



**AGENDA
CITY OF SHERIDAN
APRIL 24, 2023
SPECIAL COUNCIL MEETING START 5:00 P.M.**

1. Call to Order
2. Pledge of Allegiance
3. Consideration of the Second Reading of Ordinance 2266 Amending Chapter 4 - Alcohol Updates - City Attorney Brendon Kerns
4. Adjourn

**APRIL 24, 2023
STUDY SESSION COUNCIL MEETING
START 5:30 P.M.**

Discussion of Bid Award to WLM Excavation for the 103 N. Gould Demolition and Cleanup Project in the Amount of \$86,200.00 - Public Works Director Hanns Mercer

Discussion of Bid Award for Astech Corp. for the 2023 Micro-Surface Project in the Amount of \$227,675.00 - Public Works Director Hanns Mercer

3. Discussion of Amended Parking Lot Agreement with Verdello LLC - City Attorney Brendon Kerns
4. Discussion of MOU with Sheridan County for the Opioid Settlement Agreement- City Attorney Brendon Kerns
5. Discussion of Chamber Funding MOU - City Attorney Brendon Kerns
6. Discussion of Resolution #20-23 Regarding a Bar and Grill Liquor License Award Process - City Clerk Cecilia Good
7. Discussion of Honoring Project Agreement to Accept the Infrastructure and Statue to be Installed at Rotary Park - City Clerk Cecilia Good
8. Strategic Planning Review - City Administrator Stuart McRae



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 3. Consideration of the Second Reading of Ordinance 2266 Amending Chapter 4 - Alcohol Updates -
Name: City Attorney Brendon Kerns
From: Brendon Kerns, City Attorney
To: Mayor and Council
CC:
Date:

Attachments

Memo
Ordinance Redlined
Ordinance Clean
zoning map
SF 0013

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 19, 2023
To: Mayor and Council
RE: Alcohol Committee – Proposed Ordinance 2266

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

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. § 12-4-413. 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 City 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 City Administrator 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 Ordinance 4-8 or pursuant to the City Governing Body's approval of a modified Plan of Operation.

(d) *Downtown Business District.* A licensee in the Downton Business District, defined by City Ordinance 3-14, who desires to use public sidewalks, streets or alleys for the sale or

consumption of alcoholic beverages, shall be required to enter into an agreement with the City, approved by the City Governing Body. The licensee shall pay a fee in the amount approved by the City Governing Body. The agreement shall be incorporated into the Licensee's Plan of Operation.

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

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

(a) *Operational Requirements.* 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 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 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 licensee 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 extension may be granted by the Governing Body upon a finding of good cause;

(C) Third Extension. Should a licensee 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 extension may be granted by the Governing Body upon a finding of extraordinary circumstances.

(3) In granting the extensions provided above, the Governing Body shall determine the dates of commencement and expiration.

(4) Any licensee that is not operational and not eligible for or did not receive an extension is subject to non-renewal or revocation of its license by the Governing Body. Provided, the Governing Body shall not deny a renewal or revoke a license solely on the grounds that the licensed enterprise closed due to an epidemic or damage to its building caused by fire, flood, or acts of nature. A licensee 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 Body until certified as complete by the City Clerk. Any license which has not been approved by the Governing Body 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 and 413.

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

(d) *Transfer and Issuance.* 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 the licensee shall comply with the following requirements.

(1) The application to transfer or for issuance shall include:

(A) 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;

(C) Proof of compliance or will be made compliant, with current City zoning requirements;

(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 accepted by the City Clerk.

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

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

(B) 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.

(e) *Renewal, Transfer and Issuance Considerations.* The City Governing Body shall review and act upon all applications made to it pursuant to W.S. § 12-4-102 and be consistent with W.S. § 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 City 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).

(6) 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.

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. § 12-4-413. 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 City 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 City Administrator 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 Ordinance 4-8 or pursuant to the City Governing Body's approval of a modified Plan of Operation.

(d) *Downtown Business District.* A licensee in the Downton Business District, defined by City Ordinance 3-14, who desires to use public sidewalks, streets or alleys for the sale or

consumption of alcoholic beverages, shall be required to enter into an agreement with the City, approved by the City Governing Body. The licensee shall pay a fee in the amount approved by the City Governing Body. The agreement shall be incorporated into the Licensee's Plan of Operation.

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

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

(a) *Operational Requirements.* 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 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 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 licensee 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 extension may be granted by the Governing Body upon a finding of good cause;

(C) Third Extension. Should a licensee 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 extension may be granted by the Governing Body upon a finding of extraordinary circumstances.

(3) In granting the extensions provided above, the Governing Body shall determine the dates of commencement and expiration.

(4) Any licensee that is not operational and not eligible for or did not receive an extension is subject to non-renewal or revocation of its license by the Governing Body. Provided, the Governing Body shall not deny a renewal or revoke a license solely on the grounds that the licensed enterprise closed due to an epidemic or damage to its building caused by fire, flood, or acts of nature. A licensee 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 Body until certified as complete by the City Clerk. Any license which has not been approved by the Governing Body 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 and 413.

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

(d) *Transfer and Issuance.* 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 the licensee shall comply with the following requirements.

(1) The application to transfer or for issuance shall include:

(A) 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;

(C) Proof of compliance or will be made compliant, with current City zoning requirements;

(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 accepted by the City Clerk.

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

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

(B) 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.

(e) *Renewal, Transfer and Issuance Considerations.* The City Governing Body shall review and act upon all applications made to it pursuant to W.S. § 12-4-102 and be consistent with W.S. § 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 City 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).

(6) 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

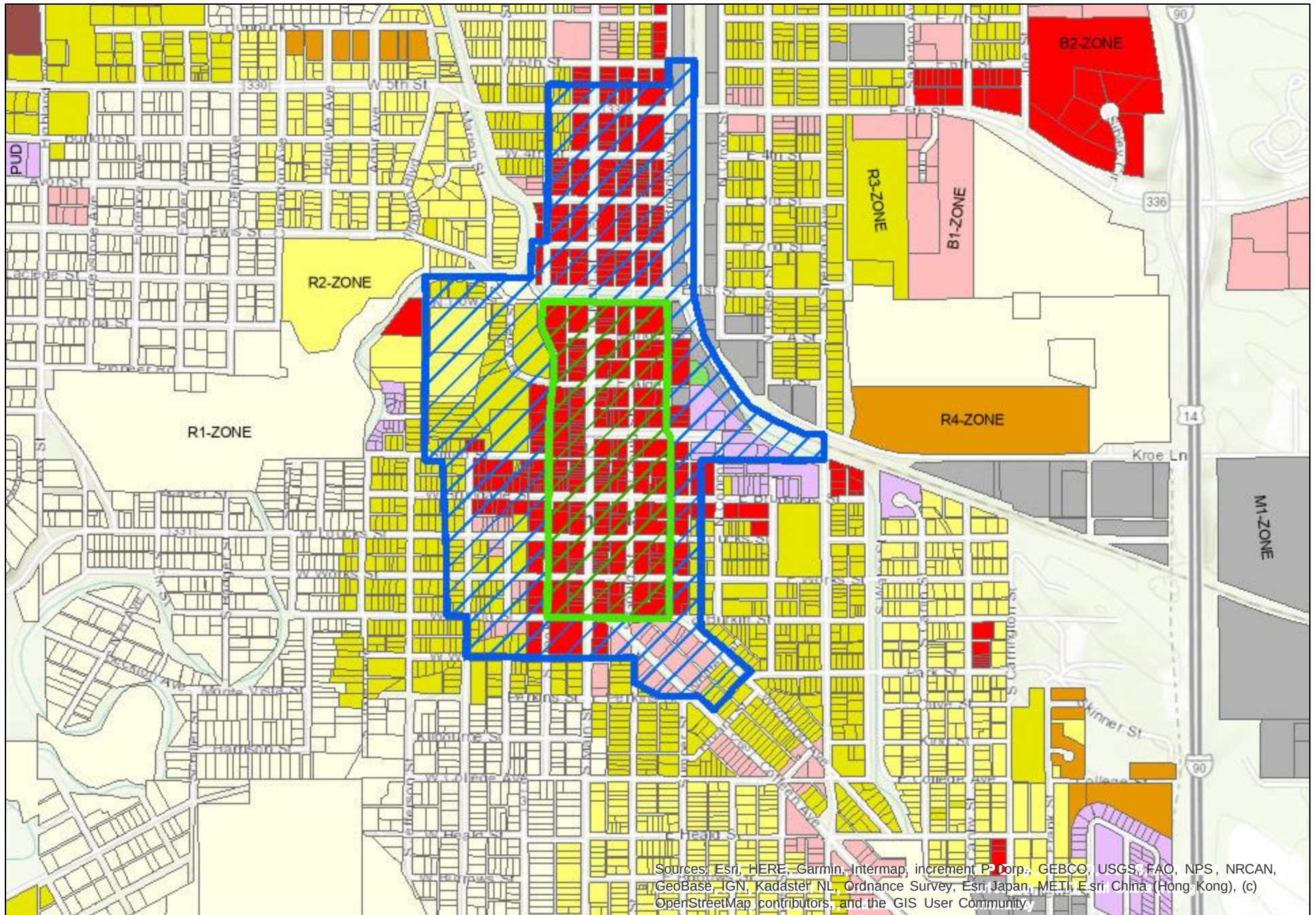
FIRST READING: _____

SECOND READING: _____

THIRD READING: _____

PUBLISHED: _____

EFFECTIVE THE ____ DAY OF _____, 2023.



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;

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

(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)



CITY OF SHERIDAN, WYOMING

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

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

Public Works

MEMORANDUM

Project Name: Discussion of Bid Award to WLM Excavation for the 103 N. Gould Demolition and Cleanup Project in the Amount of \$86,200.00 - Public Works Director Hanns Mercer

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 103 N. Gould Demolition and Cleanup Project to WLM Excavation for the bid amount of \$86,200.

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:

Resolution 35-22, Approved August 1, 2022, directed the Public Works Director to:

- Obtain estimates to demolish the Cook Ford Building and pave the demolished area
- Determine the cost of remodeling or constructing a new public restroom
- Determine the feasibility of renting parking spaces to downtown businesses

It was determined that demolition of the Cook Ford Building and paving the demolished area to provide parking spaces for the downtown businesses during the upcoming Main Street project was the most feasible and economical option.

The project was advertised on March 22, March 27, and April 3, with a pre-bid conference held on April 4. Bids were due on April 13.

Bids Received:

● Wyoming Demolition	\$91,500.00
● SSR Construction Inc.	\$92,500.00
● WLM Excavation	\$86,200.00
● Mountain View Building, Inc.	\$239,700.00
● LJS Concrete & Excavating	\$167,000.00

Discussion:

The project consists of the demolition and cleanup of the 103 N. Gould Street property. The property makes up a total of 0.38 acres and is located between Gould Street and Brundage Street. The work includes, but is not limited to, demolition of the building and foundation, placing structural fill in the former building basement, disposal of demolition materials and scrap metal, disconnecting water and sanitary sewer services, reclamation of the site and bringing in 4" of base material for future paving. The contractor will be responsible for obtaining all required permits and site safety and security.

Funding:

The project is funded with \$115K from the current budget revision and \$50k from GPET funds.



CITY OF SHERIDAN, WYOMING

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

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

Public Works

MEMORANDUM

Project Name: Discussion of Bid Award for Astech Corp. for the 2023 Micro-Surface Project in the Amount of \$227,675.00 - Public Works Director Hanns Mercer

From: Hanns Mercer, Public Works Director

To: Mayor and Council

CC:

Date: 03/28/2023

Recommendation:

The City of Sheridan received sealed bids for the 2023 Micro-Surface Project and the bid opening took place on April 18, 2023. Staff recommends that the Mayor and City Council award the 2023 Micro-Surface Project to Astech Corp., the lowest qualified bid, in the amount of \$227,675.00.

Staff requests that for the 2023 Micro-Surface Project, the Mayor and City Council authorize the Public Works Director, Hanns Mercer, to act on behalf of the Council and Mayor on all matters related to this project.

Background:

The Project consists of micro-surfacing approximately 43,150 sq yd of City of Sheridan Streets bounded by B Street, E. 5th Street, Sheridan Avenue, and Crook Street, and Sheridan Avenue from E. 5th Street to Kroe Lane.

This project was advertised on March 29, April 5, and April 15, and bids were due on April 18. A pre-bid conference was held on March 29.

Bids Received:

- | | |
|---|--------------|
| ● Astech Corp. Asphalt Surface Technologies Corporation | \$227,675.00 |
| ● Intermountain Slurry Seal Inc. | \$255,589.50 |

Funding:

This project is funded with Pavement Preservation Project funds.

Attachments

Exhibit



E 5th St

E 5th St

E 5th St

E 5th St

Crook St

N Custer St

N Sheridan Ave

E 4th St

E 4th St

Crook St

N Custer St

N Sheridan Ave

E 3rd St

E 3rd St

Crook St

N Custer St

N Sheridan Ave

E 2nd St

E 2nd St

Crook St

N Custer St

N Sheridan Ave

E 1st St

E 1st St

E 1st St

Crook St

N Custer St

N Sheridan Ave

E Mandel St

A St

A St

Burlington Northern Railroad
Little Goose Creek

N Custer St

N Sheridan Ave

E Alger Ave

B St

N Sheridan Ave

2023 Micro-Surfacing Exhibit



KROE Ln



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: 4. Discussion of MOU with Sheridan County for the Opioid Settlement Agreement- City Attorney
Brendon Kerns

From: Brendon Kerns, City Attorney
To: Mayor and Council
CC:
Date:

Discussion:

See attached memo and settlement

Attachments

Memo
Settlement 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 19, 2023
To: Mayor and Council
RE: City and County Opioid Settlement Funds

Mayor and Council,

The City approved the OneWyo II Opioid Settlement Memorandum of Agreement provided by the Wyoming Attorney General's Office on April 3, 2023. As was stated at the time of approval, the intent was for the City to set over the funds it received from the settlement to the County. The County will use the funds to support its opioid mitigation programs. The MOU in your packet provides the necessary agreement to allow the City to transfer the funds to the County. Essentially, the City will transfer the funds as they are received. The County must use the funds in a manner authorized by the OneWyo II Agreement.

TARVER, KERNS & BUNTING, LLP



Brendon E. Kerns

**CITY AND COUNTY
OPIOID SETTLEMENT MOU**

This Memorandum of Understanding (“MOU”) is made between the City of Sheridan (“City”), Sheridan County (“County”) regarding the opioid settlement funds to be received by the City of Sheridan .

WHEREAS, the City entered into the OneWyo II Opioid Settlement Memorandum of Agreement, hereinafter “OneWyo II”, and expects to receive settlement funds; and

WHEREAS, the settlement funds uses are restricted and the City does not have established programs to utilize the funds; and

WHEREAS, the County is also receiving settlement funds and has the capability of using the funds in accordance with the rules and restriction of the OneWyo II;

NOW, THEREFORE, BE IT RESOLVED:

1. The City shall deliver the Opioid Settlement Funds it receives to the County.
2. The County shall expend settlement funds in a manner which complies with the rules and restrictions of the OneWyo II. Should the County be found to have used settlement funds for non-approved expenditures, the County shall be required to cure the unapproved expenditures, at its cost, in accordance with OneWyo II Article VI D.
3. The County shall provide the City any necessary documentation and information necessary to meet all reporting requirements of the OneWyo II Article VI.

DATED this _____ day of _____, 2023.

CITY OF SHERIDAN

SHERIDAN COUNTY

Richard Bridger, Mayor

Christi Haswell, Chairman

Dated: _____

Dated: _____

ATTEST:

ATTEST:

Cecilia Good
City Clerk

Eda Schunk Thompson
Sheridan County 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: 5. Discussion of Chamber Funding MOU - City Attorney Brendon Kerns
From: Brendon Kerns, City Attorney
To: Mayor and Council
CC:
Date:

Discussion:

See attached MOU and memo

Attachments

Memo

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 19, 2023
To: Mayor and Council
RE: MOU – Chamber of Commerce Marketing Campaign

Mayor and Council,

To help mitigate the effect of Main Street reconstruction, the Mayor and Chamber of Commerce have developed a marketing plan for the effected Sheridan downtown business. Essentially, the City would provide the Chamber \$1,200 on May 1, 2023 and \$2,400 on May 1, 2024 to market the Sheridan Downtown. The MOU in your packet sets forth the details of the arrangement.

TARVER, KERNS & BUNTING, LLP



Brendon E. Kerns

CITY OF SHERIDAN and SHERIDAN COUNTY CHAMBER OF COMMERCE MOU

This Agreement is made by and between the City of Sheridan, a municipal corporation, hereinafter referred to as the “City,” and Sheridan County Chamber of Commerce, hereinafter referred to as the “Chamber”.

WHEREAS, the Main Street reconstruction will result in significant disruption to the Sheridan Downtown Business District; and

WHEREAS, the City may, in accordance with W.S. 15-1-111, advertise the resources of the City; and

WHEREAS, the businesses located with the Sheridan Downtown Business District are resources of the Sheridan and the Governing Body finds it necessary to advertise these resources during the Main Street reconstruction;

WHEREAS, City has determined that the services provided by the Chamber in Sheridan, Wyoming, as hereinafter set forth, are of direct benefit to the City of Sheridan and its residents, and that the City should assist in the funding thereof for the term of this Agreement.

NOW, THEREFORE, the City and Chamber hereby agree as follows:

1. SCOPE OF SERVICES: The Chamber shall conduct a marketing campaign focused on the businesses affected by the Main Street reconstruction during 2023 and 2024.
2. TERM: This Agreement shall commence on May 1, 2023 and continue in force until December 30, 2024.
3. COMPENSATION AND METHOD OF PAYMENT: The City agrees to provide Chamber with \$1,200.00 on May 1, 2023 and \$2,400 on May 1, 2024.
4. USE OF FUNDS LIMITS: The Chamber shall not use any of the funds for any purpose other than a marketing campaign focused on the businesses affected by the Main Street reconstruction during 2023 and 2024.
5. DEFAULT/TERMINATION: Any one or more of the following acts or omissions of this Agreement may constitute an event of default or termination.
 - a. The City may terminate this Agreement upon notice to the Chamber for the following:
 - i. Dissolution, bankruptcy, or insolvency of the Chamber
 - ii. Chamber acted fraudulently, negligently or completed an application for funding which could be construed as fraudulent, materially incorrect or materially misleading
 - iii. Violation of any Federal, State or Local law
 - iv. Notice approved by the Governing Body terminating this agreement
6. AMENDMENT: Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.

7. AUDIT AND ACCESS TO RECORDS: The City and its representatives shall have access to any books, documents, papers, electronic data, and records of the Chamber which are pertinent to this Agreement for auditing purposes. These documents shall be retained by the Chamber for a period of three (3) years after the end of this Agreement or the termination date, whichever is first.
8. NOTICES: All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to all parties at the addresses below either by regular mail, facsimile, email, or delivery in person.

City of Sheridan
City Clerk's Office
55 Grinnell Plaza
Sheridan, WY 82801

Chamber
Sheridan County Chamber of Commerce

Sheridan, WY 82801

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the date of mailing.

9. INDEPENDENT/NONEMPLOYEE STATUS: The Chamber and its employees shall function independently from the City for the purposes of this Agreement and shall not be considered an employee of the City of Sheridan for any purpose. Consistent with the express terms of this Agreement, the Chamber shall be free from control or direction over the details of the performance of services under this Agreement. The Chamber shall assume sole responsibility for any debts or liabilities that may be incurred by the Chamber in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Chamber or its agents or employees to act as an agent or representative for or on behalf of the City of Sheridan to incur any obligation of any kind on behalf of the City of Sheridan.
10. POLITICAL ACTIVITY: Chamber shall not use any funds received from the City to engage in any political activity designed to bolster or harm any political party, its specific political platform, Political Action Committee, ballot measure, or candidate for public office. Chamber may provide written or verbal information to individuals or candidates upon request provided such information is made available to the public at large on an equal basis. Chamber may sponsor public forums organized to educate the general public on issues relevant to the activities subject to this Agreement.
11. KICKBACKS: Chamber certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this funding, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this funding.
12. APPLICABLE LAW, RULES OF CONSTRUCTION, AND VENUE: The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the Fourth Judicial District, Sheridan County, Wyoming.
13. ASSIGNMENT: Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Chamber shall not use this Agreement, or any portion thereof, for collateral for any financial obligation.

14. COMPLIANCE WITH LAWS: Chamber shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement. Failure to do so will give the City the right to immediately terminate this Agreement.
15. NON-DISCRIMINATION: In rendering services under this Agreement, Chamber shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.
16. ENTIRETY OF AGREEMENT: This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representation, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
17. FORCE MAJEURE: Neither party shall be liable for failure to perform under this Agreement if:
 - a. the failure to perform was caused by an impediment beyond its reasonable control;
 - b. that the impediment could not reasonably have been anticipated to occur prior to its occurrence; and
 - c. that the impediment could not reasonably been avoided or overcome.

Such examples could include but is not limited to acts of God, acts of nature, acts of terrorism, government orders, or quarantines. Provided, however, 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.

18. INDEMNIFICATION: Chamber shall indemnify, hold harmless, and assume the defense of the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly accruing or arising as a result of or in connection with Chamber's activities in relation to this Agreement.
19. SEVERABILITY: Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
20. GOVERNMENTAL IMMUNITY: The City of Sheridan expressly reserves the right to invoke governmental immunity for any claim arising out of this Agreement pursuant to the Wyoming Governmental Claims Act, W.S. § 1-39-101 *et seq.*
21. THIRD PARTIES: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained herein shall operate only between the parties and shall be solely to their benefit. The parties hereto intend and expressly agree that only signatories shall have any legal or equitable right to seek enforcement, any remedy arising out of a party's performance or failure to perform any terms or conditions hereof, or to bring an action for the breach of this Agreement.
22. TITLES NOT CONTROLLING: Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

23. WAIVER: The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
24. ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties, and there are no other terms or conditions, oral or written, concerning, or controlling this matter. Time is of the essence hereof.
25. SIGNATURES: The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth herein.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement on: _____, 2023.

CITY OF SHERIDAN, WYOMING

CHAMBER OF COMMERCE

Richard Bridger, Mayor

By

ATTEST:

Print Name

Cecilia Good, City Clerk

Title



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: 6. Discussion of Resolution #20-23 Regarding a Bar and Grill Liquor License Award Process - City Clerk Cecilia Good
From: Cecilia Good, City Clerk
To: Mayor and Council
CC: City Administrator Stuart McRae
Date: 04/24/2023

Background:

The Alcohol Committee was created March 20, 2023 to address the following topics:

- 1) Recommend ordinance changes necessary to respond to Wyo statutory amendments
- 2) Identify what should not be considered entertainment
- 3) Identify what level of food service constitutes a "grill"
- 4) Recommend a Bar and Grill award process and
- 5) Review other staff recommended amendments

The attached Resolution addresses item #4 and recommends a process to review and approve Bar and Grill liquor license applications.

Discussion:

Please see attached Resolution

Attachments

Resolution

CITY OF SHERIDAN
RESOLUTION 20-23

A RESOLUTION ESTABLISHING CRITERIA FOR THE ADVERTISEMENT AND AWARD OF BAR AND GRILL LICENSES.

WHEREAS the City of Sheridan will be awarded four new Bar and Grill licenses due to new legislation passed during the 2023 legislative session effective Jul 1, 2023; and

WHEREAS there are currently two open licenses, resulting in six available licenses on Jul 1, 2023; and

WHEREAS the City of Sheridan wishes to set criteria for the issuance of the Bar and Grill licenses prior to awarding a license.

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

1. The City Clerk shall publish a notice that the City has six Bar and Grill licenses available upon passage of Resolution 20-23. The notice to the public shall be published in the Sheridan Press and on the website for a period of not less than three weeks. The notice shall direct applicants to the City Clerk’s Office for questions and application materials.
2. Applicants shall submit the following information in addition to the required information outlined in Title 12 of Wyoming State Statute and Chapter 4-14 in City Code:
 - a. Detailed business plan with projected revenue and a comprehensive outline of proposed operations
 - b. Explanation detailing the benefit of the proposed business to the City of Sheridan and its residents
 - c. Anticipated percentages of food service, entertainment, and alcohol sales
 - d. Agreement to permit the City of Sheridan to conduct the inspections necessary for conducting proposed business operations
3. Completed applications shall be submitted to the Clerk’s Office no later than: **DATE**
- 3-4. Should there be sufficient licenses to be awarded to the applicants by the above date, the City shall proceed with the consideration of award to the applications submitted.
- 4-5. Should there be more applications than licenses, the applicants shall have the opportunity to present their proposals to Council at some point after **DATE**. Each applicant shall be given an equal allotted time for their presentation.
- 5-6. The Council shall consider the proposals at a meeting to be held after the presentations have been completed.
- 6-7. The City Clerk will defer acceptance of application for the issuance of a Bar and Grill license between the deadline for receiving applications and Council’s decision regarding the award of the licenses.

PASSED, APPROVED AND ADOPTED THIS 17th DAY OF APRIL, 2023.

CITY OF SHERIDAN:

Richard Bridger, Mayor

ATTEST:

Cecilia Good, City Clerk

Commented [1]: This will change with the amendments

Formatted: Space Before: 0 pt, After: 0 pt

Formatted: Font: Not Bold



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: 7. Discussion of Honoring Project Agreement to Accept the Infrastructure and Statue to be Installed at Rotary Park - City Clerk Cecilia Good

From: Cecilia Good, City Clerk

To: Mayor and Council

CC: City Administrator Stuart McRae

Date: 04/24/2023

Recommendation:

Staff recommends that the Mayor and Council approve the agreement with the Honoring Project to accept the infrastructure and statue to be installed at Rotary Park.

Background:

Resolution 19-20 passed in August 2020 approved the placement of the Honoring Project sculpture in Rotary Park. This included a 30' x 30' circular pathway with an 8-12' tall sculpture. The Honoring Project requested that the sculpture and infrastructure be donated to the City.

The Honoring Project has moved forward with securing an artist for the sculpture and crafting an RFP to solicit bids from contractors to assist with the pathway portion of the project. With the construction anticipated to begin later this year, staff is bringing forward the attached contract agreeing that the Honoring Project will donate the completed memorial after the project has been completed. The \$2,500 in funding to be provided to the Honoring Project for assistance with the building of the statue base is coming out of the SPAC budget.

Discussion:

Please see the attached agreement and exhibit.

Attachments

agreement

Exhibit

Notice of Donor or Transfer

CITY PROPERTY USE AGREEMENT

ALL AMERICAN INDIAN DAYS MEMORIAL

THIS CITY PROPERTY USE AGREEMENT (“Agreement”) is made and entered into by and between the **City of Sheridan** (“City”), 55 Grinnell Plaza, Sheridan WY, 82801 and **The Honoring Project**, a Wyoming Nonprofit Corporation, 110 E. Brundage Ln., Sheridan WY 82801, effective on the date stated below.

1. **Property Description.** The City owns certain real property located at Rotary Park, in Sheridan, Wyoming, more particularly described as West Glacier Park Addition Block 2 Lot 1. This Agreement does not create any claim of title, possession or ownership and is not intended to run with the property described.
2. **Construction.** The Honoring Project shall place the All American Indian Days Memorial which includes several components: Mitakuye Oyasin, a centerpiece Artwork, memorial benches, pavers and educational panels on the real property generally located and shown in said **Exhibit A**. Such components of the All American Indian Days Memorial shall be approved by the City Parks Director prior to construction and/or placement.
 - a. The Honoring Project shall construct the components of the All American Indian Days Memorial at its own cost and in compliance with all City ordinances.
 - b. Any electricity required for the All American Indian Days Memorial shall be installed by the City of Sheridan.
 - c. The Sheridan Public Arts Committee shall provide The Honoring Project \$2,500.00 to be applied towards the preparation and construction of the Artwork. The Honoring Project shall provide an invoice itemizing costs and expenses. The City shall provide payment to The Honoring Project or its contractors within 45 days of receipt of the invoice.
3. **Term.** This Agreement shall be perpetual until terminated as allowed herein.
4. **Ownership.** The All American Indian Days Memorial shall be assigned and transferred to the City in accordance to the Notice of Donation or Transfer. **See Exhibit B**. The Artist shall retain copyright of the Artwork, but has granted to the City of Sheridan, a non-exclusive, limited, perpetual, irrevocable, worldwide, free of all charges, transferable license to use images of the Artwork, as outlined in this Contract, for promotional and non-sales purposes.
5. **Access.** The All American Indian Days Memorial and area shown in **Exhibit A** shall be open to the public; provided, however, that the City may restrict access to the Artwork All American Indian Days Memorial as it deems necessary.
6. **Maintenance.** Written instructions for the care and conservation of Mitakuye Oyasin will be conveyed by the Honoring Project. After construction the City shall be solely

responsible for the maintenance and repair of the All American Indian Days Memorial. The level and quality of maintenance performed by the City will be at its discretion with no obligation or warranty made to the Honoring Project.

- a. Repairs may be preformed by the City after the City makes reasonable effort to consult with the Artist concerning the repair and restoration of the Artwork. To the extent the City determines it is appropriate, the Artist will be given the opportunity to perform substantial repairs to and restoration of the Artwork for a reasonable fee. If the City and the Artist cannot agree whether the Artwork should be repaired, or in what manner, the City will make the final decision regarding whether and in what manner the Artwork will be repaired.
7. **Relocation.** The City may relocate the All American Indian Days Memorial should the park be vacated in accordance with W.S. 15-7-301 through 305 or which may be require or public safety. Provided, the City shall make reasonable effort to provide notice to the Artist, and to the extent the City determines appropriate retain the Artist to assist in with relocation for a reasonable fee.
8. **Utilities.** The City shall pay for all ongoing utilities, including electricity costs, for the Artwork All American Indian Days Memorial. Installation of utilities shall be at the cost of the City of Sheridan.
9. **Third-Party Beneficiaries and Transferability.** The parties do not intend to create in any other party the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between parties hereto and shall inure solely to the benefit of the parties to this Agreement. This Agreement is not transferable without the written consent of the City.
10. **Indemnity/Governmental Immunity.** The Honoring-Project shall assume the risk of any liability arising during construction of the All American Indian Days Memorial and shall hold harmless, defend and indemnify the City. The City does not waive governmental 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 law. After completion of construction, the Honoring Project assumes no risks of any liability and does not hold harmless, defend or indemnify the City.
11. **Modifications.** Any changes, modifications, revisions or amendments to this Agreement must be mutually agreed upon in writing by the parties.
12. **No Waiver.** The failure of the either party to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that party may have regarding that specific term or condition nor deemed a waiver of any prior or subsequent breach. If a term in this Agreement is determined to be illegal, then the rest of this Agreement shall remain in full force and effect and shall be binding upon parties.

13. Notices. All notices required herein shall be delivered to the addresses stated above and shall be deemed to have been delivered upon being placed in the United States First Class mail. Notices to the City shall be directed to the Attention of the City Parks Director.

14. Miscellaneous. The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the Fourth Judicial District, Sheridan County, Wyoming.

DATED this _____ day of _____, 2023.

CITY OF SHERIDAN

**The Honoring Project, a
Wyoming Nonprofit Corporation**

By: _____
Richard Bridger, Mayor

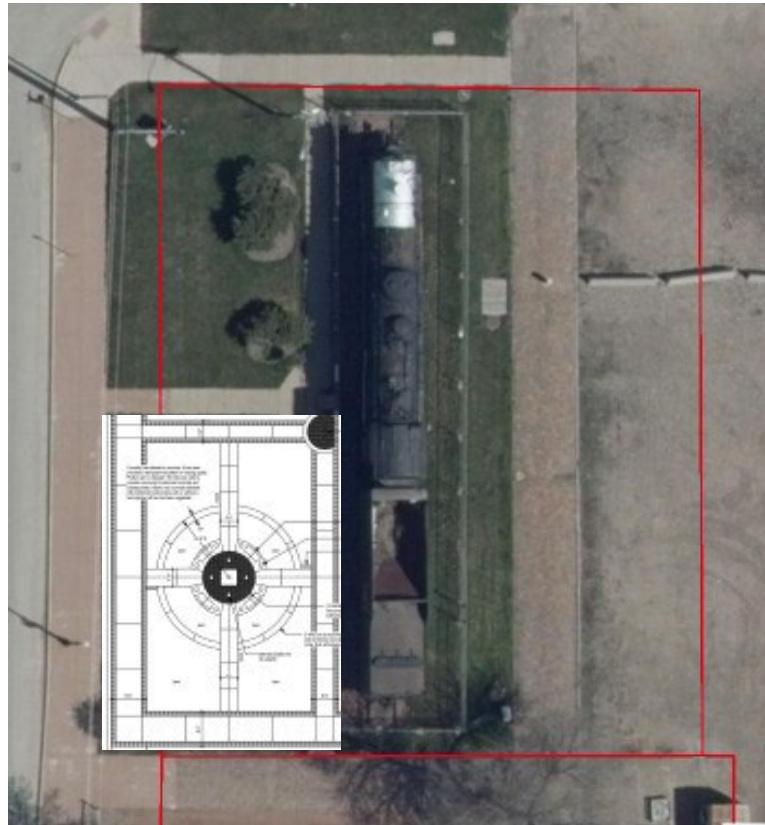
By: _____
Authorized Agent

Attest: _____
City Clerk

Sheridan Public Arts Committee

By: _____

EXHIBIT A



18"

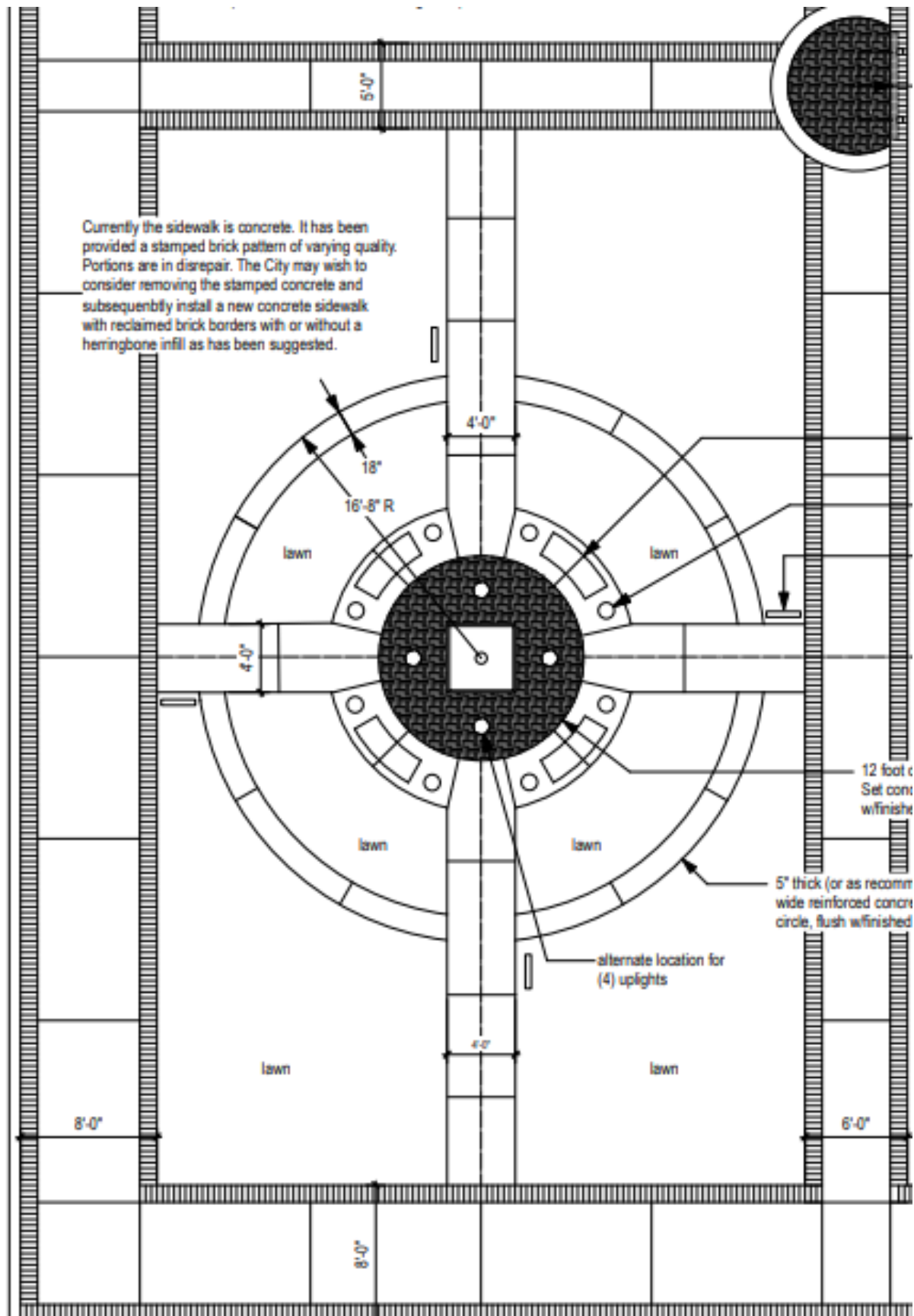


36 1/8"



76"

Blk



Notice of Donation or Transfer

KNOW ALL MEN BY THESE PRESENTS, that **Honoring Project**, whose address is 110 E. Brundage Ln. Sheridan, WY 82801 (“Donor”), does by these presents, transfer and conveys unto the **City of Sheridan, a Wyoming Municipality**, by and through **the Sheridan Public Art Committee**, (“City”), and City’s legal representatives, successors and assigns, all of Donor’s right, title and interest, free from all liabilities and encumbrances, the following:

- a) All the specific artwork set forth and described on **Exhibit A**, attached hereto.

Donor covenants that Donor is the lawful owner of and has the right to gift, donate, transfer or convey said artwork; that said artwork is free and clear of mortgages, security interests, liens and all other encumbrances; and Donor will warrant and defend the gift, donation, transferor conveyance of said artwork against the claims of all others.

IN WITNESS WHEREOF, the undersigned has executed this Notice of Donation or Transfer this _____ day of _____, 2023.

Donor Signature

Donor Name