICIPATING LOCAL GOVERNMENTS

Name
Title
Albany County

Date

Name
Title
Big Horn County

Date

Name
Title
Campbell County

Date

Name
Title
Carbon County

Date

Name
Title
Casper

Date

Name
Title
Cheyenne

Date

Name
Title
Converse County

Date

Name
Title
Crook County

Date

Name
Title
Evanston

Date

Name
Title
Fremont County

Date

Name
Title
Gillette

Date

Name
Title
Goshen County

Date

Name
Title
Green River

Date

Name
Title
Hot Springs County

Date

Name
Title
Jackson

Date

Name
Title
Johnson County

Date

Name
Title
Laramie

Date

Name
Title
Laramie County

Date

Name
Title
Lincoln County

Date

Name
Title
Natrona County

Date

Name
Title
Niobrara County

Date

Name
Title
Park County

Date

Name
Title
Platte County

Date

Name
Title
Riverton

Date

Name
Title
Rock Springs

Date

Name
Title
Sheridan

Date

Name
Title
Sheridan County

Date

Name
Title
Sublette County

Date

Name
Title
Sweetwater County

Date

Name
Title
Teton County

Date

Name
Title
Uinta County

Date

Name
Title
Washakie County

Date

Name
Title
Weston County

Date

Exhibit A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

1. Expanding availability of treatment, including Medication-Assisted Treatment (MAT), for OUD and any co-occurring substance use or mental health issues.
2. Supportive housing, all forms of FDA-approved MAT, counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it.
3. Treatment of mental health trauma issues that resulted from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking) and for family members (e.g., surviving family members after an overdose or overdose fatality).
4. Expand telehealth to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
5. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
6. Scholarships for certified addiction counselors.
7. Clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for OUD.
8. Training for health care providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists, including but not limited to the following: Training relating to MAT and harm reduction.
9. Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

10. Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.
11. Development of National Treatment Availability Clearinghouse – Fund development of a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.
12. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD.
13. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

B. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (INTERVENTION)

1. Ensuring that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on the late adolescence and young adulthood when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management and/or support services.
6. Support work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
7. Create school-based contacts who parents can engage with to seek immediate treatment services for their child.
8. Developing best practices on addressing OUD in the workplace.

9. State assistance programs for health care providers with OUD.
10. Engaging non-profits and faith community as a system to support outreach for treatment.

C. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

1. Address the needs of persons involved in the criminal justice system who have opioid use disorder (OUD) and any co-occurring substance use disorders or mental health (SUD/MH) issues.
2. Support pre-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network.
3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.
4. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated, on probation, or on parole.
6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison or who have recently left jail or prison.

7. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

D. ADDRESS THE NEEDS OF WOMEN WHO ARE OR MAY BECOME PREGNANT

1. Evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women or women who could become pregnant and have OUD.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment.
3. Other measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.
4. Child and family supports for parenting women with OUD.
5. Enhanced family supports and child care services for parents receiving treatment for OUD.

E. SUPPORT PEOPLE IN TREATMENT AND RECOVERY AND REDUCE STIGMA

1. The full continuum of care of recovery services for OUD and any co-occurring substance use or mental health issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
3. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
4. Community-wide stigma reduction regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
5. Engaging non-profits and faith community as a system to support family members in their efforts to manage the opioid user in the family.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE PROPER PRESCRIBING OF OPIOIDS

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing.
3. Continuing Medical Education (CME) on prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Development and implementation of a National Prescription Drug Monitoring Program – Fund development of a multistate/national prescription drug monitoring program (PDMP) that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to opioid use disorder (OUD).
 - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database (DOT EMT overdose database).
6. Educating Dispensers on Appropriate Opioid Dispensing.

G. PREVENT MISUSE OF OPIOIDS

1. Corrective advertising/affirmative public education campaigns.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. School-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, or training of coalitions in evidence-informed implementation.
7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. Engaging non-profits and faith community as a system to support prevention.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
2. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
3. Developing data tracking software and applications for overdoses/naloxone revivals.
4. Public education relating to emergency responses to overdoses.
5. Public health entities provide free naloxone to anyone in the community.
6. Public education relating to immunity and Good Samaritan laws.
7. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
8. Syringe service programs, including supplies, staffing, space, peer support services, and the full range of harm reduction and treatment services provided by these programs.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

PART THREE: OTHER STRATEGIES

I. SERVICES FOR CHILDREN

1. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

J. FIRST RESPONDERS

1. Law Enforcement – Participating Local Governments may also use their share of funds for law enforcement expenditures relating to the opioid epidemic.
2. Educating first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Increase Electronic Prescribing to Prevent Diversion and Forgery.

K. LEADERSHIP, PLANNING AND COORDINATION

1. Community regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for treatment intervention services.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

L. TRAINING

1. Funding for programs and services regarding staff training and networking to improve staff capability to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD (e.g., health care, primary care, pharmacies, PDMPs, etc.).

M. RESEARCH

1. Funding opioid abatement research.
2. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
3. Support research for novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
4. Support for innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research for swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research expanded modalities such as prescription methadone that can expand access to MAT.

Exhibit B

Participating Local Government Allocation Proportions	
Local Government	Percentage of Localized Share
Albany	1.63%
Big Horn	3.03%
Campbell County	4.44%
Carbon County	3.70%
Casper	7.35%
Cheyenne	1.23%
Converse County	1.90%
Crook County	0.54%
Evanston	1.97%
Fremont County	6.74%
Gillette	1.74%
Goshen County	1.64%
Green River	0.61%
Hot Springs County	0.86%
Jackson	0.56%
Johnson County	0.93%
Laramie	3.42%
Laramie County	15.59%
Lincoln County	3.12%
Natrona County	7.90%
Niobrara County	0.15%
Park County	5.80%
Platte County	1.75%
Riverton	1.27%
Rock Springs	1.53%
Sheridan	0.34%
Sheridan County	3.91%
Sublette County	0.71%
Sweetwater County	7.64%
Teton County	1.33%
Uinta County	4.39%
Washakie County	1.50%
Weston County	0.78%