



**AGENDA
CITY OF SHERIDAN
APRIL 10, 2023
STUDY SESSION COUNCIL MEETING START 5:30 P.M.**

1. Sliding Scale Discussion: Plant Investment Fees - Utilities Director Dan Roberts
2. Discussion of Bid Award to O'Dell Construction, Inc. for the Recycle Center Locker Rooms in the Amount of \$476,670.00 - City Engineer Thomas Morneau
3. Discussion of the Transfer of Ownership for Retail Liquor License #23 to Historic Cady, LLC - City Clerk Cecilia Good
4. Discussion of Ordinance 2266 Amending Chapter 4 - Alcohol Updates - City Attorney Brendon Kerns
5. Discussion of Agreement with Welcome Market Hall - City Attorney Brendon Kerns



CITY OF SHERIDAN, WYOMING

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

Utilities

MEMORANDUM

Project Name: Sliding Scale Discussion: Plant Investment Fees - Utilities Director Dan Roberts
From: Dan Roberts, Utilities Director
To: Mayor and Council
CC: City Administrator Stu McRae
Date: 04/10/2023

Discussion:

Please see attached memo

Attachments

PIF Discussion Memo



CITY OF SHERIDAN, WYOMING

55 Grinnell Street, Sheridan Wyoming 82801
Ph (307)674-6483 Fax (307)674-2195

Utilities Department

MEMORANDUM

Project Name: Water and Sewer Sliding Scale Plant Investment Fee Discussion

From: Dan Roberts, P.E., Utilities Director

To: Mayor, City Council, and City Administrator

Date: April 10, 2023

BACKGROUND

A Plant investment fee (PIF) is a one-time development fee collected by the City to pay for capital costs required to serve growth. For water PIF's these capital costs are for water supply, storage, transmission, supply, treatment and distribution facilities. The City's sewer PIF's are fees collected for capital costs associated with the sewer collection system and treatment facilities.

The basic principles of charging a PIF is for growth (new customers on the system) to pay their pro rata share of system capital costs associated with serving growth. What to charge is affected largely by the City's water and sewer system capital construction costs that have been previously completed and are planned in the future. The initial capital construction (capital asset) costs, date in use, useful life, and depreciated value of these assets are used to determine the water and sewer system's net asset value which will be apportioned to new customers in the form of a PIF.

The City's PIF's, for both water and sewer, are currently set at a flat rate based on water meter size as described below. These PIF's were evaluated and confirmed through a PIF Study conducted in 2018. The study concluded they should stay relatively the same as they were previously established with one exception. The residential PIF for sewer was reduced from \$3,000 to \$2,500 as shown in this current PIF schedule.

Current Water PIF Schedule

<i>Water Pipe x Water Meter Size</i>	<i>Customer Class</i>	<i>AWWA M22 Max Flow Rates (gpm)</i>	<i>3/4" equivalency ratio</i>	<i>Water Plant Investment Fee</i>	
				<i>Inside City</i>	<i>Outside City</i>
1" x 3/4"	Small Commercial Base Fee	30	0.41	\$1,230.00	\$1,537.50
1" x 3/4"	Small Multi-Family Base Fee	30	0.66	\$1,980.00	\$ 2,475.00
1" x 3/4"	Single-Family Residential & All Other Base Fee ⁽¹⁾	30	1.00	\$3,000.00	\$3,750.00
1" x 1"	All	50	1.67	\$5,010.00	\$ 6,262.50
1½" x 1½"	All	100	3.33	\$9,990.00	\$12,487.50
2" x 2"	All	160	5.33	\$15,990.00	\$19,987.50
3" x 3"	All	350	11.67	\$35,010.00	\$43,762.50
4" x 4"	All	630	21.00	\$ 63,000.00	\$78,750.00
6" x 6"	All	1,300	43.33	\$129,990.00	\$162,487.50
8" x 8"	All	2,400	80.00	\$ 240,000.00	\$300,000.00

Current Sewer PIF Schedule

<i>Water Meter Size</i>	<i>Customer Class</i>	<i>AWWA M22 Max Flow Rates (gpm)</i>	<i>3/4" equivalency ratio</i>	<i>Sewer Plant Investment Fee</i>	
				<i>Inside City</i>	<i>Outside City</i>
¾"	Small Commercial	30	0.41	\$1,020.00	\$2,040.00
¾"	Small Multi-Family	30	0.66	\$1,650.00	\$3,300.00
¾"	Single-Family Residential & All Other	30	1.00	\$2,500.00	\$5,000.00
1"	All	50	1.67	\$4,180.00	\$8,360.00
1½"	All	100	3.33	\$8,320.00	\$16,640.00
2"	All	160	5.33	\$13,320.00	\$26,640.00
3"	All	350	11.67	\$29,180.00	\$58,360.00
4"	All	630	21.00	\$52,500.00	\$105,000.00
6"	All	1,300	43.33	\$108,320.00	\$216,640.00
8"	All	2,400	80.00	\$200,000.00	\$400,000.00

The City and Sheridan County commissioned a housing study entitled "Real Estate Economic Analysis of Residential Development Alternatives" conducted by Gruen Gruen + Associates dated November 2021 (Study). One of the recommendations from the Study was for the City to change plant investment fees from a fixed to sliding scale based on size of unit. The objective of this recommendation is to incentivise smaller units by establishing lower PIF's for smaller, less expensive housing units

In the fall of 2023, the City's Utilities Department hired SCS Engineers to conduct a plant investment fee study with the aim of developing a sliding scale PIF schedule for housing units.

The analysis has been completed and we have developed some methodologies for establishing a sliding scale PIF. We are at the point in the study where we would like to share what we have put together with the City Council and get some feedback. We will take feedback received and prepare some final recommendations for the City Council to consider for adoption at a future date.

Following is some information provided by SCS Engineers speaking to a few methodologies that have been developed. These concepts will be presented to the City Council for discussion and feedback during their April 10th Study Session.

Summary of Scalable Methodologies

Several methodologies were considered that could provide an impact fee differential for residential properties based on scalable factors: residence square footage, irrigable area, number of dwelling units, or some combination of the above. The scenarios are described below, and the table reflects the preliminary Plant Investment Fee (PIF) calculations for each.

EDU (Current Structure based on meter size)

All residential dwelling units charged a fixed fee per equivalent dwelling unit (EDU) for water and sewer, based on meter size.

EDU/EIU (based on meter size and scaled on irrigable area and average irrigation demand)

For interior water and sewer usage - All residential dwelling units charged a fixed fee per EDU for water and sewer, based on meter size.

For exterior water usage - All residential dwelling units charged a fixed fee per equivalent irrigation unit (EIU) for water, based on irrigable area and irrigation demand relative to the average residential home.

EAU (scale based on square footage and irrigable area)

For interior water and sewer usage - All residential dwelling units charged a fee per equivalent area unit (EAU) for water and sewer, based on square footage of proposed developed square footage.

For exterior water usage - All residential dwelling units charged a fee per EAU for water, based on irrigable area and irrigation demand.

*EAU assumed to be equal to 500 square feet.

EDU/EAU (based on meter size and scaled on irrigable area and irrigation demand)

For interior water and sewer usage - All residential dwelling units charged a fixed fee per EDU for water and sewer, based on meter size.

For exterior water usage - All residential dwelling units charged a fee per EAU for water, based on irrigable area and irrigation demand.

*EAU assumed to be equal to 500 square feet.

Plant Investment Fee - Customer Impact (per dwelling unit)

Water	EDU (Current)	EDU (New)	EDU/EIU	EAU	EDU/EAU
Single Family Townhome	\$3,000	\$2,897	\$2,794	\$2,101	\$2,397
Single Family Attached/Duplexes/Twin Homes	\$6,000	\$2,897	\$2,110	\$1,721	\$2,017
Single Family - Small	\$3,000	\$2,897	\$2,211	\$1,904	\$2,200
Single Family - Medium	\$3,000	\$2,897	\$2,896	\$2,886	\$2,885
Single Family - Large	\$3,000	\$2,897	\$5,814	\$7,447	\$5,961
Sewer	EDU (Current)	EDU (Current)	EDU (Current)	EDU (Current)	EDU (Current)
Single Family Townhome	\$2,500	\$2,462	\$2,461	\$1,591	\$2,461
Single Family Attached/Duplexes/Twin Homes	\$5,000	\$2,462	\$2,461	\$1,591	\$2,461
Single Family - Small	\$2,500	\$2,462	\$2,461	\$1,591	\$2,461
Single Family - Medium	\$2,500	\$2,462	\$2,461	\$2,121	\$2,461
Single Family - Large	\$2,500	\$2,462	\$2,461	\$4,772	\$2,461
Total	EDU (Current)	EDU (Current)	EDU (Current)	EDU (Current)	EDU (Current)
Single Family Townhome	\$5,500	\$5,359	\$5,255	\$3,691	\$4,858
Single Family Attached/Duplexes/Twin Homes	\$11,000	\$5,359	\$4,571	\$3,312	\$4,479
Single Family - Small	\$5,500	\$5,359	\$4,672	\$3,494	\$4,661
Single Family - Medium	\$5,500	\$5,359	\$5,358	\$5,007	\$5,347
Single Family - Large	\$5,500	\$5,359	\$8,275	\$12,219	\$8,422



CITY OF SHERIDAN, WYOMING

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Public Works

MEMORANDUM

Project Name: Discussion of Bid Award to O'Dell Construction, Inc. for the Recycle Center Locker Rooms in the Amount of \$476,670.00 - City Engineer Thomas Morneau

From: Thomas Morneau, City Engineer

To: Mayor and Council

CC:

Date: 04/04/2023

Recommendation:

Staff recommends that the Mayor and City Council award the construction of the Recycle Center Locker Rooms to O'Dell Construction, Inc. for the amount of \$476,670.00.

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 Recycle Center is located on Kroe Lane. Currently, there are shared bathrooms, lockers, and a meeting room inside the existing building.

The project includes the construction of a new 1,475 sq. ft. addition to the existing Recycle Center that will include a breakroom, separate men's and women's lockerooms, bathrooms, and showers.

Discussion:

This project was advertised in the Sheridan Press on March 1st, March 8th, and March 15th. A pre-bid conference was held on March 16th and bids were due on June 28th.

Three bids were received:

- | | |
|------------------------------|--------------|
| • O'Dell Construction, Inc. | \$476,670.00 |
| • Emit Technologies | \$515,609.00 |
| • Dick Anderson Construction | \$700,000.00 |

Funding:

This project is funded with \$350,000 from Solid Waste and \$200,000 from ARPA.



CITY OF SHERIDAN, WYOMING

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Clerk

MEMORANDUM

Project Name: Discussion of the Transfer of Ownership for Retail Liquor License #23 to Historic Cady, LLC - City Clerk Cecilia Good
From: Cecilia Good, City Clerk
To: Mayor and Council
CC: City Administrator Stuart McRae
Date: 04/10/2023

Discussion:

See the attached Transfer of Ownership application for Retail Liquor License #23.

Attachments

Historic Cady LLC Transfer of Ownership Application

NEW OR TRANSFER
LIQUOR LICENSE OR
PERMIT APPLICATION

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

To be completed by City/County Clerk

License Fees

Annual Fee: \$

Prorated Fee: \$

Transfer Fee: \$

Publishing Fee: \$

Local License #: 23

Date filed with clerk: 03 / 27 / 2023

Advertising Dates: (2 Weeks)
4/05/2023 & 04/12/2023

Hearing Date: 04 / 17 / 2023

Publishing Fee Direct Billed to Applicant:

License Term: 04 / 17 / 2023 Through 12 / 31 / 2023

Month Day Year Month Day Year

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

Applicant: Historic Cady LLC

Trade/Business Name (dba): Historic Cady, LLC

Building to be licensed/Building Address: 1-25 E Alger St, 301-325 N Main St

Number & Street

Sheridan WY 82801 Sheridan

City State Zip County

Local Mailing Address: 1 E Alger St, Suite 200

Number & Street or P.O. Box

Sheridan WY 82801

City State Zip

Local Business Telephone Number: (916) 705-2265 Fax Number: ()

Business E-Mail Address: christer@historiccady.com

FILING FOR	FILING IN (CHOOSE ONLY ONE)	FILING AS (CHOOSE ONLY ONE)
☒ NEW LICENSE	☒ CITY OF: SHERIDAN	☐ INDIVIDUAL
☐ TRANSFER OF LOCATION	☐ COUNTY OF:	☐ PARTNERSHIP
		☐ LP/LLP
		☒ LLC
☒ TRANSFER OWNERSHIP	☐ ASSIGNMENT LETTER ATTACHED	☐ CORPORATION
FORMERLY HELD BY: Spruce Restaurant, LLC		☐ LTD PARTNERSHIP
		☐ ORGANIZATION
		☐ OTHER

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)		
RETAIL LIQUOR LICENSE	☐ RESTAURANT LIQUOR LICENSE	☐ MICROBREWERY
☐ ON-PREMISE ONLY (BAR)	☐ RESORT LIQUOR LICENSE	☐ WINERY
	☐ BAR AND GRILL	☐ DISTILLERY SATELLITE
☐ OFF-PREMISE ONLY (PACKAGE STORE)	LIMITED RETAIL (CLUB)	☐ WINERY SATELLITE
	☐ VETERANS CLUB	☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT
☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	☐ FRATERNAL CLUB	
	☐ GOLF CLUB	
	☐ SOCIAL CLUB	

SPECIAL DESIGNATIONS		
☐ CONVENTION FACILITY	☐ GOLF CLUB	☐ RESORT
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM	☐ GUEST RANCH	

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

☐ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from	to
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from	to
☒ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from	to

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4

1. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103(a)(iii)
- (a) **OWN** the licensed building? ☒ YES (own)
- (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)
- If Yes, please submit a copy of the lease and indicate:
- (i) When the lease expires, located on page _____ paragraph _____ of lease.
- (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease.
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)
2. To operate your liquor business, have you assigned, leased, transferred, or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b) ☐ YES ☒ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
- (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:
- _____
4. Does the **applicant** have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103(b) ☐ YES ☒ NO
- If "YES", explain: _____

5. **BAR AND GRILL LICENSE OR RESTAURANT LICENSE:**

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

6. **RESORT LICENSE:**

Does the resort complex:

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

7. **MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT

☐ BAR AND GRILL ☐ WINERY

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

8. **WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

(2/21)

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT

☐ BAR AND GRILL ☐ MICROBREWERY

9. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

- (a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO
- (c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO
1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as Recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

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

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

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

14. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corpora te Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Lars Christer Johansson Co-Trustee				1	0%	YES ☐ NO ☒	YES ☐ NO ☒
Gina M Johansson Co-Trustee				1	0%	YES ☐ NO ☒	YES ☐ NO ☒
Lars Christer Johansson and Gina M Johansson AB Living Trust dated Jan 3, 2006					100%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

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

REQUIRED ATTACHMENTS:

- ☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102(a)(vi).
- ☐ Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b)/W.S. 12-4-301(e).
- ☒ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601(b).

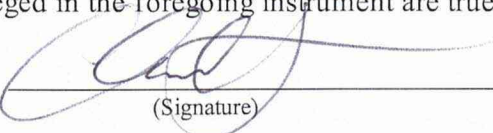
OATH OR VERIFICATION

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)

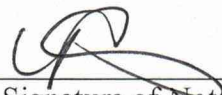
*Under penalty of perjury, and the possible revocation or cancellation of the license,
I swear the above stated facts, are true and accurate.*

STATE OF WYOMING)
) SS.
COUNTY OF SHERIDAN)

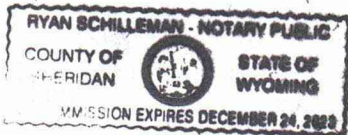
Signed and sworn to before me on this 23 day of MARCH, 2023 that the facts alleged in the foregoing instrument are true by the following:

1)	 (Signature)	<u>LARS CHRISTER JOHANSSON</u> (Printed Name)	<u>OWNER</u> Title
2)	 (Signature)	 (Printed Name)	 Title
3)	 (Signature)	 (Printed Name)	 Title
4)	 (Signature)	 (Printed Name)	 Title
5)	 (Signature)	 (Printed Name)	 Title
6)	 (Signature)	 (Printed Name)	 Title

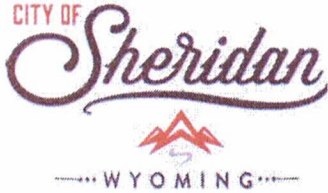
Witness my hand and official seal:


Signature of Notary Public

(SEAL)



My commission expires: 12/24/23



CITY OF SHERIDAN, WYOMING

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

LIQUOR LICENSE OPERATION PLAN

Name as it appears on license:	Historic Cady LLC
Common Name (doing business as):	TBD
Street Address:	"Cady Building" 1-25 E Alger & 301-329 N Main, Sheridan WY
Phone #:	916-705-2265

Type of License (circle):

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

Our planned hours of operation are:

11:00 AM - 11:00 PM

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

The premises will be operated as:

Multiple Restaurants & Bars located in same building on multiple levels, providing food and alcohol service both indoors and outdoors.

Nature of Business:

Bar

Package Liquor

Restaurant

Regular Events:

Happy Hour

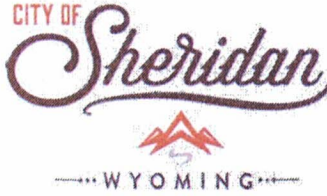
Live Entertainment

Special Events:

Competitions of
Strength
Other Special Events

Other:

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



CITY OF SHERIDAN, WYOMING

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

Security/ Crowd Control/ Capacity Limits

The Official Capacity limit for our business is:

To Be Determined

In order to comply with our capacity limits we shall:

Managers and Staff to provide oversight and control.

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

Follow local ordinances and create a safe environment for the community. Additional security personnel to be hired as needed during special events.

Rules of the establishment shall be enforced by:

Owners, Managers and Staff Members.

Alcohol Management

To comply with laws regarding alcoholic and malt beverages, including the use of eighteen (18) to twenty (20) year old servers in restaurants if applicable, our establishment will:

- *TIPS training for owner, manager, and all staff members.*
- *Keep daily log of events and hold regular staff meetings.*
- *Alcohol to be stored appropriately and securely, with regular inventory counts.*

A handwritten signature in blue ink, appearing to read "Christer Johansson", written over a horizontal line.

Signature of License Holder

MAR 22, 2023

Date

Christer Johansson

Printed Name

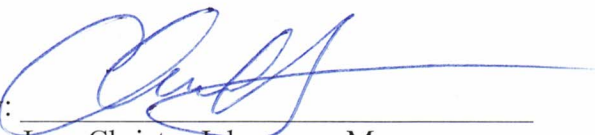
ASSIGNMENT OF LIQUOR LICENSE

For good and valuable consideration the bargained for exchange, payment and receipt of which is hereby acknowledged, **Spruce Restaurant, LLC**, of 1369 Bobwhite Court, Sheridan, WY 82801, ("Assignor"), hereby transfers and assigns unto **Historic Cady, LLC**, a Wyoming limited liability company, of 1 East Alger St., Ste. 200, Sheridan, WY 82801 ("Assignee"), all of Assignor's right, title, and interest in and to the City of Sheridan Retail Liquor License No. 23 (the "License").

This Assignment is fully subject to all applicable State of Wyoming and City of Sheridan, Wyoming laws, ordinances, and regulations.

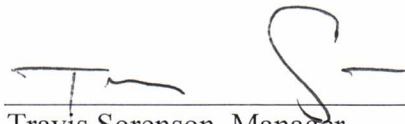
It is the parties' intent and understanding that this assignment is conditioned upon and shall not be effective unless and until the State of Wyoming and the City of Sheridan, Wyoming, approve of the transfer of the License to Assignee. If such approvals are not finally obtained for any reason, this Assignment shall be null and void.

Historic Cady, LLC, a Wyoming limited liability company

By: 
Lars Christer Johansson, Manager

Date: 3/27/2023

Spruce Restaurant, LLC, a Wyoming limited liability company

By: 
Travis Sorenson, Manager

Date: 3/24/23



FIRST FEDERAL BANK & TRUST

March 22, 2023

First Federal Bank & Trust
671 Illinois St.
Sheridan, WY 82801

RE: Good standing reference letter for Historic Cady LLC, Dream Team Culinary Ventures LLC, and Mr. Lars Christer and Gina Johansson

To whom it may concern,

The Johansson's and all related entities, including the Historic Cady LLC and Dream Team Culinary Ventures LLC, are valued clients of First Federal Bank & Trust (the "Bank") with a banking relationship since 2016. The Bank has determined the client is financially sound and formally organized to transact business as Wyoming Limited Liability Companies. The entirety of the client relationship is considered in good standing with the bank.

If you require additional information, please contact me (djdearcorn@efirstfederal.com).

Sincerely,

DJ Dearcorn
EVP, Chief Lending Officer



CITY OF SHERIDAN, WYOMING

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

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

Attorney

MEMORANDUM

Project Name: Discussion of Ordinance 2266 Amending Chapter 4 - Alcohol Updates - City Attorney Brendon Kerns
From: Brendon Kerns, City Attorney
To: Mayor and Council
CC:
Date:

Recommendation:

Please see attached memo and draft ordinance.

Attachments

Memo
SF 13
Draft Ordinance 2266

TARVER, KERNS & BUNTING, LLP

200 WEST LOUCKS STREET
SHERIDAN, WY 82801

TIMOTHY S. TARVER, LLC

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

KERNS & BUNTING, LLC

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

MEMORANDUM

Date: April 6, 2023
To: Mayor and Council
RE: Alcohol Committee – Proposed Ordinance Change

Mayor and Council,

The Wyoming Legislature passed SF 0013 which allows Bar and Grill licensees to include “entertainment” with food sales to have a minimum of 60% of sales not coming from alcohol. Statute defines and specifies entertainment as “*any activity designed to provide diversion or amusement, regardless of the age required for the activity*”, and “*shall not include adult entertainment as defined by the local licensing authority or gambling*”.

The City currently has two (2) bar and grill licenses and will be receiving four (4) new licenses on July 1, 2023.

Consequently, the City needed to update its alcohol statute to provide definitions for adult entertainment and gambling, and to address the means for licensing a bar and grill. The Mayor and Council created a committee to evaluate the updates to code and establish the process for the award of the bar and grill licenses.

The proposed ordinance is intended to address the effect of four (4) additional licenses, the broadening of the use of bar and grill licenses and a few related licensing issues. A synopsis of the proposed amendments are as follows:

4-4.2 Bar and Grill License Requirements

This is a new section added to address the statutory change. Entertainment is defined in accordance with SF0013 to provide clarity as to what constitutes adult entertainment and gambling. The definitions for each activity have already been established by statute or City ordinance. Additionally, the committee felt it was important to ensure that a food component was maintained. Therefore, an explanation of what quantified food service was included.

It should be noted that a Bar and Grill licensee can have adult entertainment and gambling. The proceeds, however, are not eligible to be used to meet the 60% revenue requirement for Bar and Grills.

4-12 Plan of Operation.

One change of significance was made to this section. Subsection (a)(8) will require the licensee's operational plan to define the type of entertainment that it intends to provide.

4-14 Liquor License Renewals, Transfers and Original Issuance.

This section of code applies when a license is renewed, transferred or issued. The first amendment of consequence is in subsection (a)(1)(B). This addition to the code requires that an Operational Permit be issued when a person obtains a license. It does not apply when a person renews a license. Any time a person obtains a license, a fire code inspection must be performed under the adopted International Fire Code. That inspection and subsequent permit must be obtained within thirty (30) days of being operational. This ensures that a new business is providing a safe environment in accordance with adopted code.

In subsection (b), a clarification is made that allows for the City to request additional information regarding the 60/40 revenue split when a bar and grill or restaurant is renewed. The newly adopted SF0013 only requires a three-line disclosure. This change would allow the Governing Body to request additional information if a situation warranted more disclosure.

Subsection (d)(1) applies only when a license is being transferred or in the instance of a new issuance. The amendments to this subsection do not alter or change the burden on any applicant. Each of the amendments proposed are requirements found in other portions of the code and are now included in the application requirement list.

Subsection (d)(2) removes two requirements from code. The first removal is a portion that required an applicant to disclose its proximity to a gambling establishment. The state legalized alcohol licenses in gambling establishments a few years ago, but the City ordinance was not amended to reflect the change at that time. The second removal eliminates the requirement of the "safe ride" program. This requirement has been a requirement in name only. The license holders contribute very little to this program and as such, a requirement to support the program is ineffective.

Wyoming Statute prohibits the renewal of a license if it is illegally nonoperational. Subsection (e) is amended to clarify that the City can refuse to renew a license if the Governing Body did not grant the licensee the right to be non-operational.

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

TARVER, KERNS & BUNTING, LLP

A handwritten signature in blue ink, appearing to read "Brendon Kerns".

Brendon E. Kerns

SENATE FILE NO. SF0013

Bar and grill liquor license phaseout.

Sponsored by: Joint Corporations, Elections & Political
Subdivisions Interim Committee

A BILL

for

1 AN ACT relating to alcoholic beverages; amending bar and
2 grill liquor license requirements; specifying sunset dates
3 for bar and grill license population formulas; providing
4 for rulemaking; and providing for effective dates.

5

6 *Be It Enacted by the Legislature of the State of Wyoming:*

7

8 **Section 1.** W.S. 12-1-101(a) by creating a new
9 paragraph (xxvii) and 12-4-413(b)(intro) and by creating
10 new paragraphs (v) through (vii), (c) by creating new
11 paragraphs (ii) through (iv), (d), (f) and by creating new
12 subsections (g) through (m) are amended to read:

13

14 **12-1-101. Definitions.**

15

1 (a) As used in this title:

2

3 (xxvii) "Entertainment" means any activity
4 designed to provide diversion or amusement, regardless of
5 the age required for the activity. "Entertainment" shall
6 not include adult entertainment as defined by the local
7 licensing authority or gambling.

8

9 **12-4-413. Bar and grill liquor license; authorized;**
10 **requirements.**

11

12 (b) ~~The number of bar and grill liquor licenses for~~
13 ~~cities and towns shall be based on the following population~~
14 ~~formula~~ Bar and grill liquor licenses shall be issued as
15 follows:

16

17 (v) Beginning July 1, 2023, the number of bar
18 and grill liquor licenses for cities and towns shall be
19 based on the following population formula:

20

21 (A) Not more than four (4) licenses in
22 incorporated cities or towns with populations of seven
23 thousand five hundred (7,500) or less;

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(B) Not more than ten (10) licenses in incorporated cities with populations between seven thousand five hundred one (7,501) and twenty thousand (20,000);

(C) Not more than fourteen (14) licenses in incorporated cities with populations between twenty thousand one (20,001) and thirty thousand (30,000); and

(D) Not more than one (1) additional license for each additional five thousand (5,000) persons residing in incorporated cities over thirty thousand (30,000);

(E) This paragraph is repealed effective June 30, 2028.

(vi) Beginning July 1, 2028, the number of bar and grill liquor licenses for cities and towns shall be based on the following population formula:

1 (A) Not more than six (6) licenses in
2 incorporated cities or towns with populations of seven
3 thousand five hundred (7,500) or less;

4
5 (B) Not more than fourteen (14) licenses in
6 incorporated cities with populations between seven thousand
7 five hundred one (7,501) and twenty thousand (20,000);

8
9 (C) Not more than eighteen (18) licenses in
10 incorporated cities with populations between twenty
11 thousand one (20,001) and thirty thousand (30,000); and

12
13 (D) Not more than one (1) additional
14 license for each additional three thousand (3,000) persons
15 residing in incorporated cities over thirty thousand
16 (30,000);

17
18 (E) This paragraph is repealed effective
19 June 30, 2033.

20
21 (vii) Beginning July 1, 2033, population
22 formulas shall have no application to issuance of bar and
23 grill liquor licenses.

1

2 (c) Bar and grill liquor licenses may be granted by
3 the county commissioners as the appropriate licensing
4 authority in a county outside of incorporated cities and
5 towns as follows:

6

7 (ii) Beginning July 1, 2023, four (4) licenses
8 for each seven thousand five hundred (7,500) persons
9 residing outside incorporated cities and towns. This
10 paragraph is repealed effective June 30, 2028;

11

12 (iii) Beginning July 1, 2028, six (6) licenses
13 for each seven thousand five hundred (7,500) persons
14 residing outside incorporated cities and towns;

15

16 (iv) This subsection is repealed effective June
17 30, 2033.

18

19 (d) The license fee assessed for a bar and grill
20 liquor license shall be not less than one thousand five
21 hundred dollars (\$1,500.00) nor more than ten thousand five
22 hundred dollars (\$10,500.00). This subsection is repealed
23 effective June 30, 2033.

1

2 (f) ~~Bar and grill liquor licenses shall be subject to~~
3 ~~the provisions of W.S. 12-4-408 and 12-4-410(c) to the same~~
4 ~~extent those provisions are applicable to restaurant liquor~~
5 ~~licenses.~~ Bar and grill liquor licensees shall not sell

6 alcoholic or malt beverages for off-premises consumption
7 from the licensed building owned or leased by the licensee
8 except as allowed under ~~W.S. 12-4-410(e)~~ this subsection.

9 The following shall apply to sales of alcoholic and malt
10 beverages:

11

12 (i) All sales of alcoholic and malt beverages
13 authorized by a bar and grill liquor license shall cease at
14 the time food sales and services cease or at the hours
15 specified by W.S. 12-5-101(a) if food sales and services
16 extend beyond the hours specified therein;

17

18 (ii) A bar and grill liquor licensee may permit
19 a patron to remove one (1) partially consumed bottle of
20 wine for off-premises consumption provided that the patron
21 has purchased a full course meal and consumed a portion of
22 the bottle of wine with the meal on the bar and grill
23 premises. For purposes of this paragraph the term "full

1 course meal" shall mean food which cannot conveniently be
2 consumed while standing or walking. A partially consumed
3 bottle of wine that is to be removed from the premises
4 pursuant to this paragraph shall be securely sealed by the
5 licensee or an agent of the licensee and placed in a
6 tamper-proof transparent bag which shall also be securely
7 sealed prior to removal from the premises, so that it is
8 visibly apparent that the resealed bottle of wine has not
9 been tampered with. The licensee or agent of the licensee
10 shall provide a dated receipt for the bottle of wine to the
11 patron. Wine which is resealed in accordance with the
12 provisions of this paragraph shall not be deemed an open
13 container for purposes of W.S. 31-5-235.

14

15 (g) An applicant for a bar and grill liquor license
16 shall satisfy the appropriate licensing authority that not
17 less than sixty percent (60%) of revenue from the operation
18 of the bar and grill to be licensed will be derived from
19 food services, entertainment or a combination of food
20 services and entertainment and not from the sale of
21 alcoholic or malt beverages.

22

1 (h) When renewing a bar and grill liquor license, the
2 appropriate licensing authority shall condition renewal
3 upon a requirement that not less than sixty percent (60%)
4 of gross sales from the preceding twelve (12) months
5 operation of a licensed bar and grill be derived from food
6 services, entertainment or a combination of food services
7 and entertainment.

8
9 (j) The appropriate licensing authority shall
10 consider the type, level and appropriateness of food
11 services and entertainment sales proposed in each
12 application when determining whether to issue or renew a
13 bar and grill license.

14
15 (k) Upon application for license renewal, a license
16 holder shall submit an annual report to the licensing
17 authority on the sales of the licensed bar and grill. The
18 report shall contain the annual gross sales figures of the
19 bar and grill and shall separate the gross sales figures
20 into the following three (3) categories:

21
22 (i) Food service sales;

23

1 (ii) Alcoholic and malt beverage sales;

2

3 (iii) Entertainment sales.

4

5 (m) Beginning July 1, 2033, the annual fee for a bar
6 and grill liquor license shall be no more than three
7 thousand dollars (\$3,000.00) and no less than five hundred
8 dollars (\$500.00).

9

10 **Section 2.** W.S. 12-4-413(b)(i) through (iv) and
11 (c)(i) are repealed.

12

13 **Section 3.** The liquor division and the department of
14 revenue shall promulgate any rules necessary to implement
15 this act.

16

1 **Section 4.**

2

(a) Except as otherwise provided by subsection (b) of this section, this act is effective July 1, 2023.

5

(b) Sections 3 and 4 of this act are effective immediately upon completion of all acts necessary for a bill to become law as provided by Article 4, Section 8 of the Wyoming Constitution.

10

11 (END)

ORDINANCE NO.

2266

AN ORDINANCE AMENDING CHAPTER 4 OF THE CITY OF SHERIDAN ORDINANCE REGARDING ALCOHOL LICENSING SPECIFICALLY:

WHEREAS, the Wyoming Legislature enacted SF0013 amending Wyoming Statutes 12-1-101 et. seq, regarding alcohol licensing; and

WHEREAS, SF0013 will be effective July 1st which necessitates updating Chapter 4 of the City code; and

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

I. The following shall be located in Chapter 4 and titled as:

4-4.2 Bar and Grill License Requirements

(a) *Statutory Compliance.* A Bar and Grill License holder shall comply with all applicable Wyoming statutes.

(b) *Entertainment.* A Bar and Grill License holder may include entertainment as part of the compliance with W.S. § 12-4-408. Provided, entertainment shall not include:

- i. Adult Cabaret, Adult Media, Adult Media Store, Adult Motion Picture Theater, or Adult Oriented Business as defined in Appendix A, Article 2;
- ii. Gambling defined as “risking any property for gain contingent in whole or in part upon lot, the operation of a gambling device or the happening or outcome of an event, including a sporting event, over which the person taking a risk has no control”;
- iii. Pari-mutuel Event, Pari-mutuel Wagering or Skill Based Amusement Games as defined by W.S. 11-25-102;
- iv. Online Sports Wagering or Sports Wagering as defined by W.S. 9-24-101;
- v. Lottery, Lotteries, Lottery Game or Lottery Games as defined by W.S. 9-17-103.

(c) *Food Service.* A Bar and Grill shall provide space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premise consumption.

II. The following shall amend Ordinance 4-12 and read:

4-12 Plan of Operation.

(a) *Plan of Operation Description.* Any license authorized under this Chapter shall not be issued, renewed, or transferred until the applicant has submitted a Plan of Operation that meets the requirements of this Chapter. A Plan of Operation shall contain and shall set forth in simple narrative form the following:

(1) An operational statement describing the location and layout of the licensed building, licensed premises and/or dispensing area;

____(2) Schedule of all days and hours of operation;

(3) Description of the character and use of the facility (i.e., bar, restaurant, brewery, etc.);

(4) Description of specific alcohol inventory management practices that are relevant to the license at issue;

(5) Description of specific crowd control and security practices that are relevant to the license at issue;

(6) Description of other information that is relevant and pertinent to the operation of the licensee's licensed premises and dispensing area that is reasonably available to the licensee and that is specifically requested by the Ceity Governing Body at the time of renewal, transfer or issuance of the license;

____(7) Description of delivery and/or curbside services if offered by the licensee;

(8) A Bar and Grill shall define the type of entertainment it intends to provide.

(b) *Amendments.* The licensee may propose amendment(s) to an existing approved Plan of Operation for an issued license during the term of its license. Such an amendment may be approved by the Ceity AAdministrator if it is not a material deviation from the licensee's existing approved plan.

(c) *Deviation.* Any material deviation from the approved Plan of Operation requires a special permit as authorized in Ordinancesection 4-8 or pursuant to the Ceity Governing Body's approval of a modified Plan of Operation.

III. The following shall amend Ordinance 4-14 and read:

4-14 Liquor License Renewals, Transfers and Original Issuance.

(a) *Operational Rrequirements.* Enterprises holding retail licenses, bar and grill licenses, resort licenses, special club licenses, golf club licenses, special malt beverage permits, microbrewery permits, restaurant licenses and winery permits, shall be operational. In addition to requirements of Wyoming Statute, operational shall be determined by the following:

(1) A license or permit shall be deemed operational by offering for sale alcoholic liquor, malt beverages or wine at minimum twenty (20) hours per week to the general public in a functional building whose primary purpose is the sale of alcoholic beverages, except for bar and grill license and restaurant licenses whose primary purpose is food and entertainment, in conjunction with other activities as approved by the Plan of Operation~~operational plan~~ or statute.

(A) A golf club license, special malt beverage permit, or special club license's determination of operational requirements shall be set per the approved ~~operational plan~~Plan of Operation;

(B) A functional building requires an Operational Permit in accordance with the City adopted International Fire Code obtained within thirty (30) days prior to the first day of being operational.

(2) A license may be held in good standing without the licensed enterprise being operational only upon the following:

(A) First Extension. Upon obtaining a license by issuance or transfer, the licensed enterprise shall have one (1) year to become operational in a functional building;

(B) Second Extension. Should a licensed~~d-enterprise-e~~ fail to become operational in a functional building within the first year after obtaining a license by issuance or transfer, up to an additional one-year ~~grace-period~~extension may be granted by the Governing Body upon a finding of good cause;

(C) Third Extension. Should a licensed~~d-enterprise-e~~ fail to become operational in a functional building at the expiration of the grace periods provided in subsections (A) and (B) above, up to an additional one-year ~~grace-period~~extension may be granted by the Governing Body upon a finding of extraordinary circumstances.

(3) In granting the ~~grace-period~~extensions provided above, the Governing body shall determine the dates of commencement and expiration ~~of the grace periods~~.

(4) Any licensed ~~enterprise~~ that is not operational and ~~for which none of~~ not eligible for or did not receive an the above grace periods apply extension is subject to non-renewal or revocation of its license by the Governing Bbody; ~~provided, however, that the~~ Governing Bbody shall not deny a renewal or revoke a license solely on the grounds that the licensed enterprise closed due to an epidemic or ~~due to~~ damage to its building caused by fire, flood, or acts of nature. A licensed ~~enterprise~~ has an affirmative duty to make reasonable efforts to reopen in a timely manner.

(b) *Renewals.* All applications to renew licenses shall be submitted to the City Clerk's office no later than November first. Any application which the City Clerk or the Wyoming Liquor Division designates as incomplete may be amended, corrected or updated provided such correction, amendment or update is submitted to the City Clerk no later than November fifteenth. No application for renewal may be submitted to the City Governing Bbody until certified as complete by the City Clerk. Any license which has not been approved by the Governing Bbody by December first of each year; shall not be renewed.

(1) Additional Information Requirements. For any renewal of a Restaurant or Bar and Grill License, the City may request additional information to ensure compliance with W.S. § 12-4-408.

(c) *Required Forms.* All applications to renew, transfer, or for a new license issuance shall be made on forms provided by the city clerk-Wyoming Liquor Division and shall provide the information required by W.S. ~~§section~~ 12-4-102 and City Ordinance. In addition to other requirements, every renewal application shall include an updated Plan of Operation.

(d) ~~Additional information required~~ Transfer and Issuance. ~~In addition to the statutorily required information, W~~ when the application for the issuance of a new license or for the transfer of an existing license changes the location of the licensed premises or dispensing area, or would change the persons owning the business, or would otherwise materially change the existing Plan of Operation ~~for the licensee~~ shall comply with the following requirements.

~~(1) sought to be transferred, The application to transfer or for issuance shall include the~~ city;

~~may require additional information, including:~~

~~(A1)~~ The applicant's business plan which confirms applicant's good faith projection of sales, number of employees and payroll and describes how its use of the license is likely to contribute to the best interest of the public;

~~(B)~~ The applicant's Plan of Operation;

~~(C2)~~ Whether the location of the establishment meets Proof of compliance or will be made compliant, with current City zoning requirements; ~~is compliant with the City Code (or will be made compliant with the City Code);~~

(D) If available, an Operational Permit granted by the City of Sheridan within 30 days of the date of the application. The Operational Permit may be obtained after approval of the transfer or issuance provided the licensee shall not be deemed operational until an Operational Permit has been submitted to the City.

~~city-sponsored~~(iv) If a Bar and Grill, a valid food service permit, or will be valid upon being operational;

(2) The City may require additional information, and use the information in its determination which ~~including~~; may include:

(A3) Whether the location of the establishment would be beneficial for liquor or malt beverage sales;

(B4) How the welfare of the citizens of the City of Sheridan, particularly those residing in the vicinity of the proposed location, would be impacted;

(C) Any additional requested information reasonably necessary to ensure compliance with ordinance or statute.

~~—(5) The proximity of the licensed premises from a pari-mutuel betting establishment;~~

~~(6) Confirmation that the applicant will participate in the “safe rides” program or an equivalent city-sponsored progra~~

(e) *Renewal, Ttransfer and Iissuance Ceonsiderations.* The Ccity Ggoverning Bbody shall review and act upon all applications made to it pursuant to W.S. §section 12-4-102 and be consistent with W.S. §section 12-4-104(b), which provides that a license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing of any of the following:

(1) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected; or

(2) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit; or

(3) The number, type and location of existing licenses or permits does not meet the needs of the vicinity under consideration; or

(4) The desires of the residents of the Ccity will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or

(5) The City denied the grant of an operational extension in accordance with Ordinance 4-14(a).

(~~65~~) Any unpaid administrative fee assessed per section 4-13.

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

CITY OF SHERIDAN, WYOMING

Mayor

ATTEST:

City Clerk

FIRST READING: _____

SECOND READING: _____

THIRD READING: _____

PUBLISHED: _____

EFFECTIVE THE ____ DAY OF _____, 2023.



CITY OF SHERIDAN, WYOMING

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

Attorney

MEMORANDUM

Project Name: Discussion of Agreement with Welcome Market Hall - City Attorney Brendon Kerns
From: Brendon Kerns, City Attorney
To: Mayor and Council
CC:
Date:

Recommendation:

See attached memo and MOU.

Attachments

Memo
Exhibit A
Exhibit B
Exhibit C Draft
DRAFT MOU

TARVER, KERNS & BUNTING, LLP

200 WEST LOUCKS STREET
SHERIDAN, WY 82801

TIMOTHY S. TARVER, LLC

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

KERNS & BUNTING, LLC

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

MEMORANDUM

Date: April 6, 2023
To: Mayor and Council
RE: Rotary Park Use and Access MOU

Mayor and Council,

This proposed memorandum of understanding is intended to resolve access issues which have been identified with the Rotary Park improvements. The MOU is broken into 4 main articles.

ARTICLE I – Rotary Park Access

The Rotary Park has public parking on the street and in a parking lot located between the locomotive and the railroad tracks. The only access to the public parking lot is through the Market Hall private parking lot. The City cannot use private property without the permission of the owner. This article addresses that access issue. Specifically, Market Hall will grant the City an access easement through its private parking lot at no cost to the City. Market Hall is also granting the City the ability to access the sidewalk located on Market Hall property between the Park and the Market Hall parking lot.

ARTICLE II – Rotary Park Improvements

The City is upgrading the Park and the Miss Indian America Honoring Project sculpture is being erected in the Park. The City is agreeing to only perform the identified improvements. If, in the future, the City wants to make additional improvements, the owners of Market Hall and the Sheridan Inn are to be notified. The City agrees that it will not make improvements which would interfere with the Market Hall or Sheridan Inn operations.

ARTICLE III – Broadway Street Vacation

A portion of the Market Hall building is located in the Broadway Street public right-of-way. The City agrees to vacate the portion of the street on which the building is located. This will

have no effect on vehicle or pedestrian traffic. The City will not charge Market Hall for the vacation in exchange for the easement through the Market Hall parking lot referenced above.

ARTICLE IV – Sheridan Inn

The City is permitting the Sheridan Inn to allow for an additional 28 rooms at its location with no additional parking required. Analysis by City Public Works finds that this will not have a negative impact on current parking availability.

The Dance sculpture is owned by the City and is located on the Sheridan Inn lawn. This provision acknowledges the ownership and the City's ability and responsibility to maintain the sculpture.

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

TARVER, KERNS & BUNTING, LLP

A handwritten signature in blue ink, appearing to read "Brendon Kerns", is centered below the firm name.

Brendon E. Kerns



	EXHIBIT B				
Action					
Remove Fence/Concrete					
Construct / place "Do Not Climb" signs					
Weld plates on ladders					
Level brick pavers on East side					
Add new meter pit and backflow					
Upgrade irrigation system					
Fill excess holes (East and North sides)					
Clean up under train and add rocks and edging to track					
Remove evergreens					
Landscape plan					
Plexiglass to Train cab					
Address sidewalk laminate					
Address antenna requirements on N side wooden pole					
Develop RFP for painting					
Install/secure bell and headlight					
Wire front/rear train lights					
Install flood lamps around train					
Remove wooden poles					
Site Survey					

EXHIBIT C

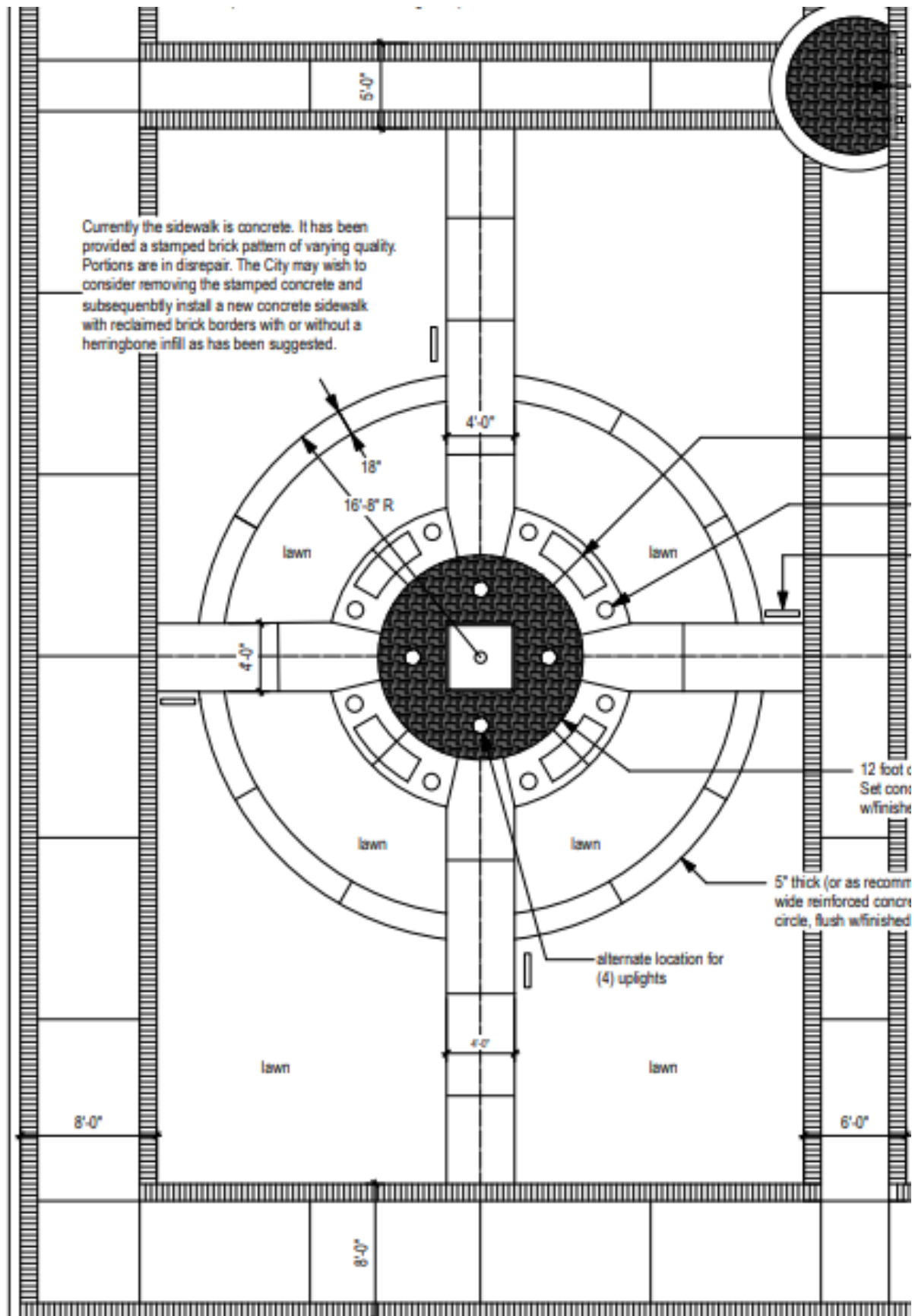
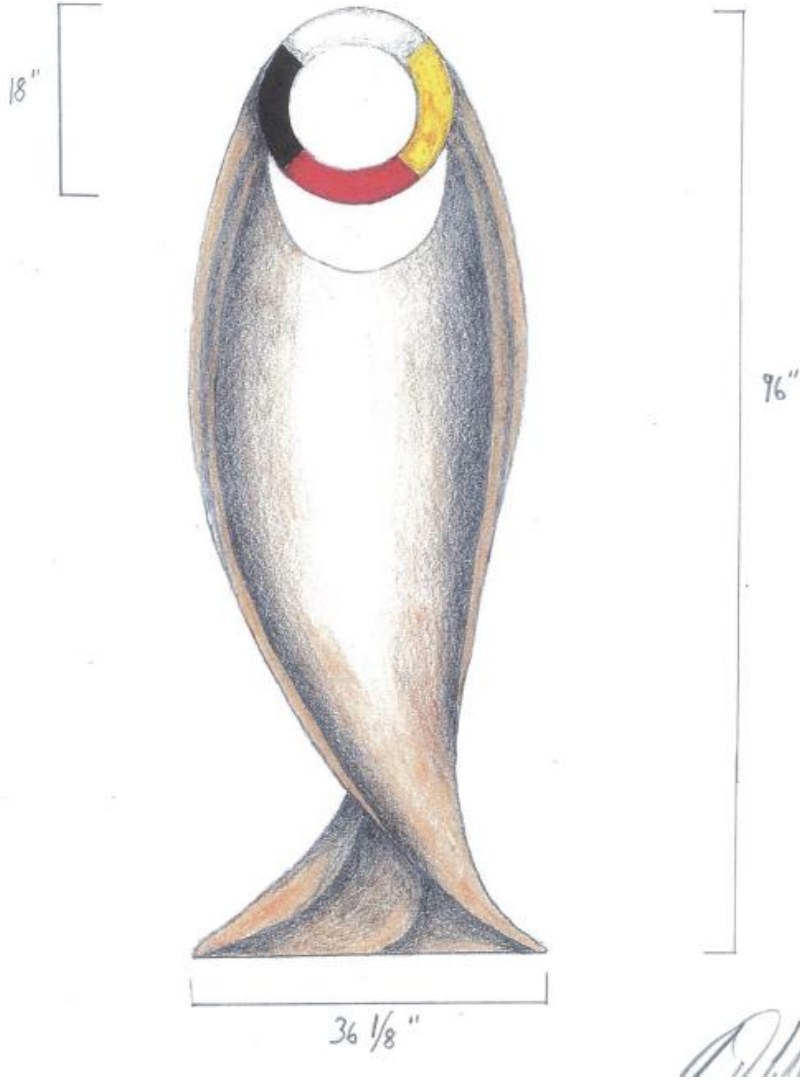


EXHIBIT C



The transmission of this Contract to any Vendor or Party is intended for the purpose of negotiation and review and in no circumstance is considered an offer. Any change, edit or suggestion made by any party is for the purpose of negotiation and review. This Contract shall not be effective until approved and executed by the City of Sheridan City Council or the authorized City of Sheridan Official.



MEMORANDUM OF UNDERSTANDING REGARDING ROTARY PARK USE AND ACCESS

This Memorandum of Understanding is a recitation of the agreement of the City of Sheridan, hereinafter ("City"), and T-4SHR RE INVESTORS, LLC of Sheridan, Wyoming, a Wyoming limited liability company, hereinafter ("Market Hall") and Wild West Hotel, LLC, a Wyoming limited liability company ("Sheridan Inn") and is entered into on the date undersigned.

RECITALS

WHEREAS, the City owns a park located at the corner of Broadway Street and East 5th Street, in Sheridan, Wyoming, referred to as ("Rotary Park"); and

WHEREAS, T-4 SHR RE INVESTORS, LLC owns real property located at West Glacier Park Addition Block 2, Part of Lot 2 with an address of 841 Broadway Street, Sheridan, Wyoming, referred to as ("Market Hall") and Wild West Hotel, LLC owns real property located at Sheridan Land Company's Addition Block 28 with an address of 856 Broadway Street, Sheridan, Wyoming known as the Historic Sheridan Inn, referred to as ("Sheridan Inn");

WHEREAS, Rotary Park has a public parking lot which is only accessible through the private parking lot owned by Market Hall; and

WHEREAS, the City is renovating Rotary Park and the Honoring Project will be placing an art installation within Rotary Park;

WHEREAS, a portion of decorative sidewalk located on the south side of Rotary Park has been constructed on real property owned by Market Hall; and

WHEREAS, a portion of Market Hall is located within the public right of way on Broadway Street.

NOW THEREFORE, in consideration of mutual covenants and conditions set forth herein, the parties memorialize their understanding of the following:

ARTICLE I – Rotary Park Access

- 1.1 Parking Lot Easement. Market Hall shall grant the City an access easement through the Market Hall parking lot to the City public parking lot. The easement shall be 20 feet wide located generally in the location shown on the attached **Exhibit A**. Market Hall may relocate the easement at its discretion provided that access to the City public parking lot is maintained. If any relocation is completed by Market Hall, the City shall execute the necessary Amendment.
 - 1.1.1 The City shall have the easement surveyed at its cost. Upon the survey being completed and a legal description identified, Market Hall shall execute the necessary documents to grant the City an Access Easement which shall be recorded in the office of the Sheridan County Clerk and Recorder.
 - 1.1.2 Liability and Indemnification. The City shall indemnify Market Hall from any claim, suit, damage or other matter relating to the sidewalk in accordance with Article 5,
- 1.2 Sidewalk Use License. A portion of City sidewalk is located on Market Hall real property. The sidewalk is located on the south side of Rotary Park adjacent to the Market Hall parking lot as generally shown in the attached **Exhibit A**. Market Hall hereby gives a license to the City and the public for the use of the sidewalk subject to the following conditions:
 - 1.2.1 Maintenance and Snow Removal. Market Hall shall not be required to remove snow from the sidewalk. Should snow removal be necessary, the City shall provide such service. Additionally, the City agrees to provide general maintenance to the sidewalk as may be required. Market Hall has no obligation to maintain or repair the sidewalk. During any maintenance or repair by the City, the City shall not park or otherwise interfere with Market Hall operations.
 - 1.2.2 Termination. This license may be terminated by Market Hall only after written notice being provided to the City sixty (60) days prior to termination. The parties agree that in the event of notice being provided to the City, the parties will engage in good faith negotiation to preserve the sidewalk for the public's use.
 - 1.2.3 Liability and Indemnification. The City shall indemnify Market Hall from any claim, suit, damage or other matter relating to the sidewalk in accordance with Article 5.
- 1.3 Termination of Easement and License. The Easement and License shall be terminated if the City proceeds with material changes to the use of Rotary Park which were contemplated in this Agreement or disposes the Property.

ARTICLE II – Rotary Park Improvements

- 2.1 Locomotive Improvement. The Rotary Park Train Improvements are described in **Exhibit B**. Except for prohibited actions described in paragraph 2.3, the described improvements are not exclusive, and the City shall not be restricted from making changes or improvements to the Locomotive after the approval of this Agreement. Any improvements which are not on the attached **Exhibit B** may be made by the City without consultation with Market Hall should the improvement be general maintenance or repair. Improvements which are not being conducted for general maintenance shall be submitted to Market Hall thirty (30) days prior to beginning work. Should Market Hall have any objection to an improvement, the City and Market Hall shall engage in good faith negotiations to resolve any issues. Any further Improvements shall not interfere with the overall operations of Market Hall or the Sheridan Inn.
- 2.2 Rotary Park Improvements. The Rotary Park Improvements are described in **Exhibit B**. Except for prohibited actions described in paragraph 2.3, the described improvements are not exclusive, and the City shall not be restricted from making changes or improvements to the Rotary Park after the approval of this Agreement. Any improvements which are not on the attached **Exhibit B** may be made by the City without consultation with Market Hall should the improvement be general maintenance or repair. Improvements which are not being conducted for general maintenance shall be submitted to Market Hall thirty (30) days prior to beginning work. Should Market Hall have any objection to an improvement, the City and Market Hall shall engage in good faith negotiations to resolve any issues. Any further Improvements shall not interfere with the overall operations of Market Hall or the Sheridan Inn.
- 2.3 Honoring Project. The Honoring Project is erecting a sculpture in Rotary Park which is generally located as shown in **Exhibit A** and described in **Exhibit C**. This project will require limited construction. The City agrees that the Easement described in paragraph 1.1 and the license described in paragraph 1.2 shall not be used for the purposes of construction. All access for construction shall occur from City property or public right of way. Additionally, there will be no construction or heavy equipment using the easement described in paragraph 1.2 for construction or maintenance of the Honoring Project Sculpture.
- 2.4 Restricted Improvements. The City shall not make any improvement to the Rotary Park or Locomotive which would be in violation of City Ordinance. Additionally, the City shall not construct a cover over the locomotive without obtaining the consent of Market Hall and the Sheridan Inn.
- 2.5 Temporary Fencing. The City shall install a construction fence and take affirmative steps to preclude use of Market Hall property during any construction activity at Rotary Park.

ARTICLE III – Broadway Street Vacation

- 3.1 Location. A portion of the Market Hall building is located within the City right of way on Broadway Street as generally shown on **Exhibit A**. Market Hall shall retain a surveyor to

provide a legal description for the portion of the building located within the public right of way.

- 3.2 Vacation. The City agrees to vacate a portion of the Market Hall building located in the public right of way in accordance with the procedures defined by Wyoming Statute and City Ordinance. The fee charged by the City to vacate a portion of right of way is waived by the City as consideration for Market Hall requiring the City to purchase the easement described in paragraph 1.1.

ARTICLE IV – Sheridan Inn

- 4.1 Parking Wavier. The City agrees that Market Hall and Sheridan Inn shall be granted a parking waiver in the event they expand the number of rooms at the Sheridan Inn by up to 28 rooms and that increase will not require any further increase in the parking presently available on the two properties. This warrant is consideration for this Agreement.
- 4.2 The Dance. The Dance sculpture located generally on the northeast corner of the Sheridan Inn property is owned by the City. The City shall have the right of access to the sculpture for the purposes of maintenance. Any damage to the surrounding premise as a result of City maintenance, shall be repaired by the City within 10 days of the damage being identified. Sheridan Inn shall not be responsible for the maintenance or repair of the sculpture. Should the Sheridan Inn desire the removal of the sculpture, the Sheridan Inn shall provide the City written notice and the City shall have the sculpture removed within 45 days.

ARTICLE V – Liability, Indemnification and Insurance

- 5.1 Liability Insurance by City. The City shall provide general liability insurance for injury, death, and damage in an amount not less than \$1,000,000 per occurrence and general aggregate covering the Rotary Park.
- 5.2 Indemnity/Governmental Immunity. Each party assumes the risk of any liability arising from its own conduct. With the exceptions set forth herein in Section 1.1.2 and 1.2.3, neither party agrees to insure, defend, or indemnify the other. Provided, however, that the City shall defend Market Hall from any claim made by a City employee which may arise from an event occurring on the easement described in paragraph 1.1, 2.1 and within the Rotary Park. The City does not waive sovereign immunity by entering into this Agreement and specifically retains immunity and all defenses available to it as a sovereign pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.
- 5.3 Hold Harmless. The City hereby agrees to indemnify and hold Market Hall harmless for any claims, damages, or liabilities arising from any negligent or intentional act by the City, and its agents or employees. Market Hall hereby agrees to indemnify and hold the City harmless from all claims and liability to the extent caused by the negligent or intentional activities of Market Hall, its agents, employees, or both, in performing the work required.

ARTICLE VI– MISCELLANEOUS

- 6.1 Entire Understanding. This Memorandum represents the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior agreements, understandings, or negotiations shall be deemed merged herein. No amendments or modifications to this Memorandum shall be made or deemed to have been made unless in writing executed by the parties to be bound thereby.
- 6.2 Notice. All notices, requests, demands or other communications required or permitted by the terms of this Memorandum will be given in writing and delivered to the parties of this Memorandum, as follows:

<u>City:</u> Attn: Public Works Director City of Sheridan 55 E. Grinnell Plaza Sheridan, WY 82801	<u>Market Hall:</u> Attn: Tom Thompson 538 Soldier Creek Road Sheridan, WY 82801 _____
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- 6.3 Attorney Fees and Costs. In the event it becomes necessary for either to retain an attorney to enforce any of the terms or conditions of this Contract, then the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 6.4 Litigation Location and Governing Law. In the event litigation is pursued under this contract it will be in the 4th Judicial District of the State of Wyoming and be subject to Wyoming Law.
- 6.5 Force Majeure. Neither party shall be liable for failure to perform under this Memorandum if: (i) the failure to perform was caused by an impediment beyond its reasonable control; (ii) that the impediment could not reasonably have been anticipated to occur prior to its occurrence; and (iii) that the impediment could not reasonably be avoided or overcome. Such examples could include but are not limited to acts of God, acts of nature, acts of terrorism, government orders, or quarantines. Provided, however, that a party may not invoke this clause for failing to follow Federal or State guidelines concerning epidemics or pandemics which results in a quarantine or other form of impediment. The party to invoke this clause may not do so unless they have given notice to the other party no later than five (5) business days following the force majeure event and provide a report of the actions taken to avoid the impediment. The inability to finance any of the requirements in this Agreement shall not be deemed Force Majeure.
- 6.6 Waiver. The waiver by either party of a breach, default or omission of any of the provisions of this Memorandum by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

6.7 Execution. This Memorandum may be executed in counterparts and shall be fully effective as if all parties executed one original. This Memorandum may be executed via facsimile transmission or PDF format (electronic signatures transmitted via e-mail).

6.8 Authority to Execute. The parties warrant that their representatives have read this Memorandum in its entirety and understand and voluntarily accept and agree that the terms and conditions contained herein are a true and accurate memorandum of the understanding between the parties. Each party represents to the other that it has authority to enter into this Memorandum. The parties further warrant that they have each received whatever independent legal advice they deemed necessary with respect to the advisability of making this Memorandum and the other transactions contemplated hereunder. This Memorandum shall be construed as being jointly drafted by all parties.

IN WITNESS WHEREOF, the parties have duly executed this Memorandum of Understanding this _____ day of _____, 2023.

CITY OF SHERIDAN

MARKET HALL

By: _____
Richard Briger, Mayor

By: _____

Date: _____

Name: _____

Title: _____

ATTEST

Date: _____

City Attorney, Approved as to Form

SHERIDAN INN

By: _____

Name: _____

Title: _____

Date: _____