AGENDA
CITY OF SHERIDAN
MAY 1, 2023
REGULAR COUNCIL MEETING START 7:00 P.M.

1. Call to Order

2. Pledge of Allegiance

3. Invocation to be given by Joel Dingman, St. Peter's Episcopal Church

4. Roll Call of Members

5. Consideration of Agenda

6. Community Update

   A. Dog and Cat Shelter Update - AJ Evans, Executive Director

   B. Proclamation for Building Safety Month - Building Supervisor Jessie Koltiska and Permit Technician Ashley Garcia.

7. Comments from the Public

8. Consent Agenda

   A. Amended Parking Lot Agreement with Verdello LLC

   B. Welcome Market Hall Agreement

   C. Honoring Project Agreement to Accept the Infrastructure and Statue to be Installed at Rotary Park

   D. MOU with Sheridan County for the Opioid Settlement Agreement

   E. Bid Award to Montana Mold Services LLC for the 103 N. Gould Asbestos Abatement in the Amount of $53,825

   F. Bid Award to WLM Excavation for the 103 N. Gould Demolition and Cleanup Project in the Amount of $86,200

   G. Bid Award for Astach Corp for the 2023 Micro-Surface Project in the Amount of $227,675

H. Resolution #20-23 Regarding a Bar and Grill Liquor License Award Process

I. Minutes of Regular Council Meeting April 17, 2023

J. Minutes of Special Council Meeting April 24, 2023

K. Claims

9. Staff Update

A. Building Department Update (Permits) - Building Supervisor Jessie Koltiska

B. Washington Park Update - Public Works Director Hanns Mercer and Parks Director Steve Gage

OLD BUSINESS

10. Consideration of the Third and Final Reading of Ordinance 2266 Amending Chapter 4 - Alcohol Updates - City Attorney Brendon Kerns

11. Consideration of the Third and Final Reading of Ordinance 2265 Regarding Emergency Operations Funding - City Attorney Brendon Kerns

12. Consideration of the Third and Final Reading for Ordinance 2264 Water Rights Petition Authorization - City Attorney Brendon Kerns

13. Consideration of the Third and Final Reading for PL-23-4, Ordinance 2261, Annex 14,308 sq ft of Holloway Ave. Right of Way - Public Works Director Hanns Mercer

NEW BUSINESS

14. Consideration of Fire Prevention Defrayment Costs - City Attorney Brendon Kerns and Public Works Director Hanns Mercer

15. Consideration of Chamber Funding MOU - City Attorney Brendon Kerns

16. Council Comments and Requests for Future Agenda Items

17. Adjournment

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

Executive

MEMORANDUM

Project Name:	**Proclamation for Building Safety Month - Building Supervisor Jessie Koltiska and Permit Technician Ashley Garcia.**
From:	Bev Leichtnam, Governmental Relations Admin. Specialist
To:	Mayor and Council
CC:	
Date:	

Attachments

Proclamation

PROCLAMATION

Building Safety Month — May, 2023

WHEREAS, the City of Sheridan is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

WHEREAS, these modern building codes include safeguards to protect the public from hazards such as, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

WHEREAS, "It Starts with You," The theme for Building Safety Month 2023, encourages us all to raise awareness about building safety on a personal, local and global scale, and;

WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Richard Bridger, Mayor of the City of Sheridan, do hereby proclaim the month of May 2023 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sheridan, Wyoming to be affixed this 1st day of May, 2023.

Richard Bridger, Mayor
City of Sheridan, Wyoming

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

Attorney

MEMORANDUM

Project Name:	**Amended Parking Lot Agreement with Verdello LLC**
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	
Date:	

Attachments

Memo
Lease Redlined
Exhibit A

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 26, 2023**
To: **Mayor and Council**
RE: **Bede (Verdello) Parking Lot Agreement**

Mayor and Council,

Please find the attached amended parking lot agreement for the Verdello parking lot. This amendment is needed to clarify a few matters:

(1) City parking is limited to 1 hour.

(2) City use is limited to the current uses.

(3) The use of the parking lot is the consideration for Verdello using the sidewalk as part of their business.

TARVER, KERNS & BUNTING, LLP

Brendon E. Kerns

LEASE FOR USE OF PARKING LOT

THIS Lease for Use of Parking Lot ("Lease") is entered into and effective the _____ day of _____, 2022 (herein "Effective Date") by and between MARK A. BEDE and KATHERINE M. BEDE, as Trustees of the BEDE FAMILY REVOCABLE TRUST DATED _____ (herein "Owner"), and the City of Sheridan, Wyoming, a municipal corporation (herein "City").

WHEREAS, Owner owns certain real property located at 21-23-25 Grinnell Plaza, Sheridan, WY 82801, consisting of both a parking lot and commercial building (the "Property"), which is immediately West of the City's property located at 55 Grinnell Plaza, Sheridan, WY 82801, also known as City Hall; and

WHEREAS, the City desires to use and access a certain portion of the Property for the purpose of conducting City business.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions exchanged below, the parties agree as follows:

1. **Premises Leased.** Owner grants a lease of certain areas of the Property being approximately 6,750 Sq. ft. as shown in **Exhibit A** (the "Leased Premises") to the City, subject to the conditions described herein. The parties acknowledge and agree that Exhibit A is a demonstrative exhibit which shows ~~for~~ a rough estimation of the Leased Premises. The parties agree the property line between the City's property and the Owner's property is accurately reflected in the applicable recorded deed. This Lease is not exclusive and shall be subordinate to Owner's uses of its Property.

2. **Term.** The term of this Lease shall be for one (1) year from the Effective Date and shall automatically renew annually until terminated by the parties. Either party may terminate this Lease upon providing thirty (30) days' written notice to the other.

3. **Purpose.** The parties recognize that the boundary between their respective properties is not evident to users, and accordingly, City employees and general public often traverse or park on the Property. The City has used the Leased Premises for the storage of certain items on the Property including but not limited to, a cardboard recycling container, for access to stored items through the Property, for access to generator and maintenance, for access to side doors and storage areas, for access to stored port-a-pottie and maintenance, for access to the building for maintenance, and for City employee temporary parking alongside Town Hall. As such, the parties desire to ensure that proper liability protection and an understanding of responsibilities are adequately memorialized.

~~3.~~4. **City's Use.** ~~Other identified uses include,~~The City may use the Leased Premises in the same manner as outlined above as long as such use does not interfere with Owner's use of its Property or obstruct customers of Owner to utilize the other parking spaces on the Property. Further, storage of City property shall be stored in an orderly manner and shall be limited to the north end of the Leased Premises. City employee parking shall be

temporary and not to exceed parking for longer than one (1) hour. It shall be City's responsibility to notify City employees that parking in the Leased Premises is temporary and not to exceed one (1) hour. City shall send a reminder to all City employees at least annually. If City violates the use of the Leased Premises, Owner may notify City in order to the City to cure. If the violation is not cured within a reasonable time, Owner may seek additional remedies. ~~the City's storage of certain items on the Property including but not limited to, a cardboard recycling container, agents of the City access to stored items through the Property, the City's access to generator and maintenance, the City's access to side doors and storage areas, the City's access to stored port-a-pottie and maintenance, the City's access to the building for maintenance, and City employee temporary parking alongside Town Hall. As such, the parties desire to ensure that proper liability protection and an understanding of responsibilities are adequately memorialized.~~

In the event the City wants to use the Leased Premises in a manner that exceeds the original purpose of this Lease ~~as stated above~~, the City must first obtain the written consent of Owner.

~~4.~~5. Rent. ~~No rent or lease money shall be paid by the City to Owner.~~ As consideration for holding this Lease, Owner is granting access to the Leased Premises and the City is providing insurance. Further, ~~the parties agree that this Lease will serve as the agreement required under Ordinance 4-12(d).~~ In exchange for the use of the Leased Premises, the City will not charge a fee to Owner and Owner will not be required to pay a fee for Owner's use of public sidewalks, streets, or alleys for the sale and consumption of alcoholic beverages in connection with its business which is typically assessed as part of the lease agreement required by Ordinance 4-12(d). ~~the parties recognize that the insurance provided by the City and access of use granted by the Owner are sufficient consideration.~~

~~5.~~6. Owner Business. The City's use shall not interfere with any entity utilizing the commercial building that is located on the Property. City employees shall not use any parking space(s) that are designated as reserved for the use of the building or it's occupant(s). However, City employees - may utilize those parking space(s) at times when any business operated by the building's occupant(s) is/are not open.

~~6.~~7. Cleaning/Maintenance/Repair. The City is not responsible for any cleaning, maintenance, snow removal or repair to the Leased Premises or the Property. Provided, however, that any negligent use by City employees which causes damage to the Leased Premises shall be repaired by the City at the City's expense.

a. Owner shall abide by all City ordinances which may affect the Leased Premises.

b. Owner shall not construct any permanent structure or fixture which would impede the City's use of or access to the Leased Premises.

~~7.~~8. Liability Insurance by Owner; Premium Reimbursement by City. During the term of this Lease, 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 Leased Premises.

~~8.~~9. **No Indemnity/Governmental Immunity.** Each party assumes the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other. Provided, however, that the City shall defend Owner from any claim made by a City employee which may arise from an event occurring while such City employee is performing his/her job duties. The City does not waive governmental immunity by entering into this Lease and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

~~9.~~10. **No Third-Party Beneficiaries.** The parties do not intend to create in any individual or entity the status of third-party beneficiary, and this Lease shall not be construed so as to create such status. The rights, duties, and obligations contained in this Lease shall operate only between the parties hereto and shall inure solely to the benefit of the parties to this Lease. The provisions of this Lease are intended only to assist the parties in determining and performing their obligations hereunder. The parties to this Lease intend and expressly agree that only the parties' signatory to this Lease shall have any legal or equitable right to seek to enforce the terms hereof, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease, or to bring an action for the breach of this Lease.

~~10.~~11. **Notices.** All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, or, by e-mail or personal hand-delivery, to the party to be notified, at the addresses set forth below:

City:
Hanns Mercer, Public Works Director
55 Grinnell Plaza
Sheridan, WY 82801
Phone: 307-675-4200
Email: hamercer@sheridanwy.gov

Owner:
Mark and Kathy Bede, Trustees of the
Bede Family Revocable Trust
109 Decker Road
Sheridan, WY 82801
Phone: 307-751-0965
Email: hli@vcn.com

Every notice, if mailed, shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Notice sent by facsimile or via e-mail shall be deemed to have been given at the time sent. Nothing contained herein shall be construed to preclude personal service of any notice.

~~11.~~12. **Modifications.** Any changes, modifications, revisions or amendments to this Lease which are mutually agreed upon by the parties to this Lease shall be incorporated by written instrument, executed and signed by all parties hereto.

~~12.~~13. **Assignment.** This Lease shall be binding on all heirs, assigns, or beneficiaries. Owner shall provide notice of this Lease to any new potential buyer of the Property and the buyer shall purchase the Property subject to the Lease while reserving the option of continuing or terminating the Lease upon the time for renewal as specified by this Lease.

~~13.~~14. **No Waiver.** The failure of the Owner to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of neither the rights or remedies that the Owner may have regarding that specific term or condition, nor of any prior or subsequent breach. If a term in this Lease is determined to be illegal, then the rest of this Lease shall remain in full force and effect and shall be binding upon parties.

~~14.~~15. **Law and Venue.** The construction, interpretation, and enforcement of this Lease shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Lease and the parties, and the venue shall be the Fourth Judicial District, Sheridan County, Wyoming.

IN WITNESS WHEREOF, the City of Sheridan has caused this Lease to be executed on its behalf by its Mayor, and duly attested by its Clerk, and Owner has executed this Lease with due authority, on the effective date first written above.

THIS LEASE MAY BE SIGNED IN SEPARATE COUNTERPARTS.

CITY OF SHERIDAN:

By: _____
Richard Bridger, Mayor

Attest:

_____
Cecilia Good, Clerk

OWNER: Bede Family Revocable Trust
dated _____

By: _____
Mark A. Bede, Trustee

By: _____
Katherine M. Bede, Trustee

Sheridan County Wyoming MapServer

NORTH

Sheridan County provides this map for illustrative purposes only and assumes no liability for actions taken by users based on information shown.

printed 8/4/2022

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:	**Welcome Market Hall Agreement**
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	
Date:	

Discussion:

Please see attached agreement.

Attachments

Memo
Agreement
Exhibit A
Exhibit B
Exhibit C

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 26, 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

Brendon E. Kerns

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. The parties recognize that Exhibit A is for illustrative only and that a final survey with specifics for the easement will be completed as set forth in 1.1.1. The Exhibit A does not specifically describe the easement location and width.

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**. Exhibit C depicts only the real property held by the City and does include any Market Hall property. 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. The Sidewalk currently located on Market Hall shall not be removed or replaced however, if any damage by the City or its agents during construction, the City shall repair any damages to return to the condition prior to construction or better.

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 or any other structure over the locomotive without obtaining the consent of Market Hall and the Sheridan Inn, which may be denied for any reason.

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/or Sheridan Inn shall be granted a parking waiver in the event either building owner expands 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. All City officials and staff shall be bound by this provision to the extent allowed by law and if any official or staff denies this provision, this entire agreement can be deemed void by Market Hall and/or Sheridan Inn.

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:

City: Attn: Public Works Director City of Sheridan 55 E. Grinnell Plaza Sheridan, WY 82801	Market Hall: Attn: Tom Thompson 538 Soldier Creek Road Sheridan, WY 82801 _____

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 been 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

By: _____
Richard Briger, Mayor

Date: _____

ATTEST

_____
City Attorney, Approved as to Form

MARKET HALL

By: _____

Name: _____

Title: _____

Date: _____

SHERIDAN INN

By: _____

Name: _____

Title: _____

Date: _____

Public Parking
Sidewalk
Easement
Vacated Area
BROADWAY ST

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

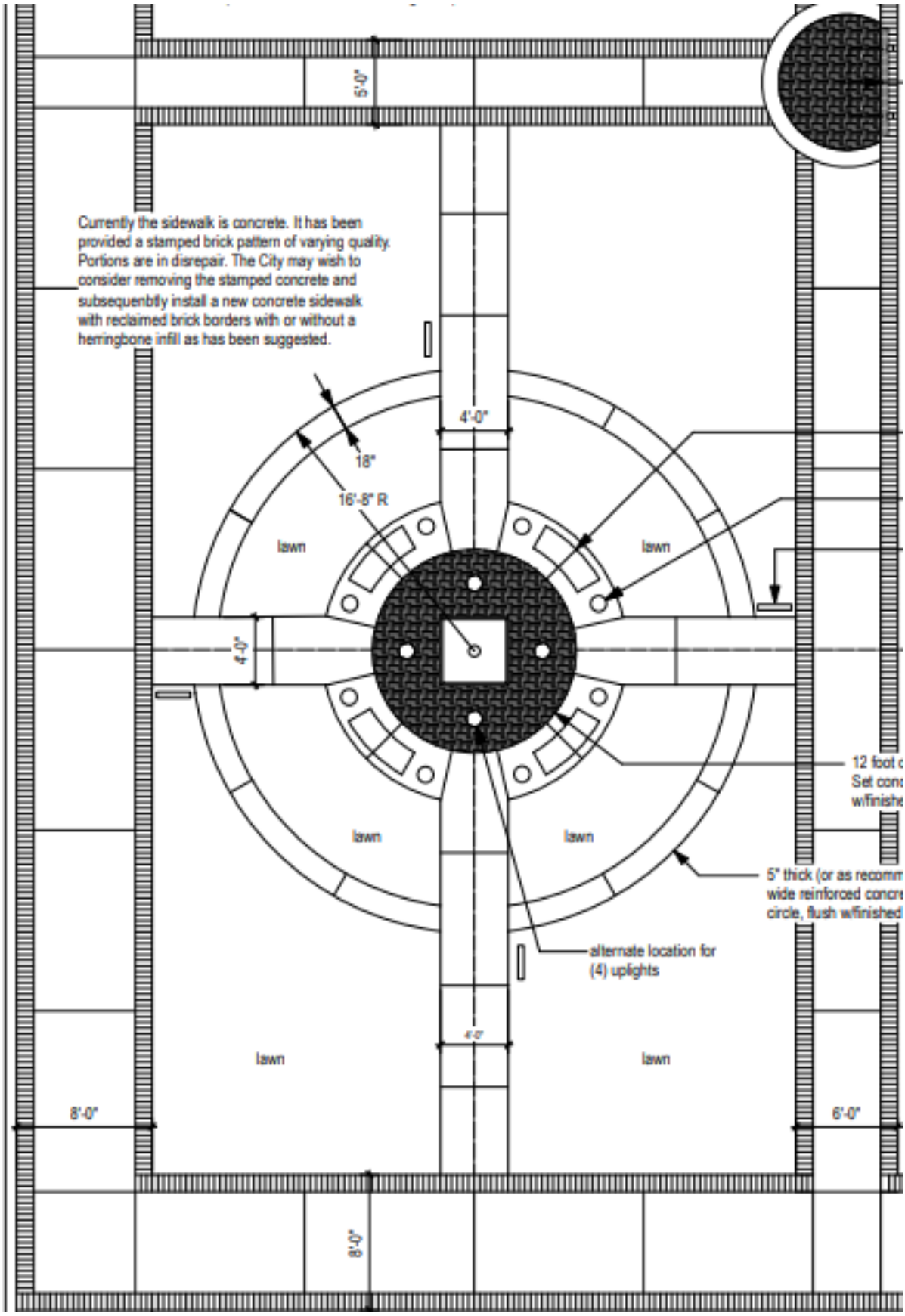
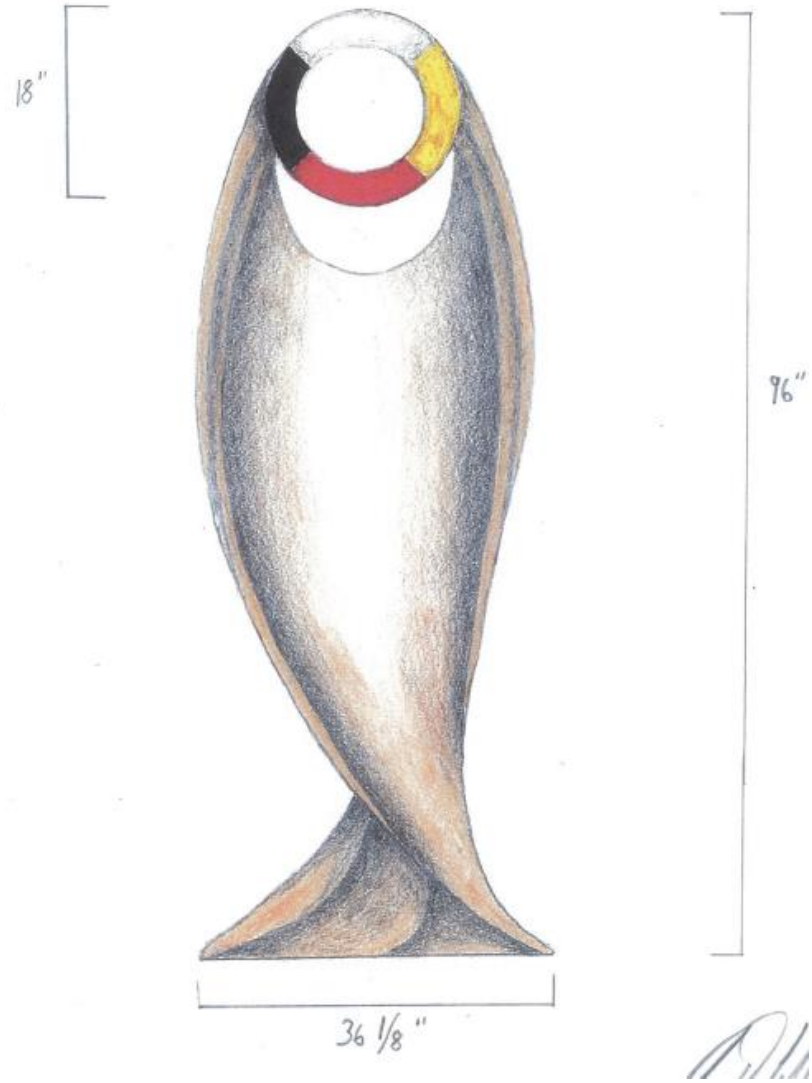

5'-0"
Currently the sidewalk is concrete. It has been provided a stamped brick pattern of varying quality. Portions are in disrepair. The City may wish to consider removing the stamped concrete and subsequenbtly install a new concrete sidewalk with reclaimed brick borders with or without a herringbone infill as has been suggested.
4'-0"
18"
16'-8" R
lawn
lawn
4'-0"
12 foot
Set conc
w/finishe
lawn
lawn
5" thick (or as recomm
wide reinforced concr
circle, flush w/finished
alternate location for
(4) uplights
4'-0"
lawn
lawn
8'-0"
6'-0"
8'-0"

EXHIBIT C



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:	**Honoring Project Agreement to Accept the Infrastructure and Statue to be Installed at Rotary Park**
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	City Administrator Stuart McRae
Date:	05/01/2023

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.

Attachments

Notice of Donation
Exhibit A
AAID Memorial Agreement

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.

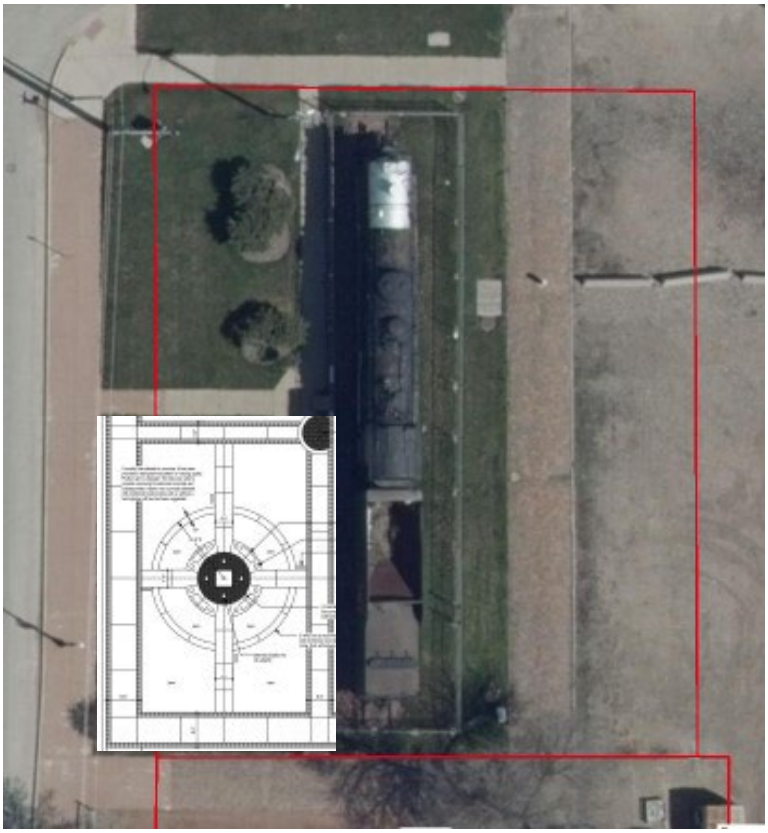
_____

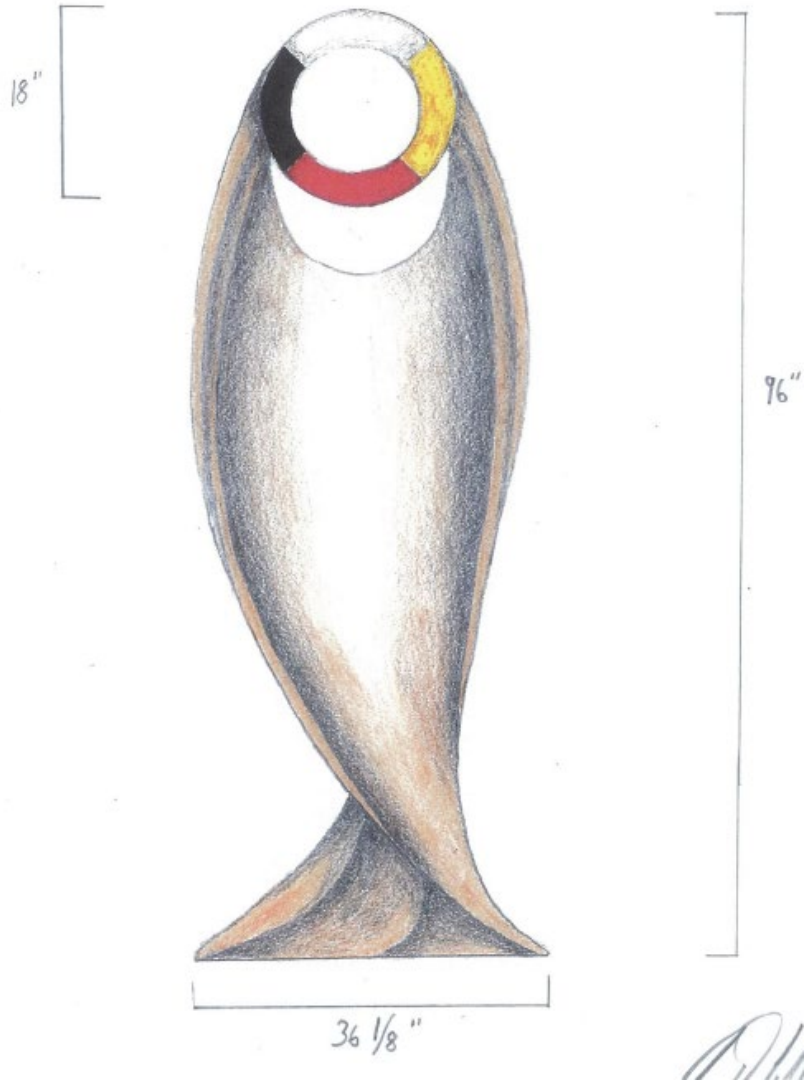
Donor Signature

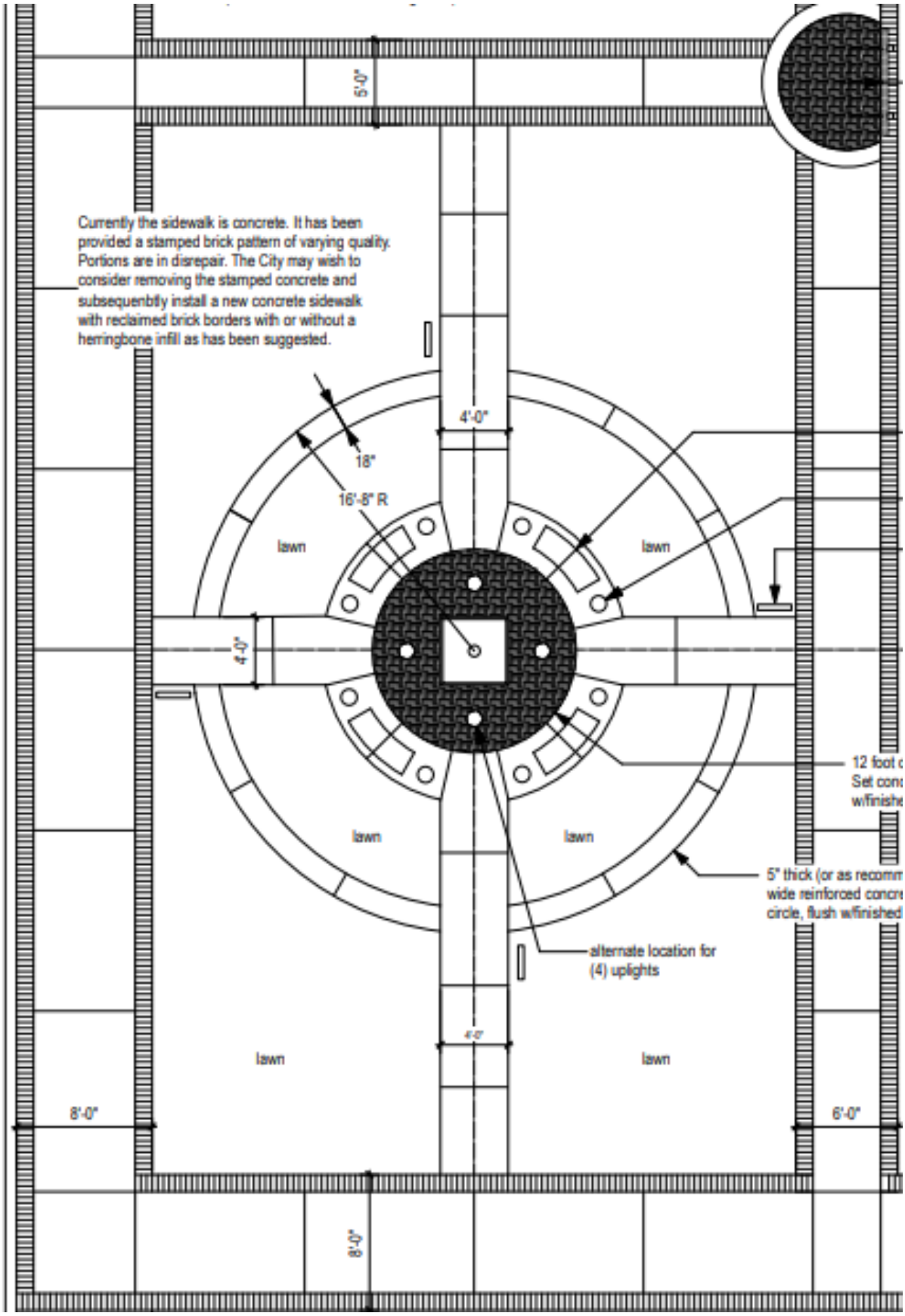
_____

Donor Name

EXHIBIT A




18"
96"
36 1/8"


Currently the sidewalk is concrete. It has been provided a stamped brick pattern of varying quality. Portions are in disrepair. The City may wish to consider removing the stamped concrete and subsequenbtly install a new concrete sidewalk with reclaimed brick borders with or without a herringbone infill as has been suggested.
5'-0"
4'-0"
18"
16'-8" R
lawn
lawn
4'-0"
lawn
lawn
12 foot
Set conc
w/finishe
5" thick (or as recomm
wide reinforced concr
circle, flush w/finished
alternate location for
(4) uplights
4'-0"
lawn
lawn
8'-0"
6'-0"
8'-0"

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

By: _____
Richard Bridger, Mayor

Attest: _____
City Clerk

The Honoring Project, a
Wyoming Nonprofit Corporation

By: _____
Authorized Agent

Sheridan Public Arts Committee

By: _____

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:	**MOU with Sheridan County for the Opioid Settlement Agreement**
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	
Date:	

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 marking 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

WEHREAS, 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	Chamber
City Clerk's Office	Sheridan County Chamber of Commerce
55 Grinnell Plaza	_____
Sheridan, WY 82801	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 form 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 Stat 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 COMMMERCE**
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

Public Works

MEMORANDUM

Project Name:	**Bid Award to Montana Mold Services LLC for the 103 N. Gould Asbestos Abatement in the Amount of $53,825**
From:	
To:	Mayor and Council
CC:	
Date:	04/25/2023

Recommendation:

Staff recommends that the Mayor and City Council award the 103 N. Gould asbestos abatement to Montana Mold Services, the lowest qualified quote, in the amount of $53,825.

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:

Quotes Received:

- Montana Mold Services LLC $53,825
- 307 Environmental ~~$32,000 withdrawn~~
- Safetech, Inc $60,000
- Y Environmental $78,500 - $83,000

Funding:

Funded by $115K existing funds and $50K FY24 GPET.

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:	**Bid Award to WLM Excavation for the 103 N. Gould Demolition and Cleanup Project in the Amount of $86,200**
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:

Funded by $115K existing funds and $50K FY24 GPET.

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:	Bid Award for Astach Corp for the 2023 Micro-Surface Project in the Amount of $227,675
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
A St
A St
N Custer St
N Sheridan Ave
B St
Burlington Northern Railroad
Burlington Northern Railroad
Little Goose Creek
E Mandel St
E Alger Ave
KROE Ln
2023 Micro-Surfacing Exhibit
CITY OF Sheridan WYOMING

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

Clerk

MEMORANDUM

Project Name:	**Resolution #20-23 Regarding a Bar and Grill Liquor License Award Process**
From:	Cecilia Good, City Clerk
To:	Mayor and Council
CC:	City Administrator Stuart McRae
Date:	04/25/2023

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 two available Bar and Grill liquor license applications.

Discussion:

See attached Resolution 20-23.

Attachments

Resolution 20-23 Regarding the Application for Two Bar and Grill Liquor Licenses

CITY OF SHERIDAN
RESOLUTION 20-23

A RESOLUTION ESTABLISHING THE AWARD OF AVAILABLE BAR AND GRILL LICENSES

WHEREAS, there are currently two available Bar and Grill licenses;

BE IT RESOLVED BY THE CITY OF SHERIDAN GOVERNING BODY:

1. The City Clerk shall publish a notice that the City has two 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 two 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 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

3. The licenses will be awarded in order of being received, provided the application is in compliance with City Code, Wyoming Statute, and approved by the City of Governing Body.

PASSED, APPROVED AND ADOPTED THIS 1st DAY OF May, 2023.

CITY OF SHERIDAN:

_____
Richard Bridger, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

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

Clerk

MEMORANDUM

Project Name:	**Minutes of Regular Council Meeting April 17, 2023**
From:	Candace Ainslie, Assistant Clerk
To:	Mayor and Council
CC:	
Date:	

Discussion:

Please see attached minutes

Attachments

Minutes

CITY OF SHERIDAN, WYOMING

MINUTES OF REGULAR COUNCIL MEETING

COUNCIL CHAMBERS **7:00 P.M.** **April 17, 2023**

1. Mayor Bridger called the meeting to order at 7:00 P.M.

2. Mayor Bridger led the Pledge of Allegiance to the Flag.

3. The invocation was led by Tri Robinson, The Rock Church

4. The meeting was called to order with a quorum as follows: Mayor Bridger presiding with Councilmembers Greg Luhman, Kristen Jennings, Andrew Patceg, Shawn Day, Steven Brantz, and Councilmember Weitzel. Members of staff attending included City Administrator Stuart McRae, City Clerk Cecilia Good, Police Chief Travis Koltiska, Public Works Director Hanns Mercer, Utilities Director Dan Roberts, and various other City staff.

5. Councilmember Brantz moved, seconded by Councilmember Jennings, to approve the agenda as amended. Voice vote: unanimous.

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

6. Community Update

A. Erin Butler, Executive Director for The WYO Theater presented an update to Council.

B. City Clerk Cecilia Good presented a proclamation for Professional Municipal Clerk's Week

7. Public Comment

A. Boy Scouts Troop #117 member Jake Atchison spoke to Council regarding Boy Scout activities.

B. Bev Leichtnam spoke regarding her experiences working with the City of Sheridan.

8. Public Hearings

A. Public Hearing for Ordinance 2266 Amending Chapter 4, Alcohol Updates. Mayor Richard Bridger opened the public hearing at 7:17 PM P.M. City Attorney Brendon Kerns updated the Council.

The Public Hearing was closed at 7:33 P.M.

Councilmember Luhman moved, seconded by Councilmember Brantz, to approve Ordinance 2266 on First Reading.

Roll Call vote: unanimous.

Mayor Rich Bridger	Aye
Kristen Jennings	Aye
Shawn Day	Aye

Steven Brantz	Aye
Andrew Patceg	Aye
Greg Luhman	Aye
Terry Weitzel	Aye

B. Public Hearing for Transfer of Ownership and Location for Retail Liquor License #23 to Historic Cady, LLC located at 1-25 E Alger St., 301 N Main Street. Mayor Richard Bridger opened the public hearing at 7:34 P.M. City Clerk Cecilia Good updated the Council.

The Public Hearing was closed at 7:36 P.M.
Councilmember Weitzel moved, seconded by Councilmember Day, to approve Transfer of Ownership and Location for Retail Liquor License #23 to Historic Cady, LLC located at 1-25 E Alger St., 301 N Main Street. Voice vote: unanimous.

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

9. Consent Agenda
   A. Approval of Mayor Rich Bridger as the Voting Delegate for the WAM Summer Convention and Councilmember Steve Brantz as the Alternate Voting Delegate
   B. Consideration of Bid Award to O'Dell Construction, Inc. for the Recycle Center Locker Rooms in the Amount of $476,670.00
   C. Minutes of Regular Council Meeting April 3, 2023
   D. Claims

100059 Garland Enterprises Inc Insulated Panel in Weldin 16,538.52
100060 A & M Service & Supply Inc Black Toner for Paul's Pr 96.25
100063 ABC Signs & Specialties magnetic labels 190.00
100372 3G LLC Social Media Management f 1,600.00
100376 Altitude Recycling Equipment L Directional Valve and O R 1,520.00
100378 Amazon Capital Services ITEM: Spic and Span Clea 613.04
100378 Amazon Capital Services ITEM: SentrySafe Deposit 356.28
100378 Amazon Capital Services ITEM: NFPA 13R, Standard 211.95
100378 Amazon Capital Services ITEM: NFPA 13R, Standard 393.09
100378 Amazon Capital Services ITEM: Intel NUC 12 Pro, 641.00
100378 Amazon Capital Services ITEM: Timecity Case for 29.99
100378 Amazon Capital Services Service Award-Rasmussen 49.99
100378 Amazon Capital Services Amazon Order 43.62
100378 Amazon Capital Services ITEM: O2frepak 100 Gallo 89.97
100378 Amazon Capital Services Kleenex Expressions Facia -16.99
100378 Amazon Capital Services Compost Scale, Mice Deter 121.83
100378 Amazon Capital Services Misc. supplies 169.76
100378 Amazon Capital Services Scada & Workstation items 445.07
100379 Ambiente H2O Inc #CP2928 8380F Volute Gask 226.70
100380 Fremont Ameri-Tech Equipment C air actuator 3.32 recycle 806.18
100386 American Maid City hall cleaning March 2,000.00
100386 American Maid Public Restroom cleaning 650.00
100392 American Welding & Gas Inc SHOP BLANKET for AWG 21.48
100404 Arete Design Group Recycle Center Add - Prof 8,620.60
100413 AT&T Mobility FD MDC for Engine 1 and E 80.08
100425 Charles W Bassett Sharp Copier Model No BP5 157.43
100437 Nancy Jane Trangmoe Embroidery for Four (4) S 40.00
100573 Big Horn Logistics LLC Safe Rides March 2023 909.00
100573 Big Horn Logistics LLC SCADA System Manual Rebui 3,250.00
100574 Big Horn Sanitation Port-A-Potty Rentals 126.50
100574 Big Horn Sanitation Port-A-Potty Rentals 126.50
100580 Bighorn Security LLC Invoice #000740, Weed an 275.00
101197 Broadmoor Gallery Inc Purchase of D.R's Saddle 17,000.00
100607 Buggy Bath Unlimited LLC Monthly Washing for SWR T 334.83
100611 Burns & Mc Donnell Landfill T678 Closure - P 1,533.50
100622 Captain Clean Services Inc Water damage restoration 673.30
100623 Carolina Software Software Quarterly Suppor 550.00
100625 Carquest Auto Parts Air Fresheners for Solid 7.72
100625 Carquest Auto Parts Air Filter for Roll Off 3 53.19
100625 Carquest Auto Parts Lube for Roll Off 3-60 32.54
100625 Carquest Auto Parts parts for fleet repairs 2.62

100625 Carquest Auto Parts parts for fleet repairs 36.73
100625 Carquest Auto Parts parts for fleet repairs 32.71
100625 Carquest Auto Parts parts for fleet repairs 44.19
100625 Carquest Auto Parts parts for fleet repairs 76.55
100625 Carquest Auto Parts parts for fleet repairs 32.54
100625 Carquest Auto Parts parts for fleet repairs 19.24
100625 Carquest Auto Parts parts for fleet repairs 9.27
100625 Carquest Auto Parts parts for fleet repairs 37.78
100625 Carquest Auto Parts parts for fleet repairs 9.27
100625 Carquest Auto Parts parts for fleet repairs 30.79
100625 Carquest Auto Parts parts for fleet repairs 40.50
100625 Carquest Auto Parts parts for fleet repairs 2.62
100625 Carquest Auto Parts parts for fleet repairs 2.62
100625 Carquest Auto Parts parts for fleet repairs 4.07
100625 Carquest Auto Parts parts for fleet repairs 37.78
100625 Carquest Auto Parts Engine Oil Filter 2.62
100625 Carquest Auto Parts titanium wrap 24.83
100625 Carquest Auto Parts titanium wrap 51.94
100625 Carquest Auto Parts assembly hose 141.00
100637 Cedars Health LLC Occupational Health Testi 567.00
100735 CMI-Teco replacement head parts 43.52
100738 Coca-Cola Bottling Company Hig Pallet of Water 03/30/23 609.00
100742 Collection Professionals Inc Acct # 1885 - 02/01/2023- 86.24
100749 Communication Electronics Inc System testing March 175.00
100759 County Trash LLC Biweekly dumpster pickup 115.00
100763 Crafco Inc cold patch 2,274.44
100782 Dana Kepner Company Flushing hydrant repair k 110.00
101181 Dell Inc Scada and workstations 8,454.80
101167 Delta Wye Inc Rotary Park - electrical 8,825.00
101154 Diesel Machinery Inc Filters for Skid Steer RC 211.79
100882 Dog and Cat Shelter Inc Quarterly Shelter service 25,000.00
100888 DOWL LLC WWTP Master Plan Update 1 23,588.73
100888 DOWL LLC WWTP Master Plan Update 2 11,776.63
100888 DOWL LLC Airport Transmission 2/19 4,145.00
100914 Employ LLC Temp Services - Solid Was 4,949.49
100914 Employ LLC Temp Services Solid Waste 5,295.81
100918 Engineering Associates BGWTP Utilidor - As-Built 3,063.40
100925 Epiphany LLC Council Name Tags 55.93
101148 Exprolink Corp Portable Litter Vacuum 25,270.00
100074 Farmers Co-op Oil Co Fuel for Landfill 03/10/2 2,467.64
100074 Farmers Co-op Oil Co DEF for Landfill Equipmen 919.24
100074 Farmers Co-op Oil Co Propane 24.97
100074 Farmers Co-op Oil Co Fuel for Landfill Equipme 2,884.92
100074 Farmers Co-op Oil Co Oil for Landfill Equipmen 1,177.88
100074 Farmers Co-op Oil Co Fuel for Landfill 03/24/2 2,328.71
100074 Farmers Co-op Oil Co Oil for Landfill Equipmen 126.42
100074 Farmers Co-op Oil Co Fuel for Landfill 03/31/2 2,448.56
100074 Farmers Co-op Oil Co Fuel for Community Forest 599.85
100074 Farmers Co-op Oil Co propane 44.74
100074 Farmers Co-op Oil Co tote DEF -split 916.30
100074 Farmers Co-op Oil Co fuel delivery 9,363.93
100074 Farmers Co-op Oil Co 1957 5w 20 split 622.30
100074 Farmers Co-op Oil Co propane 31.36
100074 Farmers Co-op Oil Co U1 fuel 56.45
100074 Farmers Co-op Oil Co propane 38.71
100074 Farmers Co-op Oil Co Propane for KGC mainenanc 860.93
100074 Farmers Co-op Oil Co Propane for KGC maintenan 735.00
100074 Farmers Co-op Oil Co 3.7 fuel delivery at csc 6,227.12
100074 Farmers Co-op Oil Co 13540 3.21 fuel delivery 9,880.56
100074 Farmers Co-op Oil Co 13550 fuel delivery to cs 4,343.31
100074 Farmers Co-op Oil Co propane 13.87
100074 Farmers Co-op Oil Co rotela t3 1,999.20
100074 Farmers Co-op Oil Co 3.31 fuel delivery to CSC 2,725.97
100074 Farmers Co-op Oil Co 3.28 fuel delivery servic 7,405.72
100074 Farmers Co-op Oil Co SAE 5W-30 oil 808.25
100074 Farmers Co-op Oil Co Goose Creek Transit Fuel 16.45
100074 Farmers Co-op Oil Co Diesel for Kenrick mainte 336.75
100074 Farmers Co-op Oil Co 371.8 Gallons of LP 910.91
101150 FDL Architecture and Drafting Fire Station Imp - Biddin 920.00
100045 First Interstate Bank - Master March 2023 CC 75.00
100045 First Interstate Bank - Master anniversary cards, CEU tr 554.80
100045 First Interstate Bank - Master March CC Charges - Benavi 1,236.61
100045 First Interstate Bank - Master FIB-CC Charges March 2023 1,023.68
100045 First Interstate Bank - Master Software subscriptions 946.68
100045 First Interstate Bank - Master FIB-Credit Card Charges M 660.14
100045 First Interstate Bank - Master March CC Charges - Dygon 591.60
100045 First Interstate Bank - Master March 2023 Statement 148.97
100045 First Interstate Bank - Master Credit Card Charges for M 67.04
100045 First Interstate Bank - Master walmart supplies 276.81
100045 First Interstate Bank - Master credit card -Ivan 747.00
100045 First Interstate Bank - Master Credit Card Charges for M 167.84
100045 First Interstate Bank - Master Doke March CC 77.52
100045 First Interstate Bank - Master Credit Card Charges for M 10.00
100045 First Interstate Bank - Master G. Manry Credit Card - Ma 3,711.28
100045 First Interstate Bank - Master March 2023 Statement 1,237.94
100045 First Interstate Bank - Master Credit card statement for 187.00
100045 First Interstate Bank - Master Credit card statement for 713.01
100045 First Interstate Bank - Master J. Trangmoe credit card c 454.00
100045 First Interstate Bank - Master Mercer - March CC Charges 619.44
100045 First Interstate Bank - Master Credit American Planning -70.00
100045 First Interstate Bank - Master March Credit Card Bill - 90.56
100045 First Interstate Bank - Master travel and training expen 1,087.68
100089 Floyd's Truck Center WY brake shoes kits gaskets 657.46
100089 Floyd's Truck Center WY brake shoes kits gaskets 42.57
100089 Floyd's Truck Center WY Surge Tank and Radiator C 212.68
100104 Fremont Motor Sheridan Inc bolt cm301 2.88
100111 Gades Sales Co Inc trafic signs supplies exp 10,743.50
100112 Galls LLC Uniforms 30.04
100130 Grainger Inc STREETS - blanket PO 125.91
100130 Grainger Inc STREETS - blanket PO 155.04
101136 Greenfold Services LLC Janitorial 1,960.00
100137 Greensky Commercial Cleaning Greensky - blanket po for 1,240.00
100225 Hach Company stablcal std retrn PO#230 -952.20
100225 Hach Company Intake supplies: PH singl 205.47
100225 Hach Company Lab supplies 6,080.86
100225 Hach Company Lab testing supplies 693.00
100287 Interstate Engineering Inc As-Needed GIS Service thr 1,245.00
100288 Interstate Power Systems Bucket Truck inspections 1,123.90
100288 Interstate Power Systems Bucket Truck inspections 1,123.90
100288 Interstate Power Systems Bucket Truck inspections 1,300.90
101023 John Deere Financial #11113081 Invoice #590408, KGC unif 149.99
101023 John Deere Financial #11113081 Mucks for Brandon W. 50.00
101023 John Deere Financial #11113081 Cones for Snow Removal 164.94
101023 John Deere Financial #11113081 Cross Chains 2800 series -107.88
101023 John Deere Financial #11113081 Hitch for Chevy 2-34 70.98
101023 John Deere Financial #11113081 Bolts and Rotary Hammer 241.36
101023 John Deere Financial #11113081 4 Pair of Jeans for Pete 143.96
101023 John Deere Financial #11113081 Cross Chain for SWR 42.12
101023 John Deere Financial #11113081 Cross Chains for SWR 107.88
101031 K Club Golf LLC FY23 Golf Management 18,750.00
101041 Kerns & Bunting LLC City Attorney services 15,795.00
101041 Kerns & Bunting LLC Prosecuting Attorney Hour 5,192.23
101054 Knecht LLC Invoice #8849111, Parks s 11.94
101061 Kwik Bond Polymers LLC kwik-bond concrete patch 7,558.24
101200 Leadership Wyoming Leadership Wyoming Member 1,000.00
100444 Les Schwab Group Holdings LLC tires 1,424.80
100453 LN Curtis & Sons LNCurtis-Extendaire II Po 2,479.62
100453 LN Curtis & Sons Transportation charge -29.64
100454 Local Govt Liability Pool Deductible FY2023 - AA230 1,000.00
100648 Mountain View Building Inc snow haul 1,615.00

100648 Mountain View Building Inc snow haul 1,045.00
100651 Mueller Systems 3/4 Nodes 20,496.00
100651 Mueller Systems RDM meters 8,367.19
100657 SPB Inc Vacuum Gauge-Fuel P stati 28.99
100657 SPB Inc repair parts 47.51
100657 SPB Inc repair parts 18.89
100657 SPB Inc napa parts and items 8.36
100657 SPB Inc napa parts and items 31.93
100657 SPB Inc napa parts and items 91.67
100657 SPB Inc napa parts and items 10.79
100657 SPB Inc napa parts and items 41.92
100657 SPB Inc napa parts and items 26.48
100657 SPB Inc napa parts and items 96.39
100657 SPB Inc napa parts and items 82.78
100657 SPB Inc napa parts and items 74.86
100657 SPB Inc napa parts and items 20.99
100657 SPB Inc napa parts and items 40.68
100657 SPB Inc napa parts and items 34.24
100657 SPB Inc Switch for Dump Truck 3-8 125.99
100657 SPB Inc Heat Shrink Tubing for Du 19.98
100657 SPB Inc Battery Cable for Dump Tr 524.75
100657 SPB Inc AD IP Dryer - Cart Core 135.19
100665 Nelson Excavating LLC snow haul 1,805.00
100671 Norco Inc Propane for Recycling For 157.01
100671 Norco Inc STREET- SIGN BLANKET for 8.92
100671 Norco Inc Paper Towels, Trash Bags 339.83
100671 Norco Inc (1) Roll of Stretch Wrap 26.67
100671 Norco Inc Sweatshirts, Puncture Res 555.25
100671 Norco Inc Glass Cleaner 59.28
100680 Northern Underground LLC snow haul 688.75
100680 Northern Underground LLC snow haul 665.00
100680 Northern Underground LLC snow haul 1,757.50
100680 Northern Underground LLC snow haul 498.75
100047 Office Shop Inc Canon/ IRAC5535i-III 25.39
100047 Office Shop Inc Lease 32 of 60 3rd floor. 102.71
100047 Office Shop Inc Lease 33-60 3rd Floor 102.71
100047 Office Shop Inc Lease 34-60 3rd Floor 102.71
100047 Office Shop Inc Monthly Lease Payment for 60.00
100047 Office Shop Inc Monthly Lease Payment for 60.00
100047 Office Shop Inc Monthly Lease Payment for 60.00
100047 Office Shop Inc Copier Rental 89.54
100691 One-Call of Wyoming One-Call Tickets (69) for 51.75
999998 Jon Syring Reimb sweatshirt and helm 114.95
999998 Gabe Legler Meals Per Diem and Fuel C 140.04
999998 Laurie Lee Bank Deposit Travel 21.18
999998 Paul Juergens Meals Per Diem and fuel r 221.13
999998 Marshall McLain Collection level I testin 100.00
999999 HOLLY SEED REFUND OVERPAYMENT TO LAN 703.00
999997 Homestar Financial Corporation Deposit Refund-30 Grinnel 81.59
999997 Oasis Emission Consultants Balance Refund-2057 Val V 179.16
999997 A1A2 LLC Water Refunds-132 & 134 N 157.87
999997 Annikki Peterson Deposit Refund-1241 Spaul 81.38
100702 Pace Analytical Services LLC WY5601537 BacT test analy 79.00
100702 Pace Analytical Services LLC WY5600052 BacT test analy 457.00
100702 Pace Analytical Services LLC WY5600052 BacT test analy 457.00
100702 Pace Analytical Services LLC WY5600052 BacT test analy 511.00
100794 Pert's Towing Towed Recycling Truck 3-3 255.00
100794 Pert's Towing Towed Solid Waste Truck 7 255.00
100794 Pert's Towing Towed Solid Waste Truck 7 280.00
100794 Pert's Towing Towed Solid Waste Truck 3 280.00
100794 Pert's Towing Towed Solid Waste Truck W 255.00
100794 Pert's Towing Towed Sanitation Truck 3- 255.00
100795 Peterbilt of Wyoming chamber brake 343.46
100813 Porter Muirhead Cornia & Howar GASB 87 Implementation - 77,850.00
100818 Powder River Power of Sheridan Brass fittings 5.26
100818 Powder River Power of Sheridan SHOP - items for repairs 9.18
100818 Powder River Power of Sheridan SHOP - items for repairs 139.33
100818 Powder River Power of Sheridan SHOP - items for repairs 33.00
100818 Powder River Power of Sheridan SHOP - items for repairs 46.58
100818 Powder River Power of Sheridan SHOP - items for repairs 313.10
100818 Powder River Power of Sheridan Brass fitting for Dump Tr 19.38
100818 Powder River Power of Sheridan STREETS- SIGNS - POWDER R 46.96
100818 Powder River Power of Sheridan STREETS- SIGNS - POWDER R 137.30
100842 Quality Code Publishing Code supplement 1,276.50
101113 Quill LLC AAA Batteries and multifo 53.49
101113 Quill LLC Brother printer blk ink 27.36
101113 Quill LLC Space heater (TM) 28.24
101113 Quill LLC Hp Deskjet printer 79.46
101113 Quill LLC Office Supplies 164.05
101113 Quill LLC Office supplies/ Blanket 42.99
100848 Railroad Management Company II Water pipeline crossing 344.67
100848 Railroad Management Company II 32 inch Sewer pipeline cr 344.67
100852 Randall Engineering Surveys DoubleDay & Holloway Anne 3,662.00
100939 Rhonda M Gould Seamstress 45.00
101191 Richard A Burke Jr purchase of "Renegade" sc 4,650.00
100941 Ricoh USA Inc Copier Charges 417.74
100957 Rocky Mountain Tree & Turf Sup Invoice #1244, Community 1,600.00
100978 SAFEbuilt Florida LLC Final invoice for contrac 2,400.00
100981 Schoeny Inc snow haul 2,280.00
100989 Servall Uniform & Linen Supply Clean Rugs for SFR 3-30-2 31.71
100989 Servall Uniform & Linen Supply City Hall rug service thr 146.81
100989 Servall Uniform & Linen Supply Rug Cleaning 174.39
100991 Severson Supply Co Inc wedges blades consumables 552.06
100994 Shaunessey Reeves Invoice #327, janitorial 500.00
100995 Sheridan Artists Guild Et al FY23 Administration for S 1,000.00
100998 Sheridan Commercial Co bag of bleach rags 2.49
100998 Sheridan Commercial Co 2-3/8 Quick Links for res 11.47
100998 Sheridan Commercial Co Invoice #241954, Weed an 283.76
100998 Sheridan Commercial Co Invoice #241832, Parks su 238.65
100998 Sheridan Commercial Co Wire rope thimble, fasten 2.70
100998 Sheridan Commercial Co Windshield deIcer and Mou 20.59
100998 Sheridan Commercial Co Keys, cable clamps (C. Me 4.45
100998 Sheridan Commercial Co STREET- BLANKET Sheridan 4.72
100998 Sheridan Commercial Co SHOP - BLANKET for items 27.17
100998 Sheridan Commercial Co SHOP - BLANKET for items 8.98
100998 Sheridan Commercial Co SHOP - BLANKET for items 57.97
100998 Sheridan Commercial Co STREET- BLANKET Sheridan 1.37
100998 Sheridan Commercial Co STREET- BLANKET Sheridan 1.49
100998 Sheridan Commercial Co STREET- BLANKET Sheridan 18.48
100998 Sheridan Commercial Co STREET- BLANKET Sheridan 31.45
100998 Sheridan Commercial Co STREET- BLANKET Sheridan 5.56
100998 Sheridan Commercial Co STREET- BLANKET Sheridan 25.75
100998 Sheridan Commercial Co Supplies for Landfill, Wa 100.69
100998 Sheridan Commercial Co Supplies 18.24
100998 Sheridan Commercial Co Supplies 23.99
100998 Sheridan Commercial Co Supplies 30.66
100998 Sheridan Commercial Co Supplies 52.18
100998 Sheridan Commercial Co Supplies 148.23
101001 Sheridan County Chamber of Com Eggs & Issues Breakfast(L 60.00
101003 Sheridan County Juvenile Justi Final payment FY2023 65,000.00
100150 Econowash LLC SHOPLaundry for uniforms 52.00
100150 Econowash LLC Laundry Services 26.00
100488 Memorial Hospital of Sheridan Yearly Occupational fit t 441.00
100162 Sheridan Motor Inc blanket po for correct am 154.20
100162 Sheridan Motor Inc buckle asm st 2.67 74.67
100163 Sheridan Newspapers Inc Legal ads March 22.53

100163 Sheridan Newspapers Inc Legal ads March 22.53
100163 Sheridan Newspapers Inc Legal ads March 583.23
100163 Sheridan Newspapers Inc Legal ads March 47.63
100163 Sheridan Newspapers Inc Legal ads March 47.63
100163 Sheridan Newspapers Inc Legal ads March 71.77
100163 Sheridan Newspapers Inc Legal ads March 1,011.72
100163 Sheridan Newspapers Inc Legal ads March 886.23
100163 Sheridan Newspapers Inc Legal ads March 19.86
100163 Sheridan Newspapers Inc Legal ads March 25.20
100163 Sheridan Newspapers Inc Legal ads March 77.11
100163 Sheridan Newspapers Inc Legal ads March 38.55
100163 Sheridan Newspapers Inc Legal ads March 50.41
100163 Sheridan Newspapers Inc Legal ads March 14.52
100163 Sheridan Newspapers Inc Legal ads March 203.77
100163 Sheridan Newspapers Inc Legal ads March 147.70
100163 Sheridan Newspapers Inc Display Ads - Main St. & 280.00
100163 Sheridan Newspapers Inc Display Ads - Main St. & 352.00
100163 Sheridan Newspapers Inc Display Ads - Main St. & 352.00
100163 Sheridan Newspapers Inc Classified Ads for Recrui 236.00
100163 Sheridan Newspapers Inc Classified Ads for Recrui 259.75
100163 Sheridan Newspapers Inc Classified Ads for Recrui 221.75
100163 Sheridan Newspapers Inc Classified Ads for Recrui 274.00
100166 Sheridan Recreation District FY23 Rec District Support 55,800.00
100172 Sheridan Transportation Taxi Safe Rides March 2023 2,822.00
101198 Shanan Campbell Enterprises LL Purchase of "Hare Raising 35,000.00
100189 Source Office & Technology Printer Ink Cartridges 310.47
100189 Source Office & Technology Printer toner cartridge 264.26
100199 Applied Concepts Inc Radar Unit 2,372.50
100200 Stantec Consulting Services In Main St. Prof. Svcs. 3/9/ 5,900.50
101194 Just Be You Inc Washington Park playgroun 4,947.00
100051 State of Wyoming Main St. Construction thr 68,649.53
100051 State of Wyoming Crime Victims Surcharges 100.00
100203 Steamboat Trucking & Services snow haul 1,140.00
100207 Steve's Truck Service Inc injectors harness parts a 6,526.71
100301 Swagit Productions LLC Video Streaming Services 1,295.00
100301 Swagit Productions LLC Video Streaming Services 1,295.00
100301 Swagit Productions LLC Video Streaming Services 1,295.00
100301 Swagit Productions LLC Video Streaming Services 1,295.00
100301 Swagit Productions LLC Video Streaming Services 1,295.00
100301 Swagit Productions LLC Video Streaming Services 1,295.00
100321 The Tire Guys Inc tires 113.30
100321 The Tire Guys Inc tires by vendor 75.00
100321 The Tire Guys Inc tires by vendor 808.00
100033 Darla Hawkins or Brett Caiola Petty Cash Jan-Mar 2023 65.41
101127 Torgerson's LLC cyl 2in bore x 8 568.82
101196 TS Mechanical Inc Heater Venting and Exhaus 11,144.00
100349 TWS Trucking Services LLC snow haul 1,163.75
100350 Tyler Technologies Inc Munis Implementation Cons 2,608.00
100367 Vertical Door Solutions Inc Service Call to Fix Comme 386.00
101193 Wareings Motors Sheridan Inc sl-n sensor n mirro kit 292.68
101193 Wareings Motors Sheridan Inc sl-n sensor n mirro kit 151.31
100526 Water Products & Solutions Shop - Blanket for water 8.75
100526 Water Products & Solutions Shop - Blanket for water 10.00
100540 Winsupply of Sheridan Wy Co Brz saddle 403.20
100540 Winsupply of Sheridan Wy Co CC Saddle 183.38
100540 Winsupply of Sheridan Wy Co Saddle 338.56
100541 Winter Equipment Company Inc curb runners - consumable 805.80
101110 Willow Land Management LLC snow haul 475.00
101110 Willow Land Management LLC snow haul 522.50
101192 Wyoming Conference of Municipa Municipal Court Conferenc 150.00
100052 Wyoming Machinery Company consumable parts for grad 407.92
100052 Wyoming Machinery Company consumable parts for grad 19.20
100052 Wyoming Machinery Company consumable parts for grad 582.28
100052 Wyoming Machinery Company consumable parts for grad 259.12
100052 Wyoming Machinery Company strip wear 4.40 st consum 593.93
100052 Wyoming Machinery Company Front glass replacement 446.85
100052 Wyoming Machinery Company Front glass replacement 18.81
100052 Wyoming Machinery Company Return damaged cylinder -3,831.67
100052 Wyoming Machinery Company Replacement Cylinder for 4,005.33
100052 Wyoming Machinery Company Credit for Freight charge -173.66
100052 Wyoming Machinery Company Horn for Loader 4-86 266.15
101183 Wyoming Regional EMS LLC Ambulance Service 10,000.00
100570 Zowada Plumbing & Heating Inc Radiator repair in Mayor' 1,111.66

Councilmember Brantz moved, seconded by Councilmember Jennings, to approve the consent agenda. Mayor Bridger recused himself from voting on the Recreation District Claims item, and Councilmember Patceg recused himself from voting on Claims item #100918 for Engineering Associates. Voice vote: unanimous.

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

10. Staff Update

A. City Engineer Thomas Morneau presented an update on the Confluence Portion of the 1135 Stream Restoration Project

B. Cindy Larralde, with Porter, Muirhead, Cornia & Howard presented the FY22 Audit

OLD BUSINESS

11. Consideration of the Second Reading for Ordinance 2264, Water Rights Petition Authorization. City Attorney Brendon Kerns updated the Council. Councilmember Jennings moved, seconded by Councilmember Patceg, to approve Ordinance #2264 Water Rights Petition Authorization on the second reading. Roll call vote: unanimous.

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

12. Consideration of the Second Reading of Ordinance 2265 Regarding Emergency Operations Funding. City Attorney Brendon Kerns updated the Council. Councilmember Day moved, seconded by Councilmember Luhman, to approve Ordinance #2265 Regarding Emergency Operations Funding on the second reading. Roll call vote: two nays and five ayes.

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

13. Consideration of Second Reading of Ordinance 2261 Annex 14,308 sq ft of Holloway Ave. Right of Way. City Attorney Brendon Kerns updated the Council. Councilmember Weitzel moved, seconded by Councilmember Jennings, to approve Ordinance 2261, Annex 14,308 square ft of Holloway Avenue Right of Way. Roll call Vote, unanimous.

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

14. Third and Final Reading of Ordinance #2260 DoubleDay Annexation. City Attorney Brendon Kerns updated the Council. Councilmember Jennings moved, seconded by Councilmember Day, to approve Ordinance #2260 on Third and Final Reading. Roll call vote: unanimous.

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

15. Third and Final reading of Ordinance #2262 Annex 2.71 acres of Airport Road Right of Way. City Attorney Brendon Kerns updated the Council. Councilmember Jennings moved, seconded by Councilmember Luhman, to approve Ordinance #2262 Annex 2.71 acres of Airport Road Right of Way. Roll call vote: unanimous.

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

NEW BUSINESS

16. Acceptance of Audit. City Treasurer Karen Burtis updated the Council. Councilmember Weitzel moved, seconded by Councilmember Jennings, to accept the FY22 Audit. Voice vote: unanimous.

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

17. Consideration of Resolution 19-23 Approving Alger Avenue Diagonal Parking and the Realignment of Alger Avenue. City Engineer Thomas Morneau updated the Council. Ken Huckaba expressed concern regarding the parking and congestion caused by the diagonal parking. After reviewing the plan further, Mr. Huckaba recanted his concern. Christer Johannson, the owner of the Cady building, stated that diagonal parking is not in the first phase of the project. Councilmember Weitzel moved, seconded by Councilmember Luhman, to approve Resolution 19-23, Alger Avenue Diagonal Parking, and the Realignment of Alger Avenue. Voice vote: six ayes and one nay.

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

18. Council Comments and Requests for Future Agenda Items.

A. Mayor Rich Bridger gave the Council updates on Boards and Commissions.

B. Councilmember Brantz requested a staff report on Washington Park.

C. Councilmember Patceg requested that the job description and duties for the Government Relations Administrative Specialist position be provided to City Council to move forward with finding a replacement. City Administrator Stu McRae stated that the position would transition to an Executive Assistant role and that City Council would continue to receive the services that they currently receive.

19. Mayor Bridger adjourned the meeting at 8:42 P.M.

APPROVED:

_____

Richard Bridger, Mayor

ATTEST:

_____

City Clerk, Cecilia Good

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

Clerk

MEMORANDUM

Project Name:	**Minutes of Special Council Meeting April 24, 2023**
From:	Candace Ainslie, Assistant Clerk
To:	Mayor and Council
CC:	
Date:	

Attachments

Minutes

CITY OF SHERIDAN, WYOMING

MINUTES OF SPECIAL COUNCIL MEETING

COUNCIL CHAMBERS **5:00 P.M.** **April 24, 2023**

1. Mayor Bridger called the meeting to order at 5:00 P.M.

2. The Pledge of Allegiance to the Flag was led by Mayor Bridger.

The meeting was called to order with a quorum as follows: Mayor Bridger presiding with Councilmembers Greg Luhman, Kristen Jennings, Andrew Patceg, Shawn Day, Steven Brantz, and Councilmember Weitzel. Members of staff attending included City Administrator Stuart McRae, City Clerk Cecilia Good, Police Chief Travis Koltiska, Public Works Director Hanns Mercer, Utilities Director Dan Roberts, and various other City staff.

3. Consideration of the Second Reading of Ordinance 2266 Amending Chapter 4 - Alcohol Updates. City Attorney Brendon Kerns updated the Council regarding the Second Reading of Ordinance 2266, Amending Chapter 4, Alcohol. Councilmember Weitzel moved, seconded by Councilmember Luhman to approve Ordinance #2266 Amending Chapter 4, Alcohol on Second Reading. Roll call vote: unanimous.

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

4. The meeting was adjourned at 5:02 P.M.

APPROVED:

_____

Richard Bridger, Mayor

ATTEST:

_____

City Clerk, Cecilia Good

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

Treasurer

MEMORANDUM

Project Name:	**Claims**
From:	Karen Burtis, City Treasurer
To:	Mayor and Council
CC:	
Date:	

Discussion:

Please see attached claims list

Attachments

Claims list 1
Payroll
MDU
Claims 2

DETAIL INVOICE LIST

CASH ACCOUNT: 99000 1012 CHECK RUN: LL050223 05/02/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
100062	A Plus Plumbers & Appliance Re	Urinal Repair Kit; Vacuum	152.50
100065	Ace Hardware-Newkirk	Invoice #8944189, KGC sup	14.60
100065	Ace Hardware-Newkirk	nuts screws	4.19
100376	Altitude Recycling Equipment L	Parts for Baler #1	1,633.00
100378	Amazon Capital Services	Desk Chair and Kleenex	223.83
100378	Amazon Capital Services	copy paper	1,138.00
100378	Amazon Capital Services	Credit Poster Frame	-24.91
100378	Amazon Capital Services	Credit Card Paper, Exit S	43.43
100378	Amazon Capital Services	Amazon Order	106.66
100378	Amazon Capital Services	Amazon Order	141.36
100378	Amazon Capital Services	ITEM: NFPA 13R, Standard	413.00
100378	Amazon Capital Services	Cork Board - Planning Off	39.87
100378	Amazon Capital Services	Return of poster frame	-24.91
100378	Amazon Capital Services	ITEM: PROLUBE 1/2-inch N	416.26
100378	Amazon Capital Services	Office Supplies	67.64
100378	Amazon Capital Services	ITEM: PNY CS900 500GB 3D	206.05
100378	Amazon Capital Services	shortage on org credit$18	-.20
100378	Amazon Capital Services	return receipt paper	-43.98
100378	Amazon Capital Services	adding machine	98.49
100386	American Maid	UM March cleaning	450.00
100392	American Welding & Gas Inc	Cutting Disks, Welding Gl	159.81
100392	American Welding & Gas Inc	Welding Gas	79.48
100395	Angel Armor LLC	Ballistic Vests	5,769.46
100398	Apex Communications LLC	Labor Charge-FireComm Hea	390.00
101202	Associated Construction Engine	Rotary Park - Prof. Svcs.	1,470.00
100413	AT&T Mobility	Monthly FD MDC Engine 1 a	80.08
100754	Continental Mapping Acquisitio	GIS Professional Services	759.52
100437	Nancy Jane Trangmoe	Embroidery for Don Gonzal	20.00
100573	Big Horn Logistics LLC	SCADA work and laptop set	2,443.99
100574	Big Horn Sanitation	Invoice #50289, Malcolm W	126.50
100583	BK Technologies Inc	Mobile Radio for new ambu	3,487.87
100596	Brian's Boot & Shoe Company	boots	170.95
100596	Brian's Boot & Shoe Company	boots	170.95
100596	Brian's Boot & Shoe Company	Boots for Adam Knutson	197.95

DETAIL INVOICE LIST

CASH ACCOUNT: 99000 1012 CHECK RUN: LL050223 05/02/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
100613	C & K Equipment Sales Inc	Invoice #10248, Weed and	49.92
100625	Carquest Auto Parts	Quick-Strut Assembly for	452.18
100625	Carquest Auto Parts	2-RAD L711-Cycle Chain Lu	40.84
100625	Carquest Auto Parts	Air Filter for Brush 1-Ve	85.39
100625	Carquest Auto Parts	Mercon V ATF-Transmission	124.43
100625	Carquest Auto Parts	parts for shop repairs	3.00
100625	Carquest Auto Parts	parts for shop repairs	19.40
100625	Carquest Auto Parts	parts for shop repairs	2.62
100625	Carquest Auto Parts	rear wiper for inspector	10.04
100625	Carquest Auto Parts	Car Battery	103.17
100625	Carquest Auto Parts	Lights for vehicles	24.88
100625	Carquest Auto Parts	Air Filter for Brush 1-Ve	85.39
100625	Carquest Auto Parts	Oil Filter for Brush 1-Ve	2.62
100625	Carquest Auto Parts	Tire Shine- Gloss	6.89
100625	Carquest Auto Parts	Fuel Filter and lube for	44.08
100625	Carquest Auto Parts	parts for shop repairs	32.54
100625	Carquest Auto Parts	parts for shop repairs	10.14
100625	Carquest Auto Parts	parts for shop repairs	87.74
100625	Carquest Auto Parts	parts for shop repairs	69.45
100625	Carquest Auto Parts	U Joint for Recycling Tru	92.78
100625	Carquest Auto Parts	core return	-108.00
100625	Carquest Auto Parts	core return	-22.00
100625	Carquest Auto Parts	Invoice #1972-552436, KGC	121.25
100625	Carquest Auto Parts	Serpentine Belt and Air F	150.25
100625	Carquest Auto Parts	Engine Oil Filter for 200	2.62
100636	CED- Consolidated Electrical D	signs supplies	11.63
100636	CED- Consolidated Electrical D	signs supplies	62.78
100642	CH Diagnostics and Consulting	Ecoli, Carboy, Giardia an	590.00
100719	Chemtrade Chemicals US LLC	Alum Sulfate	8,584.25
100735	CMI-Teco	Lock for Sanitation Truck	685.36
100742	Collection Professionals Inc	CPI Collections #1885-3/1	199.00
100749	Communication Electronics Inc	Sprinkler and alarm syste	247.50
100767	Crescent Electric Supply Co	Klein Bolt Cuter Blades f	51.37
100767	Crescent Electric Supply Co	500 Ft R Wire (M. Burtis)	54.83
100767	Crescent Electric Supply Co	Wire org inv# S510912544.	-74.88
100767	Crescent Electric Supply Co	Fluke Multimeter	178.01
100767	Crescent Electric Supply Co	2-port single faceplate,	21.85
100782	Dana Kepner Company	Meter adaptors	637.50
100782	Dana Kepner Company	20inch PVC pipe	6,293.32
101167	Delta Wye Inc	N. Sheridan Interchange -	7,250.00

DETAIL INVOICE LIST

CASH ACCOUNT: 99000 1012 CHECK RUN: LL050223 05/02/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
100874	Direct Electric	Installed Surface Conduit	725.00
101204	DocuSign Inc	electronic signing softwa	1,794.00
100888	DOWL LLC	Terra Turner Prof. Servic	19,122.50
100893	Dustbusters Enterprises Inc	ice kicker	10,326.78
100906	Thomas Redle	SCADA Work on Rotomat Sen	875.00
100914	Employ LLC	Temp Services for Solid W	5,185.18
100914	Employ LLC	Temp services for solid w	5,911.49
100918	Engineering Associates	Spec Update Professional	9,040.44
100923	Enviro-Clean Equipment Inc	spray nozzle	173.03
100928	Excalibur Construction Inc	SAWS Refund-2339 Dry Ranc	37.79
100076	Fastenal Company	HCS and NYLOCK for Saniat	87.70
100089	Floyd's Truck Center WY	Striker Pins and Handle f	145.68
100089	Floyd's Truck Center WY	Contact Ring, Rivet Kit a	73.95
100089	Floyd's Truck Center WY	Horn Contact for Recyclin	35.30
100092	PreCise MRM LLC	air and road	677.25
100103	Fremont Motor Company	Seal for Recycling Truck	138.10
100103	Fremont Motor Company	Kit for Recycling Truck 2	78.67
100104	Fremont Motor Sheridan Inc	parts for shop repairs	73.92
100104	Fremont Motor Sheridan Inc	parts for shop repairs	24.40
100104	Fremont Motor Sheridan Inc	parts for shop repairs	13.24
100104	Fremont Motor Sheridan Inc	Sensor for MS98	163.75
100104	Fremont Motor Sheridan Inc	engine miss fire	108.50
100111	Gades Sales Co Inc	sign supplies	343.90
100112	Galls LLC	Uniforms	57.86
100112	Galls LLC	Uniform Gear	81.80
100118	Geotec Industrial Supply	signs - hd post with 13 t	1,340.10
100123	Gillette Steel Center Inc	cutting edge	438.00
100130	Grainger Inc	STREETS - blanket PO	64.07
101153	Terence L Havens	Class A Uniform for Wes D	469.74

DETAIL INVOICE LIST

CASH ACCOUNT: 99000 1012 CHECK RUN: LL050223 05/02/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
100230	Hawkins Inc	Sodium Hypochlorite- 530	4,800.43
100230	Hawkins Inc	Sodium Hypochlorite- 550	4,911.88
100230	Hawkins Inc	Sodium Hypochlorite- Azon	2,989.15
100230	Hawkins Inc	Stackable Poly tote	50.00
100230	Hawkins Inc	Azone and Soda Ash	2,656.21
100237	Heartland Kubota LLC	svl90 rental	600.00
100248	Home Depot Credit Services	Invoice #3020886, Parks s	112.88
100248	Home Depot Credit Services	Invoice #3011619, Parks s	20.51
100248	Home Depot Credit Services	Invoice #6011154, Parks S	75.07
100248	Home Depot Credit Services	Invoice #5080022, Parks s	1,197.00
100248	Home Depot Credit Services	Invoice #9011025, Parks D	36.46
100248	Home Depot Credit Services	Invoice # 1012096, Parks	38.08
100248	Home Depot Credit Services	Quick crete, PVC caps	66.14
100248	Home Depot Credit Services	vinyl black silver letter	292.08
100248	Home Depot Credit Services	non contact voltage test	40.91
101124	IBS Inc	nuts bolts washers	168.80
100270	InfoSend Inc	Monthly service/email fee	136.00
100270	InfoSend Inc	Monthly service/email fee	5,703.43
100294	J Frank Schmidt & Son	Invoice # 658544, Communi	306.90
100295	J J Keller & Associates Inc	CDL Training	2,980.00
101019	J-K Trucking	snow haul	522.50
101019	J-K Trucking	snow haul	1,377.50
101033	Kane Funeral Services LLC	Invoice # DS Monu., cemet	1,149.70
101046	Kilpatrick Creations Inc	T-Shirts for Community Cl	1,666.20
101058	Kois Brothers Equipment Co	Arm for Sanitation Truck	379.88
101058	Kois Brothers Equipment Co	Wearpad Jib for Roll Off	78.30
101203	Legacy Irrigation and Supply L	resin float	56.15
100451	LJS Concrete & Excavating LLC	snow haul	3,776.25
100453	LN Curtis & Sons	Orange Survivor X Right A	86.98
100453	LN Curtis & Sons	LN Curtis-2 Pairs uniform	502.99
100458	Luke A Goddard	Medical Doctor Coverage f	500.00
100494	Midland Implement Co Inc	Invoice # 189273001, KGC	750.00
100502	Modern Machinery Co Inc	Air Spring for Grinder 4-	769.27

DETAIL INVOICE LIST

CASH ACCOUNT: 99000 1012 CHECK RUN: LL050223 05/02/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
100021	Montana Dakota Utilities Co	Electric and gas bills	18,767.49
100648	Mountain View Building Inc	snow haul	380.00
100648	Mountain View Building Inc	snow haul	1,472.50
100652	Mullinax Concrete Service & Ir	Invoice #0243955-IN, Park	89.77
100652	Mullinax Concrete Service & Ir	invoice #0243958-IN, Park	381.41
100652	Mullinax Concrete Service & Ir	Invoice # 0244149-IN, KGC	1,885.80
100652	Mullinax Concrete Service & Ir	Invoice # 0244143-IN, KGC	551.36
100652	Mullinax Concrete Service & Ir	Invoice # 0244088-IN, KGC	403.00
100652	Mullinax Concrete Service & Ir	sand for sand bags	1,933.50
100652	Mullinax Concrete Service & Ir	washed sand and sand bags	2,063.76
100652	Mullinax Concrete Service & Ir	sand for sandbags	931.20
100657	SPB Inc	Battery Terminal for 2007	66.58
100657	SPB Inc	Premium Rear Brake and Ul	200.64
100657	SPB Inc	Oil Filter and Fuel Filte	47.57
100657	SPB Inc	Plug for Engine 2	2.42
100657	SPB Inc	Joint for 2-64	100.42
100657	SPB Inc	Relay for 3-14	16.19
100657	SPB Inc	Exact Fit Blade for Recyc	26.48
100657	SPB Inc	Battery for Dump Truck 3-	556.38
100657	SPB Inc	parts for shop repairs	591.08
100657	SPB Inc	parts for shop repairs	59.39
100657	SPB Inc	parts for shop repairs	179.99
100657	SPB Inc	parts for shop repairs	133.73
100657	SPB Inc	parts for shop repairs	37.78
100657	SPB Inc	parts for shop repairs	61.61
100657	SPB Inc	STREET-SIGN BLANKET for r	18.89
100657	SPB Inc	parts and tools	23.99
100657	SPB Inc	parts and tools	40.68
100657	SPB Inc	parts and tools	36.99
100665	Nelson Excavating LLC	snow haul	285.00
100665	Nelson Excavating LLC	snow haul	1,401.25
100671	Norco Inc	Park Supplies	42.78
100671	Norco Inc	Utility Tech - Hard hat -	24.40
100671	Norco Inc	Safety glasses	57.49
100671	Norco Inc	Kazbek XL Polarized Coppe	152.00
100671	Norco Inc	bracket for extinguisher	23.08
100671	Norco Inc	STREET- SIGN BLANKET for	429.18
100671	Norco Inc	SHOP - BLANKET for items	45.79
100671	Norco Inc	Safety Glasses, Paper Tow	294.28
100671	Norco Inc	Gloves and Trash Bags for	438.14
101199	North American Rescue Holdings	Quote #Q79088 Kit, Headre	2,350.20

DETAIL INVOICE LIST

CASH ACCOUNT: 99000 1012 CHECK RUN: LL050223 05/02/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
100680	Northern Underground LLC	snow haul	665.00
100047	Office Shop Inc	printer copier services	188.06
100047	Office Shop Inc	Um copier lease	53.48
100047	Office Shop Inc	Um copier lease	53.48
100047	Office Shop Inc	Monthly Usage Utilities 0	31.06
100047	Office Shop Inc	Usage 01/24/2023 to 04/23	518.47
100047	Office Shop Inc	Usage Engineering 03/25/2	137.86
100047	Office Shop Inc	Usage 04/02/2023 to 05/01	103.61
100047	Office Shop Inc	Usage Utlities 04/01/2023	318.62
100047	Office Shop Inc	Records Copier Costs	11.26
100047	Office Shop Inc	Monthly Copy Charges	126.83
100047	Office Shop Inc	Feb and April copier leas	101.15
100047	Office Shop Inc	Feb and April copier leas	101.15
999998	Mark Galloway	Helmet Strap Replacement-	67.96
999998	Collin Eisenman	Meals Per Diem and mileag	493.13
999998	Collin Eisenman	Meals Per Diem and mileag	434.13
999998	Mark Galloway	Reimb meals per diem and	393.51
999998	Gabe Legler	Reimb meals per diem for	265.50
999998	Karen Burtis	MICR toner	297.59
999998	Karen Burtis	magnetic label holders	92.12
999998	Amanda Fischer	Floor Mats for vehicle	78.55
999998	Mike	travel reimbursment for B	551.20
999998	Trai	travel reimbursement for	197.50
999998	Gabe Legler	Reimbursement of registra	325.00
999998	Hanns Mercer	Travel reimbursement - Ch	531.28
999998	Collin Eisenman	Reimbursement for meals p	492.47
999998	Collin Eisenman	Meals per diem (221.25) a	433.47
999998	Candace Ainslie	mileage reimbursement for	195.19
999998	Cecilia Good	Mileage and per diem reim	269.38
999998	James Hill	Professional dress clothi	177.55
999998	Gerald Johnston	Reimbursement for sweatsh	29.65
999999	Ron Richter	Council Photos	50.00
999997	Joyce Thompson	Water Refund-2072 Papago	51.70
999997	Community Impact Inc	SAWS Refund-27 Brayton Ln	53.30
999997	Community Impact Inc.	SAWS Refund-33 Brayton Ln	54.72
999997	Danielle Dowell	Deposit Refund-1365 Highl	85.11
999997	Aaron & Samantha Bruce	Deposit Refund-1427 Holme	90.00
999997	Dillyn Kane	Deposit Refund-1304 North	125.00
999997	The Paint Post-Kendra Barney	Deposit Refund-45 N Main	72.42
999997	Deborah McGraw	Deposit Refund-1143 Park	64.25
999997	Stonemill Construction	Sewer Refund-1465 Oxbox D	33.69
999997	Tom Bork	Deposit Refund-218 S Cust	78.80

DETAIL INVOICE LIST

CASH ACCOUNT: 99000 1012 CHECK RUN: LL050223 05/02/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
999997	Jacob Day	Deposit Refund-542 Claren	29.19
999997	May Lee	SAWS Refund-34 Cox Valley	103.65
999997	Coalan & Dena Whitney	Overpayment Refund-251 W	59.62
999997	Dan Casey	Overpayment Refund-325 E	113.21
999997	Cole Pietak	Overpayment Refund-1035 W	7.08
999997	Heather Bruyette	Deposit Refund-1037 Illin	26.40
999997	Sherry Gaul	Deposit Refund-664 Sheri	97.10
999997	Ruth P. Croteau	Deposit Refund-1705 Park	62.36
999997	Christine Pendleton	Deposit Refund-1142 Lewis	28.05
999997	Olivia Conrad	Deposit Refund-1021 Exete	13.21
999997	Branton Huber	Deposit Refund-848 Exeter	37.44
999997	Susan Rochelle	Deposit Refund-740 W Burk	59.97
100707	M & R Parker Glass Inc	CH Window Replacement - R	13,447.00
100794	Pert's Towing	Pulled Recycling Truck 3-	382.50
100794	Pert's Towing	Pulled Sanitation Truck 7	255.00
100794	Pert's Towing	Pulled Sanitation Truck 3	255.00
100794	Pert's Towing	Pulled Sanitation Truck W	280.00
100794	Pert's Towing	SW WC7002 pulled from Par	280.00
100794	Pert's Towing	SW Truck 7-18 pulled from	1,120.00
100794	Pert's Towing	Towed Sanitation Truck 3-	255.00
100794	Pert's Towing	Towed Sanitation Truck 3-	255.00
100795	Peterbilt of Wyoming	Radiator Core for Sanitat	3,070.90
100795	Peterbilt of Wyoming	injector	461.77
100795	Peterbilt of Wyoming	injector	108.76
100795	Peterbilt of Wyoming	Core return org INV CP476	-843.75
100812	Pontem Software by RIA	Invoice #00011959, Cemete	2,270.00
100818	Powder River Power of Sheridan	Brass Ball Valve for Brus	29.40
100818	Powder River Power of Sheridan	Orange Glove - Check #248	.18
100818	Powder River Power of Sheridan	V-Belt	19.88
100818	Powder River Power of Sheridan	V-Belt	10.17
100818	Powder River Power of Sheridan	Coupler Assembly for Oxid	2,185.00
100818	Powder River Power of Sheridan	Hose fittings	27.33
100818	Powder River Power of Sheridan	STREETS- SIGNS - POWDER R	240.00
100818	Powder River Power of Sheridan	rhino sleeve	495.22
100818	Powder River Power of Sheridan	SHOP - items for repairs	98.06
101113	Quill LLC	office supplies	74.77
100956	Rocky Mountain Sign Design & P	Two (2) Exterior Signs fo	2,241.54
100960	Roll 'N' Rite Doors Inc	Invoice #6705, Cemetery s	593.84
101149	Industrial Products MFG Inc	125 gr. RHT Frangible amm	2,112.24
100981	Schoeny Inc	snow haul	1,710.00

DETAIL INVOICE LIST

CASH ACCOUNT: 99000 1012 CHECK RUN: LL050223 05/02/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
100983	Stearns Conrad & Schmidt Consu	Water and Sewer PIF Analy	3,697.50
100983	Stearns Conrad & Schmidt Consu	City/SAWS Scenario Analys	1,525.00
100989	Servall Uniform & Linen Supply	Clean Rugs for SFR 4/13/2	31.71
100989	Servall Uniform & Linen Supply	UM rug cleaning	93.00
100989	Servall Uniform & Linen Supply	UM rug cleaning	93.00
100989	Servall Uniform & Linen Supply	Bi Weekly Rug Cleaning	231.92
100989	Servall Uniform & Linen Supply	mats coveralls mops	200.95
100989	Servall Uniform & Linen Supply	Bi Weekly Rug Cleaning	36.37
100989	Servall Uniform & Linen Supply	Rug Cleaning	174.39
100994	Shaunessey Reeves	Invoice #329, Cemetery ja	50.00
100994	Shaunessey Reeves	Invoice #328, Parks jani	500.00
100998	Sheridan Commercial Co	Supplies - paint tape, an	44.84
100998	Sheridan Commercial Co	Cleaning supplies.	77.64
100998	Sheridan Commercial Co	1/2 C Tube Cap; 1/2 CxC 9	23.30
100998	Sheridan Commercial Co	2-1xclose Galv Nipple-1 i	35.92
100998	Sheridan Commercial Co	cleaning supplies for Bui	42.35
100998	Sheridan Commercial Co	Batteries, shipping tags	57.01
100998	Sheridan Commercial Co	IT Supplies - Fasteners a	15.84
100998	Sheridan Commercial Co	UPS Shipping Fees - Utili	34.55
100998	Sheridan Commercial Co	IT Supplies Fasteners and	21.40
100998	Sheridan Commercial Co	Supplies for Landfill, Wa	22.47
100998	Sheridan Commercial Co	Supplies for Landfill, Wa	3.57
100998	Sheridan Commercial Co	Supplies for Landfill, Wa	30.15
100998	Sheridan Commercial Co	Supplies	23.99
100998	Sheridan Commercial Co	STREET- BLANKET Sheridan	73.01
100998	Sheridan Commercial Co	STREET- BLANKET Sheridan	17.00
100998	Sheridan Commercial Co	Janitorial Supplies	239.88
100998	Sheridan Commercial Co	Return Foam Hand Wash	-239.88
100998	Sheridan Commercial Co	Janitorial Supplies	158.88
100998	Sheridan Commercial Co	Return ball valve,adapter	-14.92
100998	Sheridan Commercial Co	STREET- BLANKET Sheridan	66.55
100998	Sheridan Commercial Co	STREET- BLANKET Sheridan	43.92
100998	Sheridan Commercial Co	STREET- BLANKET Sheridan	12.12
100998	Sheridan Commercial Co	STREET- BLANKET Sheridan	196.81
100998	Sheridan Commercial Co	STREET- BLANKET Sheridan	28.72
100998	Sheridan Commercial Co	STREET- BLANKET Sheridan	13.84
100998	Sheridan Commercial Co	Janitorial Supplies	93.83
100998	Sheridan Commercial Co	Clorox Bleach	21.84
100050	Sheridan County	JasonHinz immunizations	140.00
100150	Econowash LLC	Laundry Services	42.00
100150	Econowash LLC	SHOPLaundry for uniforms	40.00
100150	Econowash LLC	SHOPLaundry for uniforms	44.00
100153	Sheridan Express LLC	Hauled Tires for Recyclin	803.25

DETAIL INVOICE LIST

CASH ACCOUNT: 99000 1012 CHECK RUN: LL050223 05/02/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
100488	Memorial Hospital of Sheridan	Laboratory-Chest X-Ray fo	729.00
100488	Memorial Hospital of Sheridan	Blood Draw for new hire C	75.00
100162	Sheridan Motor Inc	blanket po for correct am	95.20
100174	Sherwin Williams Company	STREET-SIGN BLANKET - pai	73.58
100189	Source Office & Technology	6x9 Manilla Envelopes	52.94
100198	SSR Construction Inc	Removed Snow Pile 03/30,	6,750.00
100202	Steady Stream Hydrology Inc	ACOE 1135 Design - Tech &	1,547.63
100203	Steamboat Trucking & Services	snow haul	1,757.50
100203	Steamboat Trucking & Services	snow haul	380.00
101201	Carl A Thuesen	Invoice # Mar 31, 2023 -	307.39
100207	Steve's Truck Service Inc	Replace A/C Lines and Rec	537.00
100301	Swagit Productions LLC	3rd party agenda integrat	6,000.00
100306	Tank Management Services	fuel tank inspection	650.00
100310	Team Laboratory Chemical LLC	road patch	2,087.00
100311	Ted's Towing LLC	Tow charge	125.00
100317	Thatcher Company of Nevada Inc	Soda Ash- Dense 2000# sac	14,100.00
100321	The Tire Guys Inc	Tire Repair for Fuel Truc	26.00
100322	Tires for Reclamation Inc	Tire Recycling 04/17/23	1,396.50
100328	Top Office Products Inc	Admin-Station Copy Count	201.28
100329	Toro NSN	Invoice # 198728005, KGC	155.00
100330	Total Comfort Heating & Air Co	Invoice #16790T, HVAC rep	110.00
100330	Total Comfort Heating & Air Co	Invoice #16779T, Mx shop	112.95
100335	Transaction Warehouse Inc	Iweb payments	5,008.50
101130	Tree Mechanics	Class 1 prune Kendrick Pa	3,850.00
100349	TWS Trucking Services LLC	snow	2,018.75
100350	Tyler Technologies Inc	Munis Implementation Cons	652.00
100350	Tyler Technologies Inc	Munis Implementation Cons	1,304.00

DETAIL INVOICE LIST

CASH ACCOUNT: 99000 1012 CHECK RUN: LL050223 05/02/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
100351	Uline Inc	mailboxes	445.90
100360	HD Supply Inc	30' Suspended Avocado Flo	100.37
100365	Veolia ES Technical Solutions	HHW Disposal 12/14/2022	23,477.00
100367	Vertical Door Solutions Inc	Put Roll Pin Back in Plac	227.60
101205	VMware Inc	VMware Basic Support - Re	273.00
100516	VRM Inc	Replaced Leaking Hydrauli	4,672.00
100516	VRM Inc	250 Hour Service on TANA	1,390.00
100516	VRM Inc	Replaced Steer Cylinder o	1,060.00
100519	WAM	WAM Summer Conference Reg	1,040.00
100519	WAM	WAM WCCA loan	2,500.00
101193	Wareings Motors Sheridan Inc	arm kit	137.50
101193	Wareings Motors Sheridan Inc	parts for shop repairs an	640.80
101193	Wareings Motors Sheridan Inc	parts for shop repairs an	71.08
101195	Weatherproofing Technologies I	KGC clubhouse roof repair	5,609.19
100532	Western Emulsions Inc	CRS-2	760.00
100532	Western Emulsions Inc	tack - emulsions - durapa	813.75
100532	Western Emulsions Inc	tack - emulsions - durapa	777.65
100534	Western Transport LLC	snow haul	760.00
100534	Western Transport LLC	snow haul	475.00
100534	Western Transport LLC	snow haul	570.00
100539	WIN IoT LLC	Computer modem/Quote 2341	2,030.00
100540	Winsupply of Sheridan Wy Co	hydrant test kit	65.95
100540	Winsupply of Sheridan Wy Co	BGWTP Utilidor Supplies	1,198.33
101110	Willow Land Management LLC	snow haul	285.00
101110	Willow Land Management LLC	snow haul	553.85
100052	Wyoming Machinery Company	Edge for Dozer 4-34A	621.42
100052	Wyoming Machinery Company	parts for repairs in shop	171.18
100052	Wyoming Machinery Company	parts for repairs in shop	232.32
100052	Wyoming Machinery Company	strip wear consumables pl	1,220.70
100052	Wyoming Machinery Company	End Bit for Dozer 4-34A	142.01
100052	Wyoming Machinery Company	Bolts, Buts and Washers f	324.08
100052	Wyoming Machinery Company	Labor for Emission Faults	73.13

DETAIL INVOICE LIST

CASH ACCOUNT: 99000 1012 CHECK RUN: LL050223 05/02/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
	361 INVOICES	CHECK RUN TOTAL	331,909.60

CHECK RUN SUMMARY

CHECK RUN: LL050223 05/02/2023

ACCOUNT	ORG DESC	ACCT DESC	
100-10-12-121-000-6201-	Council	Travel/Tra	1,040.00
100-10-12-121-000-6601-	Council	Contractua	50.00
100-10-14-141-000-6104-	Clerk	Comp Softw	7,794.00
100-10-14-141-000-6201-	Clerk	Travel/Tra	464.57
100-10-14-142-000-6101-	Treasurer	Office Sup	372.36
100-10-14-142-000-6108-	Treasurer	Equip/Mach	98.49
100-10-14-143-000-6101-	Cust Serv	Office Sup	-44.18
100-10-14-143-000-6601-	Cust Serv	Contractua	11,046.93
100-10-17-170-000-6104-	IT	Comp Softw	273.00
100-10-17-170-000-6111-	IT	Department	243.29
100-10-18-181-000-6101-	GGB Maint	Office Sup	1,230.12
100-10-18-181-000-6108-	GGB Maint	Equip/Mach	445.90
100-10-18-181-000-6502-	GGB Maint	Rent/Lease	1,109.62
100-10-18-181-000-6700-	GGB Maint	Repairs/Ma	247.50
100-10-18-182-000-6111-	Engineer	Department	66.00
100-10-18-182-000-6201-	Engineer	Travel/Tra	531.28
100-20-21-210-000-6101-	Police	Office Sup	210.32
100-20-21-210-000-6105-0006A	Police	Uniforms/C	3,419.16
100-20-21-210-000-6111-	Police	Department	2,730.93
100-20-21-210-000-6401-	Police	Gas/Electr	107.76
100-20-21-210-000-6502-	Police	Rent/Lease	11.26
100-20-23-230-000-6105-0006A	Fire Admin	Uniforms/C	972.73
100-20-25-250-000-6101-	Bldg Insp	Office Sup	455.35
100-20-25-250-000-6111-0010A	Bldg Insp	Department	148.55
100-20-25-250-000-6700-	Bldg Insp	Repairs/Ma	188.06
100-20-25-250-000-6704-0010A	Bldg Insp	Repairs/Ma	10.04
100-30-31-312-000-6111-	Road Maint	Department	1,081.03
100-30-31-312-000-6401-	Road Maint	Gas/Electr	2,668.60
100-30-31-312-000-6402-	Road Maint	Electric-O	132.22
100-30-31-312-000-6700-	Road Maint	Repairs/Ma	12.59
100-30-31-312-000-6704-0010A	Road Maint	Repairs/Ma	196.33
100-30-35-350-000-6701-	Cem Admin	Repairs/Ma	1,743.54
100-50-54-540-000-6111-	Park Super	Department	1,197.00
100-50-54-540-000-6401-	Park Super	Gas/Electr	665.91
100-50-54-540-000-6601-	Park Super	Contractua	126.50
100-50-54-540-000-6704-0010A	Park Super	Repairs/Ma	108.50
100-50-54-543-000-6111-	Forestry	Department	306.90
100-50-54-543-000-6601-	Forestry	Contractua	3,850.00
100-60-62-621-000-6101-	Plan Zone	Office Sup	18.71
100-70-73-731-000-6111-	ServiceCtr	Department	45.97
100-70-73-731-000-6401-	ServiceCtr	Gas/Electr	2,092.40
100-70-73-731-000-6601-	ServiceCtr	Contractua	84.00
		FUND TOTAL	47,553.24
110-20-21-210-000-6601-	Police	Contractua	125.00
110-20-23-230-000-6105-	Fire Admin	Uniforms/C	97.61
110-20-23-230-000-6108-	Fire Admin	Equip/Mach	86.98
110-20-23-230-000-6111-	Fire Admin	Department	51.37
110-20-23-230-000-6201-	Fire Admin	Travel/Tra	2,837.21

CHECK RUN SUMMARY

CHECK RUN: LL050223 05/02/2023

ACCOUNT	ORG DESC	ACCT DESC	
110-20-23-230-000-6403-	Fire Admin	Telecom Se	80.08
110-20-23-230-000-6502-	Fire Admin	Rent/Lease	201.28
110-20-23-230-000-6601-	Fire Admin	Contractua	1,335.71
110-20-23-230-000-6701-0007A	Fire Admin	Repairs/Ma	160.88
110-20-23-230-000-6704-0010A	Fire Admin	Repairs/Ma	2,461.08
		FUND TOTAL	7,437.20
120-10-16-160-000-6601-	HR	Contractua	2,980.00
120-10-18-182-000-6601-	Engineer	Contractua	9,799.96
120-20-21-210-000-6111-0010A	Police	Department	232.42
120-20-21-210-000-6111-0011A	Police	Department	2,112.24
120-20-21-210-000-6111-0012A	Police	Department	121.32
120-20-21-210-000-6601-	Police	Contractua	174.39
120-20-21-210-000-6704-0010A	Police	Repairs/Ma	95.20
120-30-31-312-000-6102-	Road Maint	Copier Sup	202.30
120-30-31-312-000-6105-	Road Maint	Uniforms/C	341.90
120-30-31-312-000-6111-	Road Maint	Department	7,989.04
120-30-31-312-000-6111-0010A	Road Maint	Department	2,729.91
120-30-31-312-000-6111-0019A	Road Maint	Department	56.15
120-30-31-312-000-6111-0020A	Road Maint	Department	3,997.26
120-30-31-312-000-6201-	Road Maint	Travel/Tra	748.70
120-30-31-312-000-6502-	Road Maint	Rent/Lease	600.00
120-30-31-312-000-6601-	Road Maint	Contractua	200.95
120-30-31-314-000-6111-	SnowRemove	Department	10,988.94
120-30-31-314-000-6111-0010A	SnowRemove	Department	1,220.70
120-30-31-314-000-6601-	SnowRemove	Contractua	17,820.10
120-30-35-350-000-6104-	Cem Admin	Comp Softw	2,270.00
120-30-35-350-000-6601-	Cem Admin	Contractua	50.00
120-50-54-540-000-6111-	Park Super	Department	796.96
120-50-54-540-000-6601-	Park Super	Contractua	500.00
120-50-54-540-000-6701-	Park Super	Repairs/Ma	222.95
120-70-73-731-000-6111-	ServiceCtr	Department	364.53
120-70-73-731-000-6601-	ServiceCtr	Contractua	650.00
		FUND TOTAL	67,265.92
200-20-21-214-000-6105-0187G	Patrol	Uniforms/C	2,655.00
200-20-23-236-000-7600-0146G	Med Svcs	Cap Outlay	3,487.87
		FUND TOTAL	6,142.87
300-10-18-180-000-6850-0204A	GGBConsAcq	Principal	2,500.00
		FUND TOTAL	2,500.00
400-10-14-142-000-7600-0097P	Treasurer	Cap Outlay	1,956.00
400-10-18-180-000-7400-0164P	GGBConsAcq	Cap Outlay	13,447.00
400-30-31-312-000-7400-0156P	Road Maint	Cap Outlay	7,250.00
400-30-31-317-000-6601-0174P	StormDrain	Contractua	1,547.63

CHECK RUN SUMMARY

CHECK RUN: LL050223 05/02/2023

ACCOUNT	ORG DESC	ACCT DESC	
400-50-54-541-000-7400-0181P	Park Areas	Cap Outlay	1,470.00
400-80-81-811-000-7400-0147P	Source Sup	Cap Outlay	590.00
400-80-81-812-000-7500-0151P	Water Dist	Cap Outlay	19,122.50
400-80-81-814-000-7400-0161P	BGWT	Cap Outlay	1,198.33
		FUND TOTAL	46,581.46
500-00-00-000-000-1101-	Water Fund	Accounts R	231.61
500-00-00-000-000-1300-	Water Fund	Due from C	249.46
500-00-00-000-000-2101-	Water Fund	Accounts P	78.80
500-00-00-000-000-2301-	Water Fund	Utility De	790.50
500-80-81-810-000-6111-	WaterAdmin	Department	5.47
500-80-81-810-000-6601-	WaterAdmin	Contractua	3,133.50
500-80-81-810-000-6704-0010A	WaterAdmin	Repairs/Ma	384.48
500-80-81-811-000-6111-0010A	Source Sup	Department	73.70
500-80-81-811-000-6401-	Source Sup	Gas/Electr	525.05
500-80-81-812-000-6111-	Water Dist	Department	2,313.92
500-80-81-812-000-6401-	Water Dist	Gas/Electr	1,105.73
500-80-81-812-000-6502-	Water Dist	Rent/Lease	106.96
500-80-81-812-000-6601-	Water Dist	Contractua	776.00
500-80-81-813-000-6103-	SWTP	Comp Hardw	1,015.00
500-80-81-813-000-6106-	SWTP	Chemicals	14,100.00
500-80-81-813-000-6111-	SWTP	Department	21.84
500-80-81-813-000-6111-0009A	SWTP	Department	54.83
500-80-81-813-000-6401-	SWTP	Gas/Electr	7,055.52
500-80-81-814-000-6103-	BGWT	Comp Hardw	1,015.00
500-80-81-814-000-6106-	BGWT	Chemicals	11,290.46
500-80-81-814-000-6111-	BGWT	Department	99.49
500-80-81-814-000-6401-	BGWT	Gas/Electr	2,777.41
500-80-81-815-000-6111-	SAWS	Department	5,042.82
500-80-81-815-000-6401-	SAWS	Gas/Electr	494.65
		FUND TOTAL	52,742.20
510-00-00-000-000-1101-	Sewer Fund	Accounts R	33.69
510-80-82-820-000-6111-	SewerAdmin	Department	3.66
510-80-82-820-000-6601-	SewerAdmin	Contractua	2,089.00
510-80-82-820-000-6704-0010A	SewerAdmin	Repairs/Ma	256.32
510-80-82-821-000-6401-	WW Collect	Gas/Electr	35.33
510-80-82-822-000-6106-	WW Treat	Chemicals	12,701.46
510-80-82-822-000-6108-	WW Treat	Equip/Mach	2,191.89
510-80-82-822-000-6111-	WW Treat	Department	316.87
510-80-82-822-000-6401-	WW Treat	Gas/Electr	25.84
510-80-82-822-000-6601-	WW Treat	Contractua	3,360.99
		FUND TOTAL	21,015.05
520-80-83-830-000-6102-	SW Admin	Copier Sup	126.83
520-80-83-830-000-6801-	SW Admin	Printing	2,241.54
520-80-83-831-000-6105-0006A	Sanitation	Uniforms/C	208.73

CHECK RUN SUMMARY

CHECK RUN: LL050223 05/02/2023

ACCOUNT	ORG DESC	ACCT DESC	
520-80-83-831-000-6108-	Sanitation	Equip/Mach	100.00
520-80-83-831-000-6111-	Sanitation	Department	149.74
520-80-83-831-000-6111-0010A	Sanitation	Department	4,112.49
520-80-83-831-000-6601-	Sanitation	Contractua	5,858.21
520-80-83-831-000-6701-	Sanitation	Repairs/Ma	113.80
520-80-83-831-000-6704-0010A	Sanitation	Repairs/Ma	73.54
520-80-83-832-000-6105-0006A	Recycling	Uniforms/C	10.78
520-80-83-832-000-6108-	Recycling	Equip/Mach	99.99
520-80-83-832-000-6111-	Recycling	Department	149.74
520-80-83-832-000-6111-0010A	Recycling	Department	7,345.92
520-80-83-832-000-6401-	Recycling	Gas/Electr	802.06
520-80-83-832-000-6601-	Recycling	Contractua	3,393.22
520-80-83-832-000-6603-	Recycling	Contractua	11,096.67
520-80-83-832-000-6701-	Recycling	Repairs/Ma	113.80
520-80-83-832-000-6704-0010A	Recycling	Repairs/Ma	12.26
520-80-84-841-000-6101-	Landfill	Office Sup	27.89
520-80-84-841-000-6111-	Landfill	Department	506.95
520-80-84-841-000-6111-0007A	Landfill	Department	324.08
520-80-84-841-000-6111-0010A	Landfill	Department	4,643.38
520-80-84-841-000-6601-	Landfill	Contractua	28,212.31
520-80-84-841-000-6704-0010A	Landfill	Repairs/Ma	73.13
520-80-84-841-000-7400-	Landfill	Cap Outlay	725.00
		FUND TOTAL	70,522.06
530-30-32-320-000-6111-0010A	Weed Admin	Department	23.08
530-30-32-320-000-6704-	Weed Admin	Repairs/Ma	49.92
		FUND TOTAL	73.00
540-50-53-530-000-6104-	Golf Admin	Comp Softw	155.00
540-50-53-530-000-6111-	Golf Admin	Department	3,283.40
540-50-53-530-000-6201-	Golf Admin	Travel/Tra	750.00
540-50-53-530-000-6401-	Golf Admin	Gas/Electr	279.01
540-50-53-530-000-7400-	Golf Admin	Cap Outlay	5,609.19
		FUND TOTAL	10,076.60
		CHECK RUN SUMMARY TOTAL	331,909.60

** END OF REPORT - Generated by Laurie Lee **

DETAIL INVOICE LIST

CASH ACCOUNT: 99000 1012 CHECK RUN: PR042123 04/20/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
100019	LOCAL 276 IAFF	Regular Payroll 04.21.23	850.00
100024	Orchard Trust	Regular Payroll 04.21.23	3,918.85
100051	State of Wyoming	Regular Payroll 04.21.23	1,471.14
100364	Vantagepoint Transfer Agents 3	Regular Payroll 04.21.23	4,058.64
	4 INVOICES	CHECK RUN TOTAL	10,298.63

CHECK RUN SUMMARY

CHECK RUN: PR042123 04/20/2023

ACCOUNT	ORG DESC	ACCT DESC	
100-00-00-000-000-2204-	Gen Fund	Other Payr	6,886.28
		FUND TOTAL	6,886.28
500-00-00-000-000-2202-	Water Fund	Employer P	14.81
500-00-00-000-000-2204-	Water Fund	Other Payr	1,584.00
		FUND TOTAL	1,598.81
510-00-00-000-000-2202-	Sewer Fund	Employer P	10.19
510-00-00-000-000-2204-	Sewer Fund	Other Payr	664.94
		FUND TOTAL	675.13
520-00-00-000-000-2202-	SW Fund	Employer P	85.33
520-00-00-000-000-2204-	SW Fund	Other Payr	1,053.08
		FUND TOTAL	1,138.41
		CHECK RUN SUMMARY TOTAL	10,298.63

** END OF REPORT - Generated by Michelle Stevenson **

DETAIL INVOICE LIST

CASH ACCOUNT: 99000 1012 CHECK RUN: LL041923 04/19/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
100021	Montana Dakota Utilities Co	Electric and Gas bills	20,898.19
	1 INVOICES	CHECK RUN TOTAL	20,898.19

CHECK RUN SUMMARY

CHECK RUN: LL041923 04/19/2023

ACCOUNT	ORG DESC	ACCT DESC	
100-10-18-181-000-6401-	GGB Maint	Gas/Electr	2,037.70
100-20-23-230-000-6401-	Fire Admin	Gas/Electr	1,608.76
100-30-31-312-000-6401-	Road Maint	Gas/Electr	191.65
100-30-31-312-000-6402-	Road Maint	Electric-O	14,176.36
100-30-35-350-000-6401-	Cem Admin	Gas/Electr	285.32
100-50-54-540-000-6401-	Park Super	Gas/Electr	679.86
		FUND TOTAL	18,979.65
500-80-81-812-000-6401-	Water Dist	Gas/Electr	436.31
500-80-81-815-000-6401-	SAWS	Gas/Electr	1,461.65
		FUND TOTAL	1,897.96
520-80-83-832-000-6401-	Recycling	Gas/Electr	20.58
		FUND TOTAL	20.58
		CHECK RUN SUMMARY TOTAL	20,898.19

** END OF REPORT - Generated by Laurie Lee **

DETAIL INVOICE LIST

CASH ACCOUNT: 99000 1012 CHECK RUN: DH042723 05/02/2023

VENDOR	VENDOR NAME	PURPOSE	AMOUNT
100051	State of Wyoming	Terra Turner DWSRF #252 L	10,000.00
	1 INVOICES	CHECK RUN TOTAL	10,000.00

CHECK RUN SUMMARY

CHECK RUN: DH042723 05/02/2023

ACCOUNT	ORG DESC	ACCT DESC	
500-80-81-810-000-6850-0230A	WaterAdmin	Principal	10,000.00
		FUND TOTAL	10,000.00
		CHECK RUN SUMMARY TOTAL	10,000.00

** END OF REPORT - Generated by Darla Hawkins **

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

Attorney

MEMORANDUM

Project Name:	**Consideration of the Third and Final Reading of Ordinance 2266 Amending Chapter 4 - Alcohol Updates - City Attorney Brendon Kerns**
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	
Date:	

Discussion:

See attached memo and draft Ordinance

Attachments

Memo
Ordinance Redlined
Alcohol Ordinance Clean
Zoning Map
SF 13

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 amendment 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

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 Oeperation.

(a) *Plan of Oeperation Ddescription.* Any license authorized under this Cechapter shall not be issued, renewed, or transferred until the applicant has submitted a Pplan of Oeperation that meets the requirements of this Cechapter. A Pplan of Oeperation 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 Ggoverning Bbody 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 Pplan of Oeperation 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 Pplan of Oeperation requires a special permit as authorized in Ordinancesection 4-8 or pursuant to the Ceity Ggoverning Bbody's approval of a modified Pplan of Oeperation.

(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 Llicense Rrenewals, Ttransfers and Ooriginal Iissuance.

(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 Operationoperational 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 planPlan 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 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 periodextension may be granted by the Ggoverning Bbody upon a finding of good cause;

(C) Third Extension. Should a licensed 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 periodextension may be granted by the Ggoverning Bbody upon a finding of extraordinary circumstances.

(3) In granting the grace periodsextensions provided above, the Ggoverning bBody shall determine the dates of commencement and expiration of the grace periods.

(4) Any licensed enterprise e that is not operational and for which none ofnot eligible for or did not receive an the above grace periods applyextension is subject to non-renewal or revocation of its license by the Ggoverning Bbody., Pprovided, however, that the Ggoverning 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 enterprisee 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 Cceity Cclerk's office no later than November first. Any application which the Cceity Cclerk or the Wyoming Liquor Division designates as incomplete may be amended, corrected or updated provided such correction, amendment or update is submitted to the Cceity Cclerk no later than November fifteenth. No application for renewal may be submitted to the Cceity Ggoverning Bbody until certified as complete by the Cceity Cclerk. Any license which has not been approved by the Ggoverning 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 and 413.

(c) *Required Ffforms.* 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 Ppplan of Ooperation.

(d) *Additional information requiredTransfer and Issuance*. In addition to the statutorily required information, Wwhen 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 Ppplan of Ooperation for the licensee shall comply with the following requirements.

(1) sought to be transferred, The application to transfer or for issuance shall includethe city :

may require additional information, including:

(A~~1~~) 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~~2~~) ~~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 accepted by the City Clerk.

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

~~(1)~~(2) The City may require additional information, and use the information in its determination which ~~including:~~may include:

(A~~3~~) Whether the location of the establishment would be beneficial for liquor or malt beverage sales;

(B~~4~~) 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, T~~t~~ransfer and I~~i~~ssuance C~~c~~onsiderations.* The C~~c~~ity G~~g~~overning B~~b~~ody 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 Cеity 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.

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. <u>The following shall amend Ordinance 4-12 and read</u>:

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

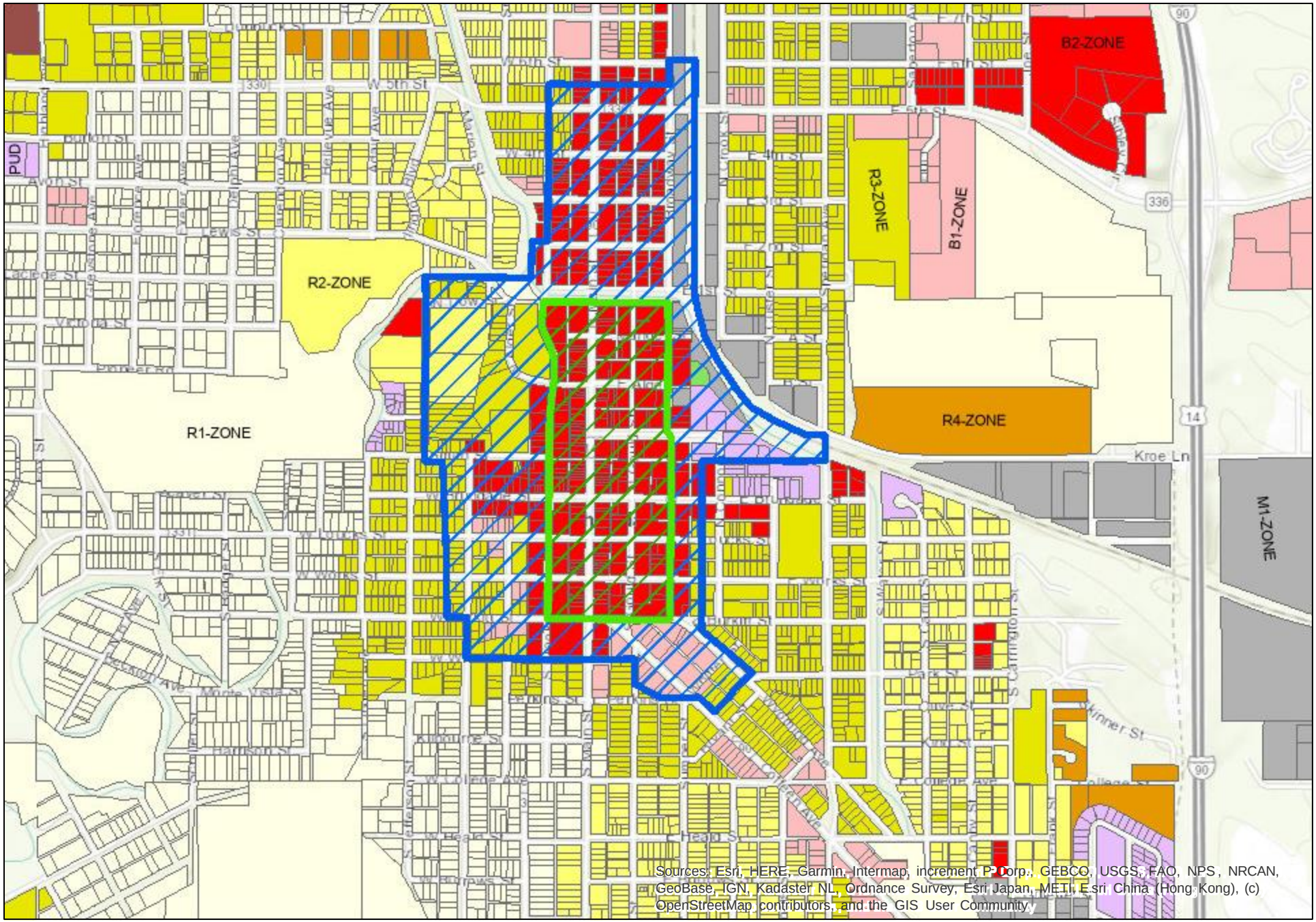
FIRST READING: _____

SECOND READING: _____

THIRD READING: _____

PUBLISHED: _____

EFFECTIVE THE _____ DAY OF _____, 2023.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SENATE FILE NO. SF0013

Bar and grill liquor license phaseout.

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

A BILL

for

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

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

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

12-1-101. Definitions.

(a) As used in this title:

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

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

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

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

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

(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:

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

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

(C) Not more than eighteen (18) 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 three thousand (3,000) persons residing in incorporated cities over thirty thousand (30,000);

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

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

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

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

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

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

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

(f) ~~Bar and grill liquor licenses shall be subject to the provisions of W.S. 12-4-408 and 12-4-410(c) to the same extent those provisions are applicable to restaurant liquor licenses.~~ Bar and grill liquor licensees shall not sell alcoholic or malt beverages for off-premises consumption from the licensed building owned or leased by the licensee except as allowed under ~~W.S. 12-4-410(e)~~ this subsection. The following shall apply to sales of alcoholic and malt beverages:

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

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

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

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

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

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

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

(i) Food service sales;

(ii) Alcoholic and malt beverage sales;

(iii) Entertainment sales.

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

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

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

Section 4.

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

(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.

(END)

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

Attorney

MEMORANDUM

Project Name:	**Consideration of the Third and Final Reading of Ordinance 2265 Regarding Emergency Operations Funding - City Attorney Brendon Kerns**
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	
Date:	

Discussion:

Please see attached memo and Ordinance

Attachments

Memo
Ordinance

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

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

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

MEMORANDUM

Date: **April 12, 2023**
To: **Mayor and Council**
RE: **Emergency Powers and Response Ordinance 2265**

Mayor and Council,

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

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

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

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

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

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

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

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

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

TARVER, KERNS & BUNTING, LLP

Brendon E. Kerns

CITY OF SHERIDAN
ORDINANCE 2265

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

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

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

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

BE IT ORDAINED BY THE CITY OF SHERIDAN GOVERNING BODY:

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

2-68 Proclamation by Mayor

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

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

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

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

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

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

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

2-69 Effect of Emergency Proclamation

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

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

2-70 Reports and Termination

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

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

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

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

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

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

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

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

City of Sheridan

_____
Richard Bridger, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

FIRST READING: _____

SECOND READING: _____

THIRD READING: _____

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

Attorney

MEMORANDUM

Project Name:	**Consideration of the Third and Final Reading for Ordinance 2264 Water Rights Petition Authorization - City Attorney Brendon Kerns**
From:	Brendon Kerns, City Attorney
To:	Mayor and Council
CC:	
Date:	

Discussion:

Please see attached memo and petition.

Attachments

Memo
Ordinance 2264

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 12, 2023**
To: **Mayor and Council**
RE: **Water Right Petition Authorization – Ord. 2264**

Mayor and Council,

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

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

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

TARVER, KERNS & BUNTING, LLP

Brendon E. Kerns

ORDINANCE NO.
2264

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

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

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

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

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

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

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

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

CITY OF SHERIDAN, WYOMING

_____
Mayor

ATTEST:

_____
City Clerk

FIRST READING: _____

SECOND READING: _____

THIRD READING: _____

PUBLISHED: _____

EFFECTIVE THE _____ DAY OF _____, 2023.

CITY OF SHERIDAN, WYOMING

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

Planning

MEMORANDUM

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

Recommendation:

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

Background:

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

NOTICES

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

Discussion:

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

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

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

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

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

Attachments

Aerial

Annexation Plat

Resolution 16-23

Ordinance 2261

Holloway Ave

GATEWAY

R1-ZONE

M1-ZONE

PUD

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

CITY OF Sheridan WYOMING

Legend

Roads
- County Road
- Forest Service Road
- Private Road
- PUBLIC ROAD
- City of Sheridan Road
- Sheridan College Road
- Sheridan County Airport
- State of Wyoming Road
- VA Road
- Parcels

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

N

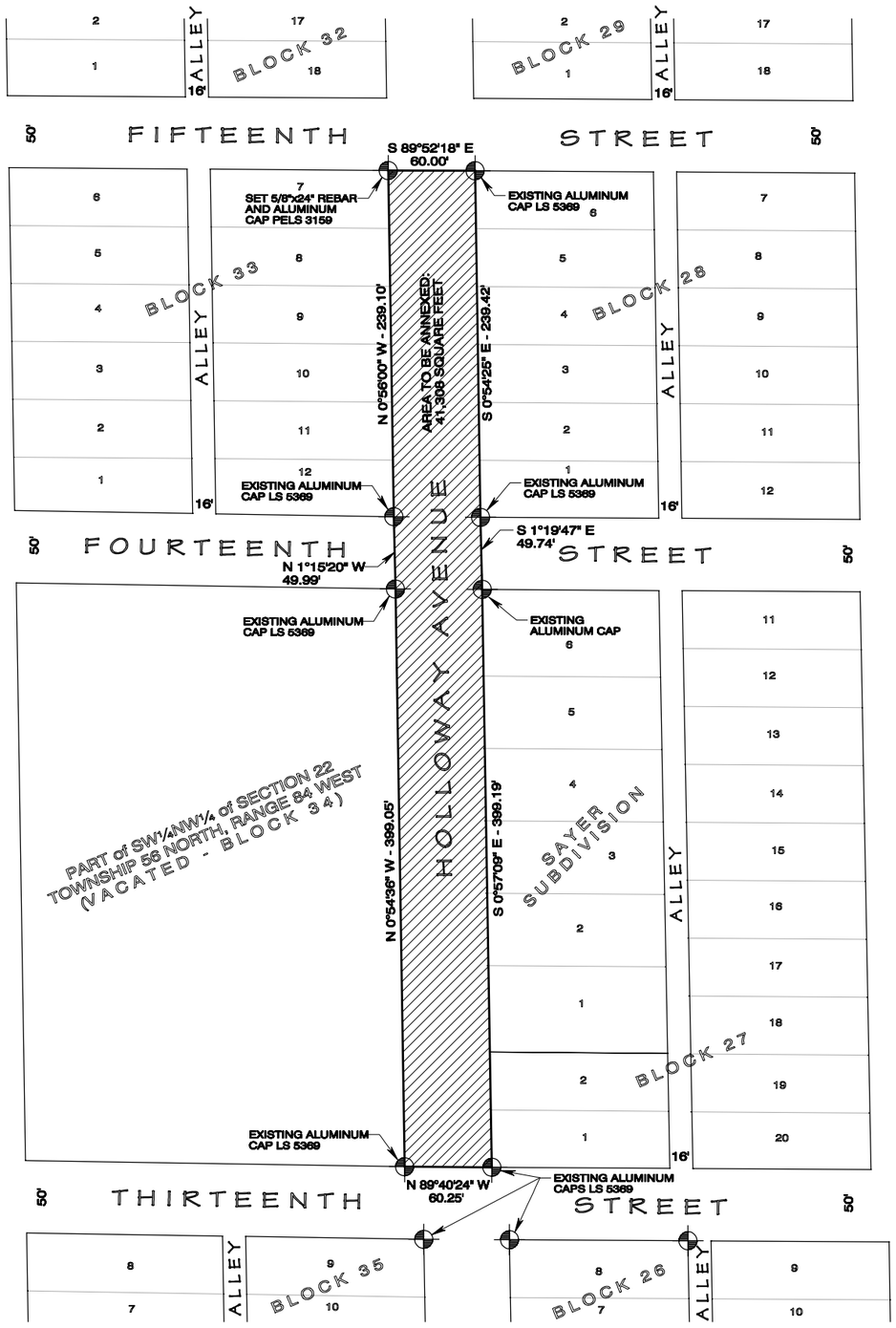
Miles 0 0.65 1.3

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

DETAIL

SCALE : 1" = 100'

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



LOCATION

SCALE : 1" = 1000'

N

CERTIFICATE of SURVEYOR

State of Wyoming
County of Sheridan } ss

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

This map correctly represents all data shown hereon.

Registration No. 3159 PE & LS

CIVIL ENGINEER and LAND SURVEYOR

CERTIFICATE of RECORDER

State of Wyoming
County of Sheridan } ss

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

COUNTY CLERK

MAP

to ACCOMPANY

PETITION for ANNEXATION

of a

TRACT of LAND

being

HOLLOWAY AVENUE

between

THIRTEENTH STREET and FIFTEENTH STREET

in the

DOWNER'S ADDITION
SHERIDAN COUNTY, WYOMING

for the

CITY of SHERIDAN

55 GRINNELL PLAZA
SHERIDAN, WY 82801

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

CITY OF SHERIDAN
RESOLUTION 16-23

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

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

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

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

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

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

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

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

_____
Richard Bridger, Mayor

Attest:

_____
Cecilia Good, City Clerk

State of Wyoming)
)SS
County of Sheridan)

Subscribed and sworn to (or affirmed) before me this _____day of

_____, 2023 by _____.

_____
Notary Public

My commission expires _____.

ORDINANCE NO. 2261

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

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

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

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

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

Section 1. ANNEXATION.

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

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

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

Said tract of land contains 41,308 Square Feet.

Section 2. ZONING

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

Section 3. FINDINGS.

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

Annexation

(i.) The annexation of the area is for the protection of the health, safety and welfare of the persons residing in the area and in the city or town;

(ii) The urban development of the area sought to be annexed would constitute a natural, geographical, economical and social part of the annexing city or town;

(iii) The area sought to be annexed is a logical and feasible addition to the

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

(iv) The area sought to be annexed is contiguous with or adjacent to the annexing city or town, or the area meets the requirements of W.S. 15-1-407;

(v) If the city or town does not own or operate its own electric utility, its governing body is prepared to issue one (1) or more franchises as necessary to serve the annexed area pursuant to W.S. 15-1-410; and

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

(vii) Though noticing was not required, staff sent a mailed notice to adjacent property owners in order to be transparent during the annexation process.

Section 4. SEVERABILITY.

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

Section 5. EFFECTIVE DATE.

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

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

_____
Richard Bridger, Mayor

ATTEST:

_____
Cecilia Good, City Clerk

State of Wyoming)
)SS
County of Sheridan)

Subscribed and sworn to (or affirmed) before me this _____day of

_____, 2023 by _____.

_____

Notary Public

My commission expires _____.

CITY OF SHERIDAN, WYOMING

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

Public Works

MEMORANDUM

Project Name:	Consideration of Fire Prevention Defrayment Costs - City Attorney Brendon Kerns and Public Works Director Hanns Mercer
From:	Hanns Mercer, Public Works Director
To:	Mayor and Council
CC:	City Administrator Stuart McRae
Date:	04/24/2023

Background:

This will be a presentation to determine the Council interest in funding to help defray the cost of fire prevention.

Attachments

Resolution 23-23

CITY OF SHERIDAN
RESOLUTION 23-23

A RESOLUTION TO ESTABLISH AN INCENTIVE PROGRAM TO MITIGATE FIRE RISK AND CASUALTY FOR THE HISTORIC DOWNTOWN MAIN STREET.

WHEREAS, the City of Sheridan recognizes that a safe downtown is a vital part of Sheridan; and

WHEREAS, the buildings located along Main Street in the downtown lack the necessary infrastructure to install fire mitigation sprinkler systems; and

WHEREAS, during the Main Street reconstruction, it is significantly easier and cheaper to install water stubs necessary for a fire mitigation sprinkler system; and

WHEREAS, WYDOT has identified 21 property owners who intend to install fire mitigation sprinkler systems.

BE IT RESOLVED BY THE CITY OF SHERIDAN GOVERNING BODY:

1. That $_____ shall be allocated and made available for Main Street 21 property owners located within the Sheridan downtown for the installation of water line stubs for fire mitigation sprinkler systems.

2. Each property owner may receive up to $3,000.00 toward the stub installation. The property owner shall provide invoices for the water stub installation owed to licensed contractors to the City Clerk. Upon all inspections, if any, having been performed and completed, the Governing Body shall pay the contractor up to $3,000.00.

3. Any invoice not received by December 1, 2024 shall be ineligible for payment. This program shall end December 31, 2024.

4. The Public Works Director is authorized to establish rules and procedures necessary for the implementation of this program.

PASSED, APPROVED and ADOPTED this 1st day of May, 2023.

_____

Richard Bridger, Mayor

ATTEST

_____

City Clerk

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

Clerk

MEMORANDUM

Project Name:	**Consideration of Chamber Funding MOU - City Attorney Brendon Kerns**
From:	Candace Ainslie, Assistant Clerk
To:	Mayor and Council
CC:	
Date:	

Discussion:

See attached MOU

Attachments

MOU

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

WEHREAS, 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	Chamber
City Clerk's Office	Sheridan County Chamber of Commerce
55 Grinnell Plaza	54 S. Main St.
Sheridan, WY 82801	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 form 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 Stat 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 COMMMERCE**
_____	Dixie Johnson
Richard Bridger, Mayor	By
	Dixie Johnson
ATTEST:	Print Name
_____	CEO
Cecilia Good, City Clerk	Title